GEORGIA CHANGES –  
AUTO DEALERS COVERAGE FORM

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For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Georgia, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

1. Covered Autos Liability Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".

2. Covered Autos Liability Coverage is excess for an "auto" you own if operated by an "insured" other than you or your "employee".

3. Exclusion D.4.a. Expected Or Intended Injury is replaced by the following:

a. Expected Or Intended Injury

This insurance does not apply to "bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for coverage up to the minimum limit specified by the Georgia Motor Vehicle Safety Responsibility Act.

B. Changes In Physical Damage Coverage

1. If Collision Coverage is provided, Collision Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".

2. Collision Coverage is excess for an "auto" you own if operated by an "insured" other than you or your "employee".

3. The "diminution in value" exclusion does not apply.

C. Changes In Conditions

1. Paragraph A.6. of the Cancellation Common Policy Condition is replaced by the following:

6. If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.

2. Paragraph a. of Condition 2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions is replaced by the following:

a. In the event of "accident", claim, "suit", offense, "loss" or "act, error or omission", we or our representative must receive prompt notice of the "accident", offense, "loss" or "act, error or omission". Include:

(1) How, when and where the "accident", offense, "loss" or "act, error or omission" occurred;

(2) What the "act, error or omission" was;

(3) The "insured's" name and address; and

(4) To the extent possible, the names and addresses of:

(a) Any injured persons and witnesses; or

(b) Anyone who may suffer damages as a result of an "act, error or omission".

The requirement for giving notice of a claim, if not satisfied by the "insured" within 30 days of the date of the "accident", may be satisfied by an injured third party who, as the result of such "accident", has a claim against the "insured". However, in this event, notice of a claim given by an injured third party must be mailed to us.

3. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

We will not pay for any "loss" or damage which involves any misrepresentations, omissions, concealment of facts or incorrect statements that are:

a. Fraudulent;

b. Material either to the acceptance of the risk or to the hazard assumed by us; or

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c. If we, in good faith, would not have:

(1) Issued the Policy or contract;

(2) Issued a policy or contract in as large an amount or at the premium rate; or

(3) Provided coverage with respect to the hazard resulting in the loss;

if the true facts had been known to us as required either by the application for the Policy or contract or otherwise.

4. The last sentence in the Appraisal For Physical Damage Loss Condition is replaced by the following:

We do not waive any of our rights under this Policy by agreeing to an appraisal.