UTAH CHANGES

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

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER 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. Paragraph b.(6) is added to the Who Is An Insured provision in the Business Auto Coverage Form and supersedes any provision to the contrary:

(6) Your customers, if your business is shown in the Declarations as a rental company. However, if a customer of yours has no other valid and collectible insurance, they are an "insured", but only up to $90,000 for each "accident", which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

2. The Expected Or Intended Injury Exclusion is replaced by the following:

Expected Or Intended Injury

"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 combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

B. Changes In Conditions

1. The Legal Action Against Us Condition does not apply.

2. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

a. We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.

b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

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

Fraud Or Misrepresentation

Subject to UTAH CODE ANN. Section 31A-21-105, this Coverage Form may be rescinded in the event of fraud or misrepresentation by you or any other "insured" relating to:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

However, this provision does not apply, but only up to the compulsory or financial responsibility limits required by Utah law, if an "accident" results in a third-party liability claim against the "insured" under this Coverage Part.