UTAH CHANGES –  
AUTO DEALERS COVERAGE FORM

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For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Utah, 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. Paragraph 2. Who Is An Insured is replaced by the following and supersedes any provision to the contrary:

2. Who Is An Insured

The following are "insureds" for covered "autos":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow, 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, except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

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

a. 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

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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:

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

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.

4. Paragraph a. of the Other Insurance Condition is replaced by the following:

a. For any covered "auto" you own, this Coverage Form provides primary insurance, except that this Coverage Form will be secondary over any other collectible insurance available to a permissive user of any covered "auto". For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Secondary while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.