

**Bear River Mutual Insurance Company**  
MURRAY, UTAH

**EXCLUSION OF NAMED PERSON**

This Exclusion, effective the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ 12:01 a.m. Mountain Standard Time forms a part of Policy No. \_\_\_\_\_ issued to the Named Insured, \_\_\_\_\_ by Bear River Mutual Insurance Company, a Utah corporation.

This Exclusion is made pursuant to the provisions of Utah Code Annotated, 1953, as amended §31A-22-303(7) which provides that motor vehicle liability coverage may specifically exclude from coverage a person who is a resident of the named insured's household, including a person who usually makes their home in the same household, but lives temporarily elsewhere, if certain requirements are met. This Endorsement is issued specifically to exclude the person identified below from coverage under the Bear River Mutual Insurance Company policy.

The Utah Financial Responsibility of Motor Vehicles Owners and Operators Act requires owners and operators of motor vehicle to have and maintain owner's and operator's security in effect at any time a motor vehicle is operated on a highway or on a quasi-public road or parking area within the state of Utah. Motor vehicle liability coverage must be maintained in the amount of \$25,000 because of liability for bodily injury to or death of one person arising out of the use of a motor vehicle in any one accident, \$65,000 because of liability for bodily injury to or death of two or more persons arising out of the use of a motor vehicle in any one accident, and \$15,000 because of liability for injury to, or destruction of, property of others arising out of the use of a motor vehicle in any one accident.

The Named insured and the person to be excluded from coverage hereby represent that the person to be excluded from coverage under the Bear River Mutual Insurance Company policy has satisfied the owner's or operator's security requirement of Utah Code Annotated §41-12a-301, independently of the named insured's proof of owner's or operator's security.

The Named Insured and the person to be excluded from coverage hereby consent to the exclusion from coverage of the person to be excluded from coverage under the Bear River Mutual Insurance Company policy.

The undersigned understand and agree that Bear River Mutual Insurance Company will include the name of each person excluded from coverage under this policy in the evidence of insurance provided to any additional insured or to any loss payee.

It is further understood and agreed that if for any reason, including but not limited to a change in public policy, change in statutes or any decision of any court of law imposes liability to Bear River Mutual Insurance Company under this policy for the acts and/or omissions of the person to be excluded, coverage under Bear River Mutual's policy will be limited to the minimum limits of coverage required by any law applicable in the State of Utah or any state and its appropriate statutes, for any coverage under any of the provisions of Bear River Mutual's policy and further, in addition will not have coverage to the extent or in Annotated, 1953, as amended §31A-22-304, Motor Vehicle Liability Minimum Limits of \$25,000 for Bodily Injury to or the death of one person in any one accident, \$65,000 because of bodily injury to or the death of two or more persons in any one accident and \$15,000 for the injury or destruction of property of others and uninsured motorist protection of the *same* amounts.

**CONSENT AND ACCEPTANCE (Named Insured and Spouse (if applicable) must sign)**

\_\_\_\_\_  
Named Insured  
Date: \_\_\_\_\_

\_\_\_\_\_  
Spouse  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Excluded Person  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Excluded Person  
Agent