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ANY ADDITIONAL PROVISIONS AFFECTING **YOUR** POLICY ARE ATTACHED AS "ENDORSEMENTS."

This policy is a legal contract between **you** (the policyholder) and **us** (the Company).

IT CONTAINS CERTAIN EXCLUSIONS.

READ YOUR POLICY CAREFULLY.

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Insuring Agreement

In return for **you** premium payment and based upon the representations **you** made in the application for this insurance, **we** agree to insure **you** for each of the coverages listed on the **Declarations Page** subject to all the terms, limits and conditions of the application, the **Declarations Page**, this policy and all of its endorsements.

Definitions Used Throughout This Policy

Certain words and phrases are defined in this policy. Defined words and phrases appear in boldface type and have special meaning. Refer to the definition sections for the meanings. The defined terms have the same meaning whether in the singular, plural, or any other form of the same term.

We, us and **our** mean the Company named on the **Declarations Page** that provides this insurance.

You and **your** mean the **named insured** shown on the **Declarations Page** and **your** spouse, if a resident of **your** household. **Your** spouse includes a registered domestic partner, civil union or similar union where recognized under applicable state law if:

1. the person is a resident of the same household with **you** during the policy period, and
2. if the civil union or partnership was validly entered into under the laws of any state, municipality, or territory of the United States or any other country.

If **your** spouse or partner defined above is no longer a resident in the same household during the policy period, the spouse or partner will be considered insured by this policy until the earlier of:

1. The end of ninety (90) days following the change of residency;
2. The effective date of another policy listing **your** spouse or partner as a named insured;
3. The end of the policy period; or
4. Cancellation of this policy.

Accident means a sudden, unexpected and unintended event. An **accident** must occur during the policy period, arise out of the ownership, maintenance or use of a **car** and cause **bodily injury** or **property damage**.

Additional car means a **car** that **you** acquire by purchase or by a written lease of at least six (6) continuous months. For coverage to apply **you** must:

1. Acquire the **car** during the policy period; and
2. Notify **us** within thirty (30) days of its acquisition.

An **additional car** will have the broadest coverage **we** provide for any **car** shown on the **Declarations Page**. Coverage does not continue after thirty (30) days if **you** fail to notify **us**.

Bodily injury means accidentally sustained bodily harm to an individual including any resulting illness, disease or death.

Business means any full or part-time profession, occupation, trade or commercial enterprise.

Car means a four-wheeled private passenger **car** of the coupe, sedan, station wagon, pick-up truck, van or sport utility type, with gross vehicle weight of 14,000 pounds or less, and licensed for and used only upon public highways. It does not include a motorhome, a step van, parcel delivery van, cargo cutaway van, or other van with the cab separate from the cargo area.

Commercial Ride-Sharing Program means an arrangement or activity through which persons or property are transported for compensation, regardless of the amount or form of compensation charged or paid and includes the time:

1. commencing when a driver of a **car** is available to accept transportation requests for passengers or property for compensation;
2. between the driver accepting a transportation request and the passengers or property entering into or being loaded upon the **car** used for this request;

3. passengers or property are in or upon the **car** used for this request; and
4. between the passengers or property exiting or unloading from the **car** and the driver is no longer available to accept ride requests.

Damages mean compensation in the form of compensatory damages that can be recovered by those who suffer **bodily injury** or **property damage** as a result of an **accident**. **Damages** do not mean punitive or exemplary damages or any restitution, fines or penalties that are required to be paid as the result of any civil or criminal proceedings brought against any person.

Declarations Page means the document from **us** listing:

1. The type of coverages **you** have elected;
2. The limit for each coverage;
3. The premium for each coverage;
4. The **cars** insured by this policy;
5. The **named insured**; and
6. Other policy information.

Family member means a person who resides with **you** and who is related to **you** by blood, marriage or adoption, including a ward or foster child. This also includes a minor in the custody of **you** or of a person related to **you** who resides with **you**.

Named insured means the person or persons listed on the **Declarations Page** as the **named insured**.

Non-owned car means any **car** or **utility trailer**, other than **your insured car**, which is not owned by, furnished or available for regular use by **you** or a **family member** while in the custody of or being operated by **you** or a **family member**.

Occupying means:

1. in;
2. on;
3. getting into; or
4. getting out of.

Personal Car Sharing Program means a **business** in which persons or legal entities are engaged in the **business** of facilitating the sharing of **cars** for temporary use by individuals.

Property damage means physical injury to or destruction of tangible property, including loss of its use.

Rental car means any **car** or a **utility trailer** that is rented by **you** on a daily or weekly basis not to exceed thirty (30) consecutive days, provided that this **car** or **utility trailer** is not owned by, furnished or available for regular use by **you** or a **family member**.

Replacement car means a **car** that **you** acquire to replace any **car** listed on the **Declarations Page**, either by purchase, or by a written lease of at least six (6) continuous months. **You** must:

1. Acquire the **car** during the policy period; and
2. Notify **us** within thirty (30) days of its acquisition.

A **replacement car** will have the same coverage as **your insured car** that it replaces. Coverage does not continue after thirty (30) days if **you** fail to notify **us**.

Substitute car means a **car** not owned by **you** or a **family member**, but being temporarily used by **you** or a **family member** as a substitute for a **car** listed on the **Declarations Page** only when that listed **car** is withdrawn from normal use because of breakdown, repair, servicing, loss or destruction.

Utility trailer means a non-motorized vehicle that is designed to be towed by **your insured car** and it includes a farm wagon or farm implement while towed by a **car** on public roads. **Utility trailer** does not mean:

1. A trailer used as an office, store, display or any other **business** for commercial purposes;
2. A passenger trailer;
3. A trailer used as a primary residence; or
4. A travel trailer or camper trailer.

Your insured car means:

1. Any **car** listed on the **Declarations Page** of this policy;
2. A **replacement car**;
3. A **substitute car**;
4. A **rental car**;
5. An **additional car**; and
6. Any **utility trailer**:
 - a. that **you** own; or
 - b. if not owned by **you**, while attached to **your insured car**.

Part I - Liability Coverage

Coverage A - Bodily Injury

Coverage B - Property Damage

Insuring Agreement - Bodily Injury and Property Damage Coverage

We will pay **damages** for **bodily injury** or **property damage** that any **insured person** is legally liable to pay as a result of an **accident** to which this coverage applies. **We** will defend an **insured person** against any covered suit or settle any claim or lawsuit as **we** deem appropriate. Subject to the limits of liability, **damages we** pay will include prejudgment interest awarded in a judgment against an **insured person**. **Our** duty to defend or settle any suit will end after **we** have exhausted the limits of liability through payment of judgments or settlements.

Additional Payments

We will also pay these benefits for an **insured person**:

1. Bonds:
 - a. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend; and
 - b. Up to \$300 for the cost of bail bonds required because of an **accident** or traffic law violation arising out of use of **your insured car**.

We are not obligated to apply for, furnish, or provide collateral or security for any of the above bonds. **We** are not required to purchase a bond in an amount greater than **our** limit of liability.
2. Actual loss of wages or salary up to \$50 a day, but not other income, when **we** ask an **insured person** to attend a trial or hearing.
3. Reasonable expenses incurred by an **insured person** for first aid provided by the **insured person** to others at the time of an **accident** involving any **car** insured under **Part I - Liability Coverage**.
4. Post judgment interest that accrues on any **damages** awarded in any suit **we** defend, which interest has accrued after judgment is entered and before **we** have paid, offered to pay, or deposited with the court that portion of the judgment that is not in excess of **our** limit of liability. **We** will not pay post judgment interest on any portion of the judgment that exceeds **our** limits of liability.
5. All costs **we** incur in settling any claim or defending any lawsuit.
6. Other reasonable expenses, if incurred at **our** request.

Additional Definitions Used In This Part Only

Insured person in Part I means:

1. **You** or any **family member**.
2. Any person using **your insured car** with **your** permission.
3. Any other person or organization with respect only to legal liability for acts or omissions of:
 - a. Any person insured under Part I while using **your insured car**.
 - b. **You** or any **family member** insured under Part I while using any **car**, other than **your insured car**, if not owned or hired by that person or organization.

Insured person does not mean:

1. The United States of America or any of its agencies;
2. Any person for **bodily injury** or **property damage** arising from the operation of a **car** by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply; or
3. Any named excluded driver to the extent that the legal limits of liability under Part I exceed the minimum limits of liability required by the compulsory financial responsibility laws of Oklahoma.
4. Any person while operating a **car** that is available for hire or while using a **car** that is part of a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement.

Exclusions - What Is Not Insured In Part I

1. **We** do not insure **bodily injury** or **property damage** arising out of the ownership, maintenance or operation of **your insured car** while it is being used to carry persons or property for compensation or a fee, including but not limited to, the pick up or delivery or return from a pick up or delivery of:
 - a. products;
 - b. documents;
 - c. newspapers; or
 - d. food.

This exclusion does not apply to a share-the-expense car pool.

2. **We** do not insure **bodily injury** or **property damage** caused intentionally by or at the direction of any **insured person**, whether or not any person intended to cause damage or injury of any nature.
3. **We** do not insure **bodily injury** or **property damage** with respect to which any person is insured under a nuclear energy insurance policy. This exclusion applies even if the limits of that policy are exhausted.
4. **We** do not insure **bodily injury** to an employee of an **insured person** arising in the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee except when workers' compensation benefits are required or available for that domestic employee.
5. **We** do not insure **bodily injury** or **property damage** resulting from an **insured person's** employment, or other involvement, in the **business** or occupation of:
 - a. transporting;
 - b. selling;
 - c. repairing;
 - d. servicing;
 - e. storing; or
 - f. parking

cars. This exclusion includes the road testing and delivery of the **cars**.

6. **We** do not insure **bodily injury** or **property damage** resulting from the use of a **car** by an **insured person** in an emergency occupation on a full-time, part-time, or volunteer basis. Such occupations include, but are not limited to, fire-fighting, police or ambulance activities. However, this exclusion does not apply to a **car** listed on the **Declarations Page** or any **replacement car**.
7. **We** do not insure **property damage** to property:
 - a. owned by;
 - b. being transported by;
 - c. rented to; or
 - d. in the charge ofan **insured person**. This exclusion does not apply to **property damage** to a residence or private garage rented by that person.

8. **We** do not insure **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motorized vehicle with less than four wheels.
9. **We** do not insure **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **car**, other than **your insured car**, which is owned by, furnished or available for regular use by **you** or a **family member**.
10. **We** do not insure **bodily injury** above the minimum compulsory limits of financial responsibility to an **insured person** whenever the payment of **damages** for **bodily injury** would benefit, directly or indirectly, an **insured person**.
11. **We** do not insure **bodily injury** or **property damage** resulting from liability assumed under any contract or agreement. This exclusion does not apply to liability **you** assume in a written contract relating to the use of a **rental car** or a **substitute car**.
12. **We** do not insure **bodily injury** or **property damage** resulting from an **insured person** participating, or **your insured car** being used, in any racing, speed, demolition, stunt or performance driving contest, demonstration, instruction or activity, or in practice or preparation for any such activity or while operating on a driving track designed for racing or high performance driving.
13. **We** do not insure charges, fees and administrative expenses for services performed by law enforcement and municipal personnel when responding to an **accident**.
14. **We** do not insure **bodily injury** or **property damage** for any **insured person** who is using a **car** without a reasonable belief that the **insured person** is entitled to do so. This exclusion does not apply to a **family member** using **your insured car** that is owned by **you**.
15. **We** do not insure loss due to theft or conversion of **your insured car**, a **non-owned car**, or trailer:
 - a. By **you**, a **family member**, or any resident of **your** household;
 - b. Prior to its delivery to **you** or a **family member**, or
 - c. While in the care, custody, or control of anyone engaged in the **business** of selling the **car** or trailer.
16. **We** do not insure **bodily injury** or **property damage**:
 - a. Caused by, or reasonably expected to result from, a criminal act or omission of an **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with or convicted of a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations;
 - b. Arising out of the use or operation by an **insured person** of any **car** while it is being used to flee a law enforcement agent or crime scene.
17. **We** do not insure **bodily injury** or **property damage** for any **accident** that occurs while **your insured car** or any **car** is in a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.

Limits of Liability

The limits of liability shown on **your Declarations Page** apply subject to the following:

1. The **bodily injury** liability limit for "Each Person" is the maximum for **bodily injury** sustained by one person in one **accident**. All claims of others derived from such **bodily injury**, including but not limited to, emotional injury, mental anguish, loss of society, loss of companionship, loss of services, loss of consortium and wrongful death are included in the "Each Person" limit.
2. Subject to the **bodily injury** liability limit for "Each Person", the **bodily injury** liability limit for "Each Accident" is the maximum combined amount for **bodily injury** sustained by two or more persons in one **accident**.
3. The **property damage** liability limit for "Each Accident" is the maximum for all **property damage** sustained to all property in any one **accident**.

4. The limits of liability shown on the **Declarations Page** for **bodily injury** and **property damage** are the most we will pay regardless of the number of:
 - a. claims made;
 - b. **your insured cars**;
 - c. **insured persons**;
 - d. lawsuits brought;
 - e. **cars** involved in the **accident**;
 - f. premiums paid; or
 - g. policies.
5. If the **Declarations Page** shows that a combined single limit or "CSL" applies, the amount shown is the most **we** will pay for all **bodily injury** and **property damage** resulting from any one **accident** regardless of the number of:
 - a. claims made;
 - b. **your insured cars**;
 - c. **insured persons**;
 - d. lawsuits brought;
 - e. **cars** involved in the **accident**;
 - f. premiums paid; or
 - g. policies.

All claims of others derived from such **bodily injury**, including, but not limited to, emotional injury, mental anguish, loss of society, loss of companionship, loss of services, loss of consortium and wrongful death are included in the "CSL" limit.

6. Stacking or aggregation of liability coverage limits for **bodily injury** and **property damage** is not permitted by this policy.

Legal Action Against Us

Under **Part I - Liability Coverage**, no legal action may be brought against **us** until:

1. **We** agree in writing that the **insured person** has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring **us** into any action brought to determine the liability of an **insured person**.

Conformity with Financial Responsibility Laws

When **we** certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by law.

Out of State Coverage

If an **accident** to which this policy applies occurs in any state or province other than the one in which **your insured car** is principally garaged, and if a statute of that **accident** state or province that is applicable to **us** deems out-of-state vehicle liability policies issued by **us** to provide particular forms or limits of coverage not provided for in this policy when **your insured car** is involved in an **accident** in that state, then for purposes of that **accident** only, **we** will interpret **your** policy as providing the additional minimum coverage(s) deemed to be provided, at the minimum amounts permitted by law, and subject to the exclusions set forth in this policy. **Our** obligation to pay such coverage shall be reduced by all other available insurance, to the extent permitted by the law of the other state. Nothing contained herein constitutes a choice of law provision or consents to the application of the law of any particular state or province.

Other Insurance

1. If there is other applicable auto liability insurance on any other policy that applies to an **accident** insured under Part I, **we** will pay only **our** share. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. However, the total amount payable among all such policies will not exceed the limits provided by the single policy with the highest limits of liability.

2. Any insurance **we** provide under this policy for a **non-owned car** shall be excess over any other collectible insurance. The highest limits of liability shown on the **Declarations Page** of this policy for any one **your insured car** will apply.

Compulsory Insurance Law of Oklahoma

Liability insurance is provided in this policy in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

Part II - Uninsured Motorist Coverage

Coverage C - Uninsured Motorist Coverage

Insuring Agreement - Uninsured Motorist Bodily Injury Coverage

1. If a limit for this coverage is shown on **your Declarations Page**, **we** will pay **damages** an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by an **insured person**, caused by an **accident**, and arising out of the ownership, maintenance or use of an **uninsured motor vehicle**.
2. If **you** do not provide to **us** a signed form selecting the limit for this coverage, the coverage available shall be provided at the minimum amount required by law.

Additional Definitions Used In This Part Only

1. **Insured person** in Part II means:

- a. **You** or any **family member**;
- b. Any person while **occupying your insured car** with **your** permission; or
- c. Any person who is entitled to recover **damages** covered by Part II because of **bodily injury** sustained by a person described in a or b above.

Insured person does not mean:

Any person while operating a **car** that is available for hire or while using a **car** that is part of a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement.

2. **Uninsured motor vehicle** means a **car** or **utility trailer** of any type:
 - a. to which no liability bond or policy applies at the time of the **accident**;
 - b. to which a liability bond or policy applies at the time of the **accident**, but the bonding insuring company:
 1. denies coverage;
 2. refuses to admit coverage except conditionally or with reservation; or
 3. is or becomes insolvent or otherwise unable to pay **car** liability insurance claims;
 - c. which is a hit-and-run vehicle whose owner or operator cannot be identified and which causes an **accident** resulting in **bodily injury** or **property damage**.
 - d. to which a **bodily injury** liability bond, policy, or security applies at the time of the **accident**, but the sum of all applicable limits of liability under all valid and collectible bonds, policies and securities:
 1. is less than the coverage limit for Uninsured Motorist Coverage shown on the **Declarations Page**;
 - or
 2. has been reduced by payments to persons injured in the **accident**, other than an **insured person**, to an amount less than the coverage limit for Uninsured Motorist Coverage shown on the **Declarations Page**.

An **uninsured motor vehicle** does not mean any vehicle:

- a. owned by **you** or a **family member** or furnished or available for regular use of **you** or a **family member**;
- b. that is **your insured car**;
- c. operated on rails or crawler treads;
- d. that is a farm-type tractor or equipment designed principally for use off public roads, except while being used upon public roads;
- e. while located for use as a residence or premises; or
- f. that is not required to be registered as a motor vehicle.

Exclusions - What Is Not Insured In Part II

We do not provide Uninsured Motorist Coverage for any **insured person** for:

1. The direct or indirect benefit of any insurer or self-insurer under any of the following or similar laws or funds:
 - a. disability benefits law; or
 - b. the State Accident Insurance Fund.
2. **Bodily injury** sustained by any **family member** while **occupying** or when struck by any vehicle owned by **you** that is insured for uninsured motorist coverage on a primary basis under any other policy.
3. **Bodily injury** sustained by an **insured person** while using, **occupying** or when struck by a **car** of any type that is designed to be operated on the public roads and that is owned by **you** or a **family member** or furnished for or available for regular use if that **car** is uninsured for this coverage.
4. **Bodily injury** arising out of the ownership, maintenance or operation of **your insured car** while it is being used to carry persons or property for compensation or a fee, including but not limited to the pick up or delivery or return from a pick up or delivery of:
 - a. products;
 - b. documents;
 - c. newspapers; or
 - d. food.

This exclusion does not apply to a share-the-expense car pool.
5. **Bodily injury** when an **insured person** is using a **car** without a reasonable belief that the person is entitled to do so. This exclusion does not apply to a **family member** using **your insured car** that is owned by **you**.
6. **Bodily injury** for which insurance is afforded under a nuclear energy liability insurance policy or would be afforded under a nuclear energy liability insurance policy but for its termination upon exhaustion of its limit of liability.
7. **Bodily injury** resulting from an **insured person** participating in or **your insured car** being used in any racing, speed, demolition, stunt or performance driving contest, demonstration, instruction or activity, or in practice or preparation for any such activity or while operating on a driving track designed for racing or high performance driving.
8. **Bodily injury**:
 - a. Caused by, or reasonably expected to result from, a criminal act or omission of an **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.
 - b. Arising out of the operation of any **car** by an **insured person** while it is being used to flee a law enforcement agent or crime scene.
9. **Bodily injury** or **property damage** for any **accident** that occurs while **your insured car** or any **car** is in a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.
10. Attorney's fees or litigation expenses including those that result from any lawsuit where punitive or exemplary damages were awarded.
11. Uninsured Motorist Property Damage Coverage.
12. Any **insured person** who has rejected Uninsured Motorist Coverage in writing.

Additional Duties for Part II - Uninsured Motorist Coverage

An **insured person** must comply with the following provisions:

1. Any judgment or settlement for **damages** against an owner or operator of an **uninsured motor vehicle** that arises out of a lawsuit brought without **our** written consent is not binding on **us** unless **we**:

- a. Received from the **insured person** reasonable notice of the suit that resulted in the judgment; and
 - b. Had a reasonable opportunity to protect **our** interests in the suit.
2. When the **insured person** informs **us** of a settlement offer, if any, proposed by or on behalf of the owner or driver of the **uninsured motor vehicle**, the **insured person** must request **our** written consent to accept such settlement offer. If **we**:
 - a. consent in writing, then the **insured person** may accept such settlement offer; or
 - b. inform the **insured person** in writing that **we** do not consent, then the **insured person** may not accept such settlement offer and:
 1. **we** will make payment to the **insured person** in an amount equal to such settlement offer. This payment is considered a payment made by or on behalf of the owner or driver of the **uninsured motor vehicle**; and
 2. any recovery from or on behalf of the owner or driver of the **uninsured motor vehicle** shall first be used to repay **us**.
 3. In the event an **insured person** has filed an uninsured motorist claim with **us** and has reached a tentative settlement for liability limits with an insured tort-feasor, the **insured person** must do the following:
 - a. Notify **us** by mail that a tentative settlement has been reached and the amount of the tentative settlement.
 - b. Include with this notice written documentation of economic losses, medical bills, and written authorization for **us** to obtain reports from all employers and medical providers involved.

Within sixty (60) days of **our** receipt of such notice **we** may advance payment to **you** in the amount equal to the tentative settlement. This payment will be separate from any amount **you** are entitled to recover under Uninsured Motorist Coverage. **We** also have the right to recover the advanced payment. If **we** fail to advance payment for the amount of the tentative settlement within sixty (60) days, **we** are no longer entitled to **our** right to recover payments paid to **you** under Uninsured Motorist Coverage.
 4. An **insured person** must take all necessary steps to protect **our** right of subrogation, which may include the filing of a suit against an uninsured motorist. Any suit filed by an **insured person** must be filed within the applicable statute of limitations. If **we** make a payment and the **insured person** recovers from another party, the **insured person** shall hold the proceeds in trust for **us** and pay **us** back the amount **we** have paid.
 5. A person seeking Uninsured Motorist Coverage under this policy must also submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
 6. Any action brought against **us** pursuant to this coverage must be brought in the county in which the person seeking benefits resides or in the United States District Court serving that county.

Limits of Liability

1. If **your Declarations Page** shows a "split" limit for Uninsured Motorist Coverage:
 - a. The amount shown for "Each Person" is the most **we** will pay for all **damages** due to **bodily injury** to an **insured person**. All claims of others derived from such **bodily injury**, including, but not limited to:
 1. emotional injury;
 2. mental anguish;
 3. loss of society;
 4. loss of companionship;
 5. loss of services;
 6. loss of consortium; and
 7. wrongful death

are included in the "Each Person" limit.
 - b. Subject to the "Each Person" limit, the amount shown for "Each Accident" is the most **we** will pay for all **damages** due to **bodily injury** sustained by two or more **insured persons** in any one **accident**.

- c. The limits of liability shown on the **Declarations Page** for Uninsured Motorist Coverage are the most **we** will pay regardless of the number of:
 1. Claims made;
 2. Insured **cars**;
 3. **Insured persons**;
 4. Lawsuits brought;
 5. **Cars** involved in the **accident**;
 6. Premiums paid; or
 7. Policies.
2. If the **Declarations Page** shows that a combined single limit or "CSL" applies for Uninsured Motorist Coverage:
 - a. the amount shown is the most **we** will pay for the total of all **bodily injury** to an **insured person** resulting from any one **accident** arising out of the ownership, maintenance or use of an **uninsured motor car**. The "CSL" limit of liability includes all claims of others derived from such **bodily injury**, including, but not limited to:
 1. emotional injury;
 2. mental anguish;
 3. loss of society;
 4. loss of companionship;
 5. loss of services;
 6. loss of consortium; and
 7. wrongful death.
 - b. The CSL limit of liability is the most **we** will pay regardless of number of:
 1. Claims made;
 2. Insured **cars**;
 3. **Insured persons**;
 4. Lawsuits brought;
 5. **Cars** including attached **utility trailers** involved in the **accident**;
 6. Premiums paid; or
 7. Policies.
3. **We** will not pay under Part II any expenses paid or payable under any medical or disability benefits coverage applicable to the uninsured motor car and collectible from the insurer of such **car**.
4. If multiple auto policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for the Part II coverage available under any one policy.
5. In no event shall the limit of liability for two or more **cars** or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available as uninsured motorist coverage benefits.
6. The limits will not be increased by insuring additional **cars**, even though a separate premium for each **car** is shown on the **Declarations Page**.

Requirements and Time Limit for Starting Suit or Arbitration

Any suit or action, including arbitration, must be started within five (5) years after the date of the **accident** causing the injury or death or within one (1) year after the liability insurer of the owner or operation of the vehicle liable to the **insured person** has become the subject of insolvency proceedings in any state, whichever is later, regardless of whether the limits of liability of any applicable **bodily injury** liability bonds or policies have been exhausted by payment of judgments or settlements.

Part III - Medical Expense Coverage

Insuring Agreement - Medical Expense Coverage

1. Subject to the limit of liability shown on **your Declarations Page**, if **you** have paid the premium for this coverage, **we** will pay the **reasonable expenses** for **necessary medical services** and funeral services:
 - a. Because of **bodily injury**;

- b. Caused by an **accident**; and
- c. Sustained by an **insured person**.

Medical services must be provided within two (2) years from the date of the **accident**.

2. **We** have the right to review all medical expenses submitted on behalf of an **insured person** and to determine what are **reasonable expenses** and **necessary medical services**. **We** have the right to also use third party sources of information selected by **us** which sources may include, but are not limited to:
 - a. Medical record reviews;
 - b. Computer databases;
 - c. Published sources of medical expense information;
 - d. Utilization reviews;
 - e. Peer reviews;
 - f. Medical bill reviews; or
 - g. Medical examinations by physicians that **we** will select.
3. Additionally, **we** have the right to enter into a contract with a third party who has an agreement with the **insured person's** medical provider to charge fees as determined by that agreement.

Unreasonable or Unnecessary Medical Expenses

1. Upon conclusion of **our** review of medical expenses, **we** may refuse to pay for medical expenses that **we** determine to be unreasonable or unnecessary because:
 - a. The fee for the services is greater than the fee for **reasonable expenses**; or
 - b. The services provided for the treatment of **bodily injury** are not **necessary medical services**.
2. If a medical service provider files suit against an **insured person** after **we** have determined their fees are unreasonable or unnecessary, **we** will pay any resulting defense costs, and any resulting judgment against the **insured person**, subject to the limit of liability for this coverage if:
 - a. The **insured person** has paid the entire disputed amount to the provider; or
 - b. The provider has begun collection activity against the **insured person** for the amounts that **we** determined were unnecessary or unreasonable.

When **we** defend, **we** will choose counsel and **we** will pay reasonable expenses that the **insured person** incurs at **our** request, including loss of earnings up to \$50 per day, for the **insured person** to attend any court hearing.

Additional Definitions That Apply To This Part Only

1. **Insured person** in Part III means:
 - a. **You** or any **family member**:
 1. While **occupying** any **car**; or
 2. When struck as a pedestrian by a **car**; or
 - b. Any other person while **occupying your insured car** with permission of the owner.

Insured person does not mean:

Any person while operating a **car** that is available for hire or while using a **car** that is part of a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program**, or a similar arrangement.

2. **Necessary medical services** mean prescribed medical services which are reasonable and necessary for treatment of the **bodily injury**, including the number and duration of treatments in the region in which those services are provided. The services are limited to medical, surgical, dental, x-ray, ambulance, hospital and professional nursing and funeral services, and include the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses, and hearing aids.

Necessary medical services do not mean:

- a. Treatment, services, products or procedures that are:
 1. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
 2. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of **bodily injury**; or

- b. The use of:
 - 1. Thermography or other related procedures of a similar nature;
 - 2. Acupuncture or other related procedures of a similar nature; or
- c. Purchase, rental cost, or use of:
 - 1. Hot tubs, spas, water beds,
 - 2. Exercise equipment,
 - 3. Heating or vibrating devices,
 - 4. Furniture or equipment not primarily designed to serve a medical purpose,
 - 5. Memberships in health clubs,
 - 6. Medical reports unless requested by **us**.
- 3. **Reasonable expenses** mean an amount for a medical service that is the lowest of:
 - a. the charges that are usual among providers of similar **necessary medical services** in the region in which those services are provided;
 - b. any fee schedule applicable to the type of **necessary medical services** that were provided in the State where the services were provided, including but not limited to, fee schedules applicable to no-fault benefits, personal injury protection benefits and medical payments coverage;
 - c. the amount agreed upon between the **insured person's** medical provider and any third party concerning charges for medical expenses, if **we** have a contract with that third party;
 - d. the fees that are agreed to by the medical provider and **us**;
 - e. if applicable, the amount that Medicare paid to the **insured person's** health care provider for medical expenses; or
 - f. the amount that the **insured person's** medical provider agreed to accept from the **insured person's** health insurance carrier.

Exclusions - What Is Not Insured In Part III

We do not provide Medical Payments Coverage for any **insured person** for **bodily injury**:

- 1. Arising out of the ownership, maintenance or operation of **your insured car** while it is being used to carry persons or property for compensation or a fee, including but not limited to the pick up or delivery or return from a pick up or delivery of:
 - a. products;
 - b. documents;
 - c. newspapers; or
 - d. food.

This exclusion does not apply to a share-the-expense car pool.
- 2. Sustained while **occupying** any **car** while it is being used as a residence or premises.
- 3. Sustained while **occupying** or when struck by any **car**, other than **your insured car**, that is owned by **you** or furnished or available for **your** regular use.
- 4. Due to medical conditions or illnesses not causally related to an **accident**.
- 5. Occurring during the course and scope of employment if workers' compensation or disability benefits are required or available for the **bodily injury**.
- 6. Caused by:
 - a. war (declared or undeclared);
 - b. civil war;
 - c. insurrection;
 - d. rebellion;
 - e. revolution;
 - f. nuclear reaction, radiation, or radioactive contamination;
 - g. chemical or biological contamination; or

as a consequence of any of these.

7. Caused during active participation in any racing, speed, demolition, stunt or performance driving contest, demonstration, instruction or activity, or in practice or preparation for any such activity or while operating on a driving track designed for racing or high performance driving.
8. When medical expenses are paid or payable by any governmental entity.
9. Caused by or resulting from mold, fungi or bacteria.
10. Caused intentionally by, or at the direction of, an **insured person**, whether or not such person intended to cause damage or **bodily injury** of any nature.
11. To any person while in the commission of a felony or while attempting to elude a police officer.
12. Sustained by any person while **occupying your insured car** without the express or implied permission of **you** or a **family member**. This exclusion does not apply to a **family member** using **your insured car** which is owned by **you**.
13. Sustained by **you** or a **family member** while **occupying a non-owned car** without the express or implied permission of the owner.
14. Sustained while **your insured car** or any **car** is in a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.
15. Sustained while **occupying a car** other than a **car** listed on the **Declarations Page** while the **car** is being used in the **business** of an **insured person**.

Additional Duties for Part III - Medical Expense Coverage

In addition to the terms and conditions of this policy and in addition to compliance with the General Duties and Conditions outlined in Part V, an **insured person** seeking coverage under Part III of this policy must also comply with the following provisions:

1. Authorize **us** to obtain:
 - a. Medical records or reports;
 - b. Any documents **we** indicate are necessary to investigate and process the claim; and
 - c. Event data recorders and/or sensing and diagnostic modules or any other recording device for the purpose of retrieving data following an **accident**.
2. Submit, as often as **we** reasonably require, to a request for production of documents at the time of an examination under oath and any other time, and allow the copying of any documents **we** or **our** designated representative requests. This includes, but is not limited to, all documents concerning **your** income (payroll records, profit and loss statements, etc.), finances, credit, and any other documents **we** indicate are reasonable and necessary to investigate and process **your** claim. Such documents must be provided to **us** or **our** designated representative in a timely manner, and if requested, prior to an examination under oath.
3. As required by the law of the state in which this policy was issued, submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.

Any expense, if reasonable and incurred by an **insured person** at **our** request will be paid by **us**.

Limits of Liability

1. The limit of liability for the coverage provided by Part III to any one **insured person** is the limit shown for this coverage on the **Declarations Page**.
2. **We** will pay no more than the limit of liability shown for this coverage on the **Declarations Page** for any **insured person(s)** injured in any one **accident** regardless of the number of:
 - a. **cars** insured;
 - b. **insured person(s)**;
 - c. claims made;
 - d. applicable policies; or
 - e. premiums shown on **your Declarations Page**.

3. Stacking or aggregation of Medical Expense Coverage is not permitted by this policy in accordance with applicable law.

Our Right To Recover Payment

When an **insured person** has been paid medical expenses by **us** under this policy and also recovers medical expenses from another, to the extent that state law permits, the amount recovered from the other must be held by that **insured person** in trust for **us** and reimbursed to **us** to the extent of **our** payment.

Part IV - Damage to Your Car

Insuring Agreement

1. Coverage F - Comprehensive Coverage

Subject to the limits of liability, **we** will pay for a loss to **your insured car**, its **additional equipment**, and any **non-owned car** caused by any direct, sudden and accidental means other than **collision**, less any applicable deductibles, if Comprehensive Coverage is shown on **your Declarations Page**. Any deductible amount will apply separately to each loss. If loss to more than one **your insured car** or **non-owned car** results from the same insured loss, only the lowest applicable deductible will apply.

If breakage of glass results, **you** may elect to have it treated as loss caused by **collision**.

2. Coverage G - Collision Coverage

Subject to the limits of liability, **we** will pay for loss to **your insured car**, its **additional equipment** and any **non-owned car** caused by any direct, sudden and accidental **collision**, less any applicable deductibles, if Collision Coverage is shown on **your Declarations Page**. Any deductible amount will apply separately to each loss. If loss to more than one **your insured car** or **non-owned car** results from the same **collision**, only the lowest applicable deductible will apply.

In addition, **we** will pay without a deductible the reasonable cost to replace any child safety seat damaged in an **accident** to which this coverage applies.

3. Coverage H - Towing and Road Service Coverage

- a. If **your Declarations Page** shows Towing and Road Service Coverage, then subject to a maximum limit of \$150 for each disablement and subject to the Service Call Conditions and exceptions in this Insuring Agreement, if **your insured car** becomes disabled and **you** need help, **we** are providing **you** access to 24-hour toll-free assistance. Service includes the towing and labor costs related to a mechanical disablement for:

1. Towing;
2. Jump starts;
3. Tire changes;
4. Lock-out service; and
5. Fluid delivery, including the cost of fuel, oil, water or other fluids. **We** will pay for the cost of fuel, once per **your insured car** per policy period.

- b. Service Call Conditions are as follows:

1. Towing to dislodge the **car** from its place of disablement must be within 100 feet of a public street or highway;
2. Labor must be performed at the place of mechanical disablement;
3. **We** do not pay for the cost of fuel that exceeds more than once per **your insured car** per policy period;
4. **We** do not pay for the cost for tires, fuel, belts, keys, parts or tools associated with the service or labor being performed;
5. Any service costs in an amount in excess of **our** maximum per disablement limit must be paid directly to the service provider by **you** at the time of service.

c. Towing and Road Service Coverage does not apply to:

1. Recreational vehicles;
2. Motorhomes;
3. Towed **cars**;
4. Motorcycles; or
5. Stored **cars**

even if the **car** is considered **your insured car**.

Additional Definitions Used In This Part Only

Actual Cash Value means the fair and reasonable cash price for which property can be repaired or replaced in the marketplace at the time of loss. The price includes an allowance for depreciation, physical deterioration and obsolescence.

Additional equipment means any furnishing or **equipment** that is permanently attached to **your insured car** and common to its use, but is not the **car's** factory available furnishing or **equipment**. This includes, but is not limited to:

1. any video, electronic sound reproducing or transmitting **equipment**, and its component parts, media and data, including but not limited to DVD, Game System or MP3 player;
2. any painted, chrome or finished surface, whether refinished in whole or in part, of any automobile insured under this Part where the claim exceeds the cost of duplicating the **car's** factory applied surface finish;
3. tires, wheels, rims, spinners, grilles, louvers, side pipes, hood scoops or spoilers or any exterior surface, body or exhaust **equipment**, or modification thereto, which exceeds the cost of repairing or replacing the **car's** factory available **equipment**;
4. any engine, transmission or suspension parts, or modification thereto, which exceeds the cost of repairing or replacing the **car's** factory available **equipment**;
5. GPS navigational systems;
6. special carpeting, insulation, wall paneling, furniture or bars;
7. facilities for cooking or sleeping including enclosures or bathroom facilities;
8. height-extending roofs; or
9. custom murals, paintings or other decals or graphics.

Additional equipment coverage does not mean:

1. **additional equipment** not permanently installed that is designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting **equipment**. This applies to such **equipment** as a tape player, tape recorder, citizens band radio and two-way mobile radio, telephone, television, or **equipment** designed or used for the detection or location of radar or laser. It also applies to any electronic device incorporating any of this **equipment**, as well as accessories, component parts and antennae;
2. tapes, discs, records, reels, cassettes, cartridges, media, data, carrying cases or other devices for the use with **equipment** designed to reproduce, record, receive, play or transmit audio, visual or data signals;
3. a camper body or trailer;
4. awnings, cabanas, or **equipment** designed to create additional living facilities;
5. wear and tear losses to **additional equipment** including, but not limited to:
 - a. scorching;
 - b. marring;
 - c. scratching; or
 - d. breakage, except breakage to glass permanently attached to **your insured car** or breakage of internal **additional equipment**, whether attached or not; or
6. newly acquired **additional equipment** unless **you** report such items to **us** within thirty (30) days after **you** have taken delivery and **we** agree to provide coverage.

Collision means the upset of **your insured car** or **non-owned car** or its impact with another **car** or object.

Collision does not mean loss caused by or due to:

1. missiles;
2. falling objects;
3. fire;
4. theft or larceny;
5. explosion;
6. earthquake;
7. windstorm;
8. hail, water or flood;
9. malicious mischief or vandalism;
10. riot or civil commotion;
11. colliding with a bird or animal; or
12. breakage of glass.

Diminution in value means the actual or perceived loss in market or resale value that results from a sudden, direct and accidental loss.

Equipment means **equipment** permanently attached to **your insured car** and common to its use.

Household Pet means a fully domesticated animal owned by **you** for personal companionship, such as a dog, a cat, a reptile, a bird or a rodent. **Household Pet** does not include any type of horse, cow, pig, sheep, goat, chicken, turkey, or captive fur-bearing animal, or any animal commonly kept for food or profit.

Like kind and quality parts means parts similar in type, condition and quality to those parts made for or by the original **car** manufacturer. These parts may be made for or by the original **car** manufacturer or may come from other sources such as manufacturers or suppliers of rebuilt parts, quality recycled (used) parts suppliers and non-original **equipment** manufacturers.

Supplementary Payments

1. Transportation Expense Due to Theft

If **your Declarations Page** shows Comprehensive Coverage, **we** will pay for transportation expenses incurred by **you** because of the total theft of **your insured car**. **We** will pay up to \$30 per day, but no more than \$900 each loss. This coverage begins 48 hours after the theft has been reported to **us** and to the police and ends when the **car** is returned to use or when **we** offer settlement for the loss.

2. Clothing or Luggage

We will pay up to, but not more than, \$200 for loss of clothing or luggage in **your insured car** and belonging to **you** or a **family member** if the loss is caused by:

- a. **Collision** of **your insured car**, if **collision** coverage is shown on **your Declarations Page**;
- b. Fire, lightning, flood, earthquake, explosion, falling aircraft, or the entire theft of **your insured car**, if loss occurs to **your insured car** from the same cause and comprehensive coverage is shown on **your Declarations Page**.

3. Household Pets

- a. If **your Household Pets** are inside **your insured car** during a total theft and Comprehensive Coverage is shown on **your Declarations Page** for that insured **car**, **we** will pay reasonable amounts up to \$600 for the loss of any and all such **Household Pets** because of that covered total theft loss.
- b. If **your Household Pets** are inside of **your insured car** at the time of a loss due to **collision**, and Collision Coverage is shown on **your Declarations Page** for that insured **car**, **we** will pay reasonable amounts up to a total of \$600 for the veterinary care, burial, and/or disposal of all such **Household Pets** arising out of their injury or death during an insured loss.

Exclusions - What Is Not Insured In Part IV

We do not insure a loss:

1. Arising out of the ownership, maintenance or operation of **your insured car** or **non-owned car** while it is being used to carry persons or property for compensation or a fee, including but not limited to the pick up or delivery or return from a pick up or delivery of:
 - a. products;
 - b. documents;
 - c. newspapers; or
 - d. food.

This exclusion does not apply to a share-the-expense car pool.

2. Caused by:
 - a. war (declared or undeclared);
 - b. civil war;
 - c. insurrection;
 - d. rebellion;
 - e. revolution;
 - f. nuclear radiation exposure or contamination;
 - g. radioactive contamination or exposure; or
 - h. biological contamination, exposure or attack; orany consequence of any of these.
3. Caused by theft to **equipment** designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting **equipment**. This applies to such **equipment** as a tape player, tape recorder, citizens band radio and two-way mobile radio, telephone, television, or **equipment** designed or used for the detection or location of radar or laser. It also applies to any electronic device incorporating any of this **equipment**, as well as accessories and antennas. This exclusion does not apply to that **equipment** which is permanently installed in **your insured car**.
4. Consisting of theft to tapes, records, reels, cassettes, cartridges, discs, carrying cases or other devices for use with **equipment** designed for the reproduction of sound.
5. To a **utility trailer** owned by **you** or a **family member** and not described on the **Declarations Page**. But, loss does apply to a **utility trailer** ownership of which **you** acquire during the policy period if **you** ask **us** to insure it within thirty (30) days after **you** acquire it.
6. Due and confined to:
 - a. wear and tear;
 - b. freezing; or
 - c. mechanical or electrical breakdown or failure.This exclusion does not apply if damage results from the total theft of **your insured car** or the burning of wiring.
7. To a permanently attached or detachable camper body, slide-on camper, tonneau covers, or a camper shell.
8. To **your insured car** or **non-owned car** due to increased cost of repair or replacement of the following furnishings or **equipment**:
 - a. Special carpeting, insulation, wall paneling, furniture or bars;
 - b. Dining, kitchen and sleeping facilities including enclosures or bathroom facilities;
 - c. Height-extending roofs; or
 - d. Murals, special paint and/or methods of painting, decals or graphics.
9. Due to lack of routine maintenance including but not limited to lack of lubricant, coolant, or loss resulting from seepage of water.

10. To any **non-owned car** being maintained or used by any person while employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking**cars**. This exclusion includes the road testing and delivery of any **non-owned car**.
11. Resulting from an **insured person** participating in, or **your insured car** being used in racing, speed, demolition, stunt or performance driving contest, demonstration, instruction or activity, or in practice or preparation for any such activity or while operating on a driving track designed for racing or high performance driving.
12. Caused by or consisting of mold, fungi or bacteria regardless of the factors causing or contributing to its growth.
13. Due to theft or conversion of **your insured car**:
 - a. By **you**, a **family member** or any resident of **your** household;
 - b. Prior to its delivery to **you** or a **family member**; or
 - c. While in the care, custody or control of anyone engaged in the **business** of selling **cars**.
14. From theft or unlawful conversion by any person after custody of **your insured car** has been entrusted to another party for the purpose of selling or leasing **your insured car**.
15. Caused intentionally by, or at the direction of, an **insured person**, whether or not such person intended to cause damage of any nature. However, this exclusion does not apply to a loss to **your insured car** to the extent of the legal interest of **you** or a **family member** who:
 - a. Sustains the loss as the result of family violence by:
 1. **You**;
 2. A **family member**;
 3. A former spouse or person who entered into a civil union with the **named insured**; or
 4. Any person who resides in or has resided in **your** household;
 - b. Did not direct, participate in, or consent to the intentional act causing the loss; and
 - c. Filed a family violence complaint against the person who caused the violence resulting in the loss.
16. Due to destruction or confiscation by governmental or civil authorities.
17. To any **non-owned car** with less than four wheels.
18. To **Household Pets** that are injured or die from heat, dehydration, or exposure to weather or to other animals from any covered loss under Part IV.
19. To **car** parts and **equipment** that are illegal. There is also no coverage for parts and **equipment** that are installed at a location on the insured **car** that would make the use of such parts or **equipment** illegal. However, **we** will pay for the legal version of such parts or **equipment** if they are necessary for the safe operation of **your insured car**.
20. To **your insured car** or any **car** while that **car** is in a **Personal Car Sharing Program**, or a **Commercial Ride-Sharing Program** or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.
21. To **your insured car** due to **diminution in value**.
22. To **your insured car** while it is leased or rented to others.
23. To tires, unless caused by fire, malicious mischief, vandalism, theft, or unless the damage occurs at the same time and from the same cause as other covered damage.

Additional Duties for Part IV - Damage to Your Car

In addition to the terms and conditions of this policy, a person seeking coverage under Part IV of this policy must also comply with the following provisions:

1. Take reasonable steps after loss to protect **your insured car**, or any **non-owned car**, and its **equipment** from further loss. **We** will pay reasonable expenses incurred to do this.
2. Notify the police within 24 hours or as soon as practicable if **your insured car** or any **non-owned car** is stolen.
3. Permit **us** to inspect and appraise the damaged property before it is repaired or disposed of.

Payment of Loss

We will pay the loss in money, or repair or replace damaged or stolen property. **We** may, at any time before the loss is paid or the property is replaced, return, at **our** expense, any stolen property either to **you** or to the address shown on the **Declarations Page** with payment for the resulting damage. **We** may keep all or part of the property at the agreed or appraised value. If **we** pay for loss in money, **our** payment will include, where required by law, the applicable sales tax and fees for the damaged or stolen property.

We may settle any loss with **you**, the owner or the lienholder of the property shown on the **Declarations Page**.

Limits of Liability

1. **Our** limits of liability for an insured loss to **your insured car**, **non-owned car** or its **equipment** will not exceed the cost that is necessary to repair or replace the damaged or stolen property or parts with **like kind and quality parts** less an adjustment for physical deterioration and depreciation. The limits are also subject to all other adjustments set forth in the Limits of Liability in Part IV.
2. The cost to repair or replace will be calculated based on the lowest of:
 - a. The **actual cash value** of the stolen or damaged property at the time of the loss, reduced by the applicable deductible; or
 - b. The amount necessary to repair or replace the stolen or damaged property, reduced by the applicable deductible.Any amount payable by **us** to repair or replace damaged property or parts will be reduced by the cost of labor, parts, and materials to repair prior damage, deterioration and defects to the property or parts that had not been repaired prior to the loss.
3. The limits of liability shall be reduced by any amount of loss that has been paid under any other insurance that insured this same loss.
4. The most **we** will pay for:
 - a. Loss to a **utility trailer** not owned by **you** or a **family member** is \$500;
 - b. Loss to **additional equipment** is a total of \$1,000 for repair or replacement for any one loss, unless indicated otherwise on the **Declarations Page**. Multiple items of **additional equipment** lost or damaged in the same event are considered to be one loss;
 - c. Loss to **Household Pets** for any one insured loss is \$600 regardless of how many **Household Pets** were stolen, injured or killed as a result of that insured loss.
5. **We** will pay reasonable and necessary storage costs for **your insured car**, its **equipment** and **additional equipment** following an insured loss.
6. If **you** purchased coverage for **additional equipment** that is identified on a Customization Report, **our** limits of liability for loss to that covered **additional equipment** shall be the lesser of:
 - a. The amount of coverage shown on the Customization Report;
 - b. The **actual cash value** of that stolen or damaged **additional equipment**; or
 - c. The amount necessary to repair or replace that stolen or damaged **additional equipment**.

The amount **you** receive will not include any reduction in the value of that **additional equipment** after it has been repaired, as compared to the value before it was damaged.

7. If repair or replacement results in better than **like kind and quality parts**, **we** will not pay for the amount of the betterment. Betterment for which **you** will be responsible includes the value relating to the increase in useful life of replaced parts that have a limited useful life and the increase in value from the repair of the prior damage. Any deductions that **we** take for betterment will be taken only for parts or a specific repair process normally subject to repair or replacement during the useful life of **your insured car**. Deductions will be limited to an amount equal to the proportion that the expired life of the part or specific repair process to be repaired or replaced bears to the normal useful life of that part or repair process.
8. If a loss to auto safety glass is repaired rather than replaced, the deductible applying to this coverage is waived. If the auto safety glass is replaced, the deductible applying to this coverage will remain in force.
9. Any payment **we** make will be reduced by the value of the salvage when **you** or the owner of the **car** retains the salvage.
10. No one will be entitled to duplicate payments for the same elements of loss.
11. Payments for loss covered under Part IV are subject to no more than one deductible for any one insured loss. If two or more deductibles apply to any one insured loss, only the lowest deductible will apply.
12. A **car** and attached **utility trailer** for which coverage is provided under this Part are considered one **your insured car**, and for any insured loss to such **car you** will only pay one applicable deductible.
13. Any amount payable for loss to **your insured car** under Part IV will be reduced by any amount paid or payable under **Part II - Uninsured Motorist Coverage** because of **property damage** to **your insured car**.

Preservation of Salvage

If **we** retain the salvage after a loss, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

No Benefit to Bailee

This coverage shall not directly or indirectly benefit any carrier or other bailee for hire.

Legal Action Against Us

No legal action related to this policy or the claims that **you** have presented may be brought against **us** under Part IV unless filed within two (2) years of the **accident**.

Other Insurance

If other insurance also insures the loss, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable insurance, self-insurance, and/or protection limits or amounts regardless of source. However, any insurance **we** provide with respect to a **rental car**, **substitute car** or non-owned **utility trailer** shall be excess over any other collectible insurance, self-insurance, and any other source of recovery applicable to the loss.

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance being provided under Part IV of this policy, the total amount payable among all such policies shall not exceed the limit of liability of the single policy providing the highest limit of liability.

Appraisal

If **we** and **you** do not agree on the amount of loss, then **we** and **you** may agree to an appraisal of the loss. If **we** and **you** agree to an appraisal, each party will select a competent appraiser and notify the other party in writing of the appraiser's identity within thirty (30) days of the request for appraisal. The two appraisers will select an umpire. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A written decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We and **you** do not waive any of **our** rights under this policy by agreeing to an appraisal.

Part V - Duties After an Accident and General Conditions

Duties After an Accident

In addition to the terms and conditions of this policy, an insured person claiming any coverage under any Part of this policy must:

1. Upon **our** request at any time before or during the policy term, make any **car** or **utility trailer** that **you** insure or intend to insure available for inspection by **us** to the extent permitted by law.
2. Refrain from voluntarily making any payment, assuming any obligation, or incurring any expenses except for bail bonds and first aid expenses for others.
3. Report all theft losses to the police within 24 hours or as soon as practicable.
4. As soon as practicable, inform **us** of any **accident** or loss and of all details, including the date and time it occurred, the location where it occurred, the facts and circumstances of the **accident**, the identity of persons involved, the license plate information of **cars** involved, and injury and witness information.
5. Protect **your insured car** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** don't protect **your insured car**, further loss is not covered.
6. Cooperate with **us** and assist **us** in the investigation and settlement of any claim or defense of any claim or lawsuit. If **we** ask, that insured person must also help **us** obtain payment from anyone who may be jointly responsible for the **accident**.
7. Allow **us** to inspect and appraise the damaged property before it is repaired, destroyed or discarded.
8. Allow **us**, with **your** consent, to move **your insured car**, at **our** expense, to a storage facility of **our** choice. If **you** do not give **us your** consent, **we** will pay only the storage costs which would have resulted if **we** had moved **your insured car** to a storage facility of **our** choice.
9. Submit to statements and or examinations under oath as often as **we** reasonably require, separately and apart from others, and to sign the transcript.
10. Provide **us** with copies of any documents that **we** reasonably require at the time of the examination under oath and any other time, and allow the copying of any documents **we** or **our** designated representative requests. This includes producing any documents that **we** identify as being reasonable and necessary to investigate and process **your** claims. Such documents must be provided to **us** or **our** designated representative in a timely manner, and if requested, prior to an examination under oath.
11. Authorize **us** to obtain:
 - a. Medical records and reports;
 - b. Any documents **we** indicate are necessary to investigate and process **your** claim; and
 - c. Event data recorders and/or sensing and diagnostic modules or any other recording device for the purpose of retrieving data following an **accident** or loss.
12. Provide any written sworn proofs of loss **we** require, including all details **we** may need to determine the amounts payable.
13. Send or provide **us**, as soon as practicable, copies of all legal papers **you** receive relating to any claim or suit.

General Conditions

1. Policy Period and Territory

This policy applies only to **accidents** occurring during the policy period shown on the **Declarations Page** if the **accidents** occur within the United States, its territories or possession, Puerto Rico and Canada, or while **your insured car** is being shipped between their ports.

2. Your Duty To Report Changed Circumstances

Your policy was issued in reliance on the information **you** provided **us** at time of application, including information concerning any **cars** and persons insured by the policy. **You** agree to cooperate with **us** in determining if the information **you** provided and upon which **we** relied to issue this policy is correct and complete. **You** agree by acceptance of this policy that all information shown on the **Declarations Page** of **your** policy and on the Application is accurate.

You agree that if any information changes, is incorrect or incomplete, **you** will notify **us** as soon as practicable to change it. If **we** determine any information is incorrect or incomplete, **we** may change it. Based upon any new information **you** report or **we** may discover, **we** may adjust **your** coverage and premium accordingly during the policy period. Any recalculation by **us** of **your** premium, or any changes **we** make to **your** coverage, based on new information acquired, will be made using the rules, rates and forms used in **your** state as of the date of the change.

Some of the types of information **you** must notify **us** about include but are not limited to:

- a. A change of **your** mailing address or the principal garaging of **your insured car**;
- b. New drivers residing in **your** household;
- c. Any persons who become new regular users of **your insured car(s)**;
- d. **You** or any **family member** obtains a driver's license or operator's permit;
- e. Changes in the use of **your insured cars**; or
- f. Changes in **your** discount eligibility.

3. Coverage Changes

When **we** broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in **your** state. **We** may make other changes, or replace this policy, to conform to coverage currently in use at the next policy period.

4. Legal Action Against Us

No legal action may be brought against **us** until there has been full compliance with all the terms and conditions of this policy. No person or organization has any right under this policy to bring **us** into any action brought to determine the liability of an insured person.

5. Transfer Of Your Interest

Interest in this policy may not be assigned without **our** written consent. But, if the **named insured** on the **Declarations Page** dies, the policy will insure, until the end of the policy period:

- a. Any **family member**;
- b. The legal representative of the deceased **named insured** while acting within the scope of duties of a legal representative; or
- c. Any person having proper custody of **your insured car** until a legal representative is appointed.

6. Our Right to Recover Payment

- a. If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover **damages** from another, **we** shall be subrogated to that right. That person shall do:
 1. Whatever is necessary to enable **us** to exercise **our** rights, and
 2. Nothing after loss to prejudice them.

However, **our** rights in this paragraph do not apply under Part IV, against any person using **your insured car** with a reasonable belief that the person is entitled to do so.

- b. If **we** make a payment under this policy and the person to or for whom payment is made recovers **damages** from another, that person shall:
 1. Hold in trust for **us** the proceeds of the recovery; and
 2. Reimburse **us** to the extent of **our** payment.
- c. If **we** exercise **our** right to recovery against another, **we** will also attempt to recover any deductible incurred by an insured person under this policy. **We** reserve the right to compromise or settle the deductible and **property damage** claims against the responsible parties for less than the full amount. **We** reserve the right to reduce reimbursement of the deductible by the proportion that the amount **we** recover bears to the total amount of **our** subrogated claim. **We** will also reduce reimbursement of the deductible by the proportionate share of the collection expenses including attorney fees incurred with **our** recovery efforts. **We** will not recover the deductible if **you** instruct **us** not to.
- d. This right to recover payment does not apply to a person who is a **named insured** under the policy or a relative of the **named insured** who is a member of the **named insured's** household.

7. **Bankruptcy**

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any insured person.

8. **Termination**

a. **Cancellation**

This policy may be cancelled during the policy period as follows:

1. The **named insured** shown on **your Declarations Page** may cancel by:
 - a. Returning this policy to **us** or the **named insured's** agent; or
 - b. Giving **us** or the **named insured's** agent advance notice of the date cancellation is to take effect.
2. **We** may cancel this policy for any reason if the notice is mailed within the first forty-five (45) business days of the initial policy period.
3. After this policy is in effect for sixty (60) days, or if this is a renewal or continuation policy, **we** may cancel only for the reasons legally permitted by the state where **your** policy was issued. **We** will provide not less than twenty (20) days prior notice for any other circumstances.
4. **We** may cancel this policy for nonpayment of premium upon not less than ten (10) days prior notice.

b. **Nonrenewal**

If **we** decide not to renew or continue this policy, **we** will mail notice to **you** at the address shown in **our** records. Notice will be mailed at least twenty (20) days before the end of the policy period.

c. **Automatic Termination**

1. If **we** offer to renew or continue this policy and **you** or **your** representatives do not accept, this policy will automatically terminate at the end of the current policy period.
2. Failure to pay the required renewal or continuation premium when due will mean that **you** have not accepted **our** offer.
3. If **you** obtain other insurance on **your insured car**, any similar insurance provided by this policy will terminate as to **your insured car** on the effective date of the other insurance.
4. If **your insured car** is sold or transferred to someone other than **you** or a **family member**, any insurance provided by this policy will terminate as to **your insured car** on the effective date of the sale or transfer.

d. **Other Termination Provisions**

The effective date and time of cancellation stated in the notice shall become the end of the policy period. Any cancellation will be effective for all coverages for all persons and **cars** insured under this policy.

If this policy is canceled, **you** may be entitled to a premium refund. Any refund due will be computed on a daily pro rata basis. **Our** making or offering to make a refund is not a condition of cancellation.

9. **Misrepresentation or Fraud**

This policy was issued in reliance on the information provided on **your** insurance application, including, but not limited to information regarding the license and driving history of **you**, **family members**, all persons of driving age residing in **your** household, the description of the **cars** to be insured, the location of the principal place of garaging, and **your** place of residence.

We may rescind this policy if **you** or any insured person have engaged in fraudulent conduct or have concealed, omitted, or misrepresented any material fact or circumstance concerning the application, issuance, renewal or continuation of this policy. **We** may rescind this policy or deny coverage for an **accident** if **you** or any insured person have concealed, omitted or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim. Each and every statement of fact made by any insured person in the application or any subsequent application for insurance or renewal, which is made part hereof, is agreed to be material.

We may rescind this policy for fraud or misrepresentation even after the occurrence of an **accident**. This means that **we** may not be liable for any claims or **damages** that would otherwise be covered.

To the extent that **we** make payments to **you** under this policy and **our** subsequent investigation reveals **your** involvement in fraud or misrepresentation in the presentation of a claim, **you** must indemnify **us** for all payments made.

10. **Terms Conformed to Statutes**

This policy shall be deemed amended to conform to the statutes of the state listed in **your** application if any provision fails to conform to such statutes. Any dispute as to coverages or the provisions of this policy shall be determined and governed by the law of the state listed in **your** application as **your** residence.

Policy terms which conflict with laws of the state in which this policy issued are hereby amended to conform to such laws.

11. **Proof of Mailing**

We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

12. **Policy Fees**

A Policy Fee applies to this policy, if set forth on the **Declarations Page**. The fees are fully earned and are not refundable, unless required by state law. However, if **we** cancel **your** policy during the initial policy period, policy fees will be refunded to **you**.

13. **Additional Benefits and Services**

We may work with independent merchants to try to provide **you** with the best possible value for services and replacement of **your** property. If **we** are able to negotiate any benefits or discounts with these merchants, **we** may extend those benefits to **you** by advising **you** of their availability. **You** will have to contact any identified merchants yourself and deal directly with them. **We** would never provide any information about **you** to them. **You** are under no obligation to ever contact any of the merchants. **We** are not obligated to expand or continue to make available any such benefits.

14. **Policy Notices**

We may mail or, unless prohibited by law, deliver policy notices to **you**. If a lienholder is named in this policy, any notices **we** give to the lienholder may be mailed or delivered. When mailed, the United States Postal Service or its licensed agents or vendors may forward such notices to an updated address per any change of address that **you** have presented to or filed with the United States Postal Service. In addition, **we** may update **our** policy records to reflect this updated address and/or address future policy notices to this address. Except where prohibited by law, a policy notice under this Policy Notices condition will be deemed "mailed" or "delivered" if it is delivered by electronic transmittal or facsimile.

15. **Payment**

At the policy's inception, if **you** make a premium payment using a nonnegotiable instrument such as a check or debit card with insufficient funds, the policy is rescinded and is not subject to the Cancellation provisions of the policy. If **you** make a premium payment for a renewal of **your** policy using a nonnegotiable instrument, **our** offer of policy renewal is deemed rejected by **you** and the policy terminated without renewal.

16. **Joint and Individual Interests**

If there is more than one **named insured** on this policy, any **named insured** may cancel or change this policy. The action of one **named insured** will be binding on all persons provided coverage under this policy.

17. Loss Payable Provisions

It is agreed that at **our** option, any payment for damage to the **car** described in this policy shall be paid as interest may appear to the **named insured** and the lienholder shown on the **Declarations Page**, or through the repair of the damaged **car**. When **we** provide payment to the lienholder, the payment will be the lowest of the actual cash value of **your insured car** or the existing loan balance, whichever is less. Any change in title or ownership of the **car**, or error in its description shall not void coverage afforded to the lienholder.

The policy does not insure **you** or any lienholder for **damages** due to:

- a. conversion;
- b. embezzlement;
- c. secretion;
- d. fraudulent acts;
- e. material misrepresentation or omission; or
- f. intentional damages

by **you**, any **family member** or anyone acting under the direction of either of **you**.

When a payment is made to the lienholder, **we** are entitled to all the rights of the lienholder to the extent of such payment. The lienholder shall do whatever is necessary to secure such rights. No subrogation shall impair the right of the lienholder to recover the full amount of its claim.

We reserve the right to cancel this policy at any time as provided by its terms. In case of cancellation or lapse **we** will give notice to the lienholder as required under the law. Cancellation will terminate the policy and this agreement as to any interest of the lienholder.

18. Limited Material Damage Coverage in Mexico

WARNING - LIMITED COVERAGE IN MEXICO - READ THIS WARNING CAREFULLY

Car accidents in Mexico are subject to the laws of Mexico only - NOT the United States of America.

With respect to **car accidents**, the laws of the United States and of Mexico are different. For example, in Mexico all **car accidents** are a criminal matter. In the United States, most **car accidents** are only a civil matter. If **you** do not have valid Mexican automobile insurance and **you** have an **accident**, **you** may spend time in a Mexican jail or have **your car** impounded.

This policy does not provide liability insurance in Mexico. **You** only have coverage for material damage to **your insured car**. It does not provide valid automobile liability coverage in Mexico. **You** should purchase valid automobile liability coverage from a licensed Mexican insurance company before driving into Mexico.

Limited Mexico Coverage

If **your insured car** includes Coverage F - Comprehensive Coverage and Coverage G - Collision Coverage as shown on the **Declarations Page**, then Coverage F and Coverage G are extended on a limited basis when **your insured car** is within Mexico. This limited coverage applies only when:

- a. The loss occurs while **your insured car** is within 50 miles of the United States border;
- b. **Your insured car** is in Mexico for infrequent trips that do not exceed five (5) consecutive days at any one time, and do not exceed twenty-three (23) days in any calendar month;
- c. **Your insured car** is garaged only in the United States;
- d. **Your insured car** is maintained, operated, driven or used in Mexico only by **you** or a **family member** who lives in the United States; and
- e. **Your insured car** is returned to the United States after a loss for **our** inspection. Any cost for towing and transportation required to return **your insured car** to the United States for **our** inspection, or for salvage operations of the **car** while within Mexican territory, are not covered under this policy.

The insurance provided by this provision will be excess over any other collectible insurance.

19. **Car Sharing**

You must disclose in writing to **us your** participation as either a driver or **car** owner, in any **Personal Car Sharing Program, Commercial Ride-Sharing Program**, or other similar arrangement. Failure to do so may result in the rescission, cancellation or nonrenewal of **your** policy. This duty does not apply to a share-the-expense car pool.

Special Provisions

The Company named on the **Declarations Page** has caused this policy to be signed by the officers shown below.

Secretary

Vice President