



**GEORGIA PERSONAL CAR
POLICY**

**P.O. Box 723128
Atlanta, GA 31139**

In the event of an accident please call:

1-888-580-8134

All other calls:

1-888-952-2902

Form 05-GA (06/2010)

TABLE OF CONTENTS

Other Insurance 16

ENDORSEMENTS

INSURING AGREEMENT

DEFINITIONS

PART I - LIABILITY TO OTHERS

Insuring Agreement	6
Additional Definitions for Part I Only	6
Additional Payments	6
Exclusions	6
Limits of Liability	8
Out of State Insurance	8
Other Insurance	8
Financial Responsibility Laws	8

PART II - MEDICAL PAYMENTS

Insuring Agreement	8
Additional Terms for Part II	9
Additional Definitions Used in Part II Only	9
Exclusions	9
Limits of Liability	10
Other Insurance	10
Assignment of Benefits	10

PART III - UNINSURED MOTORISTS

Insuring Agreement	10
Additional Terms for Part III	10
Additional Definitions Used in Part III Only	10
Exclusions	11
Limits of Liability	12
Other Insurance	13

PART IV - CAR DAMAGE COVERAGE

Insuring Agreement	13
Towing and Labor Coverage	13
Loss of Use Coverage	13
Additional Definition	13
Exclusions	14
Limits of Liability	15
No Benefit to Bailee	15
Appraisal or Arbitration	15
Payment of Loss	16
Loss Payees & Lienholder's Rights	16

PART V - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

Insuring Agreement	16
Limits of Liability	16
Death, Dismemberment or Loss of Sight	16
Covered Events	17
Seat Belt Coverage	17
Exclusions	17
Additional Terms for Part V	17
Notice of Claim	17
Proof of Loss	17
Payment of Claims	17
Physical Examination and Autopsy	17

PART VI - GENERAL PROVISIONS

Policy Period & Territory	17
Two or More Cars Insured	17
Claims Handling	18
Suits Against Us	18
Our Recovery Rights (Subrogation & Reimbursement)	18
Assignment	19
Policy Changes	19
Cancellation and Non-Renewal	19
Automatic Termination	20
Proof of Notice	20
Our Right to Void for Failure of Initial Payment	20
Policy Conformed to Statutes	21
Fraudulent Claims and/or Misrepresentation	21
Conditions Precedent	21
Bankruptcy	21

YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES

Notice of Accident or Loss	21
Other Duties	21

NAMED DRIVER - NON-OWNED VEHICLE COVERAGE

NAMED DRIVER EXCLUSION

LIMITED COVERAGE ENDORSEMENT

DIRECT REPAIR PROGRAM (DRP) ENDORSEMENT

RENTAL CAR COVERAGE ENDORSEMENT

TS-CC BUYBACK OPTION ENDORSEMENT

PUNITIVE DAMAGES WAIVER

PRIVACY NOTICE

Please read **your** Personal Car Policy. It is a binding legal contract between **you** and **us**. The **Application** and **Declarations Page**, and any endorsements issued by **us**, are part of the contract formed by this policy. This policy describes which vehicles and **persons** have coverage, and which vehicles and **persons** do not have coverage. It includes language that excludes, restricts and limits coverage. It also describes the duty to give **us** notice of an **accident** or **loss**, and to notify **us** about changes in vehicles or drivers in **your household**.

IMPORTANT: Coverage does not apply under this policy for any **person** who does not comply with all:

1. Notice requirements;
2. Duties; and
3. Policy terms.

Anyone insured under this policy must comply with the policy requirements before coverage applies. Failure to comply may result in a claim or coverage denial.

The last day of any time period required by this policy to make a payment, perform a duty or give notice, may be any day of the year, including a Saturday, Sunday or public holiday.

INSURING AGREEMENT

If **you** pay **your** premium when due, **we** agree to insure **you**, subject to the terms of this policy, for the coverage shown on the **Declarations Page**, up to the limits of liability.

If **you** make **your** initial payment by check or any method other than cash, coverage under this policy is conditioned upon that initial payment being honored when first presented for payment to **your** bank or financial institution.

DEFINITIONS

When shown in this policy in **bold** print the words and phrases listed below have the meaning

shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. **"Accident"** means an unexpected and unintended event that causes **bodily injury, property damage or loss**, which arises out of the ownership, maintenance, or use of a motor vehicle designed for use on public roads.
2. **"Actual cash value"** means the fair market value of stolen or damaged property at the time and place of the **loss**. When determining fair market value:
 - a. The age, mileage and physical condition of the property will reduce its value; and
 - b. **Depreciation** and prior damage will reduce its value.
3. **"Application"** means the form(s) provided by **us** to collect the information upon which **we** rely to decide to issue this policy and determine the proper premium to charge for the risk to be insured. This includes any supplemental application and coverage election, selection and rejection forms provided by **us**, and requests for additional information.
4. **"Auto business"** means motor vehicle **business** operations, including but not limited to:
 - a. Selling;
 - b. Leasing;
 - c. Transporting;
 - d. Delivering;
 - e. Repairing;
 - f. Servicing;
 - g. Road testing;
 - h. Cleaning;
 - i. Parking;
 - j. Storing;
 - k. Renting; or
 - L. Towing;any motor vehicles.
5. **"Bodily injury"** means bodily harm to a **person** and sickness, disease or death that result from it.
6. **"Business"** means:
 - a. A job, trade, profession, or occupation, whether full-time or part-time; and

b. Any employment or commercial activity of any kind.

7. **"Car"** means a motorized passenger type vehicle that is a sedan, passenger van, sport utility vehicle or pick-up truck, of a kind required to be registered under the state motor vehicle laws for use on the public roads, that has at least four but no more than 6 wheels and has a gross vehicle weight rating of 10,000 or less (as determined by the manufacturer). **"Car"** does not include any:
 - a. Motorcycle, dirt bike or all-terrain vehicle (ATVs);
 - b. Golf cart;
 - c. Tractor;
 - d. Farm machinery;
 - e. Step-van or vans with cabs separate from the cargo area;
 - f. Vehicles operated on rails or crawler treads;
 - g. Recreational vehicle; or
 - h. Vehicle of any type while used:
 - (1) As a residence or premises; or
 - (2) For office, store or display purposes.
8. **"Declarations Page"** means the document from **us** with respect to this policy, listing:
 - a. The types of coverage **you** have elected;
 - b. The limit for each coverage;
 - c. The cost for each coverage;
 - d. The listed **cars** covered by this policy;
 - e. The coverage **you** bought for each **car**; and
 - f. Other information that applies to this policy.
9. **"Delivery"** means to be engaged in the activity of transporting, delivering or picking up **persons**, property, products, materials or goods for any consideration, compensation, salary, fee or receipt of any kind of reimbursement or payment in the course of any **business**, whether paid or given:
 - a. In general connection with such transportation or any other duties of any **business** activities; or
 - b. By the passenger, recipient or any other party on a per-trip basis;

- “Delivery”** includes going to a pick-up and returning from a drop-off. **“Delivery”** also includes but is not limited to delivery of magazines, newspapers, food, and any other products.
10. **“Depreciation”** means a decrease in the value of property as occurs:
 - a. Over a period of time in the marketplace;
 - b. Due to wear and tear; and
 - c. Due to obsolescence.
 11. **“Driver’s License”** means a valid and current certificate, permit or license issued by a state or governmental agency, authorizing a **person** to operate a motor vehicle.
 12. **“Failure to pay premium”** means nonpayment, when due, of any premium or other payment due. This includes the dishonor or rejection, or refusal to pay, by a financial institution of any noncash payment made to **us** or made for this policy.
 13. **“Household”** means the address where **you reside** that is shown on the **Declarations Page**.
 14. **“Insured car”** means:
 - a. Any **car** described on the **Declarations Page**.
 - b. Any **car you** acquire to replace a **car** described on the **Declarations Page**, subject to the following conditions:
 - (1) The existing coverages on the **car** replaced will apply to a replacement **car** as of the date it is acquired if **you** notify **us** within 30 days of the date it is acquired by **you**. Car Damage Coverage shall not apply to the replacement **car** if **we** do not get notice within those 30 days.
 - (2) A replacement **car** will not be provided more coverage than applied to the **car** it replaced until and unless **you** ask **us** to add coverage and **our** conditions are met. If **you** add coverage or increase limits, that added coverage or increased limit does not apply until after **you** have asked **us** to add the coverage or increase limits.
 - c. Any additional **car**, other than a replacement **car**, that **you** acquire during the policy period, but only if **we** insure all **cars you** own and you give **us** notice within 30 days of the date the **car** is acquired by **you**. No coverage will apply to an additional **car** if **you** do not notify **us** within 30 days of acquiring that **car**. No Car Damage Coverage shall apply to an additional **car** until after the time **you** give **us** notice **you** have acquired the **car**, unless it is a replacement **car** and those conditions have been met.
 15. **“Loss”** means direct, sudden, and loss of, or physical damage to an **insured car**, caused by an **accident**. This definition does not apply in Part V.
 16. **“Minimum limits”** means the minimum amount of liability insurance required by the motor vehicle financial responsibility and/or insurance laws of the state in which **you reside**, as shown in **our** records.
 17. **“Named insured”** means the **person** or **persons** shown as the policyholder on the **Declarations Page**.
 18. **“Non-owned car”** means any **car**, other than an **insured car**, that is not **owned** by or furnished or available for regular or frequent use by **you**, any resident of **your household** or **your** non-resident spouse. **“Non-owned car”** does not include any **car** rented for more than 30 consecutive days.
 19. **“Occupying”** means to be in or upon a **car**, or engaged in the immediate act of getting in, on, out of or off.
 20. **“Owns”** and **“Owned”** means to:
 - a. Hold legal title to the **car**;
 - b. Have legal possession of the **car** subject to a written conditional sales agreement; or
 - c. Have legal possession of the **car** under a lease agreement of more than 30 days.
 21. **“Owner”** means the **person** or entity who:
 - a. Holds legal title to the **car**;
 - b. Has legal possession of the **car** subject to a written conditional sales agreement; or
 - c. Has legal possession of the **car** under a lease agreement of more than 30 days.
 22. **“Person”** means a natural, living human being and not a corporation, partnership, association or **business** name.
 23. **“Property damage”** means physical damage to, or destruction or loss of use of tangible property. This definition does not apply in Part III.
 24. **“Punitive damages”** means damages that may be imposed to:
 - a. Punish or deter wrongful, malicious or unlawful conduct;
 - b. Deter wrongful, malicious or unlawful conduct; or
 - c. Fine, penalize or impose a statutory penalty;
 other than damages intended to compensate for actual **bodily injury** or **property damage** incurred by a **person**. **“Punitive damages”** include, but are not limited to, damages referred to under any law as punitive damages, exemplary damages, treble damages or statutory multiple damages.
 25. **“Racing”** means:
 - a. Preparing or participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not, including an unplanned or spontaneous drag race on public roads; or
 - b. Operating an **auto** on a track or course designed or used for racing, high performance or high speed driving.
 26. **“Relative”** means:
 - a. A **person** who **resides** in **your household** and is related to **you** by blood, marriage or adoption;
 - b. **Your** ward or foster child who primarily **resides** with **you**.
 If the **“named insured”** shown on the **Declarations Page** is not a **person**, no one will be a **relative**.
 27. **“Reside”**, **“resides”** and **“residing”** mean to dwell permanently, as the **person's** primary and legal domicile.
 28. **“Resident”** and **“residents”** mean any **person** or **persons** who **reside** in the **household** of the **named insured**.

29. **"State"** means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
30. **"We"**, **"Us"** and **"Our"** mean the Company providing this insurance, as shown on the **Declarations Page**.
31. **"You"** and **"your"** mean the **"named insured"** shown on the **Declarations Page**, and spouse of that **named insured** if that spouse **resides** in the **household** of the **named insured** at the time of the **accident** or **loss**. **"You"** and **"your"** will also include the spouse of the **"named insured"** even after the end of the marriage, but only until the earliest of one of the following events:
 - a. The end of a 90 day period after the marriage ends;
 - b. The cancellation, nonrenewal or termination of the policy as set forth in the General Provisions; or
 - c. The end of the policy period shown in the **Declarations Page**.

PART I - LIABILITY TO OTHERS

Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for coverage for Liability To Others, **we** will pay damages for **bodily injury** or **property damage** for which any **insured person** becomes legally responsible because of a **car accident**. Damages include prejudgment interest awarded against the **insured person**.

We have the right to investigate, negotiate and settle any claim for damages covered by this coverage as **we** deem appropriate. **We** will settle or defend claims and lawsuits for damages covered under this Part I as **we** deem proper, with attorneys hired and paid for by **us**.

In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for damages under this coverage has been paid. **We** have no duty to defend any lawsuit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

The coverage afforded under this policy shall be at least as extensive as the minimum liability coverage required by Georgia law, as amended.

Additional Definition for Part I Only

As used in Part I:

"**Insured person**" or "**insured persons**" means:

1. **You**, with respect to liability arising out of the ownership, maintenance or use of an **insured car**.
2. **You**, while driving a **non-owned car** with permission of its **owner**.
3. Any other **person** using an **insured car** with **your** permission.
4. Any other **person** listed as a driver on the **Declaration Page** while driving an **insured car**.

5. A **relative** listed as a driver on the **Declaration Page**, with respect to an **accident** while driving a **non-owned car** with permission of its **owner**.
6. Any Additional Interest shown on the **Declarations Page**, with respect to liability arising out of the use of the **insured car** by a **person** described above. Inclusion of an Additional Interest Insured shall not increase **our** limit of liability. Coverage for the Additional Interest insured is excess over any other valid insurance. Coverage for an Additional Interest insured is limited to the **insured car** for which the Additional Interest insured has been shown on the **Declarations Page**.

Additional Payments

For an **insured person**, **we** will pay, in addition to **our** limit of liability:

1. All expenses **we** incur in the settlement of any claim.
2. All expenses **we** incur in the defense of any lawsuit alleging claims against an **insured person** that may be covered by this policy.
3. Premiums on appeal bonds and attachment bonds required in any suit **we** defend. **We** have no duty to:
 - a. Pay the premium for any bonds that are more than **our** limit of liability;
 - b. Apply for or furnish bonds; or
 - c. Pay any premium for any appeal bond after **we** have tendered or offered the policy limit in payment of that portion of any judgment that falls within **our** limit of liability.
4. Up to \$100 for a bail bond needed due to an **accident** arising out of the use of an **insured car**. **We** have no duty to apply for or furnish bonds.
5. Other reasonable expenses, other than loss of earnings, incurred at **our** request.

Exclusions

Coverage for Liability to Others and **our** duty to defend do not apply to:

1. **Bodily injury** or **property damage** that arises out of the ownership, maintenance or use of a motor vehicle as a livery service or for **delivery**. This exclusion does not apply to shared-expense car pools.
2. **Bodily injury** or **property damage** caused by an intentional act by, or at the direction of, an **insured person**, even if the **bodily injury** or **property damage** that results is not what was intended. This exclusion does not apply to the portion of the damages that is less than or equal to **minimum limits** if the **person** who sustains the **bodily injury** or **property damage** is not able to otherwise recover those damages from any other source if coverage under this Part I were to be denied.
3. **Bodily injury** or **property damage** caused by any **person** using an **insured car** without **your** express or implied permission.
4. Use of a **non-owned car** by an **insured person** without the **owner's** permission or if being used outside of the scope of the **owner's** permission.
5. **Bodily injury** or **property damage** that arises out of, or is due to:
 - a. The ownership or use of a **car** for transporting any explosive substance, toxic material, flammable substance, or similarly hazardous material;
 - b. Nuclear reaction or radiation;
 - c. A peril to which a nuclear energy liability insurance applies or is required by law to apply;
 - d. Radioactive, pathogenic, poisonous, biological, toxic, or hazardous contamination or materials; or
 - e. War (declared or undeclared) or warlike action of any kind.
6. **Bodily injury** to an employee, employer or co-worker of any **insured person** that occurs in the course of employment. Coverage does not apply to a domestic employee if benefits are payable or are required to be provided under any workers' compensation or other similar law.

7. **Bodily injury or property damage** that arises out of the ownership or **use** of an **insured car** when it is:
- Rented, leased or provided to anyone in exchange for any form of value, compensation or reimbursement;
 - Entrusted to another **person** or entity for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
 - Sold to any **person** or entity other than **you** or a **relative**; or
 - Under a conditional sales agreement and is no longer in **your** possession.
8. **Bodily injury or property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car** by an **insured person**, while in the course or scope of employment. This exclusion does not apply to the portion of the damages that is less than or equal to **minimum limits** if:
- The **insured person** has no other source of liability coverage that will cover the **accident**; and
 - The **person** who sustains the **bodily injury or property damage** is not able to otherwise recover those damages from any other source if coverage under this Part I were to be denied.
9. **Bodily injury to you** (including the spouse of the **named insured**).
10. **Bodily injury to a relative**. This exclusion does not apply to a **relative**, other than the spouse of the **named insured**, for the portion of the damages that is less than or equal to **minimum limits** if that **relative** who sustains the **bodily injury** is not able to otherwise recover those damages from any other source if coverage under this Part I were to be denied.
11. **Bodily injury or property damage** arising out of the operation of any traction engine, road roller, grater, tractor crane, power shovel, well driller, or implement of animal husbandry.
12. Any liability assumed by an **insured person** under any contract or agreement, except for coverage shifted to this policy by Georgia law for the operation a motor vehicle by **you** or a **relative** if that motor vehicle is **owned** by a **person**, firm, or corporation engaged in the **business** of retail sales of motor vehicles.
13. **Bodily injury or property damage** caused by an **insured car** when it is driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**. This exclusion does not apply to the portion of the damages that is less than or equal to **minimum limits** if the **person** who sustains the **bodily injury or property damage** is not able to otherwise recover those damages from any other source if coverage under this Part I were to be denied.
14. **Bodily injury or property damage** caused by an **insured person** operating an **insured car** or **non-owned car** while involved in prearranged **racing** or operating an **auto** on a track or course designed or used for racing, high performance or high speed driving. This exclusion does not apply to the portion of the damages that is less than or equal to **minimum limits** if the injured party who sustains the **bodily injury or property damage** is not able to otherwise recover those damages from any other source if coverage under this Part I were to be denied.
15. **Bodily injury or property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car**, which is **owned** by **you** or furnished or available for regular or frequent use by **you** or any **insured persons**.
16. **Bodily injury or property damage** for which the United States Government is liable under the Federal Tort Claim Act.
17. **Bodily injury or property damage** resulting from the ownership, maintenance, or use of any motor vehicle by any **person** while engaged in any **business** activities. This exclusion does not apply to:
- Business** use of an **insured car** that has been declared to **us** and for which **you** have paid the additional premium for that use;
 - Use of an **insured car** by **you** or a **relative** in an **auto business**; or
 - The portion of the damages that is less than or equal to **minimum limits** if:
 - The **insured person** has no other source of liability coverage that will cover the **accident**; and
 - The **person** who sustains the **bodily injury or property damage** is not able to otherwise recover those damages from any other source if coverage under this Part I were to be denied.
18. **Property damage** to property:
- Rented to;
 - Used by;
 - Transported by;
 - Owned by; or
 - In the care of; the **insured person**.
- This exclusion does not apply to **property damage** to a residence or private garage not owned by an **insured person, you** or a **relative**, that is rented by **you**.
19. **Bodily injury or property damage** that occurs while the **insured person** is committing a felony or attempting to elude law enforcement personnel. This does not apply to:
- Misdemeanor violations of the motor vehicle or traffic code; or
 - The portion of the damages that is less than or equal to **minimum limits** if the **person** who sustains the **bodily injury or property damage** is:
 - An innocent, injured third party who did not participate in, contribute to, direct or consent to the felonious act or attempts to elude law enforcement; and
 - Not able to otherwise recover those damages from any other source if coverage under this Part I were to be denied.

20. **Bodily injury or property damage** resulting from the operation of any **car** by a specifically named excluded driver.

If a court with proper jurisdiction finds an exclusion is invalid and cannot be enforced, that exclusion is revised so it will:

1. Not to apply to the portion of damages that is less than or equal to the **minimum limits** if the **person** who sustains the **bodily injury or property damage** is an innocent, injured third party not able to otherwise recover those damages from any other source if coverage under this Part I were to be denied; and
2. Apply and be enforced as to all other damages.

Limits of Liability

Without regard to the number of:

1. **Insured persons**;
 2. **Cars** insured under this policy;
 3. Separate premiums paid or shown on the **Declarations Page**;
 4. Policies issued;
 5. Claims made;
 6. Vehicles involved;
 7. Heirs or wrongful death beneficiaries involved; or
 8. Lawsuits filed;
- we** will pay no more than the limits of liability shown on the **Declarations Page** due to any one **accident**. There will be no stacking or combining of coverage afforded to more than one **car** or **insured person** under this policy.

The limit for "each person" is the most **we** will pay due to **bodily injury** sustained by a **person** in an **accident**, and only the limit for "each person" will apply to the total of claims made due to that **bodily injury**, including any and all claims:

1. Derived from such **bodily injury** including, but not limited to:
 - a. **Loss** of society;
 - b. **Loss** of companionship;
 - c. **Loss** of service or support;

- d. **Loss** of consortium; and
 - e. Wrongful death; and
2. For mental anguish or emotional distress due to observing the **accident** or **bodily injury** occur.

Subject to the **bodily injury** limit for "each person", the limit for "each accident" is the most **we** will pay for **bodily injury** sustained by two or more **persons** in one **accident**.

The **property damage** liability limit for each occurrence is the most **we** will pay for any damage to property in one **accident**.

No one is entitled to duplicate payments under this coverage for the same element of damages that has been paid by:

1. Any other coverage under this policy;
2. Workers' compensation or any similar insurance; or
3. Any other source.

Our limit of liability will not be increased for an **accident** because a trailer is attached to an **insured car** or a **non-owned car** at the time of the **accident**.

Any payment to a **person** under this liability coverage shall be reduced by any payments to that **person** under Uninsured Motorist Coverage and Underinsured Motorist Coverage.

Out of State Insurance

If an **accident** to which this Part I applies occurs in any state, territory or possession of the United States of America or any territory of Canada, other than the one in which an **insured car** is principally garaged, and the state, province, territory or possession has:

1. A financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. A compulsory insurance or similar law requiring a non-resident to maintain

insurance whenever the non-resident drives a **car** in that state, province, territory or possession, this policy will provide the greater of:

- a. The required minimum amounts and types of coverage; or
- b. The limits of liability under this policy.

Other Insurance

If other motor vehicle liability insurance applies to an **accident** covered by this Part I, **we** will pay the proportionate share **our** limit of liability bears to the total of all applicable liability limits.

However, any insurance **we** provide for a **car**, other than an **insured car**, will be excess over any other collectible insurance, self-insurance or bond, except as to a policy of liability insurance that applies to a motor vehicle **owned** by a **person**, firm, or corporation engaged in the **business** of retail sales of motor vehicles and that policy is issued to that **business**, but only if:

1. **You** or a **relative** are **operating** that motor vehicle; and
2. Neither **you** nor any **relative** are employed by the motor vehicle's **owner** or that **business**.

Financial Responsibility Laws

When **we** certify this policy as proof of future financial responsibility, this policy will comply with the minimum financial responsibility laws, as amended, to the extent required for **bodily injury** and **property damage**. **You** must reimburse **us** for any payment **we** make which **we** would not have made under the terms of this policy except for it being certified.

PART II – MEDICAL PAYMENTS

Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for Medical Payments Coverage when due, **we** will pay the **usual and customary charge** for reasonable and necessary medical and funeral services because of **bodily injury**:

1. Caused by an **accident**; and
2. Sustained by an **insured person** while operating or **occupying** an **insured car**.

Additional Terms for Part II

Medical Payments Coverage is subject to the following:

1. Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**. If the **insured person** is sued for payment of any medical expense that **we** have refused to pay because:
 - a. The fee is unreasonable or exceeds the **usual and customary charge**; or
 - b. The service is unnecessary; **we** will defend the **insured person** with an attorney of **our** choice. **We** will pay defense costs and any judgment against the **insured person** up to **our** limit of liability. However, **we** have no duty to defend the insured if **we** deny an expense charged because it was not caused by a covered **accident**.
2. **We** will pay only for expenses incurred within 3 years from the date of the **accident**.
3. **We** have the right to review medical expenses and records to determine if each expense is reasonable and necessary for the diagnosis and treatment of the **bodily injury**.
4. **We** may refuse to pay for any portion of a medical expense:
 - a. That is unreasonable because the fee for the service is greater than the fee that is the **usual and customary charge**.
 - b. When the service(s) rendered is:
 - (1) Not provided and prescribed by a state licensed medical or health care provider acting within the scope of that license;
 - (2) Unnecessary for the treatment of the **bodily injury**; or
 - (3) For the treatment of a **bodily injury** that was not caused by the **accident**.
5. **We** may use sources of information selected by **us** to determine if any medical expense is:
 - a. Reasonable and necessary;

- b. Caused by the **accident**; and
- c. Greater than the **usual and customary charge**.

These sources may include:

- a. Exams by doctors **we** select. **We** will pay for these exams;
- b. Review of medical records and test results by **persons** and services selected by **us**;
- c. Computerized programs for analysis of medical treatment and expenses; and
- d. Published sources of medical expense information.

Additional Definitions for Part II Only

When shown in Part II in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. "**Insured person**" means:
 - a. **You**.
 - b. Any **relative**.
 - c. Any **person** listed as a driver on the **Declarations Page**.
 - d. Any other **person** legally **occupying** an **insured car** while the **car** is being driven by **you** or any other **person** with **your** permission.
2. "**Usual and customary charge**" means the amount **we** determine represents a customary charge for medical services in the geographical area in which the service is rendered. **We** shall determine the **usual and customary charge** through the use of independent sources of **our** choice.

Exclusions

This coverage does not apply for **bodily injury** to any **person**:

1. While **occupying** an **insured car** when used as a livery service or for **delivery**.
2. While **occupying** any motor vehicle while used as a residence.

3. While **occupying** a vehicle other than a **car** while the vehicle is being used in the **business** or occupation of an **insured person**.
4. During the course of employment if benefits are payable or must be provided under a Workers' Compensation Law or similar law.
5. Arising out of an **accident** involving any motor vehicle while being used by a **person** while employed or engaged in any **auto business**. This exclusion does not apply to **you** or a **relative** using an **insured car**.
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. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials; or
 - h. Any consequence of any of these.
7. While **you** or anyone driving with **your** permission is using an **insured car** while committing a crime or fleeing any law enforcement personnel.
8. While an **insured car** is being driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**.
9. While an **insured car** is used for **racing**.
10. For whom the United States Government or its military services are required (directly or indirectly) to provide similar services or benefits.
11. While an **insured car** is:
 - a. Rented, leased or provided to anyone in exchange for any form of value, compensation or reimbursement;
 - b. Entrusted to another **person** or entity for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
 - c. Sold to any **person** or entity other than **you** or a **relative**; or

- d. Under a conditional sales agreement and is no longer in **your** possession.
12. Resulting from the ownership, maintenance, or use of any **insured car** by a **person** while engaged in any **business** activities. This exclusion applies to any use of a vehicle for any **business**, including but not limited to livery or **delivery** services. This exclusion does not apply to:
- Business** use of an **insured car** has been declared to **us** and an additional premium has been paid; or
 - Use of an **insured car** by **you** or a **relative** in an **auto business**.

Limits of Liability

Without regard to the number of:

- Insured persons**;
- Cars** insured under this policy;
- Separate premiums paid or shown on the **Declarations Page**;
- Policies issued;
- Claims made;
- Vehicles involved;
- Heirs or wrongful death beneficiaries involved; or
- Lawsuits filed;

we will pay no more than the limit of liability shown for this coverage on the **Declarations Page** for each **insured person**. There will be no stacking or combining of coverage afforded to more than one **car** under this policy.

No one will be entitled to duplicate payments under this coverage for any element of damages that has been paid by any other coverage under this policy or any other source.

Any payment **we** make under this coverage to an **insured person** shall be excess insurance over benefits paid or payable under the provisions of any disability benefits or similar law.

Other Insurance

If there is other applicable motor vehicle medical payments insurance on a loss covered by this

part **we** will not pay more than **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable medical payment insurance limits.

Any medical payments insurance **we** provide will be excess over any personal injury protection benefits under any policy.

Assignment of Benefits

Payment for medical expenses will be paid directly to a physician or other health care provider if **we** receive a written assignment signed by the **insured person** to whom such benefits are payable.

If **we** pay benefits directly to a physician or other health care provider, as directed by the written assignment, **we** have no duty to pay those same benefits to the **insured person**.

PART III – UNINSURED MOTORISTS

Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for **Uninsured Motorist Coverage**, **we** will pay compensatory damages an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** due to **bodily injury** sustained by an **insured person**, or **property damage**, when caused by an **accident** that arises out of the ownership, maintenance or use of the **uninsured motor vehicle**.

Additional Terms for Part III

The following Additional Terms apply to this Part III:

- The liability of the **owner** or operator of an **uninsured motor vehicle** must arise out of the ownership or **use** of an **uninsured motor vehicle**.
- We** will pay under this Part only:

- After the limits of liability under all other applicable liability policies and bonds have been exhausted by payment; or
- After an offer of settlement has been made to an **insured person** by the insurer of the **uninsured motor vehicle**, and **we** have been given:
 - Not less than 30 days written notice of that offer to pay; and
 - An opportunity to advance payment to the **insured person** in an amount equal to the offer settlement within 30 days after receipt of notice.

This clause b does not prevent an **insured person** from making a settlement using a Limited Release, as described in Georgia Code Section 33-24-41.1, as amended, which shall not release the legally liable uninsured or underinsured motorist from personal liability to the extent that there may be benefits under this Part for the **bodily injury** or **property damage** sustained by that **insured person**.

- We** are not bound by any judgment that arises out of a lawsuit with respect to:
 - The liability of an **owner** or operator of an **uninsured motor vehicle**; or
 - The amount of damages for **bodily injury** or **property damage** that result from an **accident**.
- We** are not bound by any settlement agreement entered into with the **owner** or **operator** of an **uninsured motor vehicle** that occurs without **our** written consent.

Additional Definitions for Part III Only

When shown in Part III in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

- "**Insured person**" means:
 - You**.
 - A **relative**.

- c. Any other **person** who uses or is **occupying** an **insured car** with **your** expressed or implied consent .
- 2. **“Motor vehicle”** means a self-propelled land motor vehicle designed for use on public roads and highways, and subject to motor vehicle registration laws.
- 3. **“Property damage”** means physical damage to or destruction of an **insured car** shown on the **Declarations Page** with a premium paid for Uninsured Motorist Property Damage Coverage. **“Property damage”** also includes physical damage to or destruction of any other personal property owned by the **insured person** if that property is in the **insured car** (for which this coverage applies) at the time of the **accident**.

“Property damage” does not include any loss of use.

- 4. **“Uninsured motor vehicle”** means a **motor vehicle** for which:
 - a. No liability bonds, policies or self-insurance, or to which no deposit of cash or securities in place of such liability bond or policy applies, apply at the time of the **accident**.
 - b. There is liability insurance, but the liability insurer has legally denied coverage under its policy.
 - c. There is liability insurance, but the insurer writing the policy is or becomes insolvent. Before a **motor vehicle** shall be deemed to be an **“uninsured motor vehicle”** because of the insolvency of the liability insurer, **we** must be given notice within a reasonable time by an **insured person** of the pendency of any legal proceeding against such liability insurance company of which the **insured person** may have knowledge, and before:
 - (1) The **insured person** enters into any negotiation or arrangement with the liability insurance company; and

- (2) **We** are prejudiced by any action or inaction of the **insured person** with respect to the determinations of the insolvency of the liability insurance company.
- d. There are liability bonds, policies, self-insurance or other similar protection at the time of the **accident**, but the limit of liability under the bonds, policies, self-insurance or other similar protection available or paid to the **insured person**, after payment of liability claims to others or otherwise, is less than the:
 - (1) Full amount of compensatory damages the **insured person** is legally entitled to recover from the **owner** or **operator** of the **uninsured motor vehicle**. **THIS APPLIES ONLY IF YOU PAID THE PREMIUM FOR UNINSURED MOTORIST COVERAGE WITH THE “ADDED ON TO AT-FAULT LIABILITY OPTION”**; or
 - (2) Sum of the limits of liability of uninsured motorist coverage covering that **insured person** under this policy and any other policies covering that **person**. **THIS APPLIES ONLY IF YOU PAID THE PREMIUM FOR UNINSURED MOTORIST COVERAGE WITH THE “REDUCED BY AT-FAULT LIABILITY LIMITS” OPTION**.
- e. The **owner** or operator cannot be identified, and that **motor vehicle** causes **bodily injury** to that **insured person** or **property damage**. If there has been no physical contact between the unidentified vehicle alleged to have caused the **accident** and the **insured person**, a vehicle **occupied** by an **insured person** or an **insured car**, the facts of the **accident** must be corroborated by an eyewitness to the **accident** other than the claimant.

“Uninsured motor vehicle” does not include any vehicle or its equipment that is:

- a. **Owned** by, or furnished or available for the regular use of, **you** or a **relative**;
- b. Operated on rails or crawler treads;
- c. Designed for **use** mainly off public roads, while not on public roads;
- d. Located for use as a residence or premises;
- e. **Owned** or operated by a self-insured under any applicable motor vehicle law, except a self-insured that is or becomes insolvent, or that is underinsured; or
- f. Insured under Part I of this policy.

Exclusions

- 1. **We** do not provide coverage under this Part III for **bodily injury** or **property damage** for any **insured person**:
 - a. Using or **occupying** a vehicle without the permission of the **owner**. This does not apply to the use of the **insured car** by **you** or a **relative**.
 - b. While using or **occupying** any vehicle while that **insured person** is committing a crime.
 - c. That results from nuclear radiation, exposure, or contamination.
 - d. For **punitive damages**.
- 2. **We** do not provide coverage under this Part III for any **property damage**:
 - a. While an **insured car** is used for any **racing**.
 - b. While an **insured car** is used in an **auto business**.
 - c. That arises out of the use, care, custody, or control of an **insured car** when it is sold to any entity or **person** other than **you** or a **relative**.
 - d. That results from:
 - (1) A war or warlike action of any kind; or
 - (2) A bio-chemical attack or exposure to bio-chemical, pathogenic, poisonous, biological, or other toxic agents.
 - e. For which an **insured person** has been compensated by any other property or physical damage insurance.

3. This coverage shall not apply directly or indirectly to benefit any:
 - a. Insurer or self insurer under any of the following or similar laws:
 - (1) Workers compensation law; or
 - (2) Disability benefits law;
 - b. Government entity, unit or agency; or
 - c. Insurer of property.

If a court with proper jurisdiction finds an exclusion invalid, that exclusion is revised to apply only to the portion of damages that exceeds **minimum limits**.

Limits of Liability

Without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Claims made;
5. Vehicles involved;
6. Heirs or wrongful death beneficiaries involved; or
7. Lawsuits filed;

we will pay no more than the limit of liability shown for this coverage on the **Declarations Page**. There will be no stacking or combining of coverage afforded to more than one **car** under this policy.

Payments under this Part are subject to a deductible if shown in the **Declarations Page**.

The amount shown on the **Declarations Page** for “each person” is the most **we** will pay for all damages due to a **bodily injury** to one person in any one **accident**, and only the limit for “each person” will apply to the total of claims made for **bodily injury** and any and all claims:

1. Derived from such **bodily injury** including, but not limited to:
 - a. **Loss** of society;
 - b. **Loss** of companionship;
 - c. **Loss** of service or support;
 - d. **Loss** of consortium; and
 - e. Wrongful death.

2. For mental anguish or emotional distress due to seeing the **accident** or **bodily injury** occur.

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 persons in any one **accident**.

The most **we** will pay for **property damage** to an **insured car** arising out of any one **accident** is the lesser of:

1. The applicable limit of liability shown in the **Declarations Page** for Uninsured Motorist Property Damage Coverage;
2. The **Actual Cash Value** of the **insured car**;
3. The amount necessary to repair the **insured car** to its pre-loss physical condition; or
4. The amount necessary to replace the property with property of like kind and quality.

Property damage payments are subject to the following:

1. If **you** or the **owner** of the **insured car** keep the salvage, the amount **we** pay will be reduced by the salvage value.
2. The amount **we** will pay under this Part will be adjusted and reduced for **depreciation**, physical condition and betterment as applicable. **We** do not pay for the amount of any betterment. **You** are responsible to pay for any betterment, but not to be more than 20% of the market value of the **insured car** prior to the **loss**.
3. The amount **we** will pay to repair an **insured car** or replace parts will be based on the cost of parts which may be new, used, reconditioned, remanufactured or refurbished parts, that are original and/or non-original manufacturer parts or equipment.

No one will be entitled to duplicate payments for the same elements of damages under this policy or from any other source.

Any amount to be paid under this coverage, to or for an **insured person**, will reduce any amount

that the **person** is entitled to recover under Part I - Liability To Others.

IF YOU PAID THE PREMIUM FOR UNINSURED MOTORIST COVERAGE WITH THE “ADDED ON TO AT-FAULT LIABILITY OPTION, the damages an **insured person** is entitled to recover for **bodily injury** or **property damage**, as applicable, from the **owner** or **operator** of the **uninsured motor vehicle** shall be reduced by any amount:

1. Paid to the **insured person** because of **bodily injury** or **property damage** by or on behalf of any **persons** or organizations that may be legally responsible, including, but not limited to, all sums paid under Liability To Others Coverage provided by this policy;
2. Paid under Part II - Medical Payments Coverage, or any similar type medical payments coverage under any other motor vehicle policy, for the same element of damages;
3. Paid under Part IV – Car Damage Coverage for the same element of damages; and
4. Paid or payable for the same element of damages because of **bodily injury** under any workers’ compensation law.

IF YOU PAID THE PREMIUM FOR UNINSURED MOTORIST COVERAGE WITH THE “REDUCED BY AT-FAULT LIABILITY LIMITS” OPTION, our limit of liability under this Part III for **bodily injury** or **property damage**, as applicable, shall be reduced by any amount paid or to be paid:

1. To the **insured person** because of **bodily injury** or **property damage** by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to all sums paid under Part I of this policy;
2. Under Part II - Medical Payments Coverage, or any similar type medical payments coverage under any other motor vehicle policy, for the same element of damages;
3. Under Part IV – Car Damage Coverage for the same element of damages; and
4. Under any workers’ compensation law, disability benefits law or similar laws for the

same element of damages because of **bodily injury**.

Other Insurance

If there is other applicable uninsured and/or underinsured motorist insurance, the order of priority for payment is as follows:

- 1st:** Any and all policies insuring the injured **person** as a **named insured**; then
- 2nd:** Any and all policies insuring the injured **person** as a **relative**; then
- 3rd:** Any and all policies insuring the motor vehicle the injured **person** was **occupying** at the time of the **accident**.

If there is other applicable similar insurance, bonds or self-insurance with the same priority of payment available under more than one policy or provision for coverage on an **accident** covered by this Part, **we** will pay only **our** share of the damages, except as otherwise required by Georgia law or as decided by a court with proper jurisdiction. **Our** share is determined as the proportion that **our** limit of liability bears to the total of all limits applicable on the same level of priority.

However, any uninsured and/or underinsured motorist insurance **we** provide for an **insured person**, other than **you** or a **relative**, shall be excess over any similar collectible insurance providing such coverage on a primary basis for that **person**.

PART IV - CAR DAMAGE COVERAGE

Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for coverage under Part IV, **we** will pay for a **loss** described below to an **insured car** for which coverage has been purchased. **We** will pay for **loss** to an **insured car** caused by:

- 1. A comprehensive **loss**, other than collision, only if the **Declarations Page** shows that

Other Than Collision coverage applies for that **insured car**.

- 2. Collision, only if the **Declarations Page** shows that Collision Damage applies for that **insured car**.

Loss caused by:

- 1. Missiles;
- 2. Falling objects;
- 3. Fire;
- 4. Theft;
- 5. Malicious mischief or vandalism;
- 6. Riot or civil commotion;
- 7. Explosion;
- 8. Earthquake;
- 9. Windstorm, hail, water or flood; or
- 10. Accidental glass breakage;

are comprehensive losses to be paid under Other Than Collision coverage. **Loss** due to the hitting or being hit by an animal or bird will also be paid under Other Than Collision coverage, but only if there is proof that the **car** damage directly resulted from contact with that animal or bird. A comprehensive **loss** shall not include any **loss** covered as a collision.

Loss caused by an **insured car**:

- 1. Overturning; or
 - 2. Colliding with or being hit by another object;
- are collision losses to be paid under Collision Coverage. A collision **loss** shall not include any **loss** covered as a comprehensive **loss**.

Towing and Labor Coverage

If **you** paid the premium for Towing and Labor Coverage and it is shown on the **Declarations Page**, **we** will pay up to the limits shown on the **Declarations Page** for towing and labor costs incurred each time an **insured car** for which **you** bought this coverage is disabled. This includes the costs associated with emergency flat tire change, tire repair, battery jump, battery repair, fuel delivery (but not the fuel) and locksmith services each time an **insured car** is disabled, subject to the limits shown on the **Declarations Page** for that **insured car**. Covered labor must be performed at the time and place of

disablement and does not include routine maintenance of the **insured car**. The maximum amount **we** will pay for any single disablement will be the amount shown on the **Declarations Page** for this coverage for that **insured car**. **You** must provide **us** with a verifiable receipt of the towing or labor charges incurred. This coverage does not apply to towing from entrapment in snow, mud, water or sand, more than 100 feet from a public road or highway.

Loss of Use Coverage

If **you** paid the premium for Loss of Use Coverage and it is shown on the **Declarations Page**, when an **insured car** for which **you** bought this coverage sustains **loss** due to a collision or due to a comprehensive **loss** then, whether or not the actual **loss** to the **insured car** is covered by the Collision Damage or Other Than Collision coverage of this policy, **we** will reimburse **you** for actual expenses incurred for reasonable fares for substitute transportation, and/or necessary **car** rental charges **you** incur from a licensed rental car agency, while that **insured car** is inoperable due to that **loss**. **We** will pay no more than:

- 1. The limit shown on the **Declarations Page**;
or
- 2. The **actual cash value** of the **insured car** at the time of **loss**.

Loss of Use Coverage is limited to the period the vehicle is inoperable or under repair.

Loss of Use Coverage will end 72 hours after **we** offer to pay the amount **we** determine is due for a total loss.

No deductible applies to Loss of Use Coverage. The limits set forth above are the most **we** will pay as the result of any one **loss**, regardless of the number of **insured cars** listed on this policy or premiums paid.

Additional Definition

When shown in Part IV in **bold** print "**special/additional equipment**" means any of

the following, except when installed by the original manufacturer of an **insured car** or by the manufacturer's dealer as a manufacturer's new car option or equipment on an **insured car**:

1. Parts, accessories, ground effects and any other equipment or enhancement;
2. Any modified suspension equipment, modified engines, modified carburetor systems, modified equipment, or custom wheels, including, but not limited to:
 - a. Aluminum, magnesium, chrome or alloy wheels;
 - b. Special wide-tread tires or slicks;
3. Custom paint, murals, decals or graphics; special carpeting or furnishings; sunroofs, moon roofs, t-bar or height extending roofs; bubble domes or similar windows; refrigeration or cooking equipment and any equipment used for sleeping;
4. Electronic video, audio, digital or data transmitting, receiving, recording and playback device, including but not limited to:
 - a. Communication and audio devices, including citizen band radios, two way mobile radios, televisions, VCR, mobile cellular and other telephones, blue tooth devices, scanning monitor receivers, audio devices that record and/or play sound, including: radios; satellite radios; stereos; cassette tape decks; compact disk systems; MP3 devices; internet audio streaming devices; audio interface devices; radio scanners; and similar devices for reproducing sound;
 - b. GPS and other navigation systems;
 - c. Personal computers and internet access systems;
 - d. Video devices, including DVD devices, VCR's; monitors; cameras and televisions; and
 - e. Any accessories, cables, connectors or antennas used with any of these types of equipment.

Exclusions

Coverage does not apply to **loss**:

1. To an **insured car** while used for livery or **delivery** services. This exclusion does not apply to shared expense car pools.
2. Caused by:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion;
 - e. Revolution;
 - f. Nuclear reaction, radiation, or radioactive contamination;
 - g. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials unless caused by an act of vandalism aimed at the **insured car**; or
 - h. Any consequence of any of the items listed above.
3. To any **special/additional equipment**. However, if **you** have paid the premium for Special/Additional Equipment Coverage and it is shown on the **Declarations Page**, this exclusion shall not apply to the **special/additional equipment** listed on the schedule of **special/additional equipment** in **our** records. If **you** change the **special/additional equipment** on an **insured car**, **you** must notify **us** to change **your** listed equipment before any added **special/additional equipment** will be covered.
4. To any camper body or trailer.
5. That occurs to any vehicle while it is located for use as a residence or premises.
6. That results from off-road recreational use of a vehicle.
7. Resulting from:
 - a. Prior **loss** or damage;
 - b. Manufacturer's defects; or
 - c. Any of the following:
 - (1) Wear and tear;
 - (2) Freezing;
 - (3) Mechanical or electrical breakdown or failure;
 - (4) Road damage to tires; or
 - (5) Mold, mildew, fungi or any by-product of these;unless the damage is the result of other **loss** covered by this policy.
8. To any personal property, including but not limited to wearing apparel, any personal property, tools or nonstandard equipment and racks which is permanently or temporarily attached to an **insured car** at the time of the **loss**.
9. That occurs while **you**, or anyone driving with **your** permission, is using an **insured car**:
 - a. In an illegal trade or transportation;
 - b. While committing a crime (other than a violation of a traffic law or similar law governing the ownership or operation of a vehicle); or
 - c. While fleeing any law enforcement personnel.
10. Arising out of or due to the use of an **insured car** for transportation of any explosive substance, flammable liquid or similarly hazardous material, except transportation, incidental to ordinary residential or farm activities. This shall not apply to the fluids necessary for the operation of the vehicle.
11. That occurs while an **insured car** is involved in any prearranged **rac**ing or operating an **auto** on a track or course designed or used for racing, high performance or high speed driving.
12. That occurs while an **insured car** is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described on this policy.
13. Due to theft or conversion by **you**, or a **relative**. However, this does not apply to the interest of a **named insured** or the spouse of the **named insured** who **resides** in the same **household** as the **named insured** if that **person** did not consent to, direct, contribute to, or participate in the theft or conversion.
14. To an **insured car** caused intentionally by or at the direction of any **person** listed on the **Declarations Page**. This exclusion will not apply to the interest of **named insured** or **relative** who **resides** in the same **household** as the **named insured** if the

loss is a result of family violence, as defined by Georgia laws, as amended, and:

- a. The state law protects that interest;
 - b. That **person** has not:
 - (1) Participated in;
 - (2) Contributed to;
 - (3) Directed; or
 - (4) Consented to;the intentional act causing the **loss**; and
 - c. A family violence complaint is brought for the act causing the **loss**.
15. That occurs while an **insured car** is driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**.
 16. That occurs while an **insured car** is rented to, leased to, or loaned to any **person** or organization in return for compensation, payment or benefit of any kind in exchange for, or resulting from, the use of the **insured car**.
 17. That occurs while under the care or control of a **business** or **person**, other than a **person** listed as an insured driver under this policy, in exchange for payment, compensation or payment in kind in exchange for, or resulting from, the use of an **insured car**.
 18. Due to the legal seizure or destruction of an **insured car** by any government or civil authority for any reason. However, this shall not apply to physical damage caused by search of the **insured car** by any government or civil authority in connection with any such seizure if:
 - a. No evidence of unlawfulness is found; and
 - b. Possession of the **insured car** is returned to the **named insured** or a **relative**.
 19. Due to the repossession of the **insured car** by a **person** or entity legally entitled to do so.
 20. Resulting from the ownership, maintenance, or use of an **insured car** while a **person** is engaged in any **business** other than **auto business** activities. This exclusion includes use of a vehicle for livery and **delivery**

services. This exclusion does not apply if **business** use of an **insured car** has been declared to **us** and an additional premium has been paid.

21. To any vehicle other than an **insured car** for which the premium has been paid for the coverage being sought under this Part.

Limits of Liability

1. **Our** Limit of Liability for **loss** shall not exceed the lowest of:
 - a. The **Actual Cash Value** of the stolen or damaged property at the time of **loss**, reduced by the deductible shown on the **Declarations Page**;
 - b. The amount necessary to repair the property to its pre-**loss** physical condition, reduced by the deductible shown on the **Declarations Page**;
 - c. The amount necessary to replace the property with property of like kind and quality, reduced by the deductible shown on the **Declarations Page**; or
 - d. Any Stated Amount Limit of Liability shown on the **Declarations Page**, including but not limited to any value listed for **special/additional equipment**.
2. If **you** or the **owner** of the **insured car** keep the salvage, the amount **we** pay will be reduced by the salvage value.
3. If **loss** is sustained by more than one **insured car** in the same collision, only the highest applicable deductible will apply.
4. The amount **we** will pay under this Part will be adjusted and reduced for **depreciation**, physical condition and betterment as applicable. **We** do not pay for the amount of any betterment. **You** are responsible to pay for any betterment, but not to be more than 20% of the market value of the **insured car** prior to the **loss**.
5. The amount **we** will pay to repair an **insured car** or replace parts will be based on the cost of parts which may be new, used, reconditioned, remanufactured or refurbished parts, that are original and/or

non-original manufacturer parts or equipment.

6. There shall be no duplicate recovery for the same elements of **loss** under this coverage and any other coverage under this policy or any other source.
7. Each item of **special/additional equipment** shall be subject to the deductible shown on the **Declarations Page** for **special/additional equipment**. No other deductible shall apply to **special/additional equipment**.

No Benefit to Bailee

These coverages shall not directly or indirectly benefit any **person** or entity other than **you** for **loss** to an **insured car**.

Appraisal or Arbitration

If **you** and **we** fail to agree on the amount of **loss**, either may demand an appraisal of the **loss**. Each will appoint a competent and disinterested appraiser. The appraisers will select a third appraiser to decide any differences. Each appraiser will state separately the **Actual Cash Value** and the amount of **loss**. The award in writing by any two appraisers will be binding and will determine the amount payable. Each party will pay the expenses of its chosen appraiser. The expenses and the cost of the third appraiser will be shared equally.

Instead of an appraisal as to the amount of **loss**, a written request for the case to be arbitrated as to that issue, pursuant to Georgia Regulation 120-2-52-.03(6) as amended, may be submitted to the Commissioner of Insurance. The request must be in writing and must include the facts of the case and where each party currently stands in the negotiations. Any claim so settled shall be binding on both parties, but shall not preclude or waive any other rights either party has under common law. The cost of the arbitration shall be borne equally by the parties to the arbitration.

We do not waive any of **our** rights under this policy by agreeing to an appraisal or arbitration of the amount of **loss**. Coverage issues or disputes under this policy may not be determined by the appraisers or arbitrators.

Payment of loss

At **our** option, **we** will pay the **loss** in money, or repair or replace the damaged or stolen property. With **your** consent, payment for repairs may be made directly to a repair shop if damage is repaired.

We may, at any time before the **loss** is paid or the property is replaced by **us**, return, at **our** expense any stolen property either to **you** or to the address shown in **our** records with payment for the resulting damage. **We** may keep all or part of the property at the agreed or appraised value, but there shall be no abandonment to **us**. **We** have no duty to preserve salvage.

We may make payment for a **loss** to **you** or the **owner** of the **car**. No payment is due under Part IV until **you** have fully complied with all of the conditions and duties stated in this policy.

Loss Payee & Lienholder's Rights

If a loss payee or lienholder is shown on the **Declarations Page** with respect to an **insured car**, any amount paid under this Part IV for **loss** to that **car** will be paid according to **your** interest and that of the loss payee or lienholder. **We** may make separate payments according to those interests. However, with **your** consent, payment may be made directly to a repair shop when the **loss** is being repaired.

We will be subrogated to the loss payee or lienholder's rights of recovery to the extent of **our** payment.

Where a claim is denied for non-cooperation or breach of the **Insured's** duties owed to **us**, the Loss Payee or lienholder's interest will not be protected. Where fraud, misrepresentation,

material omission, intentional damage, or conversion, secretion and/or embezzlement of an **car** has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected. **We** have no duty to make any payment to a lienholder or Loss Payee unless the **loss** is payable to **you** and all policy terms and conditions have been met.

We reserve the right to cancel the policy as permitted by policy terms. Cancellation shall terminate this agreement as to the Loss Payee's interest.

Other Insurance

If there is other applicable insurance or source of recovery for **loss** to an **insured car**, **we** will pay the proportionate share **our** limit of liability bears to the total of all available sources of recovery. The deductible of this policy will be taken in a proportionate share based on the deductibles of each policy.

Other sources of recovery include, but are not limited to any:

1. Coverage provided by the **car owner**;
2. Other physical damage insurance available; and
3. Other source of recovery that applies to the loss.

PART V - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

Insuring Agreement

If **you** have paid the premium for Accidental Death and Dismemberment Coverage and it is shown on the **Declarations Page**, **we** will pay the benefits described under the Limits of Liability in this Part V with respect to **bodily injury** sustained by the **named insured** as the result of a Covered Event specified in this Part V.

Limits of Liability

If a **named insured** sustains death, dismemberment or loss of life, as described below, independent of other causes, that is the result of a Covered Event in an **accident**, **we** will pay the stated benefit to the **named insured**, subject to the aggregate limit of liability shown on the **Declarations Page**.

DEATH, DISMEMBERMENT OR LOSS OF SIGHT: If within 90 days from the date of an **accident** arising out of a Covered Event, **bodily injury** sustained by the **named insured** in that **accident** causes death, dismemberment or loss of sight, **we** will pay, as follows, but no more than the Limit of Liability shown on the **Declarations Page** for all **bodily injury**:

1. For accidental loss of life of the **named insured we** will pay the limit shown on the **Declarations Page**.
2. For loss of Both Hands or both Feet, **we** will pay the limit shown on the **Declarations Page**.
3. For loss of sight in both eyes **we** will pay the limit shown on the **Declarations Page**.
4. For loss of one hand and one foot **we** will pay the limit shown on the **Declarations Page**.
5. For loss of either Hand or Foot **we** will pay one-half of the limit shown on the **Declarations Page**.
6. For loss of sight in one eye **we** will pay one-half of the limit shown on the **Declarations Page**.
7. For loss of a thumb and index finger of same Hand of the **named insured we** will pay one-half of the limit shown on the **Declarations Page**.

The word "loss", as used in this Part V, means:

1. With regard to hand or foot, complete severance through or above the wrist or ankle joint.
2. With regard to sight of eyes, entire and irrecoverable loss of sight.
3. With regard to thumb and index finger, complete severance through or above metacarpophalangeal joint.

The limit of liability shown for this coverage on the **Declarations Page** is the aggregate limit for all claims under this Part V, and is most **we** will pay under this coverage with respect to a **named insured**, without regard to the number of:

1. **Bodily injuries** sustained by the **named insured**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made; or
6. Vehicles involved.

There will be no stacking or combining of coverage afforded to more than one **car** under this policy.

COVERED EVENTS:

1. While the **named insured** is riding solely as a passenger in or on, boarding or alighting from any public conveyance, including air, licensed to carry passengers for hire; or
2. When the **named insured** sustains injuries caused by unavoidable exposure to the elements following the forced landing, stranding, sinking or wrecking of such means of transportation described above in which the **person** insured has been riding solely as a passenger; or
3. While the **named insured** is driving or riding in or on; boarding or alighting from, a four-wheel private passenger automobile.

Seat Belt Coverage

The Principal Sum benefits for Accidental Death under this policy will be increased by an additional 20% of the benefit amount if death results while the **named insured** is a passenger or driver of a four-wheel private passenger automobile and the **named insured's** seat belt is properly fastened about their body.

Exclusions

This coverage does not cover any **loss**, death or **bodily injury** incurred for, or resulting from, any of the following:

1. Suicide or attempted suicide.
2. Intentional self-infliction of injury or attempted self-inflicted of injury.
3. Self destruction or attempted self-destruction.
4. Infections except phylogenetic infections caused wholly by a covered **bodily injury**.
5. War or any warlike action.
6. **Accident** occurring while serving as an active member of any military unit, including but not limited to coast guard, national guard, army, naval or air service of any country.
7. **Accident** occurring while operating, or learning to operate, or performing duties as a member of the crew of any aircraft.
8. Sickness or disease of any kind.
9. **Bodily injury** or loss occurring while the **named insured** is intoxicated or under the influence of any narcotic, unless consumed or ingested pursuant to directions from a licensed physician, in the course of treatment, without any warning from the physician or a licensed pharmacist against operating any motorized vehicle while under the influence of the narcotic.
10. While **racing**.
11. While operating a motor vehicle use of a motor vehicle as a livery service or for **delivery**.
12. As a result of a hernia of any kind.
13. As a consequence of diabetes.
14. **Bodily injury** caused by, or contributed to by, the **named insured** committing, participating in or attempting to commit:
 - a. A felony; or
 - b. An act of violence, civil disobedience, civil disorder, riot or insurrection.

Additional Terms for Part V

1. **NOTICE OF CLAIM:** Written notice of claim must be given to **us** within 20 days after the any **bodily injury** covered by this Part V, or as soon thereafter as is reasonably possible.

2. **PROOF OF LOSS:** Written proof of **loss** must be furnished to **us** within 90 days after the date of a covered event. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible.
3. **PAYMENT OF CLAIMS:** Payment for loss of life will be payable in accord with any beneficiary designation made to **us**, or if none, then to the estate of the **named insured**. Payment of **our** limit of liability to the legal representative of the estate shall be deemed discharge of **our** duties under this Part V.
4. **PHYSICAL EXAMINATION AND AUTOPSY:** **We** have the right for physical examination or autopsy of the **named insured** who is making a claim under this Part V by a licensed medical practitioner or pathologist when, and as often as **we** reasonably require, unless barred by law.

PART VI - GENERAL PROVISIONS

Policy Period & Territory

This policy applies only to **accidents** and **losses** that occur:

1. During the policy period as shown in the **Declarations Page** unless the policy is cancelled, in which case all coverage ends on the effective date of the cancellation; and
2. Within the policy territory. The policy territory is the United States of America, its territories or possessions, or Canada. This policy also applies to an **accident** or **loss** involving an **insured car** while being transported between ports within the policy territory.

Two or More Cars Insured

As to any **accident**, occurrence or **loss** to which this and any other **car** policy issued to **you** by **us**, or an affiliated insurer, applies to provide the same or similar type of coverage, the total limit of

our liability under all the policies shall not exceed the highest applicable Limit of Liability under any one policy for any one vehicle insured. This does not apply as to Part III – Uninsured Motorist Coverage.

Claims Handling

We may use any or all of the following to determine the value of any damages, loss or claim that may be covered by this policy:

1. Exams by doctors **we** select, at **our** expense, as often as **we** reasonably request.
2. Medical record review and test result review by **persons** and services selected by **us**.
3. Computer programs and databases for the analysis of medical treatment and expenses.
4. Computer programs, databases and published sources for bodily injury, medical, medical expense and damage information.
5. Estimates by vehicle repair shops.
6. Computer programs and databases for the evaluation of injuries and predicting jury verdicts.
7. Computer programs, databases and published sources for vehicle values and cost of repair.
8. Third-party vendors providing estimating, appraisal, injury evaluation, earnings calculators, and analysis.
9. Special-application technology.

Suits Against Us

No legal action may be brought against **us** until there has been full compliance with all terms of this policy.

No one other than an **insured person** under part of this policy shall have any interest in this policy prior to obtaining a verdict against an **insured person**.

No legal action may be brought against **us** for payment under Part I – Liability To Others until:

1. **We** agree in writing that the **insured person**, as defined under Part I, has an obligation to pay damages; or

2. The amount of the damages due under Part I on behalf of an insured has been determined by final judgment after trial.

No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person** under Part I.

No one may sue **us** to determine the amount of **loss** payable under Part IV - Car Damage Coverage until after having complied with the Appraisal clause of this policy.

We have no duty to preserve or otherwise retain any salvage for any purpose, including as evidence for any type of court proceeding.

No one may sue **us** to determine the amount payable under Part V - Accidental Death and Dismemberment Coverage until at least 60 days after written proof of loss has been furnished to **us**. No such legal action may be brought after the expiration of three years after the time written proof of loss is required to be furnished to **us**.

Our Recovery Rights (Subrogation & Reimbursement)

In the event of any payment under this policy:

1. **We** will be subrogated to all rights of recovery of the **person** or entity to or for whom payment was made against another **person** or organization; and
2. Any **person** to or for whom a payment is made who recovers damages from a liable **person** or entity, or their insurer, shall hold the proceeds of that recovery in trust for **us**.

These rights shall be only to the extent of payments made under this policy. The **person** or organization to or for whom payment was made under this policy will be required to reimburse **us** out of any monies received from any party or organization liable for damages, or his or her insurance company.

Anyone to whom payment was made under this policy must cooperate with **us**, do whatever is

necessary to protect **our** subrogation rights, and do nothing after the **loss** to harm **our** rights.

However, **we** have no right of recovery or reimbursement:

1. For amounts paid under Part II – Medical Payments. **Our** right to reimbursement from an **insured person** for benefits paid under Part II will only exist if:
 - a. That **person** has obtained from all sources of recovery a total amount greater than the total damages sustained by that **person**; and
 - b. The amount of **our** reimbursement claim is reduced by the pro-rata amount of attorney fees and expenses of litigation incurred by the **insured person** in any lawsuit against the liable parties.

We must be given notice by certified mail at least 10 days prior to any settlement with, or start of trial against, any legally liable party if the **insured person** has received payments from **us** under Part II.

2. For amounts paid under Part III – Uninsured Motorist Coverage against an uninsured or underinsured motorist if **we** have consented, in writing, to a settlement between that uninsured motorist or underinsured motorist, or its insurer, and an **insured person** under Part III. An **insured person** under Part III who seeks benefits under that coverage must give **us** at least 30 days notice of any settlement offer and an opportunity to protect **our** rights. Nothing in this section prohibits an **insured person** under Part III from entering into a settlement by way of a Limited Release, as set forth in Georgia Code Section 33-24-41.1, as amended, which shall not release the legally liable uninsured motorist or underinsured motorist from personal liability to the extent that benefits may be available under Part III for the **bodily injury** or **property damage** sustained by that **insured person**.

If **we** seek recovery from a liable party:

1. **You** authorize **us** to seek recovery of any applicable deductible. But, **we** have no duty

to do so, and **we** will notify **you** if **we** do not intend to proceed to collect the deductible; and

2. **You** agree to be bound by any settlement agreement entered into by **us** and the liable party, or the outcome of any arbitration **we** enter into, for those sums.

We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible.

Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses and attorney fees incurred in connection with the recovery.

If anyone insured under this policy makes recovery from a responsible party without **our** written consent, that insured's rights under any affected coverage will no longer exist.

If payment is made on behalf of anyone insured under this policy to comply with state mandated coverage, and the policy or any subsequent change in coverage was obtained from **us** as a result of **your** material misrepresentation of the risk to be insured by **us**, which otherwise, had it been known to **us** at the time coverage was agreed to by **us**, **we** would have declined coverage or extension of coverage to **you**, **you** agree to reimburse **us** to the full extent of any **loss** and adjustment expense paid on **your** behalf as a result of **your** material misrepresentation to **us**.

Assignment

Your interest and rights in this policy may not be assigned or transferred without **our** written consent. Upon the death or end of the marital relationship of the **named insured**, a spouse of

that **named insured** who was covered under this policy immediately prior to the death or end of the marital relationship shall upon notice to **us** continue to be covered under this policy for a period of 90 days following that death or end of marital relationship, or until expiration of the policy term, whichever is shorter.

Policy Changes

This policy, which includes the **Declarations Page**, endorsements issued by **us**, the **Application**, and any coverage election and rejection forms, contains all agreements between **you** and **us**. Its terms may not be changed or waived except by written endorsement issued by **us**. Notice to any agent or knowledge possessed by any agent or other **person** shall not change or affect a waiver on any portion of this policy nor stop **us** from exerting any rights under this policy.

If a change requires a premium adjustment, **we** will adjust **your** premium as of the effective date of the change. **We** may revise this policy form to provide more coverage without additional premium charge. If **we** revise this version of this policy form, **our** policy will automatically provide the additional coverage as to the date the revision is effective.

We rely upon the statements made by **you** in the **Application** for insurance to determine the amount of the premium for this policy. **You** agree to cooperate with **us** in determining if this information is correct and complete and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period or take other appropriate action. To properly insure **your car**, **you** must promptly notify **us** when:

1. **You** change **your** address;
2. Any resident operators are added or deleted;
3. **You** acquire an additional or replacement **car**;
4. Any change in the operators in the household;
5. **You** or a **relative** get married or divorced; or

6. **You** or a **relative** obtains a driver's license or has a driver's license suspended, revoked, or refused.

Cancellation and Non-Renewal

The **named insured** may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective. If only the interest of the **named insured** is affected by the requested cancel, then upon **our** receipt of a written request for cancellation, **we** may waive the future date requirement by confirming the date and time of cancellation in writing to the **named insured**.

We may cancel by mailing notice to the **named insured** shown on the **Declarations Page** at the last known address appearing on **our** records. Notice of cancellation will be mailed at least:

1. 10 days before the effective date of cancellation if:
 - a. Due to **failure to pay premium**; or
 - b. Notice is mailed during the first 59 days of the first policy period; or
2. 30 days before the effective date of cancellation if this policy is to be cancelled for any other reason.

We may cancel this policy for any lawful reason during the first 59 days of the first policy period. When this policy is in effect for 60 days, or if this is a renewal policy, **we** may cancel only for one or more of the following reasons:

1. The **failure to pay premium**;
2. For material misrepresentation or fraud when applying for this policy;
3. Any insured violated any of the terms and conditions of the policy;
4. The **named insured** failed to disclose fully, if called for in the **Application**, his or her record for the preceding 36 months of motor vehicle accidents and moving traffic violations;
5. The **named insured** failed to disclose in the written **Application**, or in response to inquiry by **us**, **our** authorized agent or a

- broker, information needed for the acceptance or proper rating of the risk;
6. The **named insured** submits, or knowingly aids or abets another in the presentation of, a false or fraudulent claim;
 7. The loss of driving privileges through suspension or revocation of **your** operator's license or motor vehicle registration, or that of a principal operator of **your insured car**. This must have occurred within the 36 month period prior to the notice of cancellation;
 8. The **named insured** or any other driver who either **resides** in the same **household** or who customarily uses **your insured car**:
 - a. Is or becomes subject to epilepsy or heart attacks and the **person** does not produce a certificate from a doctor testifying to that **person's** unqualified ability to operate a motor vehicle;
 - b. Has an accident, conviction, criminal or traffic record, or a physical, mental, or other condition which is such that that **person's** operation of a motor vehicle might endanger the public safety;
 - c. Has within a three-year period prior to the notice of cancellation been addicted to the use of narcotics or other drugs;
 - d. Has been convicted or forfeited bail during the 36 months immediately prior to the notice of cancellation for:
 - (1) Any felony;
 - (2) Criminal negligence resulting in death, homicide, or assault arising out of the operation of a motor vehicle;
 - (3) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - (4) Being intoxicated while in or about a motor vehicle or while having custody of an motor vehicle;
 - (5) Leaving the scene of an accident without stopping to report;
 - (6) Theft or unlawful taking of a motor vehicle; or
 - (7) Making false statements in an application for a driver's license; or

- e. Has been convicted of or forfeited bail for three or more violations, within the 36 months immediately prior to the notice of cancellation, of any law, ordinance, or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses;
9. The **insured car**:
 - a. Is so mechanically defective that its operation might endanger public safety;
 - b. Is used in carrying passengers for hire or compensation; provided, however, that the use of an automobile for a car pool shall not be considered use of an automobile for hire or compensation;
 - c. Is used in the transportation of flammables or explosives;
 - d. Is an authorized emergency vehicle; or
 - e. Has changed in shape or condition during the policy period so as to increase substantially the risk; or
 10. Any other reason permitted by law.

With respect to cancellation, this policy is neither severable or dividable. Any cancellation will be effective for all persons and all vehicles.

If this policy is cancelled, coverage will not be provided as of the date and time shown in the notice of cancellation.

Upon cancellation, **you** may be entitled to a premium refund. If a refund is not timely provided by **us**, **we** may be subject to statutory penalties. **We** charge a fully-earned policy fee for each policy term.

If this policy is cancelled by **us** for any reason other than **failure to pay premium**, any refund due will be computed on a daily pro-rata basis, and subject to any fully-earned fees.

If this policy is cancelled at **your** request or due to **failure to pay premium**, any refund due will

be calculated at a 90% or pro rata basis, and subject to any fully-earned fees. This means a 10% penalty is charged on unearned premium when the policy is cancelled at **your** request or due to **failure to pay premium**.

If **we** decide to not to renew this policy, **we** will mail notice of nonrenewal to the **named insured** shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least 30 days before the end of the policy period.

Automatic Termination

Coverage for **your insured car** shall terminate automatically when anyone other than **you** or a **relative** becomes the **owner** of the vehicle.

This policy will also terminate automatically at the end of the current policy period if **we** offer to renew or continue **your** policy and **you** do not accept the offer. **Our** renewal offer is considered rejected if there is any **failure to pay premium**, when due, for the renewal.

If other insurance on an **insured car** is obtained, any similar insurance provided by this policy will terminate as to that **insured car** on the effective date of the other insurance.

Proof of Notice

We may mail or deliver any notice to the **named insured**. Proof of mailing, as required or accepted by the United States Postal Service, of any notice or delivery in **person** will be sufficient proof of notice.

Our Right to Void for Failure of Initial Payment

Coverage under this policy is conditioned upon **our** receipt of complete and unconditional payment of the initial down-payment of premium. If **you** make **your** initial payment by check or any method other than cash, this policy is void as if never issued, and there will be no coverage at

any time, if the initial payment is not honored for any reason when first presented for payment to **your** bank or financial institution or if there is any **failure to pay premium**. If this policy is void **we** will not cover any claims, loss or damages of any kind. **You** must reimburse **us** for any amounts **we** are required by law to pay after **we** void the policy.

Policy Conformed to Statutes

Terms of this policy that are in conflict with the statutes or other applicable law of the state where **you reside** when this policy is issued, as shown in **our** records, are hereby amended to conform to the applicable state law. All other terms remain in full effect.

Fraudulent Claims and/or Misrepresentation

This policy is issued in reliance upon information provided on **your Application**. **We** have the right to deny coverage under this policy if **we** learn that **you** or **your** representative, at the time of **application**:

1. Made false statements or representations to **us** as to any fact or circumstance material either to **our** acceptance of the risk or to the hazard assumed by **us**;
2. Concealed or misrepresented any fact or circumstance material to either to **our** acceptance of the risk or to the hazard assumed by **us**; or
3. Engaged in fraudulent conduct.

We also will not provide coverage for, or payment to, any **person** who commits fraud against **our** interest or who intentionally makes misrepresentations in connection with any **accident** or **loss**.

But, if a court with proper jurisdiction finds a coverage denial for misrepresentation or fraud to be invalid or unenforceable as to a claim under Part I - Liability To Others Coverage, the coverage denial shall:

1. Not to apply to the portion of damages that is less than or equal to the **minimum limits** if

the innocent injured third **person** who sustains the **bodily injury** or **property damage** is not able to otherwise recover those damages from any other source if coverage under this Part I were to be denied; and

2. Apply and be enforced as to all other damages and Parts of this policy.

If **we** make any such payment under Part I, **you** must reimburse **us** for that payment plus **our** costs and attorney fees in any legal action taken to recover those sums.

Conditions Precedent

There is no coverage provided under this policy until there has been full compliance with all of the terms and conditions of this policy.

Bankruptcy

The bankruptcy or insolvency of a **person** insured by this policy, or that **person's** estate, shall not relieve **us** of **our** obligations under this policy.

YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES

IMPORTANT: For coverage as described in this policy to apply, all notice requirements, duties, and policy terms that apply must be properly performed. Not doing so may result in a claim or coverage being partially or fully denied.

But, if a court with proper jurisdiction finds a duty or condition invalid or unenforceable, the failure of a **person** to perform that duty or condition shall:

1. Not apply as grounds for coverage to be denied under Part I - Liability To Others Coverage, but only for the portion of damages that is less than or equal to **minimum limits** if the **person** who sustains the **bodily injury** or **property damage** is an innocent injured third party who is not able to otherwise recover those damages from any

other source if coverage under this Part I were to be denied.

2. Apply and be enforced as to all other damages and Parts of this policy.
- All other duties and conditions shall apply and be enforced as to all other damages and coverage under this policy.

Notice of an Accident or Loss

In the event of an **accident** or **loss**, it must be reported it to **us** or one of **our** authorized agents as soon as practicable. As a condition of coverage, this notice must be given within 30 days after the **accident** or **loss** occurs. The report must give time, place and circumstances of the **accident** or **loss** including the names and addresses of all injured parties and all witnesses involved in the **accident** or **loss**.

If **we** or **our** agent do not get notice as noted above from **you** or a **person** insured under this policy within 30 days of the date of the **accident**, an injured third party who has a claim against an **insured person** under Part I due to an **accident** can give that notice to **us** in writing by U.S. mail.

Other Duties

Anyone claiming any coverage under the policy must:

1. Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit, including the defense of any action or threatened action covered under the policy. The failure to cooperate and assist in the defense of any such action is a breach of this contract. If such breach relates to Part I and is prejudicial to **us**, that breach shall relieve **us** of **our** obligation to defend an **insured person** under Part I of this policy and of any liability to pay any judgment or other sum on behalf of that **insured person**.
2. Refuse to assume any obligation or incur any unreasonable and unnecessary expenses at the time of the **accident** or **loss**.

3. Send **us** any legal papers relating to any claim or lawsuit, including a copy of every summons or other process relating to the coverage under Part I, as soon as practicable after its receipt. As to coverage under Part I, the duty to send a copy of a summons or other process can be met by a third party who sends those papers to **us** or **our** agent by certified mail or statutory overnight delivery within:
 - a. 10 days of the filing of those papers with the clerk of the court; or
 - b. 30 days from the date **our** name, or **our** authorized agent's name, becomes known if the name was previously unknown;
 but no later than 30 days prior to the entry of any judgment against the insured. The failure to so send legal papers, a summons or other process to **us** is a breach of this contract. If such breach relates to Part I and is prejudicial to **us**, that breach shall relieve **us** of **our** obligation to defend an **insured person** under Part I of this policy and of any liability to pay any judgment or other sum on behalf of that **insured person**.
4. Submit to physical examination at **our** expense by doctors **we** select as often as **we** may reasonably require.
5. Authorize **us** to obtain medical, wage and other records. Any medical records requested will pertain to the **bodily injury** arising from an **accident**.
6. Provide any written proof of **loss** that **we** require.
7. Submit to statements or examinations under oath and subscribe to the same as **we** may reasonably require. **We** may require that such statements or examinations be recorded and videotaped, as well as conducted individually and outside the presence of witnesses or other **persons** seeking coverage or benefits under this policy.
8. Provide **us** with any personal financial information **we** request for underwriting, policy servicing or claims handling purposes, or provide **us** with written authorization to

obtain such information. This includes such information as social security numbers, credit history and any other related information. AssuranceAmerica limits both the collection and use of customer information to the minimum needed to administer **our** business.

Anyone claiming any coverage under this policy must also:

1. Take reasonable steps after **loss** to protect an **insured car** and its equipment from further **loss**. If **you** fail to do so, any further damage will not be covered under this policy. **We** will pay reasonably necessary expenses incurred in providing that protection.
2. Report the total theft of the **car** to the police promptly and as soon as practicable after the **loss**.
3. Allow **us** to inspect and appraise the damage to an **insured car** before its repair or disposal.
4. If a hit and run motorist is involved, adequate proof of loss and a statement under oath must be filed with **us** within 30 days of **our** request.

* * * * *

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested.



President



Secretary

ENDORSEMENTS

When any Endorsement applies, all other terms, limits and conditions of the policy that do not conflict with the terms of the Endorsement shall continue to apply.

THE FOLLOWING NAMED DRIVER NON-OWNED COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-400 APPEARS ON **YOUR** DECLARATIONS.

NAMED DRIVER, NON-OWNED COVERAGE

If **you** have elected Named Driver, Non-Owner Coverage, **we** will only cover the permissive use of a “**non-owned car**” by the **named insured**. The following policy changes shall apply:

1. The general policy definition of “**you**” and “**your**” are revised and “**you**” and “**your**” mean the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
2. The definition of “**insured person**” is revised in all parts of the policy and “**insured person**” means the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
3. No coverage applies under the policy for use of any **car** other than the permissive use of a **non-owned car** by a **named insured**.
4. No coverage applies under the policy for any **person** other than the **named insured**.
5. The “Other Insurance” clause in every part of this policy is revised and any insurance **we** provide shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits. This will not apply for:
 - a. Part I - Liability to Others Coverage in relation to a policy of liability insurance that applies to a motor vehicle **owned** by a **person**, firm, or corporation engaged in the **business** of retail sales of motor vehicles and that policy is issued to that

business, but only if the **named insured** is:

- (1) **Operating** that motor vehicle; and
 - (2) Not employed by the motor vehicle’s **owner** or that **business**.
- b. Part III - Uninsured Motorist Coverage as otherwise required by Georgia law or as decided by a court with proper jurisdiction.
6. No Car Damage Coverage applies under the policy.

E-400 (05/2010)

THE FOLLOWING NAMED DRIVER EXCLUSION ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-500 APPEARS ON **YOUR** DECLARATIONS.

NAMED DRIVER EXCLUSION

If one or more **persons** have been shown on the **Declarations Page** as Excluded Drivers or **you** have elected to exclude any drivers from coverage under this policy, **we** do not provide any coverage under any part of this policy for any **accident** or **loss** that occurs while any Excluded Driver is operating a **car** or any other motor vehicle.

When the Excluded Driver is operating a motor vehicle, no coverage applies for the Excluded Driver or anyone else, including but not limited to claims against **you**, **relatives**, or any other entity or **person** who may be vicariously liable or liable for negligent entrustment with respect to any **accident** or **loss** arising out of the operation of a motor vehicle by any named Excluded Driver.

Driver exclusions shall apply to all renewals, reinstatements after a lapse, continuation and replacement policies unless **you** notify **us** in writing that the election is revoked and **you** pay the additional premium for coverage of that driver.

E-500 (05/2010)

THE FOLLOWING LIMITED COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-25 APPEARS ON **YOUR** DECLARATIONS.

LIMITED COVERAGE ENDORSEMENT

If this Endorsement applies, **you** have elected a low-priced restricted **car** policy with more coverage limitations. **Your** policy is amended and the limitations, restrictions, exclusions and terms described in this endorsement shall also apply. Please read **your** Personal Car Policy and this endorsement carefully.

Warning: **You** must notify **us** of all drivers who **reside** in **your household** and all regular and frequent drivers of any **car** listed on this policy that this is a limited policy. Drivers who **reside** in **your household** but are not listed as drivers on the **Declarations Page** have no coverage under this policy. Coverage under Part I - Liability to Others for use of a **car** by a permissive driver who is not **your relative** does not apply in excess of the **minimum limits** and types of coverage required under state law. The definition of “**insured person**” under Part I is revised to exclude permissive drivers from the definition for any coverage in excess of **minimum limits**.

Definitions

1. The definition of “**insured car**” is deleted and replaced by the following when the phrase appears in **bold** print in the policy or any endorsement issued by **us**:

“**Insured car**” means:

 - a. Any **car** described on the **Declarations Page**.
 - b. Any **car you** acquire to replace a **car** described on the **Declarations Page**, subject to the following conditions:
 - (1) The existing coverages on the **car** replaced will apply to a replacement **car** as of the date it is acquired if **you** notify **us** within 3 days (weekends and legal holidays

excluded) of the date it is acquired by **you**. Car Damage Coverage shall not apply to the replacement **car** if **we** do not get notice within those 3 days.

(2) A replacement **car** will not be provided more coverage than applied to the **car** it replaced until and unless **you** ask **us** to add coverage and **our** conditions are met. If **you** add coverage or increase limits, that added coverage or increased limit does not apply until after **you** have asked **us** to add the coverage or increase limits.

c. Any additional **car**, other than a replacement **car**, that **you** acquire during the policy period, but only after:

(1) **You** give **us** notice the **car** has been acquired by **you**;

(2) **We** agree to insure that **car**;

(3) **We** insure all **cars you own**.

No Car Damage Coverage shall apply to an additional **car** until after the time **you** give **us** notice **you** have acquired the **car**, unless it is a replacement **car** and those conditions have been met.

LIABILITY TO OTHERS – LIMITED COVERAGE

Insuring Agreement

The following is added to the Insuring Agreement in Liability To Others:

Notwithstanding anything to the contrary set forth in **your** policy, except where not permitted by law, **our** duty to settle or defend ends when **we** offer to pay **our** limit of liability for payment of a judgment or settlement, or when the limit is paid into a court that has jurisdiction.

Additional Definition Used In Liability To Others Only-Limited Coverage

The definition of “**insured person**” and “**insured persons**” as used in Part I are deleted and replaced with the following:

“**Insured person**” or “**insured persons**” means:

1. **You**, with respect to liability arising out of the ownership, maintenance or use of an **insured car**.
2. **You**, while driving a **non-owned car** with permission of its **owner**.
3. Any **person** other than **you** or a **relative** using an **insured car** with **your** permission, but only up to **minimum limits**.
4. Any other **person** listed as a driver on the **Declaration Page** while driving an **insured car**.
5. A **relative** listed as a driver on the **Declaration Page**, with respect to an **accident** while driving a **non-owned car** with permission of its **owner**.
6. Any Additional Interest shown on the **Declarations Page**, with respect to liability arising out of the use of the **insured car** by a **person** described above. Inclusion of an Additional Interest Insured shall not increase the limit of liability that applies to the operator of the **car**. Coverage for the Additional Interest insured is excess over any other valid insurance. Coverage for an Additional Interest insured is limited to the **insured car** for which the Additional Interest insured has been shown on the **Declarations Page**.

Exclusions

The following are added to the Exclusions in Liability To Others:

1. Except where prohibited by law, **we** will not defend, and no coverage is provided, for any **person** who **resides** in **your household** and who has a operator's or **driver's license** if that **person** is not listed in **our** records as a driver on the policy.
2. Coverage under Liability to Others, including **our** duty to defend, does not apply to any use of a **car** without the express permission of its **owner**.

3. Coverage under Liability to Others, including **our** duty to defend, does not apply for **bodily injury** or **property damage** that results from an **accident** or **loss** that occurs while the insured is committing a felony. This does not apply to:

- a. Any felony codified under the state's motor vehicle laws; or
- b. The portion of the damages that is less than or equal to **minimum limits** if the **person** who sustains the **bodily injury** or **property damage** is:
 - (1) An innocent, injured third party who did not participate in, contribute to, direct or consent to the felonious act or attempts to elude law enforcement; and
 - (2) Not able to otherwise recover those damages from any other source if coverage under this Part I were to be denied.

Limits of Liability

The following is added to the Limits of Liability in coverage for Liability To Others:

Notwithstanding any limit of liability set forth in the policy, on any endorsement or on the **Declarations Page**, the **minimum limits** is the most **we** will pay for **bodily injury** and **property damage** resulting from an **accident** where the **insured person** is anyone other than **you** or a driver shown on the **Declarations Page**.

MEDICAL PAYMENTS – LIMITED COVERAGE

Additional Definitions Used in Medical Payments Only

The definition of “**insured person**” and “**insured persons**” as used in Medical Payments coverage is deleted and replaced with the following:

- As used in Medical Payments coverage, “**insured person**” or “**insured persons**” means:
- a. **You**;

- b. Any **relative** listed as a driver on the policy and shown in **our** records; or
- c. Any other **person** listed as a driver on the **Declarations Page**;
while legally **occupying** an **insured car**.

Exclusions

The following are added to the Exclusions in Medical Payments coverage:

This coverage does not apply for **bodily injury** to any **insured person**:

- 1. Sustained while:
 - a. Driving while intoxicated; or
 - b. Driving while under the influence of alcohol or a controlled substance.
- 2. Cited for driving while impaired or intoxicated in connection with the **accident** that causes the **bodily injury**.

Other Insurance

The following is added to Other Insurance in Medical Payments Coverage:

If there is applicable insurance, self-insurance, health coverage or benefit program on **bodily injury** covered by this part, this insurance shall be excess to all other insurance, self-insurance coverage and benefit programs that pay for medical expenses or funeral expenses.

If there is any insurance or self-insurance with the same priority as the coverage **we** provide under this part, **we** will not pay more than **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable coverage and benefit limits.

UNINSURED MOTORISTS

Additional Definitions Used in Uninsured Motorist Coverage Only

The definition of "**insured person**" and "**insured persons**" as used in Uninsured Motorist Coverage is deleted and replaced with the following:

- 1. As used in Uninsured Motorist Coverage, "**insured person**" means:
 - a. **You**.
 - b. A **relative**.
 - c. Any other **person** who uses or is **occupying** an **insured car** with **your** permission, but with limits only up to the **minimum limits** for **bodily injury**.

Limits of Liability

The following is added to the Limits of Liability in Uninsured Motorist Coverage:

Notwithstanding any limit of liability set forth in the policy, on any endorsement or on the **Declarations Page**, the most **we** will pay for **bodily injury** for an **insured person** other than **you**, a **relative**, or a driver listed on the **Declarations Page**, is the **minimum limits** for **bodily injury**.

CAR DAMAGE COVERAGE

Exclusions

The following is added to the Exclusions in Car Damage Coverage:

- 1. Coverage does not apply to **loss** if the driver of the **insured car** was, at the time of an **accident**:
 - a. Speaking on a cell phone, Blackberry or similar device; or
 - b. Texting, instant messaging or e-mailing on a cell phone, PDA, Blackberry, computer or similar device.
- 2. Coverage does not apply to **loss** that occurs while the the operator of an **insured car** is committing a felony. This does not apply to:
 - a. Commission of any felony codified under the state's motor vehicle laws by **you** or a **relative**; or
 - b. **Loss** caused by a **person** who has stolen an **insured car**.
- 3. Coverage does not apply to **loss** to an **insured car** while being operated by a **person** with an operator's or **driver's license** who **resides** in **your household** if

that **person** is not a listed driver on this policy in **our** records.

GENERAL PROVISIONS

Policy Period, Territory

This policy applies only to **accidents** and **losses** that occur during the policy period as shown on the **Declarations Page** and within the United States of America or Canada.

E-25 (03/09)

THE FOLLOWING DIRECT REPAIR PROGRAM (DRP) ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-100 APPEARS ON YOUR DECLARATIONS PAGE.

DIRECT REPAIR PROGRAM (DRP) ENDORSEMENT

In exchange for a reduction in premium under Car Damage Coverage, it is agreed that any covered repairs will be completed at an approved DRP facility. If **you** choose to repair the damaged property at a shop other than an approved DRP facility, **we** will remove the discount from **your** policy from the inception date of the discount. If there is not a designated DRP facility within a thirty (30) mile radius from the address listed on your **Declarations Page**, then **you** may choose any repair facility without loss of the applicable discount.

E-100 (05/10)

THE FOLLOWING RENTAL CAR COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-200 APPEARS ON YOUR DECLARATIONS PAGE.

RENTAL CAR COVERAGE ENDORSEMENT

In consideration of an additional premium charge, Part V – Car Damage Coverage - is extended to a rented **car**. The rental **car** may be for pleasure

use or as a substitute for **your insured car** which is out of service due to an **accident** or **loss**.

E-200 (05/10)

THE FOLLOWING TS-CC BUYBACK OPTION ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-300 APPEARS ON YOUR DECLARATIONS PAGE.

TS-CC BUYBACK OPTION

If **you** paid the additional premium paid for the **TS-CC BUYBACK** option, **we** agree that Car Damage Coverage shall apply to **loss** caused by collision to a **car** used by **you** as a temporary substitute for an **insured car**. A temporary substitute **car** is a **car** that is not **owned** by **you** while it is being used by **you** due to the breakdown, repair, servicing, **loss** or destruction of an **insured car**. The deductible that applies to that **insured car** will apply to the temporary substitute **car**. There shall be no duplicate recovery for the same elements of **loss** under this coverage and any other coverage under this policy or any other source. If any other insurance or self-insurance applies to the **loss** to the temporary substitute **car**, any coverage **we** provide will be excess over such insurance or self-insurance.

E-300 (05/10)

THE FOLLOWING PUNITIVE DAMAGES WAIVER APPLIES ONLY IF FORM NUMBER E-10 APPEARS ON YOUR DECLARATIONS PAGE.

PUNITIVE DAMAGES WAIVER

In consideration of a reduced premium for the Punitive Damage Waiver, it is agreed that the insurance afforded by this policy under Part I - LIABILITY TO OTHERS shall not apply to payment of any punitive or exemplary damages arising from any **accident** or claim.

E-10 (05/10)

THE FOLLOWING IS A SPECIAL NOTICE FROM THE COMPANY.

ASSURANCEAMERICA MANAGING GENERAL AGENCY PRIVACY NOTICE

AssuranceAmerica Managing General Agency values **you** as a customer and recognizes the importance of safeguarding **your** Personal privacy. It is our top priority to keep **your** personal information confidential. **We** fully protect **your** privacy as required by law and never sell **your** information to anyone. This notice explains our privacy policies: AssuranceAmerica will not share or sell personal customer information (for either current or former customers) for any purpose other than the underwriting or administration of **your** policy unless the disclosure has been authorized by the customer or is permitted or required by law. AssuranceAmerica will safeguard, according to strict standards of security and confidentiality, "nonpublic, personal information" our customers share with **us**. "Nonpublic, personal information", for example, would include **your** name, address, and social security number. **We** will maintain safeguards, physical and electronic, to protect that information. **We** will conduct **our** business in a manner that keeps personal customer information secure.

AssuranceAmerica limits both the collection and use of customer information to the minimum needed to administer **our** business and provide **you** with exceptional service. **We** collect and maintain personal information about customers from the following sources: From **you** on **your application** for insurance; through **your** agent; and through any telephone conversations **we** may have with **you**. An example of this information is **your** address and telephone number. From **your** transactions with **us** and **your** agent, such as **your** payment history, underwriting and claims histories. From other non-affiliated third parties, normally to verify the information **you** provided on the **application** and

other forms, such as **your** driving record and claims history.

AssuranceAmerica employees and agents are instructed to only access and use **your** personal information when needed to service **your** policy or claim. Employees who violate our privacy policies are subject to disciplinary action and agents who violate our privacy policies are subject to termination. When AssuranceAmerica uses other organizations to support our policy and claim services, **we** require these other organizations to fully protect our customer's personal information. AssuranceAmerica will not share, internally or externally, customer medical and health information about **you** with anyone for any purpose other than to properly conduct **our** business, or unless **you** expressly authorize it, or unless **your** insurance policy contract with **us** permits **us** to do so.

AssuranceAmerica shares **your** information with **your** agent in order to better serve **you** and better meet **your** insurance and service needs. **We** may also share **your** information in order to handle **your** claim and protect **you** against fraud and unauthorized transactions. These disclosures typically result from processing transactions on **your** behalf and often following **your** instructions. For example, **we** might share **your** name, address and coverage information with an auto body shop to expedite repairs to **your** vehicle.

From time to time, AssuranceAmerica may revise its privacy policy and will notify **you** on an annual basis of any changes in our policy. If **you** would like to inquire about the personal information **we** have in our files or have any other questions about AssuranceAmerica's privacy policy, please contact **us** at:

AssuranceAmerica Privacy Manager,
P. O. Box 723128, Atlanta, GA 31139

(Privacy 04/03)