



## **INDIANA 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**

## **TABLE OF CONTENTS**

### **INSURING AGREEMENT DEFINITIONS**

#### **PART I - LIABILITY TO OTHERS**

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

#### **PART II - MEDICAL PAYMENTS**

Insuring Agreement  
Additional Terms for Part II  
Additional Definitions For Part II Only  
Exclusions  
Limits of Liability  
Other Insurance  
Assignment of Benefits

#### **PART III – UNINSURED/UNDERINSURED MOTORISTS**

Insuring Agreement – Uninsured/Underinsured Motorist Bodily Injury Coverage  
Insuring Agreement – Uninsured Motorist Property Damage Coverage  
Additional Terms for Part III  
Additional Definitions for Part III Only  
Exclusions  
Limits of Liability  
Other Insurance  
Arbitration

#### **PART IV - CAR DAMAGE COVERAGE**

Insuring Agreement  
Towing and Labor Coverage  
Loss of Use (Rental) Coverage  
Additional Definition  
Exclusions  
Limits of Liability  
No Benefit to Bailee  
Appraisal  
Payment of Loss  
Timeliness of Repairs  
Car Storage  
Loss Payees & Lienholder's Rights  
Other Insurance

#### **PART V - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE**

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

#### **PART VI - GENERAL PROVISIONS**

Policy Period & Territory  
Two or More Cars Insured  
Claims Handling  
Suits Against Us  
Our Recovery Rights (Subrogation & Reimbursement)  
Transfer of Your Interest in This Policy  
Policy Changes  
Cancellation and Non-Renewal  
Automatic Termination  
Proof of Notice  
Void the Policy for Fraud or Misrepresentation  
Our Right to Deny Coverage and End the Policy for Fraud or Misrepresentation  
Our Right to Void for Failure of Initial Payment  
Policy Conformed to Statutes  
Conditions Precedent  
Bankruptcy

#### **YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES**

Notice of an Accident or Loss  
Other Duties

### **ENDORSEMENTS**

#### **NAMED DRIVER – NON-OWNED VEHICLE COVERAGE**

#### **NAMED DRIVER EXCLUSION**

#### **RENTAL CAR COVERAGE ENDORSEMENT**

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.

**Questions regarding your policy or coverage should be directed to:**

AssuranceAmerica  
1-888-952-2902

If **you:** (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint **you** have been unable to resolve with **us**, **you** may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).

Any **person** who believes he or she has been adversely affected by an unfair claim settlement practice, as defined in the insurance laws, may file a complaint with the Commissioner of the Indiana Insurance Department.

## 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 pounds 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 compensation or a fee in the course of any **business**, including going to a pick-up and returning from a drop-off. “**Delivery**” includes but is not limited to delivery of magazines, newspapers, food, and any other products.
10. “**Delivery network company**” (from now on referred to as “**DNC**” in this policy) means an entity that does business in Indiana and uses a **digital network** to connect **DNC customers** to **DNC drivers** to request the delivery of goods.
11. “**Delivery services**” means the fulfillment of a delivery request made by a **DNC customer** through a **digital network**, including the:
- a. Pickup of a good; and
  - b. Delivery of the good at the direction of a **DNC customer** by a **DNC driver**.
- The term may include a series of deliveries at the direction of different **DNC customers**.
12. “**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.
13. “**DNC customer**” means an individual who uses a **digital network** to order the delivery of a good to be delivered by a **DNC driver** at the direction of the individual.
14. “**DNC driver**” means an individual who provides **delivery services** using a **DNC personal vehicle** through a **digital network**.
15. “**DNC personal vehicle**” means a vehicle that is:
- a. Used by a **DNC driver** to provide **delivery services** through a **digital network**; and
  - b. Owned, leased, or otherwise authorized for use by a **DNC driver**.
16. “**Digital network**” means an online enabled application, software, website, or system offered or used by a:
- a. **TNC** to enable the prearrangement of rides with **TNC drivers**; or
  - b. **DNC** to enable deliveries with **DNC drivers**.
17. “**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.
18. “**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.
19. “**Household**” means the address where **you reside** that is shown on the **Declarations Page**.
20. “**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) If **you** want to add coverage, other than Car Damage Coverage, or increase limits to a replacement **car**, **you** must notify **us** of the coverage desired within 14 days.
    - (3) If **you** want to add Car Damage Coverage to a replacement **car**, **you** must notify **us** of the Car Damage Coverage desired within 4 days after **you** become the **owner**. If **you** comply with the 4-day requirement and a **loss** occurs within 4 days from the date **you** become the **owner**, a deductible of not more than \$500 will apply.
  - c. Any additional **car**, other than a replacement **car**, that **you** acquire during the policy period, but only if **we** insure all **cars owned** by **you** and **you** give **us** notice within 14 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 14 days of acquiring that **car**. If **you** want Car Damage Coverage to apply to an additional **car**, **you** must notify **us** of the Car Damage Coverage desired within 4 days after **you** become the **owner**. If **you** comply with the 4-day requirement and a **loss** occurs within 4 days from the date **you** become the **owner**, a deductible of not more than \$500 will apply.
21. “**Loss**” means direct and sudden loss of, or physical damage to, an **insured car** caused by an **accident**. This definition does not apply in Part IV.

22. **“Minimum limits”** means the minimum amount of liability insurance required for a **car** by the motor vehicle financial responsibility and/or insurance laws of the state in which **you reside**, as shown in **our** records.
23. **“Named insured”** means the **person** or **persons** shown as the policyholder on the **Declarations Page**.
24. **“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.
25. **“Occupying”** means to be in or upon a **car**, or engaged in the immediate act of getting in, on, out of or off.
26. **“Owns”** and **“Owned”** means to:
- Hold legal title to the **car**;
  - Have legal possession of the **car** subject to a written conditional sales agreement; or
  - Have legal possession of the **car** under a lease agreement of more than 30 days.
27. **“Owner”** means the **person** or entity who:
- Holds legal title to the **car**;
  - Has legal possession of the **car** subject to a written conditional sales agreement; or
  - Has legal possession of the **car** under a lease agreement of more than 30 days.
28. **“Person”** means a natural, living human being and not a corporation, partnership, association or **business** name.
29. **“Property damage”** means physical damage to, or destruction or loss of use of tangible property. This definition does not apply in Part III.
30. **“Punitive damages”** means damages that may be imposed to:
- Punish or deter wrongful, malicious or unlawful conduct;
  - Deter wrongful, malicious or unlawful conduct; or
  - 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.
31. **“Racing”** means:
- Preparing or participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not; or
  - Operating a motor vehicle on a track or course designed or used for racing, high performance or high-speed driving.
32. **“Regular operator”** is any **person** not listed on the **Declarations Page** who has or had care, custody or control of the **insured car** for more than twenty-four (24) hours at any time during the policy term as shown on the **Declarations Page**. The twenty-four (24) hours may be consecutive or cumulative.
33. **“Relative”** means:
- A **person** who **resides** in **your household** and is related to **you** by blood, marriage or adoption;
  - 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**.
34. **“Reside”**, **“resides”** and **“residing”** mean to dwell permanently, as the **person’s** primary and legal domicile.
35. **“Resident”** and **“residents”** mean any **person** or **persons** who **reside** in the **household** of the **named insured**.
36. **“State”** means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
37. **“Transportation network company”** (from now on referred to as **“TNC”** in this policy) means a corporation, a limited liability company, a partnership, a sole proprietor, or any other entity that uses a **TNC digital network** to connect **TNC riders** to **TNC drivers** to request **TNC prearranged rides**.
38. **“TNC driver”** means an individual who:
- Receives connections to potential **TNC riders** from a **TNC digital network** for payment of a fee to the **TNC**; and
  - Uses a **TNC personal vehicle** to offer or provide **TNC prearranged rides** to **TNC riders** upon connection through a **TNC digital network** and exchange for compensation or payment of a fee.
39. **“TNC personal vehicle”** means a **car** that a **TNC driver owns**, leases, or is otherwise authorized for use by the **TNC driver** to provide **TNC prearranged rides**. **TNC personal vehicle** is not a taxicab, limousine, or other for hire vehicle.
40. **“TNC prearranged ride”** means the provision of transportation by a **TNC driver** to a **TNC rider**:
- Beginning when the **TNC driver** accepts a **TNC rider’s** request for a ride through the **TNC digital network**;
  - Continuing while the **TNC driver** transports the requesting **TNC rider**; and
  - Ending when the last requesting **TNC rider** departs from the **TNC personal vehicle**.
- “TNC prearranged ride** does not include a shared-expense carpool or vanpool arrangement. It also does not include use of a taxicab, limousine, or other for hire vehicles.
41. **“TNC rider”** means an individual who uses a **TNC digital network** to connect with a **TNC driver** who provides **TNC prearranged rides** to the **TNC rider** in the **TNC personal vehicle** between points chosen by the **TNC rider**.
42. **“We”**, **“Us”** and **“Our”** mean the Company providing this insurance, as shown on the **Declarations Page**.
43. **“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**.

## 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, other than **punitive 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.

### 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**.

"**Insured person**" or "**insured persons**" does not include **you**, a **relative** or any other **person** as related to the ownership, maintenance or use of any motorized vehicle or device of any type that is:

1. **Owned** by or furnished or available for regular or frequent use by **you**, a **relative** or a **person** who **resides** with **you**; and
2. Not an **insured car** or a **non-owned car**.

### 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:
  - a. An intentional act by, or at the direction of, an **insured person**, even if the **bodily injury** or **property damage** that results is not of the type that was intended; or
  - b. A deliberate act by or at the direction of, an **insured person** and which any reasonable **person** would deem aimed and calculated to cause **bodily injury** or **property damage**.
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:
  - 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.
8. **Bodily injury or property damage** that occurs:
  - a. During a **TNC prearranged ride**; or
  - b. While a motor vehicle is being used for **delivery services**; or
  - c. While a motor vehicle is being used to transport or carry persons or property for any compensation or suggested donation.
9. **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.
10. **Bodily injury to you or a relative.**
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.
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**.
14. **Bodily injury or property damage** arising out of the ownership, maintenance or use of an **insured car** by any **person** who:
  - a. **Resides** in **your** household; or
  - b. Is a **regular operator** of the **insured car**; but is not listed or endorsed on the policy prior to the **accident**. This exclusion does not apply if the person is legally using the **insured car** with the express or implied permission of the **owner**.
15. **Bodily injury or property damage** caused by an **insured person** operating an **insured car** or **non-owned car** while **racing**.
16. **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**.
17. **Bodily injury or property damage** for which the United States Government is liable under the Federal Tort Claim Act.
18. **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 business use premium for that use.
19. **Property damage** to property:
  - a. Rented to;

- b. Used by;
  - c. Transported by;
  - d. Owned by; or
  - e. 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**.

20. **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.
21. **Punitive damages** of any kind.
22. **Bodily injury or property damage** resulting from the operation of any **car** by a specifically named excluded driver. This exclusion does not apply to the **owner** of the **insured car** for negligence in the operation of the motor vehicle by any **person** legally using or operating the **insured car** with the **owner's** express or implied permission.

If a court with proper jurisdiction finds an exclusion is invalid and cannot be enforced, that exclusion is revised so it will apply and be enforced as to all other damages under Part I – Liability to Others.

### 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 loss or 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.

The damages for **bodily injury** recoverable by a guest or passenger in an **insured car** shall be reduced by any payments made to that **person** under Medical Payments Coverage.

**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 there is other valid and collectible motor vehicle liability insurance, self-insurance or bond that applies to an **accident** involving an **insured car** covered by this Part I, **we** will pay the proportionate share **our** limit of liability bears to the total of all of those applicable liability limits.

If a **non-owned car** has other collectible vehicle liability insurance coverage, self-insurance or bond, then any insurance **we** provide will be excess over such other collectible liability insurance coverage, self-insurance or bond, except for the following situations:

**We** will provide primary insurance for a **non-owned car**:

1. If the vehicle is insured under a policy affording coverage to a name insured engaged in an **auto business**. This applies only if **you** or any **relative**:
  - a. Are operating the vehicle; and
  - b. Are neither the person engaged in such an **auto business** nor that person’s employee or agent.
2. If the vehicle is leased by **you** under a written lease agreement and **you** have agreed to provide coverage for your operation of the vehicle.

If this policy and any other insurance, self-insurance or one or more bonds also apply to the **accident** on an excess basis, **we** will pay only **our** share of the damages in excess of the insurance, self-insurance and bonds that pay on other than an excess basis. **Our** share is the proportion **our** limit of liability bears to the total of the limits of all applicable insurance, self-insurance and bonds that pay on an excess basis.

However, if an **insured person** is operating an **insured car** which is owned by a person, firm, or corporation in the **auto business**, **our** liability insurance will apply on a primary basis.

Nothing in this Other Insurance clause implies or creates coverage that does not otherwise exist under this policy or which is limited by any other policy provisions.

### 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 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 geographic 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 **rac**ing.
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. That occurs:
  - a. During a **TNC prearranged ride**; or
  - b. While a motor vehicle is being used for **delivery services**; or
  - c. While a motor vehicle is being used to transport or carry persons or property for any compensation or suggested donation.
13. 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:
  - a. **Business** use of an **insured car** has been declared to **us** and an additional business use premium has been paid; or
  - b. Use of an **insured car** by **you** or a **relative** in an **auto business**.

### 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 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.

Any amounts payable to an **insured person** under this Part II will be reduced by any amounts paid or payable for the same expense under any Liability to Others Coverage, Personal Injury Protection or Uninsured/Underinsured Motorist Coverage provided by this or any other policy or source of recovery.

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.

No payment will be made under this coverage unless the **insured person** or his legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that the **insured person** receives under any Liability to Others Coverage or Uninsured/Underinsured Motorist Coverage provided by this policy.

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.

### Other Insurance

If there is other applicable motor vehicle medical payments insurance of the same priority 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 of the same priority.

### 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/UNDERINSURED MOTORISTS

### Insuring Agreement - Uninsured Motorist Bodily Injury Coverage

Subject to the limits of liability, if **you** paid the premium for **Uninsured Bodily Injury 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**:

1. Sustained by an **insured person**; and
2. Caused by an **accident**;

that arises out of the ownership, maintenance or use of the **uninsured motor vehicle** or **underinsured motor vehicle**.

### Insuring Agreement - Underinsured Motorist Bodily Injury Coverage

Subject to the limits of liability, if **you** paid the premium for **Underinsured Motorist Bodily Injury Coverage**, **we** will pay compensatory damages an **insured person** is legally entitled to recover from the **owner** or operator of an **underinsured motor vehicle** due to **bodily injury**:

1. Sustained by an **insured person**; and
2. Caused by an **accident**;

that arises out of the ownership, maintenance or use of the **underinsured motor vehicle**.

### Insuring Agreement - Uninsured Motorist Property Damage Coverage

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

Any claim submitted to **us** for benefits under this Uninsured Motorist Property Damage Coverage must include:

1. The name and address of the **owner** or at-fault operator of the **uninsured motor vehicle**; and
2. Other information and proof to establish that the **owner** or at-fault operator of the **uninsured motor vehicle** has no liability bond or policy that applies at the time of the **accident**.

There will be no Uninsured Motorist Property Damage coverage for a claim that is not supported by this information and proof.

## Additional Terms for Part III

The following Additional Terms apply to this Part III:

1. The liability of the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** for **bodily injury** or **property damage** must arise out of the ownership or **use** of an **uninsured motor vehicle** or **underinsured motor vehicle**.
2. **We** will pay under this Part only:
  - a. After the limits of liability under all other applicable liability policies and bonds have been exhausted by payment; or
  - b. After an offer of settlement has been made to an **insured person** by the insurer of the **uninsured motor vehicle** or **underinsured motor vehicle**, and **we** have been given:
    - (1) Not less than 30 days written notice:
      - (a) Of the existence of that bona fide offer of agreement or settlement; and
      - (b) That includes a certification of the coverage limits of the liability policies and bonds of the **owner** or operator of the **uninsured motor vehicle** or **underinsured motor vehicle**; and
    - (2) An opportunity to advance payment to the **insured person** in an amount equal to the offer settlement within 30 days after receipt of notice. If **we** advance this payment, **we** reserve **our** rights to subrogate.
3. **We** are not bound by any judgment that arises out of a lawsuit with respect to:
  - a. The liability of an **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
  - b. The amount of **bodily injury** damages that result from an **accident**; if that lawsuit occurs without prior notice to **us**.
4. **We** are not bound by any settlement agreement entered into with the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle** that occurs without **our** written consent.
5. Any lawsuit or arbitration against **us** by an **insured person** must be brought within two years after the date of the **accident**.

## 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:

1. “**Insured person**” means:
  - a. **You**.
  - b. A **relative**.
  - c. Any other **person** who uses or is **occupying** an **insured car** with **your** permission.

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:
  - a. An **insured car** shown on the **Declarations Page** with a premium paid for **Uninsured Motorist Property Damage Coverage**; and
  - b. Personal property owned by an **insured person** if that personal property is in that **insured car** at the time of the **accident**.

**“Property damage”** does not include:

- a. Physical damage to or destruction of any other personal property not described above in this definition; or
  - b. Any loss of use.
4. **“Underinsured motor vehicle”** means a **motor vehicle** for which one or more **bodily injury** liability bonds, policies or self-insurance apply at the time of the **accident** but all limits available for payment to the **insured person** under those sources of recovery for **bodily injury** liability are less than the limit of liability under this policy for Uninsured/Underinsured Motorist Bodily Injury Coverage at the time of the **accident**.

**“Underinsured 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. Insured under Part I of this policy; or
  - f. An **uninsured motor vehicle**.
5. **“Uninsured motor vehicle”** means a **motor vehicle** for which:
    - a. No liability bonds, policies or self-insurance 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 unable to make payment for the legal liability of its insured within the **minimum limits** because of its insolvency within two years of the date of the **accident**.
    - d. For purposes of **bodily injury** to an **insured person**, the **owner** or operator cannot be identified, and that **motor vehicle**:
      - (1) Hits by striking, with actual and direct physical contact, only:
        - (a) An **insured person**;
        - (b) A vehicle an **insured person** is **occupying**; or
        - (c) An **insured car**; and
      - (2) Causes **bodily injury** to that **insured person**.

- e. A liability bond, policy or self-insurance applies at the time of the **accident**, but its limit of liability is less than the minimum limits of liability specified by the financial responsibility law of:
  - (1) The state in which an **insured car** is principally garaged; or
  - (2) Another state in which the **accident** occurred.

**“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;
- f. Insured under Part I of this policy; or
- g. An **underinsured motor vehicle**.

### Exclusions

1. **We** do not provide coverage under this Part III for **bodily injury** or **property damage** for any **insured person**:
  - a. If that **person**, or that **person’s** legal representative, settles the claim without **our** consent, and **our** right to recover payment from any liable party has been prejudiced by such act.
  - b. While **occupying your insured car** while it is being used for livery or **delivery** services. This exclusion does not apply to a share the expense car pool.
  - c. That occurs during a **TNC prearranged ride**.
  - d. That occurs while a **motor vehicle** is used for **delivery services**.
  - e. While using or **occupying** any **motor vehicle owned** by, or furnished or available for the regular **use** of, **you** or a **relative**, if that vehicle is not an **insured car** under this policy.
  - f. 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**.
  - g. While using or **occupying** any vehicle while that **insured person** is committing a crime.
  - h. That results from nuclear radiation, exposure, or contamination.
  - i. 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 **racin**g.
  - 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.

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. Policies issued by **us** or any other insurer(s);
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. 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:

1. Afforded to more than one **car** under this policy; or
2. Because both an **uninsured motor vehicle** and **underinsured motor vehicle** are involved in an **accident**.

Subject to all other terms, if more than one policy of uninsured and/or underinsured motorist coverage applies to an **accident** for an **insured person**, the most the **insured person** may recover from all of the similar applicable coverage, including this policy, is the highest limit available under one policy of uninsured or underinsured motorist coverage. However, **we** will pay no more than **our** share of any such highest limit, subject to the priorities set forth in the Other Insurance clause and the limit of liability shown on the **Declarations Page** for Part III.

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, unless these are damages incurred by an **insured person** who has also sustained a **bodily injury** in the same **accident**.

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 all damages due to **property damage** arising out of any one **accident** is the applicable limit of liability shown in the **Declarations Page** for **Uninsured Motorist Property Damage Coverage**. Subject to that limit, for an **insured car** and/or personal property in that **insured car** which is covered under this Part III, **we** will pay the lesser of:

1. The **actual cash value** of the **insured car** and/or any other covered and damaged personal property in that **insured car** at the time of the **accident**;
2. The amount necessary to repair the property to its pre-loss physical condition; or
3. The amount necessary to replace the property with property of like kind and quality.

**Property damage** payments are subject to the following:

1. Any deductible that may apply if shown on the **Declarations Page**. But, the deductible, if any, will be waived for **property damage** that results from a collision if the **insured car** was legally parked and unoccupied when involved in the **accident** for which the **insured person** is legally entitled to recover damages from the **owner** or operator of the **uninsured motor vehicle**.
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. 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.
4. The amount **we** will pay to repair an **insured car** that is more than five years old, or replacements parts on that **insured car**, 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.
5. The amount **we** will pay to repair an **insured car** that is within the first 5 years after its model year, or replacement parts on that **insured car**, will be based on the cost of parts which may, with **your** consent, be new, used, reconditioned, remanufactured or refurbished parts, that are original and/or non-original manufacturer parts or equipment. If **you** do not consent, **you** must select parts that are:
  - a. New body parts manufactured by or for the manufacturer of that **insured car**;
  - b. New body parts that were not manufactured by or for the manufacturer of that **insured car**; or
  - c. Used body parts.

No one will be entitled to duplicate payments for the same elements of loss or 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 and/or Part IV – Car Damage Coverage.

**Our** limit of liability under this Part III shall be reduced by any and all amounts paid or to be paid:

1. 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;
3. Under Part IV;
4. Under any workers' compensation law, disability benefits law, or similar laws.

### **Other Insurance**

Subject to all other terms, if more than one policy of uninsured and/or underinsured motorist coverage applies to an **accident** for an **insured person**, the most the **insured person** may recover from all of the similar applicable coverage, including this policy, is the highest limit available under one policy of uninsured or underinsured motorist coverage. However, **we** will pay no more than **our** share of any such highest limit, subject to the priorities set forth below and the limit of liability shown on the **Declarations Page** for Part III.

When an **insured person** occupies any vehicle, this insurance shall be excess over any other similar insurance, bonds or self-insurance available to the **insured person**, except:

1. When the **insured person** is occupying **your insured car**; or
2. As to the insurance provided by a garage liability policy also covering an **insured person** who has permission from the **owner** of a **car** covered by such policy to operate that **car**. For purposes of this clause, a "garage liability policy":
  - a. Is a motor vehicle liability insurance policy that affords coverage to a named insured engaged in the **business** of selling, leasing, repairing, servicing, delivering, testing, road testing, parking, or storing motor vehicles.
  - b. Does not include a motor vehicle liability insurance policy that affords coverage to a vehicle used in the **business** of transporting property for hire.

When coverage under this policy is excess, **we** will pay **our** share with all other similar insurance, bonds or self-insurance available on the same excess basis, but only after exhaustion of all similar coverage that applies on a primary basis.

### **Arbitration**

Arbitration is not available for coverage disputes.

If agreement cannot be reached between the **insured person** and **us** on:

1. Whether that **insured person** is legally entitled to recover damages; and
2. The amount of damages which are recoverable by that **insured person**; from the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle**, then the dispute may be arbitrated if both parties agree.

If **we** and the **insured person** agree to arbitrate, a qualified and impartial arbitrator shall be selected by the parties. If the parties cannot agree on an arbitrator within 30 days, either may request that a judge of a court with proper jurisdiction select such arbitrator.

Unless otherwise agreed by both parties:

1. Arbitration will take place in the county in which the **insured person resides**; and
2. Local rules of law as to procedure and evidence will apply. Disputes as to procedure and evidence shall be subject to the authority of the arbitrator.

The arbitrator has no authority to:

1. Decide issues of coverage; or
2. Award any amount:
  - a. In excess of the limit of liability;
  - b. As **punitive damages**; or
  - c. As fees, costs or interest.

The arbitrator's decision will be binding on:

1. Whether the **insured person** is legally entitled to recover damages; and
2. The amount of damages if the amount does not exceed the **minimum limits**. If the arbitrator's award exceeds the **minimum limits**, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will then be binding.

Each party will pay the expenses it incurs and share in paying the agreed expenses of the arbitration and arbitrator equally.

## 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 (Rental) 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, **we** will reimburse **you** for 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**. 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; 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 **racing**.
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 the spouse of the **named insured** who **resides** in the same **household** as the **named insured** only if:
  - a. The state law expressly 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**;
  - c. A complaint has been filed with law enforcement and sign by the innocent spouse to make an arrest of the other spouse for violation of a family violence or similar law; and
  - d. That **person** cooperates in any investigation relating to 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. To an **insured car** when it is driven, operated, or used by any person who:
  - a. **Resides** in **your** household; or
  - b. Is a **regular operator** of the **insured car**; but is not listed or endorsed on the policy prior to the **loss**.
17. 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**.
18. 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**.

19. That occurs:
  - a. During a **TNC prearranged ride**; or
  - b. While a motor vehicle is being used for **delivery services**; or
  - c. While a motor vehicle is being used to transport or carry persons or property for any compensation or suggested donation.
20. Due to the legal seizure or destruction of an **insured car** by any government or civil authority for any reason.
21. Due to the repossession of the **insured car** by a **person** or entity legally entitled to do so.
22. 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 business use premium has been paid.
23. To an **insured car** due to diminution of value or any loss or reduction in market or resale value.
24. That occurs while the operator of the **car** is texting, keying or typing on any telecommunications device, including but not limited to cell phones, computers, tablets, iPads or any similar device. This does not apply to any telecommunications device used or held to call 911 to report a bona fide emergency.
25. To any vehicle other than an **insured car** for which the premium has been paid for the coverage being sought under this Part.
26. To any vehicle involved in a single vehicle **accident** when a police report has not been made within twenty-four (24) hours of the **accident**.

### 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, the terms of this policy shall apply separately to each **insured car**, including any applicable deductibles.

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.
5. The amount **we** will pay to repair an **insured car** that is more than five years old, or replacement parts on that **insured car**, 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. The amount **we** will pay to repair an **insured car** that is within the first 5 years after its model year, or replacement parts for it, will be based on the cost of parts which may, with **your** consent, be new, used, reconditioned, remanufactured or refurbished parts, that are original and/or non-original manufacturer parts or equipment. If **you** do not consent, **you** must select parts that are:
  - a. New body parts manufactured by or for the manufacturer of that **insured car**;
  - b. New body parts that were not manufactured by or for the manufacturer of that **insured car**; or
  - c. Used body parts.
7. 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.
8. The amount **we** will pay for **loss** to an **insured car** covered under Part IV will be reduced by any amount **we** have paid for that **loss** under Part III.
9. 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

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.

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

### 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:

1. Until **you** have fully complied with all of the conditions and duties stated in this policy; and
2. Unless **you** have an insurable interest in the **insured car**. The failure to satisfy all legal requirements to transfer legal title of an **insured car** to **you** will not prevent **you**, as a good faith purchaser of that **insured car**, of having an insurable interest in that **insured car**.

Under no circumstances will a payment be made under the policy until evidence of satisfactory repairs is presented to **us**. At that time, **we** will have the right, at **our** option, to inspect the repairs prior to **our** making any payment for the **loss**.

### Timeliness of Repairs

If there is a **loss**, **you** must begin repairs on an **insured car** within ninety (90) days or as soon as practicable from the date of **loss**. **We** will not be responsible for any **loss** or portion thereof which is caused by **your** delay in commencing such repairs.

### Car Storage

**We** will pay up to a reasonable and customary daily rate for the cost of storage of an **insured car** in the event of a **loss** to the **insured car** for which coverage is provided under this Part. **We** will pay no more than \$400 total for the cost of storage of the **insured car** under this Part.

### 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 a **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 of the same priority 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 of the same priority. 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. **Bodily injury** or **loss** that occurs:
  - a. During a **TNC prearranged ride**; or
  - b. While a motor vehicle is being used to transport or carry persons or property for any compensation or suggested donation.
13. As a result of a hernia of any kind.
14. As a consequence of diabetes.
15. **Bodily injury** caused or contributed to, because the **named insured** committed, participated in or attempted 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 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.

### 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. However, this does not extend any contractual or statutory period limiting the time for bringing any lawsuit or arbitration against **us**.

No one other than an **insured person** under Part I 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.

Any lawsuit against **us** by a **person** seeking coverage under Part III – Uninsured and Underinsured Motorist Coverage must be brought within two years after the date of the **accident**.

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.

**Our** rights of recovery and other rights hereunder apply whether or not, and even before, a **person** has been fully compensated for an **accident** or **loss**, unless required otherwise by Indiana Code § 34-51-2-19.

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.

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**.

Notwithstanding the above, if **we** make a payment under Part III of this policy:

1. **We** have no right of recovery against an uninsured or underinsured motorist if **we** have consented, in writing, to a settlement between that uninsured or underinsured motorist, or its insurer, and an **insured person** under Part III. An **insured person** under Part III seeking Part III benefits must give **us**:
  - a. Not less than 30 days written notice:
    - (1) Of the existence of that bona fide offer of agreement or settlement; and
    - (2) That includes a certification of the coverage limits of the liability policies and bonds of the owner or operator of the uninsured or underinsured motor vehicle; and
  - b. An opportunity to protect **our** rights by advancing payment to the **insured person** in an amount equal to the offer settlement within 30

- days after receipt of notice. If **we** advance this payment, **we** fully preserve **our** rights to subrogate.
2. Because the insurer of an uninsured or underinsured motor vehicle or motorist is or becomes insolvent, **our** rights of reimbursement, subrogation and recovery do not apply against the:
    - a. Insured of the insolvent insurer; or
    - b. Indiana Guaranty Association.But, **we** may recover from the insured of the insolvent insurer that part of **our** payment that exceeds the limits of liability of the policy of the insolvent insurer.

### Transfer of Your Interest in This Policy

Interest in this policy may not be assigned or transferred without **our** written consent. However, upon **your** death, coverage will be provided until the end of the policy period for:

1. Any person specifically named as an operator on the **Declarations Page**;
2. The legal representative of the deceased person while acting within the scope of his or her duties as a legal representative; and
3. **Your** spouse, if he or she was covered under this policy immediately prior to **your** death or the termination of the marital relationship, as applicable.

### 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** when at a future date the cancellation is to be effective.

**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 due to **failure to pay premium**; or
2. 20 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. Once 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, willful misrepresentation, concealment or fraud when applying for or continuing this policy;
3. **You** or a **relative** submit a fraudulent claim;
4. The **driver's license** or motor vehicle registration of the **named insured**, or of any other operator who either **resides** in the same **household** as the **named insured** or customarily operates an **insured car**, has been denied or has been under suspension or revocation during the policy period or the existence of one (1) or more grounds for such denial, suspension, or revocation has become known to **us**;
5. The **named insured** or any other operator who either **resides** in the same **household** as the **named insured** or customarily operates an **insured car**:
  - (a) Is under treatment for epilepsy or heart disease and does not produce a certificate from a doctor testifying to the operator's unqualified ability to operate a motor vehicle safely; or
  - (b) Uses drugs or alcoholic beverages to excess;
6. The place where the **named insured resides** or the state of registration or license of the **insured car** is changed to a state, territory or country in which **we** are not licensed; or
7. Violation of any terms or conditions of this policy.

With respect to cancellation, this policy is neither severable or divisible. 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. However, **our** making or offering of a refund is not a notice or condition of cancellation. **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% of a daily pro rata basis, and subject to any fully-earned fees.

If **we** decide to not to renew this policy, other than for non-payment of premium, **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 20 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.

Similar coverage for an **insured car** shall terminate on the effective date of any other motor vehicle insurance policy covering that **insured car**.

### **Proof of Notice**

**We** may mail or deliver any notice to the **named insured**. Proof of mailing of any notice to the **named insured** at the address shown in the policy will be sufficient proof of notice.

### **Our Right to Void the Policy for Fraud or Misrepresentation**

**We** have the right to void this policy from its inception if **you** provided false material information or omitted material information in **your Application**. This policy is issued in reliance upon information provided on **your Application**. **We** will void this policy from inception if at the time of the **application you**:

1. Made false statements or representations to **us** as to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct.

No coverage is provided for any **accident** or **loss** if **we** void this policy.

**You** have an on-going duty to notify **us** if there is a material change in the risk or exposure that might affect the rating of **your** policy.

### **Our Right to Deny Coverage and End the Policy for Fraud or Misrepresentation**

**We** will not provide coverage or benefits for any **person** or party who has:

1. Misrepresented, concealed, omitted or misstated a material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Aided, abetted or directed any behavior of the type listed in clause 1. or 2. above;

in connection with this policy or any **accident**, loss or claim under it, if such misrepresentation or fraud existed at the time of the **accident**, loss or claim and contributed to it. **We** may also cancel, non-renew or otherwise terminate this policy, as allowed by law, for any such acts.

### **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.

### **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. If execution of a judgment against a **person** insured under Part I is returned unsatisfied because of the insolvency or bankruptcy of that **person**, a person or party that claims a right to payment of damages covered by Part I may maintain an action against **us** to recover an amount of the judgment within **our** Limits of Liability, and subject to all terms and conditions of 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.

**Notice of an Accident or Loss**

In the event of an **accident** or **loss**, it must be reported to **us** or one of **our** authorized agents as soon as practicable. 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**.

Notice given to any of **our** authorized agents, with facts sufficient to identify the insured, is deemed to be notice to **us**.

**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 so as not to prejudice **our** rights.
2. Refuse to assume any obligation or incur any unreasonable and unnecessary expenses at the time of the **accident** or **loss**.
3. Immediately send **us** any legal papers relating to any claim or lawsuit.
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 Uninsured/Underinsured Motorist Coverage must contact the police within 48 hours, or as soon as is practicable, after the **accident** if a hit and run driver is involved and must promptly send **us** copies of any legal papers if suit is brought.

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 PAGE.

### **NAMED DRIVER, NON-OWNED COVERAGE**

If **you** have elected Named Driver, Non-Owned Coverage, **we** will only cover the permissive use of a **non-owned car** by the **named insured**. Any coverage provided under this policy shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits. 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. As excess coverage, **we** will pay **our** share with all other similar insurance, bonds or self-insurance available on the same excess basis, but only after exhaustion of all similar coverage that applies on a primary basis. However, any insurance **we** may provide will not be excess to insurance provided by a garage liability policy also covering the **named insured** who has permission from the **owner** of a **car** covered by such garage liability policy to operate that **car**. For purposes of this clause, a **“garage liability policy”**:
  - a. Is a motor vehicle liability insurance policy that affords coverage to a named insured engaged in the **business** of selling, leasing, repairing, servicing, delivering, testing, road testing, parking, or storing motor vehicles; and
  - b. Does not include a motor vehicle liability insurance policy that affords coverage to a vehicle used in the **business** of transporting property for hire.
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 PAGE.

### **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. The Named Driver Exclusion does not apply to the **owner** of the **insured car** for negligence in the operation of the motor vehicle by any **person** legally using or operating the **insured car** with the **owner’s** express or implied permission.

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 (08/21)

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

### **RENTAL CAR (Substitute Vehicle) COVERAGE ENDORSEMENT**

In consideration of an additional premium charge, Part IV – 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 (05/19)