



Underwritten by InsureMax Insurance Company

PENNSYLVANIA PERSONAL CAR POLICY

P.O. Box 723128
Atlanta, GA 31139

In the event of an accident, we must be notified so please call:

1-888-580-8134

All other calls:

1-888-952-2902

(This policy does not pay dividends to policyholders.)

RENTAL CAR NOTICE:

PENNSYLVANIA INSURANCE LAW REQUIRES AUTO INSURERS TO GIVE NOTICE ABOUT WHETHER OR NOT YOUR AUTO POLICY COVERS COLLISION DAMAGE FOR YOUR USE OF RENTAL VEHICLES.

IF YOU BUY COLLISION COVERAGE ON THIS POLICY, *IT DOES NOT COVER DAMAGE TO A RENTAL CAR UNLESS YOU ALSO PURCHASE "DAMAGE TO A RENTAL CAR" COVERAGE.* TO BE COVERED FOR COLLISION LOSS, THAT RENTAL CAR MUST BE OF THE SAME TYPE OR CLASS OF VEHICLE AS YOUR INSURED CAR AND NOT BE USED FOR BUSINESS. COVERAGE IS SUBJECT TO ALL OTHER POLICY TERMS, LIMITS AND EXCLUSIONS.

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YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES

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ENDORSEMENTS

NAMED DRIVER – NON-OWNED VEHICLE COVERAGE
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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 as if all are physically attached together. This applies whether the form is issued on paper or electronically. This policy describes which **cars** 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.

THIS POLICY LIMITS REIMBURSEMENT OF MEDICAL & HEALTH CARE COSTS. Any and all amounts to be paid for health care treatment or as medical expenses SHALL be subject to any and all limitations and reductions authorized, allowed or required by the **Pennsylvania MVFRL**. This includes, but is not limited to, costs being reasonable, necessary, and subject to any and all fee schedules, caps, limits and/or reductions set forth by or referenced in, or applicable to, the **Pennsylvania MVFRL**.

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

INSURING AGREEMENT

If the premium has been paid to purchase a coverage, **we** agree to insure **you**, subject to the terms of this policy, for the coverage purchased and it is shown on the **Declarations Page**, up to the limits of liability.

If **you** make **your** initial payment by check, credit card, ACH or any other non-cash method of payment **we** accept, 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”** or **“ACV”** means the reasonable and fair market value of stolen or damaged property at the time and place of the **loss**, but not in excess of its purchase price when new, and which is determined with adjustment for:
 - a. The age, mileage and physical condition of the property; and
 - b. **Depreciation** and prior damage;which will be determined by **us** and may 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, whether such forms are hardcopy or electronic, or part in hardcopy and part electronic. This includes any supplemental application and forms used to elect, select and reject coverage, limits and deductibles, other forms provided by **us** to record this information, and responses to **our** 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 **accidentally** sustained bodily harm to a **person** and that **person’s** illness, disease or death that result from that bodily harm. **“Bodily injury”** does not include:
 - a. Harm caused by discharge of a firearm or other use of any weapon;
 - b. Becoming pregnant; or
 - c. Communicable disease or illness that results from **person-to-person** transmission or contact.
6. **“Business”** means:
 - a. A job, trade, employment, profession or occupation; and
 - b. Any commercial or for-profit activity of any kind; whether full-time or part-time.

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 12,000 pounds or less (as determined by the manufacturer). **"Car"** does not include any:
 - a. Motorcycle, dirt bike, tryke, quad vehicle, side-by-side or all-terrain vehicle (ATV);
 - b. Golf cart or go-cart;
 - c. Tractor or any farm type machines;
 - d. Vehicle designed and used primarily as an off-road vehicle;
 - e. Step-van or vans with cabs separate from the cargo area;
 - f. Parcel delivery vans and cargo cutaway vans;
 - g. Vehicles operated on rails or crawler treads;
 - h. Vehicles with capacity for twelve (12) or more **persons**;
 - i. Recreational vehicle; or
 - j. Vehicle of any type while used or while parked for use:
 - (1) As a residence, dwelling, living space 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 limits, deductibles and other policy options that apply;
 - 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. **"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;
 - c. Due to the diminishing useful life of car components and parts; and
 - d. Due to obsolescence.
11. **"Diminution in value"** means and includes, but is not limited to, the perceived or actual decrease in market or resale value of property due to or because of:
 - a. An **accident** or loss;
 - b. Repairs or replaced parts; and/or
 - c. Alleged or real stigma or taint related or due to any **accident**, loss, repair or replaced parts.
12. **"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.
13. **"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.
14. **"Household"** means the address where **you reside** that is shown on the **Declarations Page**.
15. **"Insured car"** means:
 - a. Any **car** described on the **Declarations Page**.
 - b. Any **car you** acquire to replace a **car** described on the **Declarations Page**, subject to the following conditions:
 - (1) The existing coverages on the **car** replaced will apply to a replacement **car** as of the date it is acquired if **you** notify **us** within 30 days of the date it is acquired by **you**. Car Damage Coverage shall not apply to the replacement **car** if **we** do not get notice within those 30 days.
 - (2) A replacement **car** will not be provided more coverage than applied to the **car** it replaced until and unless **you** ask **us** to add coverage and **our** conditions are met. If **you** add coverage or increase limits, that added coverage or increased limit does not apply until after **you** have asked **us** to add the coverage or increase limits.
 - c. Any additional **car** that is not 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 30 days of the date the **car** is acquired by **you**. No coverage will apply to an additional **car** if **you** do not notify **us** within 30 days of acquiring that **car**. No Car Damage Coverage shall apply to an additional **car** until after the time **you** give **us** notice **you** have acquired the **car** and these conditions have been met.

A **car** is no longer an **"insured car"** if:

 - a. The **car** is sold, assigned or gifted to another **person** or party who is not **you** or a **relative**;
 - b. Possession or title is permanently transferred to another **person** who is not **you** or a **relative**; or
 - c. **You** have asked **us** to remove it from this Policy.
16. **"Loss"** means direct and sudden loss of, or physical damage to, an **insured car** caused by an **accident**. **"Loss"** includes theft or larceny for Part IV. **"Loss"** does not mean or include any **diminution in value**. This definition does not apply in Part V.
17. **"Minimum limits"** means the minimum amount of liability insurance required for personal use of a **car** under the motor vehicle financial responsibility and/or insurance laws of the state in which **you reside**, as shown in **our** records. That minimum limit amount is the per person/per accident limits for **bodily injury** and/or property damage required by such laws on the date of the **accident** (also called "split limits"). In **Pennsylvania** and for this Policy, the **"minimum limits"** for personal use of a **car** are:
 - a. For compensatory damages due to **bodily injury**:
 - (1) \$15,000 to one **person** in any one covered **car** or motor vehicle **accident** (the "per person" or "each person" limit);

- (2) \$30,000 to two or more **persons** in any one covered **car** or motor vehicle **accident** (the “per accident” or “each accident” limit) and subject to the “per person” or “each person” limit directly above; and
- b. \$5,000 for the total of all property damages arising out of the covered use of a **car** or motor vehicle in any one **accident**;
as required by law, except if amended by law to a higher required minimum limit amount, which would then apply by law and in the policy.
18. “**Named insured**” means the **person** or **persons** shown as the policyholder on the **Declarations Page**. If the **named insured** is not a living **person**, then there is no coverage under this policy for any **relative** or the spouse of the **named insured**.
19. “**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; and
 - Used with permission from the **owner** or a **person** in lawful charge or possession of that **car**.
- “**Non-owned car**” does not include any **car** rented for more than 30 consecutive days.
20. “**Nuclear exposure**” means and includes any type of contact or exposure to any nuclear: element, event, reaction, radiation or radioactive contamination, no matter how caused, and any event to which a nuclear energy liability insurance policy could apply.
21. “**Occupying**” means to be in or upon a **car**, or engaged in the immediate act of getting in, on, out of or off.
22. “**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.
23. “**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.
24. “**Pennsylvania**” means the Commonwealth of Pennsylvania in the United States.
25. “**Pennsylvania MVFRL**” means the Motor Vehicle Financial Responsibility Laws (MVFRL) of **Pennsylvania**. It also includes its related laws and regulations, as if included here.
26. “**Person**” means a natural, living human being and not a corporation, partnership, association or **business** name.
27. “**Property damage**” means physical damage to, or destruction or loss of use of tangible property.
28. “**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, and any attorney fees, other fees and interest awarded because of such damages.
29. “**Racing**” means:
- Preparing or participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not;
 - Operating a motor vehicle on a track or course designed or used for speed or racing contests, demonstration or high performance driving, or advanced skilled type driver training; or
 - Operating a motor vehicle in any competition, demonstration, sport rally or exhibition activity.
30. “**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 24 hours at any time during the policy term as shown on the **Declarations Page**. The 24 hours may be consecutive or cumulative.
31. “**Relative**” means:
- A **person** who primarily **resides** in **your household** and is related to **you** by blood, marriage or adoption;
 - Your** ward or foster child who primarily **resides** with **you**.
- A “**relative**” includes a minor child in the custody of the **named insured** or a relative of the **named insured**, when that minor child is residing with **you**. If the “**named insured**” shown on the **Declarations Page** is not a **person**, no one will be a **relative**.
32. “**Reside**”, “**resides**” and “**residing**” mean to dwell permanently, as the **person's** primary and legal domicile.
33. “**Resident**” and “**residents**” mean any **person** or **persons** who **reside** in the **household** of the **named insured**.
34. “**State**” means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
35. “**Temporary loaned substitute vehicle**” means a motor vehicle that is in the custody of, or operated by, **you** or a **relative**, provided it is:
- A temporary replacement or substitute vehicle for an **insured car** while that **insured car** is being transported, serviced, repaired or inspected by a motor vehicle dealer; and
 - Loaned to (and not **owned** by) **you** or a **relative**:
 - By a motor vehicle dealer, or agent thereof, licensed to buy or sell new or used motor vehicles in accord with and as defined in **Pennsylvania** law in the “Board of Vehicles Act” (or as amended); and
 - Without any separate fee, charge or other directly paid consideration by **you** or a **relative** for that motor vehicle’s use.

Payments made by a third party to the dealer, or similar reimbursements, are not considered payments directly from an insured operating the motor vehicle.

36. **"Transportation network company"** and **"TNC"** mean any entity (including, but not limited to, a corporation, limited liability company, partnership or sole proprietor) that provides prearranged transportation or ride-sharing type services for-profit or compensation using an online-enabled or digital application, software, website, system or platform to connect a rider with a TNC driver who provides prearranged rides to the between destination points chosen by the rider.
37. **"We"**, **"Us"** and **"Our"** mean the Company providing this insurance, as shown on the **Declarations Page**.
38. **"You"** and **"your"** mean the **"named insured"** shown on the **Declarations Page**, and the 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 and all policy terms, if **you** paid the premium for coverage for Liability To Others, **we** will pay compensatory damages for **bodily injury** or **property damage** for which any **insured person** becomes legally responsible because of an **accident** for which that **insured person** is covered by this Part I.

We have the right to investigate, negotiate, and settle any claim covered under Part I as **we** deem appropriate. **We** will settle or defend claims and lawsuits for damages covered under this Part I as **we** deem proper. This may include 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. Liability Coverage is provided by this policy as required by the Compulsory Insurance Law or Financial Responsibility Law of the state in which the first **named insured** resides at the time this policy is issued.

Additional Terms for Part I

The legal liability, if any, of an **insured person** to an injured **person**, and that injured **person's** right to recover damages, are subject to all applicable laws. This includes, but is not limited to, the:

1. **Pennsylvania** lawsuit tort option, either "full tort" or "limited tort", that applies as:
 - a. Elected by the injured **person** before the **accident**; or

- b. Assigned by **Pennsylvania** law (75 Pa.C.S.A. § 1705, as amended) because no tort option election was made by or otherwise applies to that injured **person**; and
2. Limits on recovery, if any, due to that tort option that applies.

Medical expense(s) included as part of compensatory damages for **bodily injury** in a covered **accident** are limited to the customary charges for treatment as described in 75 Pa.C.S.A. § 1797, and therefore must be **reasonable** and **necessary**, as those terms are defined in Part II, as if set forth and defined here.

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** or a **temporary loaned substitute vehicle** 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** or a **temporary loaned substitute vehicle** 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. 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**.

An **"insured person"** does not include anyone using a motorized vehicle or device (other than an **insured car** for which Part I applies as shown in the **Declarations Page**) if that vehicle or device is:

1. **Owned** by;
2. Registered to; or
3. Furnished or available for the regular or frequent use of; **you** or a **relative**.

Additional Payments

When coverage applies under this Part I for damages that arise from an **accident**, **we** will also pay:

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. When required in any suit **we** defend, the premiums or costs to purchase appeal bonds and attachment bonds with a face amount up to **our** limit of liability. **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 for an **insured person** 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.

These additional payments listed here-above are separate from, and do not reduce, the limit of liability for Liability To Others coverage shown on the **Declarations Page**.

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, for **TNC** services or for **delivery**. This 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 what was intended; or
 - b. A deliberate act by, or at the direction of, an **insured person** which any reasonable **person** would deem intended or 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** or a **temporary loaned substitute vehicle** 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 vehicle or **car** for transporting any explosive substance, toxic material, flammable substance, or similarly hazardous material;
 - b. **Nuclear exposure**;
 - c. Radioactive, pathogenic, poisonous, biological, toxic, or hazardous contamination or materials; or
 - d. 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, or to which insurance under any type of workers compensation or disability or similar law applies. 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** 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.
9. **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.
10. Any liability assumed by an **insured person** under any bailment, contract or agreement. This does not apply if and when there is otherwise covered use of a **temporary loaned substitute vehicle** in this Part I.
11. **Bodily injury** or **property damage** caused by an **insured car** when it is driven by any **person** who does not have a valid **driver's license**.
12. **Bodily injury** or **property damage** caused by an **insured person** operating any vehicle, **insured car** or **non-owned car** while **racin**g.
13. **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**, a **relative**, or any **insured persons**.
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 as a driver on the policy prior to the **accident**.
15. **Bodily injury** or **property damage** for which the United States Government is liable under the Federal Tort Claim Act or similar law.
16. **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 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.
17. **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 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**.

18. **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:
 - a. Misdemeanor violations of the motor vehicle or traffic code; or
 - b. An **insured person** for the sole reason that the **person** caused an **accident** while under the influence of drugs or intoxicating drinks.
19. **Punitive damages** of any kind.
20. **Bodily injury** or **property damage** resulting from the operation of any vehicle or **car** by a specifically named excluded driver.

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 adding, stacking or combining of coverage afforded to more than one **car** or **insured person** under this policy.

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

1. Derived from such **bodily injury** including, but not limited to:
 - a. Loss of society;
 - b. Loss of companionship;
 - c. Loss of service or support;
 - d. Loss of consortium; and
 - e. Wrongful death; and
2. For mental anguish or emotional distress due to observing the **accident** or **bodily injury** occur.

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

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

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

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

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 Part II.

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

Any payment to a **person** under this Part I shall be reduced by any payments to that **person** under Part III.

Out of State Insurance

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

1. A financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident drives a **car** in that state, province, territory or possession, this policy will provide the greater of:
 - a. The required minimum amounts and types of coverage; or
 - b. The limits of liability under this policy.

Other Insurance

If other motor vehicle liability insurance applies to an **accident** covered by this Part I, **we** will pay the proportionate share **our** limit of liability bears to the total of all applicable liability limits with the same priority. However, any insurance **we** provide for a **car**, other than an **insured car**, will be excess over any other collectible insurance, self-insurance or bond.

Under this Part I, with respect to covered use of a **temporary loaned substitute vehicle** that results in **bodily injury**, **we** will provide that liability coverage for **bodily injury** on a primary basis, but subject to:

1. Any such coverage will be primary only as compared to any liability coverage, bond or self-insurance maintained by the **owner** of, or vehicle dealer that provides, that **temporary loaned substitute vehicle**; and
2. **We** have no duty to defend the owner of, or vehicle dealer that provides, that **temporary loaned substitute vehicle**.

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 by law 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 – FIRST PARTY BENEFITS - PERSONAL INJURY PROTECTION (PIP) -

Insuring Agreement – Basic First Party Benefits (BASIC PIP)

Subject to the limits of liability and all policy terms, if **you** purchased Basic First Party Benefits (BASIC PIP), and it is shown on the **Declarations Page**, **we** will pay without regard to fault for **reasonable** and **necessary medical expenses** incurred because of **bodily injury** sustained by an **insured person** due to an **accident** that arises out of the operation, maintenance or use of a **motor vehicle**.

Insuring Agreement – Added First Party Benefits (ADDED PIP)

Subject to the limits of liability and all policy terms, if **you** purchased Added First Party Benefits (ADDED PIP), and it is shown on the **Declarations Page**, **we** will pay without regard to fault for:

1. **Reasonable** and **necessary medical expenses**;
2. **Funeral expenses**;
3. **Accidental death**; and/or
4. **Income loss**;

incurred by or on behalf of an **insured person** if that expense or loss is due to **bodily injury** sustained by that **insured person** as a result of an **accident** that arises out of the operation, maintenance or use of a **motor vehicle**.

Insuring Agreement – Combination First Party Benefits (COMBO PIP)

Subject to the limits of liability and all policy terms, if **you** purchased Combination First Party Benefits (COMBO PIP), and it is shown on the **Declarations Page**, **we** will pay without regard to fault for:

1. **Reasonable** and **necessary medical expenses**;
2. **Funeral expenses**;
3. **Accidental death**; and/or
4. **Income loss**;

incurred by or on behalf of an **insured person** if that expense or loss is due to **bodily injury** sustained by that **insured person** as a result of an **accident** that arises out of the operation, maintenance or use of a **motor vehicle**.

Benefits from this Combo PIP coverage are payable up to 3 years from the date of the **motor vehicle accident**, subject to the Combo PIP limits of liability, whichever occurs first.

Insuring Agreement – Extraordinary Medical Benefits (EMB PIP)

Subject to the limits of liability and all policy terms, if **you** purchased Extraordinary Medical Benefits (EMB PIP), and it is shown on the **Declarations Page**, **we** will pay without regard to fault for **reasonable** and **necessary medical expenses** in excess of \$100,000 and incurred because of **bodily injury** sustained by an **insured person** due to an **accident** that arises out of the operation, maintenance or use of a **motor vehicle**:

1. But only AFTER \$100,000 of **medical expenses** has been already incurred by that **insured person** due to any one **motor vehicle accident**; and
2. No matter whether or not Basic, Added or Combination First Party Benefits Coverage has also been purchased from this or any other policy.

No EMB PIP applies for the first \$100,000 of any medical or health care expenses incurred by an **insured person** as a result of a **motor vehicle accident**.

Additional Terms for Part II

For **reasonable** and **necessary medical expenses** to be covered by Part II (and subject to all other terms), those expenses must be actually incurred by the **insured person**.

A **medical expense** (or portion of it) is not actually incurred by an **insured person**, and **we** do not pay for a **medical expense** (or portion of it), if the **insured person** is not directly and legally required to pay it.

Medical expenses that are not actually incurred and not covered under this Part II are those that are billed and:

1. Have been paid by other sources; or
2. For which an **insured person** is not required to pay because that **person**:
 - a. Is a member of a health maintenance organization (HMO); or
 - b. Uses a preferred provider organization (PPO) or similar cost reduction group for health care.

Further, if the **insured person's** duty to pay for any **medical expenses** is reduced, or the **insured person** is not required to pay, because that **insured person** is a member of an HMO or uses a PPO or similar cost reduction group, **we** will only pay the amount the **insured person** is required to pay, not any greater amount that is billed that the **insured person** is not required to pay.

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. **“Accidental death”** means a death benefit to be paid if an **insured person’s bodily injury** due to a covered **motor vehicle accident** causes that **person’s** death within 24 months of the date of that **accident**.

This benefit shall be paid to:

- a. The surviving **spouse**; if none, then,
 - b. A parent, guardian or the deceased **insured person’s** estate; at **our** option.
2. **“Funeral expenses”** mean a benefit to be paid:
 - a. For expenses directly related to the funeral, burial, cremation or other form of disposition of the remains of a deceased **insured person**, incurred as a result of the death of that **person** due to **bodily injury** sustained in a covered **motor vehicle accident**; and
 - b. If that **person’s** death occurs within 24 months of the date of that **accident**.

3. **“Income loss”** means a benefit to be paid for:
 - a. 80% of actual loss of gross income of an **insured person**.
 - b. Reasonable expenses to mitigate loss of gross income and actually incurred for hiring:
 - (1) a substitute to perform services the **insured person** would have performed in connection with self-employment; or
 - (2) special help to enable the **insured person** to work.

Income loss benefits do not start until 5 working days have been lost after the date of the **motor vehicle accident** that caused the **bodily injury** to that **insured person**. **Income loss** does not include, during the period of time following the death of an **insured person**, any:

- a. Loss of expected income; or
 - b. Expenses incurred for services performed.
4. **“Insured person”** means:
 - a. **You**.
 - b. Any **relative**.
 - c. Any **person** listed as a driver on the **Declarations Page**.
 - d. Any other **person** while:
 - (1) **Occupying** an **insured car** with **your** permission; or
 - (2) A pedestrian who is not **occupying** a **motor vehicle** but who sustains **bodily injury** as a result of a **motor vehicle accident** in **Pennsylvania** and that involves an **insured car**. This does not apply if that **insured car** is parked and unoccupied at the time of the **accident** unless it was parked in a manner as to create an unreasonable risk of injury.

For purposes of any **accidental death** benefit from Part II, an **“insured”** means only **you** or a **relative**.

5. **“Medical expenses”** mean a benefit to be paid for **reasonable** fees, costs or charges incurred or required to be paid for **necessary** medical and rehabilitative treatment, services, procedures and products provided or prescribed by a United States (“U.S.”) state licensed health care provider, and within the proper scope of that provider’s practice. This includes, but is not limited to:
 - a. Hospital, dental, surgical, psychiatric, psychological, osteopathic, ambulance, chiropractic, licensed physical therapy, nursing services;
 - b. Vocational rehabilitation and occupational therapy;
 - c. Speech pathology and audiology;
 - d. Optometric services; and
 - e. Medications, medical supplies and prosthetic devices;all without limitation as to time (unless being paid as benefits under Combo PIP), provided that, within 18 months from the date of the **motor vehicle accident** causing the **bodily injury**, it is ascertainable with reasonable medical probability that further expenses may be incurred due to that **bodily injury**.

Benefits for **medical expenses** include non-medical remedial care and treatment rendered in accord with a recognized religious method of healing.

All **medical expenses** and medical treatment are subject to state law limits as to **reasonable** and **necessary** treatment and charges, and state-approved **Peer Review Organization (PRO)**.

6. **“Motor vehicle”** means a self-propelled land motor vehicle designed for use on public roads and highways, and subject to motor vehicle registration laws.
7. **“Necessary”** means, as used for any type of medical care or treatment and/or rehabilitative services to be covered as **medical expenses**, any treatment, accommodations, products or services which are determined to be required and needed per a licensed health care provider; but not if found or determined to be unnecessary by a state-approved **Peer Review Organization (PRO)**.

The fact that a health care provider prescribes, orders, recommends or approves a treatment, service, procedure and/or product does not, alone, make it medically **necessary**.

8. **“Peer Review Organization”** or **“PRO”** means any:
 - a. Peer Review Organization with which the Federal Health Care Financing Administration or **Pennsylvania** contracts for medical review of Medicare or medical assistance services, or

- b. Health care review company, approved by the **Pennsylvania** Insurance Commissioner, that engages in peer review for the purpose of determining that **medical expenses** and medical and rehabilitation services are medically **necessary** and economically provided.

The membership of any PRO utilized in connection with the review of **medical expenses** shall include representation from the profession whose services are subject to the review.

- 9. **“Reasonable”** means, to be determined in accord with and as allowed by **Pennsylvania** law, the lowest cost amount for **medical expenses** based on any of the following:
 - a. The lowest amount payable as found by a **Peer Review Organization (PRO)**;
 - b. The **usual and customary charge** (or percentage of that amount if and as allowed by law);
 - c. Any limit authorized, allowed or required by the **Pennsylvania MVFRL** as if set forth directly here. This includes, but is not limited to, any and all fee schedules, caps, limits and/or reductions set forth by or cross referenced in the **Pennsylvania MVFRL** for medical or health care service or treatment, including in 75 Pa.C.S.A. § 1797 (“Customary charges for treatment”), as applicable; or
 - d. The cost, charge or fee:
 - (1) Set forth in any other medical fee schedule:
 - (i) That applies to medical payment, first party benefits, no-fault or personal injury protection coverage in a motor vehicle liability policy issued in the state where medical services are provided; and
 - (ii) As required or allowed by the law of the state where medical services are provided;
 - (2) Authorized in a written agreement with a health maintenance organization (HMO), a preferred provider organization (PPO) or similar cost reduction group, and to which the health care provider is a party; or
 - (3) Agreed to by both the **insured person’s** health care provider and **us** (or a third party **we** have contracted with to determine that amount).

This amount shall be found by:

- a. **Us, our** representative or a third party **we** hire; and/or
- b. Independent sources of **our** choice **we** that elect to use.

- 10. **“Usual and customary charge”** means the amount **we** find that represents a common, typical or customary cost, charge or fee for medical or health treatment, services, procedures and/or products in the geographical area in which rendered. This amount shall be found by:
 - a. **Us, our** representative or a third party **we** hire; and/or
 - b. Independent sources of **our** choice **we** that elect to use.

Exclusions

There is no coverage and no benefits of any kind under this Part II for **bodily injury** to any **person**:

- 1. If that **person’s** own conduct contributed to the **bodily injury** sustained by that **person** in any of the following ways:
 - a. The **bodily injury** was caused intentionally by that **person**, whether while:
 - (1) Intentionally injuring oneself or another; or
 - (2) Attempting to intentionally injure oneself or another; or
 - b. The **bodily injury** occurred while that **person** was committing a felony, but this does not apply solely because the **person** driving the **car** or **motor vehicle** caused the **accident** while under the influence of drugs or intoxicating drinks; or
 - c. The **bodily injury** occurred while that **person** was seeking to elude lawful apprehension or arrest by a law enforcement.
- 2. While that **person** uses or **occupies** a **motor vehicle** knowingly converted by that **person** (this means the **motor vehicle** was being used or **occupied** without permission from the **owner** of the **motor vehicle**). This does not apply to an **insured person** who is **you** or a **relative**.
- 3. Who, at the time of the **accident**, is:
 - a. The **owner** of one or more registered **motor vehicle**, none of which have in effect the financial responsibility required by the **Pennsylvania MVFRL**; or
 - b. **Occupying** or using a **motor vehicle owned** by that **person** for which the financial responsibility required by the **Pennsylvania MVFRL** is not in effect.
- 4. While using or **occupying** any motorcycle, motor-driven cycle, motorized pedal-cycle, moped, trike or any other like type motorized vehicle or device that has less than 4 wheels.
- 5. While using, **occupying** or through being struck by any motorized vehicle or device:
 - a. Designed for use mainly off public roads;
 - b. That operates on rails or crawler treads; or
 - c. That is any type of recreational vehicle and while it is parked and being used as a residence, premises or living space.
- 6. While using or **occupying** an **insured car** when used as a livery service, for **TNC** services or for **delivery**.
- 7. While using or **occupying** a vehicle other than a **car** while the vehicle is being used in the **business** of an **insured person**.
- 8. During the course of employment if benefits are payable or must be provided under a Workers' Compensation Law or similar law.
- 9. 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**.
- 10. Caused by:
 - a. War (declared or undeclared);
 - b. Civil war;

- c. Insurrection;
 - d. Rebellion;
 - e. Revolution;
 - f. **Nuclear exposure**;
 - g. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials; or
 - h. Any consequence of any of these.
11. While an **insured car** is used for **racin**g.
 12. For whom the United States Government or its military services are required (directly or indirectly) to provide similar services or benefits.
 13. 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 parking, 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.
 14. 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, **TNC** services 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 for the applicable Part II coverage and benefit(s) shown on the **Declarations Page** for each **insured person** injured in any one covered **accident**. There will be no adding, stacking or combining of coverage afforded to more than one **car** under this policy.

First party benefits shall not be increased in any way by stacking the limits of coverage of multiple:

1. **Motor vehicles** covered under the same policy of insurance; or
2. **Motor vehicle** policies covering the **person** for the same loss.

For Combination First Party Benefits (Combo PIP), if purchased, the Combo PIP limits shown on the **Declarations Page** for any one **insured person** injured in any one covered **accident** are also subject to:

1. If there are covered **medical expenses**, at least the minimum limit required by **Pennsylvania** law for **medical expenses** under Basic First Party Benefit will be made available, but that does not increase the aggregate total limit of Combo PIP coverage.
2. The aggregate combined single limit of liability shown on the **Declarations Page** for Combo PIP is the most **we** will pay for all applicable first party benefits covered under Combo PIP to or for that **insured person** and also subject to the following sub-limits:
 - a. \$25,000 is the most **we** will pay for **accidental death**;
 - b. \$2,500 is the most **we** will pay for **funeral expenses**;
 unless a higher limit is shown on the **Declarations Page** for that benefit which then applies as the sub-limit for the total amount that could be paid by **us** for that benefit for an **insured person**.

For Extraordinary Medical Benefits (EMB), if purchased, the EMB limit shown on the **Declarations Page** for any one **insured person** injured in any one covered **accident** is also subject to:

1. The most **we** will pay is that total limit for EMB shown on the **Declarations Page** for covered **reasonable** and **necessary medical expenses** incurred by that **insured person**, but only for those **medical expenses** that are over \$100,000 and also subject to a:
 - a. \$50,000 per year limit; and
 - b. A lifetime total limit as shown on the **Declarations Page**.
 The \$50,000 per year limit shall not apply to costs payable as **medical expenses** that are covered by EMB and are incurred within the first 18 months immediately following the covered **accident**.
2. Any amounts payable as EMB by **us** will be excess to any amounts available to an **insured person** for **medical expenses** under any other First Party Benefits provided in accord with the **Pennsylvania MVFRL**.
3. If an **insured** is eligible for EMB and is also eligible for benefits under the **Pennsylvania** Catastrophic Loss Trust Fund:
 - a. There will be no duplicate recovery; and
 - b. The combined total lifetime recovery under both sources of recovery for **medical expenses** of an **insured person** shall not exceed \$1,000,000.

Other Insurance & Priority of Coverage

If there is any other applicable **car** or **motor vehicle** first party benefits, personal injury protection, medical payments or other similar source of no-fault recovery, the terms set forth here apply.

First party benefits to or for an **insured person** are to be paid in accord with the order of priorities in the **Pennsylvania MVFRL** as follows:

FIRST (1st being highest priority) is any policy under which the **insured person** is a "named insured"; but if there is none then,

SECOND (2nd) is any policy under which the **insured person** is covered as a family member, relative, resident, rated or listed driver or otherwise, but not as a named insured; but if there is none then,

THIRD (3rd) is any policy that covers the **car** or **motor vehicle** the **insured person** was **occupying** at the time of the **accident**; but if there is none then,

FOURTH (4th being lowest and last priority) is any policy that covers a **car** or **motor vehicle** involved in the **accident** if the **insured person** is not **occupying** a **car** or **motor vehicle** and is not entitled to first party benefits under any other **car** or **motor vehicle** policy. By law, a parked and unoccupied **car** or **motor vehicle** is not deemed “involved” in an **accident** within this 4th priority level unless it is parked in a manner to create an unreasonable risk of **bodily injury**.

The above order of priority applies (unless amended by law to a different order) and is further subject to the following terms:

1. If a policy applies at a level of priority before this policy, **we** are not required by law and will not pay Part II benefits of any kind to or for an **insured person** who is covered by a policy that is to apply as a higher priority policy before **us**.
2. If within the highest priority level that applies as set forth and listed above, two or more policies have the same or equal priority then the following also apply:
 - a. The insurer against whom the first party benefit claim is first made shall process and pay the claim as if wholly responsible and subject to:
 - (1) That insurer is then entitled to recover contribution on a pro rata basis from any other insurer(s) for the benefits paid and the costs of processing the claim.
 - (2) If contribution is sought amongst insurers responsible on the **FOURTH** (4th) priority level, pro-rata shall be based on the number of cars or **motor vehicles** involved in the **accident**.
 - b. If **we** are the insurer against whom the claim is first made, **our** payment to or for an **insured person** will not exceed the limit(s) of liability for benefits from Part II.
 - c. The maximum recovery under all such policies may not exceed the amount payable under the one policy with the highest dollar limits of benefits.

Any amount to be paid from Part II shall be excess over and not duplicate any amounts paid, payable or otherwise required to be provided to an **insured person** from or under any workers' compensation law or policy.

This “Other Insurance & Priority of Coverage” section is subject to all other policy terms. Nothing in this section creates, implies or expands any coverage that does not already exist under the terms of this policy.

Review of Medical Expenses

Medical and health care expenses being claimed for coverage under Part II are subject to:

1. **We** have the right to review medical and health care expenses and records to determine if each expense is **reasonable** and **necessary medical expense** for the diagnosis and treatment of the **bodily injury** from the **motor vehicle accident**.
2. **We** may refuse to pay for any portion of a medical or health care expense:
 - a. That is not a **reasonable** fee for the service.
 - b. When the service(s) rendered is:
 - (1) Not provided and prescribed by a United States state licensed medical or health care provider acting within the scope of that license;
 - (2) Not **necessary** for the treatment of the **bodily injury**;
 - (3) For the treatment of a **bodily injury** that was not caused by the **accident**; or
 - (4) For treatment, services, procedures or products that are experimental or for research, or not commonly recognized in the medical profession in the U.S. as a customary treatment for the **bodily injury**.
 - c. Which the **insured person** is not directly and legally required to pay.
 - d. That has been paid by other sources.
 - e. Which the **insured person** is not required to pay because that **person** is a member of a health maintenance organization (HMO) or uses a preferred provider organization (PPO) or similar cost reduction group.
3. **We** may use sources of information selected by **us** to determine if any medical or health care expense is:
 - a. **Reasonable** and **necessary**; and
 - b. Caused by the **accident**.These sources may include, though are not limited to, **our** own and/or independent sources of information and services of **our** choice in the audit and review of any medical and health care expenses. This may include, but is not limited to:
 - a. Use of a state-approved **Peer Review Organization (PRO)** when permitted and/or required;
 - 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;
 - d. Published sources of medical expense information;
 - e. State and/or federal fee schedules;
 - f. Use of third-party cost containment and utilization review providers to identify excessive or inappropriate treatments and expenses; and
 - g. Exams by doctors **we** select. **We** will pay for these exams.
We are allowed by law to petition a court for an order to direct a **person** to take a physical and/or mental exam for good cause shown if:

- (1) The physical and/or mental condition of that **person** is material to a Part II claim; and
 - (2) That **person** refuses to take that exam at **our** request.
- If that **person** fails to comply with a court order to submit to an exam, the court (or administrator) may order that the **person** be denied first party benefits until there is compliance with the exam order.

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**.

Premium Adjustment

To determine **your** premium for this policy, **we** rely on the **Pennsylvania MVFRL** and other **Pennsylvania** laws governing mandatory **motor vehicle** security, liability insurance and first party benefits coverage. If any of those laws are revised or repealed, or a court with proper jurisdiction declares or enters a judgment to the effect of which is to render, any of those laws invalid or unenforceable, in whole or in part, **we** may void or amend the terms of coverage under this Part II in response and readjust the premium that must be paid for the policy. Any such changes will be effective retroactively to the date that such law, or any amendment, is revised, repealed or deemed to be invalid or unenforceable in whole or in part.

PART III – UNINSURED and/or UNDERINSURED MOTORIST

Insuring Agreement - Uninsured Motorist Protection & Coverage (UM)

Subject to the limits of liability and all policy terms, for the UM coverage under Part III purchased by **you** and is shown on the **Declarations Page**, **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 that **uninsured motor vehicle**.

Insuring Agreement - Underinsured Motorist Protection & Coverage (UIM)

Subject to the limits of liability and all policy terms, for the UIM coverage under Part III purchased by **you** and is shown on the **Declarations Page**, **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 that **underinsured motor vehicle**.

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** must arise out of the ownership or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.
2. The liability, if any, of an **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** to any injured **insured person** for **bodily injury**, and that **insured person's** right to recover damages, are subject to all applicable laws. This includes, but is not limited to, the:
 - a. **Pennsylvania** lawsuit tort option, either "full tort" or "limited tort", that applies as:
 - (1) Elected by the injured **insured person** before the **accident**; or
 - (2) Assigned by **Pennsylvania** law (75 Pa.C.S.A. § 1705, as amended) because no tort option election was made by or otherwise applies to that injured **insured person**; and
 - b. Limits on recovery, if any, due to that tort option that applies. If the "limited tort" option applies to an **insured person**, then by law there is no right to recover, and no coverage from this Part for, any non-economic loss due to the **bodily injury** sustained by that **insured person** unless that **insured person**:
 - (1) Sustains a serious injury from the **motor vehicle accident** covered by this Part; or
 - (2) Is otherwise legally entitled to recover for non-economic loss by **Pennsylvania** law.

Non-economic loss means pain and suffering, and other non-monetary detriment.

Serious injury means **bodily injury** that results in death, serious impairment of body function or permanent serious disfigurement.
3. In any one **accident**, no one is entitled to recover both UM and UIM.
4. **We** will pay under this Part, if coverage applies, only:
 - a. After the limits of liability under all other applicable liability policies and bonds have been exhausted by payment, in full or in part. If those limits are only exhausted in part, then damages recoverable by the **insured**

- person** shall be reduced by the full limits as described under the Limits of Liability of this Part; 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 of that offer to pay; 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; or
 - c. If **we** and the **insured person** otherwise reach a written settlement agreement.
5. **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 a lawsuit is brought without **our** written consent.
 6. **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.
 7. Any lawsuit or arbitration against **us** by an **insured person** must be brought within 4 years after the date of the **accident** or when the action otherwise accrues.
 8. Medical expense(s) included as part of compensatory damages for **bodily injury** in a covered **accident** are limited to the customary charges for treatment as described in 75 Pa.C.S.A. § 1797, and therefore must be **reasonable** and **necessary**, as those terms are defined in Part II, as if set forth and defined here.

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. "**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 under those sources of recovery for **bodily injury** liability are insufficient to cover and are less than the

losses and damages an **insured person** is legally entitled to recover for **bodily injury** from the **owner** and/or operator of that **motor vehicle**.

"**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**.

4. "**Uninsured motor vehicle**" means a **motor vehicle** for which:
 - a. No **bodily injury** liability bonds, policies or self-insurance apply at the time of the **accident**.
 - b. There is liability insurance, but the insurer has legally denied coverage under its policy.
 - c. There is liability insurance, but the insurer that issued the policy:
 - (1) Is or becomes insolvent within 6 years after the **accident**; or
 - (2) Is in insolvency proceedings in any jurisdiction.
 - d. The **owner** or operator cannot be identified, and that unidentified **motor vehicle** causes an **accident** which results in **bodily injury** to an **insured person**, if there is prompt report of that **accident** to both:
 - (1) The police or other proper government authority within 24 hours, or as soon as practicable, after that **accident**; and
 - (2) **Us** by that **insured person** within 30 days of that **accident**, or as soon as practicable thereafter. **We** must also be given notice that the claimant, or that **person's** legal representative, has a legal action arising from the **accident**.

If there is no actual physical contact between the unidentified vehicle alleged to have caused the **accident** and either the **insured person** or a vehicle **occupied** by an **insured person**, the facts of the **accident** must be corroborated by an independent witness who:

- (1) Was not in the **accident**; and
- (2) Provides a statement under oath that an unidentified vehicle was involved in and caused the **accident**.

"**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 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 using or **occupying your insured car** while it is being used for livery, **TNC** services or **delivery** services. This exclusion does not apply to a shared-expense car pool.
 - c. While operating any motor vehicle being used to provide livery services, **TNC** services or **delivery** services.
 - d. While using or **occupying** any type of **non-owned car** or other non-owned motorized vehicle or device which is regularly or frequently used by **you** or a **relative**, but not insured for coverage under Part III of this policy.
 - e. While using or **occupying** any motorized device or **motor vehicle** owned by **you** or a **relative**, if not an **insured car** under this policy. This exclusion applies when the non-stacked option (which may also be called stacking waiver or unstacked) is selected for the coverage under this Part III and there is only one **insured car** on 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. For **bodily injury** that results from any **nuclear exposure**.
 - i. For **punitive damages**.
 - j. While an **insured car** is rented, leased, sub-leased, or given by **you** or a **relative** to anyone in exchange for payment or any form of compensation or value or reimbursement.
 - k. While an **insured car** is entrusted to another **person** or party for the purpose of subleasing, leasing, renting or selling and is no longer in the possession of **you** or a **relative**.
2. This coverage shall not apply directly or indirectly to benefit any disability benefits insurer or self-insurer (but not for or related to worker's compensation).

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;
5. Claims made;
6. Vehicles involved;

7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

we will pay from this policy no more than the limit of liability shown for UM or UIM on the **Declarations Page**. There will be no adding, stacking or combining of coverage afforded to more than one **car** under this policy, unless and except if and when the "Stacked" option for the coverage being claimed from this Part III applies, and then only as set forth and described in more detail below in the "Stacked" terms of this Limits of Liability section.

The UM or UIM limit shown on the **Declarations Page**, if and as applicable, for "each person" is the most **we** will pay from this policy for all covered damages due to a **bodily injury** to one **person** in any one **accident**, and only the limit for "each person" will apply to the total of claims made for **bodily injury** and any and all claims:

1. Derived from such **bodily injury** including, but not limited to:
 - a. Loss of society;
 - b. Loss of companionship;
 - c. Loss of service or support;
 - d. Loss of consortium; and
 - e. Wrongful death.
2. For mental anguish or emotional distress due to seeing the **accident** or **bodily injury** occur.

Subject to the UM or UIM "each person" limit, the amount shown for "each accident" is the most **we** will pay from this policy for all covered damages due to **bodily injury** sustained by two or more **persons** in any one **accident**.

The limits for this Part III described above in this Limits of Liability clause will not be increased unless and except if and when the "Stacked" option for the coverage being claimed from this Part III applies, and then only as set forth and described in more detail below in the "Stacked" terms of this Limits of Liability section.

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

Any amount to be paid from this Part III, to or for an **insured person**, will reduce any amount that the **person** is entitled to recover under Part I - Liability To Others.

For an **insured person** who is other than **you** or a **relative**, the UM or UIM limit shown on the **Declarations Page** shall be reduced by all sums paid to that **person** for **bodily injury** from Part I.

The total damages any **insured person** is legally entitled to recover because of an **accident** covered by this Part shall be reduced by any amount paid or to be paid because of **bodily injury** (other than amounts under workers' compensation law):

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 any motor vehicle first party benefits coverage, personal injury protection, no-fault or reparations coverage or medical payments coverage, including any benefits or coverage from Part II;
3. Under any disability benefits law or similar laws (other than workers' compensation law); and
4. From any other source of recovery. This includes, but is not limited to, any other insurance policy.

If an **insured person** settles with the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**, or its insurer, for less than the:

1. Limit of liability coverage under the policies insuring that **motor vehicle**; or
2. Full amount of self-insurance;

the total damages to be recovered shall be reduced by the sum of those full limits of liability under any and all other liability policies and bonds (or the full amount of self-insurance) that apply to the **owner** or operator of the **uninsured motor vehicle** or **underinsured motor vehicle**, but this does not apply if:

1. That lesser amount settled for was solely because the full liability limits (or the full amount of self-insurance) were reduced by multiple claims being paid to other **persons** injured in the same **accident**;
2. **We** advance payment to the **insured** in an amount equal to the tentative settlement with the insurer of the **uninsured motor vehicle** or **underinsured motor vehicle**; or
3. It was otherwise agreed to by **us** in writing.

“Stacked” Coverage Option

When the “Stacked” Coverage option applies, the following terms also apply:

1. For a covered claim under Part III for **you** or a **relative** as an **insured person**, the most **we** will pay from this policy for UM or UIM and **our** maximum limit of liability when the Stacked option applies is the sum of the “each person” limits of liability shown on the **Declarations Page** figured by adding together that “each person” limit for each **insured car** shown on the **Declarations Page** with the applicable Part III coverage.
2. Subject to that limit of liability that applies to “each person”, the sum of the “each accident” limit (figured by adding together that “each accident” limit for each **insured car** shown on the **Declarations Page** with the applicable Part III coverage) is the most **we** will pay from this policy for all covered damages due to **bodily injury** sustained by any two or more **insured persons** who are **you** or a **relative** in any one **accident**.

3. The limit that applies “each person” includes all claims, causes of action and lawsuits of others that relate to or derive from the **bodily injury** of the injured **insured person**. This limit includes, any and all claims:
 - a. Derived from such **bodily injury** including, but not limited to:
 - (1) Loss of society;
 - (2) Loss of companionship;
 - (3) Loss of service or support;
 - (4) Loss of consortium; and
 - (5) Wrongful death.
 - b. For mental anguish or emotional distress due to seeing the **accident** or **bodily injury** occur.

Any type of increased amount from “Stacked” Part III coverage in this policy and described herein does NOT apply to any **insured person** who is not **you** or a **relative** as an **insured person** under this Part III.

Other Insurance & Priority of Coverage

If there is other applicable similar uninsured (UM) or underinsured (UIM) motorist coverage or similar source of recovery that applies to an **accident** covered by this Part III, the order of priority for payment shall be governed by the **Pennsylvania MVFRL** and that order is as follows:

FIRST (1st being highest priority with the primary obligation to pay first) is any policy on which there is UM or UIM coverage that applies to the **motor vehicle** the **insured person** was **occupying** or using at the time of the covered **accident**.

SECOND (2nd being lowest priority) is any policy on which there is UM or UIM coverage that affords coverage to the injured **insured person**.

The above order of priority applies for UM or UIM (unless amended by law to a different order) and is further subject to the following terms if and when there are multiple policies or sources of UM or UIM coverage:

1. If there are multiple policies or sources of the same priority for UM or UIM:
 - a. The insurer against whom the claim is first made, subject to the priorities above, shall process and pay the claim as if wholly responsible; and
 - b. That insurer thereafter has a right to recover contribution on a pro rata basis from any other insurer for the benefits paid and the costs of processing the claim.
2. Any applicable stacking of coverage will be applied in accord with the “Stacked” terms of the Limits of Liability section in this Part III and **Pennsylvania** law.
3. If the non-stacked option (which may also be called stacking waiver or unstacked) is selected for this Policy for the Part III coverage being claimed and there is only one **insured car** on this policy, any UM or UIM recovery

shall not exceed the highest limit of any one UM or UIM coverage available under any one policy.

This "Other Insurance & Priority of Coverage" section is subject to all other policy terms. Nothing in this section creates, implies or expands any coverage that does not already exist under the terms of this policy.

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 in writing.

The following terms govern arbitration, unless otherwise agreed in writing by the parties or if otherwise required by **Pennsylvania** arbitration laws:

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.

Arbitration will take place in the county in which the **insured person resides**.

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.

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 and all policy terms, for the coverages under Part IV purchased by **you** and are shown on the **Declarations Page**, **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**.

If the **Declarations Page** shows that Other Than Collision Coverage and/or Collision Coverage applies for an **insured car** on this policy, then:

1. That coverage purchased for the **insured car** will also apply to cover **loss** to a **temporary loaned substitute vehicle** if that **loss** occurs while that **temporary loaned substitute vehicle** is being:
 - a. Driven by, or in the custody of, **you** or a **relative**; and
 - b. Used to temporarily replace that **insured car** when it is being transported, serviced, repaired or inspected by a motor vehicle dealer; and
2. All Part IV terms, exclusions, conditions and limits (but not other Part IV coverages) also apply to that **temporary loaned substitute vehicle**.

Loss caused by:

1. Missiles;
2. Falling or thrown objects;
3. Fire;
4. Theft or larceny;
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, rolling, or flipping; 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.

Rental Car Coverage

If **you** paid the premium for Rental Car 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 the lesser of:

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

Rental Car Coverage is limited to the period of time that the **insured car** is inoperable or under repair.

Rental Car Coverage will end 72 hours after **we** offer to pay the amount **we** determine is due for the **loss**.

No deductible applies to Rental Car Coverage. The limits shown on the **Declarations Page** 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.

We must be given original receipts, or written proof that can be verified, of the rental charges. **We** have no duty to pay for charges or costs that cannot be verified.

Damage To A Rental Car Coverage

If **you** paid the premium for Damage To A Rental Car Coverage and it is shown on the **Declarations Page**, the Car Damage Coverage **you** have purchased for an **insured car** is extended to a **non-owned car** that **you** rent from a licensed rental car agency. The rented **car** must be of the same type or class of vehicle as **your insured car** for this coverage to apply. This coverage does not apply to a **car** rented for **business** purposes but does apply to a **car** rented for

recreational purposes or as a substitute **car** for **your insured car** while it is out of service due to an **accident** or **loss**. All terms, conditions, exclusions and limitations in Part IV shall apply to coverage to a **non-owned car** under this Damage To A Rental Car Coverage.

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 and any other equipment or enhancement;
2. Any modified suspension equipment, modified engines, modified carburetor systems, modified exhaust system, modified equipment, or custom wheels, including, but not limited to:
 - a. Aluminum, magnesium, chrome or alloy wheels;
 - b. Special wide-tread tires or slicks or tires that are not the size specified by the manufacturer;
3. Custom paint, murals, logos, trademarks, insignia, decals, graphics or any decorative marks;
4. 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;
5. Ground-effects, after-market lights, custom grilles, louvers, side pipes, hood scoops, spoilers and front-end protectors;
6. Winches, roll bars and running boards;
7. Equipment to make a vehicle handicap accessible;
8. Tool bench/boxes; and
9. Electronic video, audio, digital or data transmitting, receiving, recording and playback devices, including but not limited to:
 - a. Any communication, or 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, and including: radios; satellite radios; stereos; cassette tape decks; compact disk systems; MP3 devices; internet video and/or audio streaming devices; audio interface devices; radio scanners; and any similar device 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, streaming devices and televisions, and any similar device; 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, **TNC** services or **delivery** services.
This exclusion does not apply to shared expense car pools.
2. Caused by:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion;
 - e. Revolution;
 - f. **Nuclear exposure**;
 - 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. **We** must be given original sales receipts or other credible and verifiable written proof of purchase of any **special/additional equipment** for **loss** to that **special/additional equipment**.
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;
 - c. Any of the following:
 - (1) Wear and tear;
 - (2) Rust or corrosion;
 - (3) Wet or dry rot;
 - (4) Freezing;
 - (5) Mechanical or electrical breakdown or failure;
 - (6) Road damage to tires; or
 - (7) Mold, mildew, fungi or any by-product of these;unless the damage is the result of other **loss** covered by this policy; or
 - d. The lack of routine and/or proper care and maintenance.
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:
 - a. The fluids necessary for the operation of the **car**, but only when used in the proper and intended scope of the **car's** normal use; or
 - b. Fuel for a **car**, motor vehicle or lawn and yard equipment, but only when being safely transported in a federally approved container.
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** if:
 - a. The state law protects that interest;
 - b. That **person** has not:
 - (1) Participated in;
 - (2) Contributed to;
 - (3) Directed; or
 - (4) Consented to;the intentional act causing the **loss**;
 - 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** or any **person** 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 as a driver 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. Due to the legal seizure or destruction of an **insured car** by any government or civil authority for any reason.
20. Due to the repossession of the **insured car** by a **person** or entity legally entitled to do so.
21. 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, **TNC** or **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.
22. To an **insured car** due to **diminution of value** or any loss or reduction in market or resale value.
23. That occurs while the operator of the **car** is texting, keying or typing on any portable electronic device, including but not limited to mobile phones and computers.
24. To any vehicle other than an **insured car** for which the premium has been paid for the coverage being sought under this Part (except a **non-owned car** covered by the terms of the Damage To A Rental Car Coverage under this Part).

Limits of Liability

1. **Our** Limit of Liability for **loss** shall not exceed the lowest of:
 - a. The **actual cash value** of the stolen or damaged property at the time of **loss**, reduced by the deductible shown on the **Declarations Page**;
 - b. The amount necessary to repair the physical damage to the property to its pre-**loss** physical condition, reduced by the deductible shown on the **Declarations Page**;
 - c. The amount necessary to replace the stolen or damaged 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**.

For a covered total **loss** to an **insured car** covered under this Part, if and when **we** are required by state law, **our** payment also includes the incurred expense of:

- a. sales tax imposed; and
 - b. license, title, transfer of ownership and/or registration fees.
2. If **you** or the **owner** of the **insured car** keep the salvage, the amount **we** pay will be reduced by the salvage value.
 3. If **loss** is sustained by more than one **insured car** in the same collision, only the highest applicable deductible will apply.
 4. The amount **we** will pay under this Part will be adjusted and reduced for **depreciation**, physical condition and betterment as applicable. **We** do not

pay for the amount of any betterment. **You** are responsible to pay for any betterment. Betterment includes but is not limited to:

- a. The replacement of batteries, tires and other parts with useful life longer than the useful life of the part replaced;
 - b. Any repair or replacement of damaged property which results in an improvement of its condition just prior to the **loss**.
5. The amount **we** will pay to repair an **insured car** or replace parts will be based on the cost of parts which may be new, used, reconditioned, remanufactured or refurbished parts, that are original and/or non-original manufacturer parts or equipment.
 6. There shall be no duplicate recovery for the same elements of **loss** under this coverage and any other coverage under this policy or any other source.
 7. Each item of **special/additional equipment** shall be subject to depreciation and to the deductible shown on the **Declarations Page** for **special/additional equipment**. No other deductible shall apply to **special/additional equipment**.
 8. If **you** agree to have a windshield repaired at **our** expense after a **loss**:
 - a. no deductible will be applied to that part of the **loss**; and
 - b. **we** then have no duty to:
 - (1) pay the **actual cash value** of that windshield; or
 - (2) replace that windshield.
- “Windshield” means the front window glass panel of a **car**. It does not include side, roof or back windows.
9. **We** will pay no more than the reasonable and customary daily rate in the geographic area for the cost incurred for storage of an **insured car** due to a covered **loss** to an **insured car**.
 10. If coverage from this Part IV applies to a **temporary loaned substitute vehicle**, then the deductible that applies to the **insured car** that the **temporary loaned substitute vehicle** is replacing will apply to coverage provided for that **temporary loaned substitute vehicle**.

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.

Prior to payment for a repair, **we** may require receipt of proof of the completed repair and the repair cost. **We** have the right, at **our** option, to inspect the repairs prior to **our** making any payment for the **loss**.

We are not responsible for payment of any **loss**, or portion thereof, which is caused by an avoidable delay in commencing such repairs within 90 days.

If **we** determine property to be a total **loss** when it is stolen or extensively damaged, **you** or the **owner** must transfer the title of the property to **us** at or before the time of payment for that total theft or total **loss** of that property. This does not apply if **you** or the **owner** are keeping the salvage.

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

Loss Payee & Lienholder's Rights

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

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

Where a claim is denied for non-cooperation or breach of the **Insured's** duties owed to **us**, the Loss Payee or lienholder's interest will not be protected. Where fraud, misrepresentation, material omission, intentional damage, or conversion, secretion and/or embezzlement of 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.

For a covered **loss** under this Part IV to a **temporary loaned substitute vehicle**, **we** will provide that coverage on a primary basis as compared to any coverage, bond or self-insurance maintained by the **owner** of, or vehicle dealer that provides, that **temporary loaned substitute vehicle**.

This "Other Insurance" section is subject to all other policy terms. Nothing in this "Other Insurance" section creates, implies or expands any coverage that does not already exist under the terms of this policy.

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**, subject to all policy terms, **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 adding, 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, for **TNC** services or for **delivery**.
12. As a result of a hernia of any kind.
13. As a consequence of diabetes.
14. **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 POLICY LIMITATIONS

Non-Duplication

No **person** or party is entitled to receive duplicate payments from **us** for the same elements of damages, expense or loss already paid:

1. Under any coverage or Part of this policy; or
2. By any other insurance (whether or not issued by **us**, any of **our** affiliates or any other insurer) or any other source of recovery; unless required by law.

Two or More Insureds

If more than one **person** or party is shown as the **named insured** on the **Declarations Page**:

1. **Our** limit of liability under this policy is not increased;
2. Each **named insured** acts for all **named insureds** and insured **persons** to cancel or change the policy; and
3. The action of one **named insured** is binding on all persons and parties under this policy.

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 **insured car**. This does not apply if and when the “Stacked” option for the coverage being claimed from Part III applies, but then only as set forth and described in more detail in the “Stacked” terms in Part III.

Two or More Policies Issued By Us

If this Policy and any other car or motor vehicle insurance policy issued to **you** by **us** (or any of **our** affiliated insurers that have common ownership with **us**) apply to the same accident, damage or loss, **our** limit of liability under all those policies shall not exceed the highest limit of liability for the coverage that applies under any one of those policies. The limit of liability may not be added, combined or stacked with similar coverage under any other **car** or motor vehicle policy issued by **us** (or any insurer that has common ownership with **us**). This does not apply if and when the “Stacked” option for the coverage being claimed from Part III applies, but then only as set forth and described in more detail in the “Stacked” terms in Part III.

Emergency Services Exclusion

We will not pay any emergency response service charges, fees or assessments from fire department, emergency services or law enforcement agency responding to an **accident**. This does not apply to emergency ambulance services.

Personal Vehicle Sharing Program (Car Sharing Exclusion)

No insurance applies for any coverage provided by this policy while **your insured car** is used in connection with a personal vehicle sharing program or other similar car-sharing program that engages in the business of facilitating the sharing of private passenger motor vehicles. This does not apply to a share-the-expense car pool or use for a charitable or volunteer purpose. **Personal vehicle sharing program** includes any corporation, limited liability company, partnership, sole proprietorship or other entity engaged in the **business** of, or any other for-profit activity related to, facilitating the sharing of motor vehicles for use by individuals by connecting vehicle owners with drivers through the use of prearranged vehicle sharing services using an online-enabled or digital application, software, website, system or platform. Examples of a **personal vehicle sharing program** include, but are not limited to, for-profit activities such as peer-to-peer car sharing programs and for-profit ride-sharing arrangements.

PART VII - 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, and Canada. This policy also

applies to an **accident** or **loss** involving an **insured car** while being transported between ports within the policy territory.

The policy period does not include any time period, and coverage does not apply:

1. Before the time **you** apply for coverage and pay the required initial premium on the first day of the initial policy period.
2. Outside the dates or time shown in the **declarations**.
3. During any lapse in coverage.
4. After this policy has been terminated in any manner.

Claims Handling & Settlement

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, except as addressed and limited in the "Review of Medical Expenses" section of Part II and in the general Duties section.
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. State Fee Schedules.
6. Federal Fee Schedules.
7. Estimates by vehicle repair shops.
8. Computer programs and databases for the evaluation of injuries and predicting jury verdicts.
9. Computer programs, databases and published sources for vehicle values and cost of repair.
10. Third-party vendors providing estimating, appraisal, injury evaluation, earnings calculators, and analysis.
11. Special-application technology.

Within 15 working business days after **our** receipt of a properly executed proof of loss, **we** will advise a first-party claimant if coverage related to the claim is accepted, denied or subject to further review.

We will not deny a claim on the grounds of a specific policy provision, term, condition or exclusion unless **we** refer to that reason in a written denial. A copy of that written denial will be given to the claimant and placed in **our** claim file.

Suits Against Us

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

No one other than an **insured person** under Part 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 action or lawsuit against **us** by a **person** or party seeking any benefit(s) from Part II - First Party Benefits must be brought within 4 years from the date:

1. Of the **accident** that gives rise to the claim, if benefits have not been paid;
2. Of the last payment of such benefit(s), if first party benefits have been paid and further benefits are being sought; or
3. On which an injured minor claiming benefits attains 18 years of age.

Any action or lawsuit against **us** by a **person** seeking coverage from Part III – UM or UIM coverage must be brought within 4 years after the date of the **accident** or when the cause of action otherwise accrues.

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, but not limited to, as evidence for any type of court or other 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**.

We shall not be bound by any:

1. Stipulated judgment;
2. Confessed judgment;
3. Default judgment or adverse entry due to failure to appear, respond or plead; or
4. Motion granted due to any failure to appear, respond or plead; unless **we** have consented in writing to the entry of that judgment, default or granting of that motion.

Our Recovery Rights (Subrogation & Reimbursement)

In the event of any payment under this policy:

1. The right of recovery of the **person** or party to whom **we** have made payment passes to **us**, and **we** will be subrogated to all rights of recovery that **person** or entity has 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** and reimburse **us** to the extent of **our** payments under this policy.

The amount to be recovered by or reimbursed to **us** shall be reduced by, if and when required by equity and law, an equitable proportionate share of the reasonable attorneys' fees, costs and expenses incurred by that **person** in collecting **our** share of the recovery and that **we** are deemed by law to owe.

However, **our** rights to recover or be reimbursed do not apply as to a payment made from:

1. Part II - First Party Benefits.
2. Part III - UM or UIM if **we**:
 - a. Have been given prompt written notice of a proposed settlement between an **insured person** in Part III and the insurer of an **uninsured motor vehicle** or **underinsured motor vehicle** (as defined in Part III); and
 - b. Fail to make advance payment to that **insured person** in an amount equal to the proposed settlement within 30 days after receipt of notice of the proposed settlement.

If **we** make advance payment to that **insured person** in an amount equal to the proposed settlement within those 30 days after receipt of notice, **our** rights are retained and that **insured person** must cooperate with **us** and assist **us** in recovering those sums from any and all responsible or at-fault **persons** or parties.

Anyone to whom payment was made under this policy must:

1. Cooperate with **us**, including, but not limited to, filing legal papers and taking action as requested by **us** to recover **our** payment;
2. Do whatever is needed to protect **our** interests and rights to recover **our** payments from any responsible or at-fault **person** or party; and
3. Do nothing after the **loss** to harm **our** interests and rights.

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

1. **You** authorize **us** to seek recovery of any applicable deductible. But, unless **you** request **us** in writing to seek it, **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. Subrogation recoveries shall be shared on a proportionate basis with the first-party claimant, unless the deductible amount has been otherwise recovered.

Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses and attorney fees incurred in connection with the recovery, though only if an outside attorney is retained to do so.

If any 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**.

Our rights to recover or be reimbursed from any **person** or party shall be a first priority claim to be paid before any other claims that may exist are paid. Except where not permitted by law, this applies even if that **person** or party has not been fully compensated or "made whole" for all damages or loss.

Assignment

You may not transfer or assign any of **your** interests, rights and/or duties under this policy except as allowed by the express terms of this policy for assignment of certain benefits under Part II. **Your** interest and rights in this policy may not be assigned or transferred without **our** written consent. However:

1. Upon the end of the marital relationship of the **named insured**, a spouse of that **named insured** who was covered under this policy immediately prior to the end of the marital relationship shall upon notice to **us** continue to be covered under this policy for a period of 90 days following that end of marital relationship, or until expiration or other termination of the policy term, whichever is shorter;
2. Upon the death of the **named insured**, coverage will be provided until expiration or other termination of the policy term, whichever is shorter, for:
 - a. Any **person** specifically named as an operator on the **Declarations Page**;
 - b. The legal representative of the deceased **person** while acting within the scope of his or her duties as a legal representative; and
 - c. The **named insured's** spouse if he or she was covered under this policy immediately prior to that death.

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 action permitted by law.

IMPORTANT: To properly insure **your car** and **persons** described in this policy, **you** must promptly notify **us** as soon as reasonable practicable, but no later than 30 days from when:

1. **You** change **your** address or the principal place **you** garage any **insured car**;
2. Any resident operators are added or deleted;
3. **You** acquire an additional or replacement **car**;
4. Any change in the licensed operators residing in **your** household;
5. **You** or a **relative** get married or divorced;
6. **You** or a **relative** obtains a driver's license or has a driver's license suspended, revoked, or refused; or
7. There is a material change in how any **insured car** is routinely used (for example, from personal use to any kind of **business** use).

Cancellation and Non-Renewal

The **named insured** may cancel this policy by returning it to **us** or by giving **us** notice 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. 15 days before the effective date of cancellation if:
 - a. Due to **failure to pay premium** (this notice does not apply if and when the policy is deemed void and rescinded due to failure of the first policy premium);

- b. Due to a **named insured's** driver's license or motor vehicle registration being suspended or revoked during the policy period; or
 - c. Notice is mailed during the first 60 days of the first policy period; or
2. 60 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 before the policy has been in effect for 60 days during the first policy period. After 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. **We** find that the insured has:
 - a. Concealed a material fact;
 - b. Made a material allegation contrary to fact; or
 - c. Made a misrepresentation of a material fact;and that act was material to the acceptance of the risk by **us**, whether **we** accepted that risk when the policy was issued, changed or renewed;
3. The loss of driving privileges through suspension or revocation of a **named insured's** operator's license or motor vehicle registration during the policy period; or
4. Any other reason permitted by law.

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 earliest date and time shown in any 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 is 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 is subject to any fully-earned fees.

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

1. 15 days before the end of the policy period if **we** decide not to renew this policy:
 - a. For nonpayment of premium (this does not apply if and when the policy expires and lapses under its own terms and ends at the end of the current policy period because **we** do not receive the renewal premium payment when due); or

- b. Because a **named insured's** driver's license or motor vehicle registration being suspended or revoked during the policy period; or
2. 60 days before the end of the policy period if **we** decide not to renew this policy for any other lawful reason.

Nothing here shall supersede or waive any of **our** rights to void or rescind this policy as allowed by law.

Automatic Termination

An **insured car** is no longer an **insured car** when that **insured car** is sold, assigned, gifted or transferred to anyone other than **you**, a **relative** or an insured driver shown on the **Declarations Page**. Coverage for that **insured car** will end the earlier of when either title or possession is transferred.

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

Proof of Notice

We may mail or deliver any notice to the **named insured**. Proof of mailing, in accord with applicable law, of any notice will be sufficient proof of notice. If **you** have agreed to electronic notice, proof of sending any notice to the **named insured** by the agreed electronic means will be sufficient proof of notice.

Our Right to Void for Fraud or Misrepresentation

During the first 59 days of the first policy period:

1. **We** have the right to rescind and void this policy from its inception if **you** gave false material information or omitted material information in **your application**. This policy is issued in reliance upon information provided on **your application**.
2. **We** will rescind and void this policy from inception if **you**:
 - a. Made false statements or representations to **us** as to any material fact or circumstance;
 - b. Concealed, omitted or misrepresented any material fact or circumstance; or
 - c. Engaged in fraudulent conduct; at the time of **application**.

After the first policy period has been in effect 59 days (or once the Policy has been in effect 60 days), **we** have the right to rescind and void this policy from its inception for material misrepresentation or fraud only if:

1. **You** or **your** representative intentionally made material misrepresentation(s) as to any material fact or circumstance;
2. That misrepresentation could not have reasonably been discovered by **us** in less than 60 days; and

3. **We** would have refused to accept the risk had the truth of the information been known to **us**.

Coverage that is affected by that material misrepresentation or fraud will not be provided to or for the **person(s)** who made the material misrepresentation or participated in the commission of fraud affecting any **accident** or loss.

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

1. If **we** rescind and void this policy due to fraud or misrepresentation, that will not prevent coverage required by the **Pennsylvania MVFRL** that would otherwise apply for claims of an injured innocent third party for an **accident** covered by the policy and that occurs before **we** notify the **named insured** that the policy is void.
2. If the **accident** occurs during the first 59 days of the first policy period and **we** have rescinded and voided this policy from its inception, **we** will provide the coverage that would otherwise apply only if:
 - a. There is no other source of recovery for that innocent, injured third party and that party's damages would go entirely uncompensated; and
 - b. A court with jurisdiction rules coverage is so required.

We have no duty to pay any claim for **bodily injury, property damage**, loss or any other damages that occurred before the **application** was made for this policy.

If **we** rescind or void this policy and **you** or **your** assignee or representative contest **our** rescission of this policy, **you** must reimburse **us** for all of **our** attorney fees, costs and expenses when **we** prevail in such legal action.

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, credit card, ACH or any method other than cash, this policy is rescinded and 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 rescinded and void **we** will not cover any claims, injury, loss or damages of any kind. **You** must reimburse **us** for any amounts **we** are required by law to pay after **we** rescind or 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.

Choice of Law

This agreement shall be governed by the laws of **Pennsylvania**, without giving effect to any principles regarding conflict of laws.

Fraudulent Claims

We do not provide coverage for, or payment to, any **person** who commits fraud against **our** interests. **We** do not provide coverage or benefits to 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 any **accident, loss** or claim.

Any such denial of coverage will not prevent coverage required by the **Pennsylvania MVFRL** that would otherwise apply for claims of an injured innocent third party for an **accident** otherwise covered by the policy.

Conditions Precedent

There is no coverage provided under this policy until there has been full compliance with all of the duties, 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.

Electronic Transactions

It is agreed between **you** and **us**, and **we** have **your** consent, that:

1. Electronic signatures, notices and forms:
 - a. May be used to transact this insurance;
 - b. Will satisfy any legal or other requirement for written signatures, notices or delivery of forms; and
 - c. Shall include, but are not limited to, any acceptance, agreement, assent election, selection, rejection, notice or form done as a recorded telephonic signature or assent or sent via e-mail, internet, mobile application, text message or fax.
2. **You** will notify **us** if **you** are unable to print, download or otherwise retain documents delivered electronically by **us** to **you**.
3. When a law requires a signature on any form or document, or letter or document to be notarized, verified or acknowledged or made under oath, the electronic signatures will satisfy this requirement if the signature of the **person** authorized to perform the service of notarizing, verification, or

acknowledgment is attached or logically associated with the signature or electronic signatures of record.

English Language

This policy and all its related forms (on paper or electronic) are governed by the English language used in the United States of America and with the text provided by **us**. The English language shall apply and control in the event of any difference or discrepancy between the English language text of this policy (and all its related forms), and any other language version or description of the policy, coverage or any form.

YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES

IMPORTANT: For coverage as described in this policy to apply, all notice requirements, duties, and policy terms must be satisfied. Failure to comply with any policy terms 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. Prompt notice to **our** authorized agent is deemed notice to **us**.

The report must give time, place and circumstances of the **accident** or **loss**, including all known or reasonably ascertainable names and addresses of injured parties and of witnesses to the **accident** or **loss**.

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.
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. Except that, for a claim under this policy where a **person's** physical and/or mental condition is material to whether medical, income loss or catastrophic loss benefits apply from this policy, then **we** are allowed by law to petition a court for an order to direct that **person** to take a physical and/or mental exam for good cause shown if that **person** refuses to take that exam at **our** request. If that **person** fails to comply with a court order to submit to such an exam, the court (or administrator) may order that the **person** be denied benefits until that **person** takes the exam so ordered.

5. Authorize **us** to obtain medical, wage and other records. Any medical records requested will pertain to the **bodily injury** arising from an **accident**. For a **person** who makes a Part II claim for Extraordinary Medical Benefits Coverage (EMB), medical records that must be given to **us** include, but are not limited to, proof that at least \$100,000 of medical expenses has been incurred by that **person** as the result of any one motor vehicle **accident**.
6. Provide any written proof of **loss** that **we** require.
7. Submit to statements or examinations under oath by **us** or **our** representative, and subscribe to the same, as **we** may reasonably require. **We** may require that such statements or examinations be:
 - a. Recorded and videotaped; and
 - b. 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.
9. Allow **us** access to any **car**, vehicle or device being used at the time of, or that was involved in, an **accident**, loss or damage and enable **us** to retrieve and use data contained in:
 - a. any Global Positioning System (GPS).
 - b. any navigation system or device.
 - c. any Event Data Recorder (EDR), whether the EDR is part of or in the **auto** or vehicle at the time of the **accident**, loss or damage.
 - d. any other device recording driving data, including any **telematics** device or remote or cloud storage of driving or **accident** data.

This applies to data stored in the **car**, vehicle or device attached to the **car** or vehicle or in a separate device, whether or not physically attached to the **car** or vehicle.

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 by the **named insured** of a **car** not **owned** by **you**. 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 by a **named insured** of a **car** not **owned** by **you**.
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.
6. No Car Damage Coverage applies under the policy.

E-400 (11/25)

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** are 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 coverage for any **accident** or **loss** that occurs while any Excluded Driver is operating a **car** or any other motor vehicle. This exclusion applies even if that operation is with the express or implied permission from **you** or a **relative**.

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.

This exclusion applies to the following coverages: **Part I – Liability To Others**, **Part III – Uninsured and/or Underinsured Motorist**, **Part IV – Car Damage Coverage**, and **Part V – Accidental Death and Dismemberment**.

With respect to **Part II – First Party Benefits**, this exclusion applies only to that person who is specifically listed or shown as an excluded driver on the Declarations Page (and to that person’s personal representative). **We** will not exclude a named excluded driver from **Part II – First Party Benefits** arising from an **accident** or **loss** involving an auto being operated by that excluded driver unless either:

1. The driver’s license of the excluded driver has been under suspension or revocation during the policy period; or
2. The excluded driver has First Party Benefits Coverage available under another policy of insurance.

If **we** provide coverage for a claim under **Part II – First Party Benefits** arising from an **accident** or **loss** involving an auto being operated by that excluded driver, we will only provide minimum First Party Benefits for medical expenses as required by 75 Pa. C.S. Section 1711, et seq., as amended.

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 (11/25)

