AssuranceAmerica

Underwritten by InsureMax Insurance Company

WISCONSIN 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

IMPORTANT: Please read your Personal Car Policy carefully. It contains language which may restrict or exclude coverage. The policy specifically addresses who may use your vehicle and under what conditions coverage will be afforded. This Policy covers only the vehicles insured and shown on the Declarations Page.

Form **06**-WI (08/26)

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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 **cars** and **persons** do not have coverage. It includes language that excludes, restricts and limits coverage. It also describes the duty to give **us** notice of an **accident** or **loss**, and to notify **us** about changes in vehicles or drivers in **your household**.

IMPORTANT: Coverage does not apply under this Policy for any **person** who does not comply with all:
1. Notice requirements;
2. Duties; and
3. Policy terms.

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

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

INSURING AGREEMENT

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

If **you** make **your** initial payment by check, 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. "**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.
3. "**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.
4. "**Bodily injury**" means bodily harm to a **person** and sickness, 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;
   c. Communicable disease or illness that results from **person**-to-**person** transmission or contact; or
   d. Emotional distress or mental anguish or any other psychological injury such as loss of consortium.
5. "**Business**" means:
   a. A job, trade, employment, profession or occupation; or
   b. Any commercial or for-profit activity of any kind;

   whether full-time or part-time.
6. "**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 4 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.

7. "**Control**" means the direct and immediate pre-**accident** or pre-**loss** care and custody of the **insured car**.
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. "**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.
11. "**Driver's License**" means a valid and current certificate, permit or license issued by a **state** or governmental agency, authorizing a **person** to operate a motor vehicle.
12. "**Failure to pay premium**" means nonpayment, when due, of any premium or other payment due. This includes the dishonor or rejection, or refusal to pay, by a financial institution of any noncash payment made to **us** or made for this Policy.
13. "**Household**" means the address where **you reside** that is shown on the **Declarations Page**.
14. "**Insured car**" means:
    a. Any **car** described on the **Declarations Page**.
    b. Any **car you** acquire to replace a **car** described on the **Declarations Page**, subject to the following conditions:
       (1) The existing coverages on the **car** replaced will apply to a replacement **car** as of the date it is acquired if **you** notify **us** within 7 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 7 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.
       (3) The replacement **car** must be acceptable per **our** filed underwriting guidelines and any additional premium due for that **car** must be paid when due.
    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 7 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 7 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. The additional **car** must be acceptable per **our** filed underwriting guidelines and any additional premium due for that **car** must be paid when due.

    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.
15. "**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.
16. "**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").
17. "**Motor vehicle handler**" means any of the following:
    a. A motor vehicle dealer, as defined by Wisconsin law;
    b. A lessor or rental company, as those terms are defined by Wisconsin law; or
    c. A repair shop, service station, storage garage, or public parking space.
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. "**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**.

22. "**Owns**" and "**Owned**" means to:
    a. Hold legal title to the **car**;
    b. Have legal possession of the **car** subject to a written conditional sales agreement; or
    c. Have legal possession of the **car** under a lease agreement of more than 30 days.
23. "**Owner**" means the **person** or entity who:
    a. Holds legal title to the **car**;
    b. Has legal possession of the **car** subject to a written conditional sales agreement; or
    c. Has legal possession of the **car** under a lease agreement of more than 30 days.
24. "**Person**" means a natural, living human being and not a corporation, partnership, association or **business** name.
25. "**Property damage**" means physical damage to, or destruction or loss of use of tangible property.
26. "**Punitive damages**" means damages that may be imposed to:
    a. Punish or deter wrongful, malicious or unlawful conduct;
    b. Deter wrongful, malicious or unlawful conduct; or
    c. Fine, penalize or impose a statutory penalty;

    other than damages intended to compensate for actual **bodily injury** or **property damage** incurred by a **person**. "**Punitive damages**" include, but are not limited to, damages referred to under any law as punitive damages, exemplary damages, treble damages or statutory multiple damages. This policy does not provide any coverage for the cost of defense, including attorney fees, interest, fines, penalties, or other fees related to any such **punitive damages**.
27. "**Racing**" means:
    a. Preparing or participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not; or
    b. 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
    c. Operating a motor vehicle in any competition, demonstration, sport rally or exhibition activity.
28. "**Regular operator**" is any **person** not listed on the **Declarations Page** who has or had care, custody or **control** of the **insured car** for more than twenty-four (24) hours at any time during the policy term as shown on the **Declarations Page**. The twenty-four (24) hours may be consecutive or cumulative.
29. "**Relative**" means:
    a. A **person** who primarily **resides** in **your household** and is related to **you** by blood, marriage or adoption;
    b. **Your** ward or foster child who primarily **resides** with **you**.

    If the "**named insured**" shown on the **Declarations Page** is not a **person**, no one will be a **relative**.
30. "**Reside**", "**resides**" and "**residing**" mean to dwell permanently, as the **person's** primary and legal domicile.
31. "**Resident**" and "**residents**" mean any **person** or **persons** who **reside** in the **household** of the **named insured**.
32. "**State**" means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
33. "**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.
34. "**We**", "**Us**" and "**Our**" mean the Company providing this insurance, as shown on the **Declarations Page**.
35. "**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 a **car accident.** These compensatory damages include prejudgment interest awarded against the **insured person** but do not include **punitive damages**, or the cost of defense, including attorney fees, interest, fines, penalties, or other fees related to any such **punitive damages**.

We have the right to investigate, negotiate, and settle any claim covered under Part 1 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.

IMPORTANT NOTICE: **OUR** DUTY TO SETTLE OR DEFEND ENDS WHEN **WE** PAY OUR LIMIT OF LIABILITY FOR PAYMENT OF A JUDGMENT OR SETTLEMENT. **WE** HAVE NO DUTY TO SETTLE OR DEFEND ANY CLAIM THAT IS NOT COVERED BY THIS POLICY.

Additional Definition for Part I Only

As used in Part I:
"**Insured person**" or "**insured persons**" means:
1. **You**, with respect to liability arising out of the ownership, maintenance or use of an **insured car**.
2. **You**, while driving a **non-owned car** with permission of its **owner**.
3. Any other **person** using an **insured car** with **your** express or implied permission.
4. Any other **person** listed as a driver on the **Declaration Page** while driving an **insured car**.
5. A **relative** listed as a driver on the **Declaration Page**, with respect to an **accident** while driving a **non-owned car** with permission of its **owner**.
6. Any **person** or organization legally responsible for the use of an **insured car** by a **person** described in items 1. through 5.
7. Any Additional Interest shown on the **Declarations Page** that is not otherwise an **insured person** under item 6., 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 and is limited to the **insured car** for which the Additional Interest is 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**) 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 exclusion does not apply to shared-expense car pools.
2. **Bodily injury** or **property damage** that is expected or intended by an **insured person**, or that is substantially certain to result from an intentional act by, or at the direction of, an **insured person**, even if the actual **bodily**

injury or **property damage** is different in kind or degree from that which was expected or intended.

3. **Bodily injury** or **property damage** caused by any **person** using an **insured car** without **your** express or implied permission.
4. Use of a **non-owned car** by an **insured person** without the **owner's** permission or if being used outside of the scope of the **owner's** permission.
5. **Bodily injury** or **property damage** that arises out of, or is due to:
   a. The ownership or use of a **car** for transporting any explosive substance, toxic material, flammable substance, or similarly hazardous material;
   b. **Nuclear 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.
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 an **insured car** or **non-owned car** while **racing**.
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 exclusion does not apply to **business** use of an **insured car** that has been declared to **us** and for which **you** have paid the additional business use premium for that use.
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 exclusion does not apply to **property damage** to a residence or private garage not owned by an **insured person**, **you** or a **relative**, that is rented by **you**.
18. **Punitive damages** of any kind along with the cost of defense, including attorney fees, interest, fines, penalties, or other fees related to any such **punitive damages**.
19. **Bodily injury** or **property damage** resulting from the operation of any motor vehicle for snow removal.
20. **Bodily injury** or **property damage** that result from an **auto business**. However, this exclusion does not apply to **you** when the **bodily injury** or the **property damage** arises out of **auto business** operations conducted by someone other than **you**, a **relative** or **resident**.

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

1. Not apply to the portion of damages that is less than or equal to the **minimum limits**; and
2. Apply and be enforced as to all other damages.

<u>Limits of Liability</u>

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.

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

Our limit of liability for any coverage provided under this Part I for a **motor vehicle handler** or its officers, agents, or employees is limited to:

1. The minimum limits required by Wisconsin’s motor vehicle financial responsibility law; and
2. Instances when there is no other valid and collectible insurance with at least those minimum limits, whether the other insurance is primary, excess, or contingent.

Any amount payable under this Part I to or for an injured **person** will be reduced by any payment made to or on behalf of that person under:

1. Part II – Medical Payments Coverage; and
2. Part III – Uninsured/ Underinsured Motorist Coverage.

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

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 – Part I Only

Coverage under this Part I will be primary for the use of an **insured car** by **you**, a **relative**, or a **regular operator**. For any other **person** using **your insured car,** this coverage will be excess over any other applicable insurance.

Coverage under this Part I for the use of any **car**, other than an **insured car**, will be excess over any other collectible insurance, self-insurance or bond.

When this Policy and any other motor vehicle liability insurance applies to an **accident** on the same priority basis, either excess or primary, **we** will pay the proportionate share **our** limit of liability bears to the total of all applicable liability limits with the same priority.

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.

Bankruptcy of Insured Person

The bankruptcy or insolvency of an **insured person** does not diminish **our** liability to third parties under this Part I. If execution of judgment against a bankrupt or insolvent **insured person** is returned unsatisfied, an action may be maintained against **us** to the extent that the liability is covered under this Part I.

Notice to Us

Notice given by, or on behalf of, an **insured person** to any of **our** authorized agents within Wisconsin, with particulars sufficient to identify the **insured person**, is notice to **us**. The failure to give any notice required by this policy within the time specified does not invalidate a claim made by the **insured person** if he or she shows that: it was not reasonably possible to give the notice within the prescribed time; and notice was given as soon as reasonably possible.

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.

This policy is not intended as proof under any state financial responsibility laws, other than the **state** indicated as **your** address listed on the **Declarations Page**. The terms, conditions, and exclusions as written in this Policy will apply in any **state** where the **loss** may occur.

PART II – MEDICAL PAYMENTS

Insuring Agreement

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

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

Additional Terms for Part II

Medical Payments Coverage is subject to the following:

1. Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**. If the **insured person** is sued for payment of any medical expense that **we** have refused to pay because:
   a. The fee is unreasonable or exceeds the **usual and customary charge**; or
   b. The service is unnecessary;

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

   These sources may include:
   a. Exams by doctors **we** select. **We** will pay for these exams;
   b. Review of medical records and test results by **persons** and services selected by **us**;
   c. Computerized programs for analysis of medical treatment and expenses;
   d. Published sources of medical expense information;
   e. State Fee Schedules; and
   f. Federal Fee Schedules.

Additional Definitions for Part II Only

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

1. "**Insured person**" means any of the following:
   a. **You**, a **relative**, or any **person** listed on the **Declarations Page** while **occupying** any **car**.
   b. **You** or a **relative** as a pedestrian when struck by a motor vehicle.
   c. Any other **person** while **occupying your insured car** while the **insured car** is being used with **your** express or implied permission and within the scope of that permission.
2. "**Usual and customary charge**" means the amount **we** determine represents a customary charge for medical services in the geograhic area in which the service is rendered. **We** shall determine the **usual and customary charge** through the use of independent sources of **our** choice.

Exclusions

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

1. While **occupying** an **insured car** when used as a livery service, for **TNC** services or for **delivery**.
2. While **occupying** any motor vehicle while used as a residence.
3. While **occupying** a vehicle other than a **car** while the vehicle is being used in the **business** or occupation of an **insured person**.
4. During the course of employment if benefits are payable or must be provided under a Workers' Compensation Law or similar law.
5. Arising out of an **accident** involving any motor vehicle while being used by a **person** while employed or engaged in any **auto business**. This exclusion does not apply to **you** or a **relative** using an **insured car**.
6. Caused by:
   a. War (declared or undeclared);
   b. Civil war;
   c. Insurrection;
   d. Rebellion;
   e. Revolution;
   f. **Nuclear exposure**;
   g. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials; or
   h. Any consequence of any of these.
7. While an **insured car** is being driven by any **person** who does not have a valid **driver's license**.
8. While an **insured car** is used for **racing**.
9. For whom the United States Government or its military services are required (directly or indirectly) to provide similar services or benefits.
10. 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.
11. 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**.
12. Resulting from the use of an **insured car** for snow removal.

Limits of Liability

Without regard to the number of:

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

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

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

Medical Payments Coverage is excess over, and shall be reduced by, any amounts paid or payable under any other insurance, workers' compensation, disability benefits, or similar sources, except where prohibited by applicable law. No payment will be made under this coverage unless the **insured person** or his legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that the **insured person** receives under any Liability to Others Coverage or Uninsured/Underinsured Motorist Coverage provided by this Policy.

Other Insurance

If there is other applicable motor vehicle medical payments insurance on a loss covered by this part, **we** will not pay more than **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable medical payment insurance limits.

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

Assignment of Benefits

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

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

PART III – UNINSURED/UNDERINSURED MOTORISTS

Insuring Agreement – Uninsured Motorist Bodily Injury Coverage

Subject to the limits of liability and all policy terms, for the coverage under Part III purchased by **you** and shown on the **Declarations Page**, if the premium is paid when due, **we** will pay compensatory damages an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** due to **bodily injury**:

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

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

Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

Insuring Agreement – Underinsured Motorist Bodily Injury Coverage

Subject to the limits of liability and all policy terms, for the coverage under Part III purchased by **you** and shown on the **Declarations Page**, if the premium is paid when due, **we** will pay compensatory damages an **insured person** is legally entitled to recover from the **owner** or operator of an **underinsured motor vehicle** due to **bodily injury**:

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

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

Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

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. **We** will pay under this Part only:
   a. After the limits of liability under all other applicable liability policies and bonds have been exhausted by payment; or
   b. After an offer of settlement has been made to an **insured person** by the insurer of the **uninsured motor vehicle** or **underinsured motor vehicle**, and **we** have been given:
      (1) Not less than 30 days written notice 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.
3. **We** are not bound by any judgment that arises out of a lawsuit with respect to:
   a. The liability of an **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
   b. The amount of **bodily injury** that results from an **accident**;

   if a lawsuit is brought without **our** written consent.
4. **We** are not bound by any settlement agreement entered into with the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle** that occurs without **our** written consent.
5. Any lawsuit or arbitration against **us** by an **insured person** must be brought within six (6) years after the date of the **accident** or when the action otherwise accrues.

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.

   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**) if that vehicle or device is:
   a. **Owned** by;
   b. Registered to; or
   c. Furnished or available for the regular or frequent use of;

   you or a **relative**.

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. "**Phantom motor vehicle**" means a **motor vehicle** to which all of the following apply:
   a. It is involved in an **accident** with an **insured person**;
   b. In the **accident**, the **motor vehicle** makes no physical contact with the **insured person** or with a vehicle the insured is **occupying**; and
   c. The identity of neither the operator nor the **owner** of the **motor vehicle** can be ascertained.

4. "**Underinsured motor vehicle**" means a **motor vehicle** for which one or more **bodily injury** liability bonds, policies or self-insurance apply at the time of the **accident,** but all limits available under those sources of recovery for **bodily injury** liability:
   a. Are less than the Underinsured Motorist Bodily Injury Coverage limit of liability under this Part III; or
   b. Have been reduced by payments for **bodily injury** to **persons** injured in the **accident**, other than an **insured person**, to less than the Underinsured Motorist Bodily Injury limit of liability under this Part III.

   "**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. **Owned** by the United States of America, Canada, a state, any other governmental entity, unit or agency;
   c. Operated on rails or crawler treads;
   d. Designed for **use** mainly off public roads, while not on public roads;
   e. Located for use as a residence or premises;
   f. **Owned** or operated by a self-insured under any **motor vehicle** financial responsibility law, motor carrier law or any similar law. This does not include a self-insurer that is or becomes insolvent;
   g. Insured under Part I of this Policy; or
   h. An **uninsured motor vehicle**.

5. "**Uninsured motor vehicle**" means a **motor vehicle**:
   a. For which no **bodily injury** liability bonds, policies or self-insurance apply at the time of the **accident**.
   b. For which there is liability insurance, but the insurer has legally denied coverage under its policy.
   c. For which there is liability insurance, but the insurer that issued the policy is or becomes insolvent.
   d. For which the **owner** or operator cannot be identified, and that **motor vehicle**:
      (1) Hits, with actual physical contact, an **insured person**, or a vehicle an **insured person** is **occupying**; and
      (2) Causes **bodily injury** to that **insured person**.
   e. That is a **phantom motor vehicle** but only if all of the following apply:
      (1) The facts of the **accident** are corroborated by competent evidence that is provided by someone other than the **insured person** or any other **person** who makes a claim under this Part III as a result of the **accident**.
      (2) Within 72 hours after the **accident**, the **insured person**, or someone on their behalf, reports the **accident** to a police, peace, or judicial officer or to the department of transportation or, if the **accident** occurs outside of Wisconsin, the equivalent agency in the **state** where the **accident** occurs; and
      (3) Within 30 days after the **accident** occurs, the **insured person**, or someone on his or her behalf, files with us a statement under oath that the **insured person** or a legal representative of the **insured person** has a cause of action arising out of the **accident** for damages against a **person** whose identity is not ascertainable and setting forth the facts of the statement.

   "**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. **Owned** by the United States of America, Canada, a state, any other governmental entity, unit or agency;
   c. Operated on rails or crawler treads;
   d. Designed for **use** mainly off public roads, while not on public roads;
   e. Located for use as a residence or premises;
   f. **Owned** or operated by a self-insurer under any **motor vehicle** financial responsibility law, motor carrier law or any similar law. This does not include a self-insurer that is or becomes insolvent;
   g. Insured under Part I of this Policy; or
   h. An **underinsured motor vehicle**.

<u>Exclusions</u>

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 **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 **motor vehicle owned** by, or furnished or available for the regular **use** of, **you** or a **relative**, if that vehicle is not an **insured car** under this Policy.
   e. 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**.
   f. For **bodily injury** that results from any **nuclear exposure**.
   g. For **punitive damages** of any kind along with the cost of defense, including attorney fees, interest, fines, penalties, or other fees related to any such **punitive damages.**
   h. 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.
   i 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.**

j. While any vehicle is used for **racing**.
k. Who does not report the **accident** to the police within a reasonable amount of time if a hit-and-run vehicle is involved.
l. For **bodily injury** that results from the operation, maintenance, or use of the **insured car** as part of a vehicle sharing program.
m. For **bodily injury** that is expected or intended by that **insured person**, or that is substantially certain to result from an intentional act of that **insured person**, even if the actual **bodily injury** is different in kind or degree from that which was expected or intended.
n. For **bodily injury** resulting from the use of an **insured car** for snow removal.

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

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**.

<u>Limits of Liability</u>

Without regard to the number of:
1. **Insured persons**;
2. **Cars** insured under this Policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

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

The amount shown on the **Declarations Page** for "each person" is the most **we** will pay for all damages due to a **bodily injury** to one **person** in any one **accident**, and only the limit for "each person" will apply to the total of claims made for **bodily injury** and any and all claims:
1. Derived from such **bodily injury** including, but not limited to:
   a. Loss of society;
   b. Loss of companionship;
   c. Loss of service or support;
   d. Loss of consortium; and
   e. Wrongful death.
2. For mental anguish or emotional distress due to seeing the **accident** or **bodily injury** occur.

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

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

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

Our limit of liability under this Part III shall be reduced by any amount paid or to be paid because of **bodily injury**:
1. By or on behalf of any **persons** or organizations that may be legally responsible, including, but not limited to all sums paid under Part I of this Policy;
2. Under Part II; and
3. Under any workers' compensation law, disability benefits law, or similar laws.

Our limit of liability for any coverage provided under this Part III for a **motor vehicle handler** or its officers, agents, or employees is limited to:
1. the minimum limits required by Wisconsin's motor vehicle financial responsibility law; and
2. instances when there is no other valid and collectible insurance with at least those minimum limits, whether the other insurance is primary, excess, or contingent.

<u>Other Insurance</u>

When an **insured person** occupies any vehicle, other than **your insured car**, this insurance shall be excess over any other similar insurance, bonds or self-insurance available to the **insured person**. The insurance, bonds or self-insurance which applies to the occupied **motor vehicle** is primary.

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

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.

Arbitration

1. Coverage disputes may not be arbitrated. Only a court with proper jurisdiction shall decide coverage issues.

2. Arbitration may be used to decide issues of tort liability and damages. If there is a dispute between the **insured person** and **us** as to:
   a. Whether or not that **insured person** is legally entitled to recover **bodily injury** damages; or
   b. The amount of **bodily injury** damages which are to be recovered by that **insured person**;

   from the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle**, then those disputes only may be arbitrated if both parties agree.

3. If **we** and the **insured person** agree to arbitrate, a qualified and impartial arbitrator shall be picked 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 pick that arbitrator.

4. Unless otherwise agreed by both parties:
   a. Arbitration will take place in the county in the **state** in which the **insured person resides**; and
   b. Local rules of law as to procedure and evidence will apply. For purposes of discovery, both prior to and during an arbitration proceeding, the rules under Wis. Stat. Chapter 804, as that chapter and the rules under it may be amended from time to time, shall apply. Disputes as to Procedure and evidence shall be decided by the arbitrator.

5. The arbitrator has no authority to:
   a. Decide issues of coverage; or
   b. Award any amount:
      (1) In excess of the limit of liability;
      (2) As **punitive damages**;
      (3) As attorney fees; or
      (4) As other fees, costs or interest.

6. The arbitrator's decision will be binding on:
   a. Whether the **insured person** is legally entitled to recover damages; and
   b. The amount of damages if the amount is not more than the minimum limit of uninsured or underinsured motorist coverage required by law. If the arbitrator's award is more than the minimum limit of uninsured or underinsured motorist coverage required by law, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages decided by the arbitrator will then be binding.

7. Each party will:
   a. Pay the expenses it incurs; and
   b. Share in paying the agreed expenses of the arbitration and arbitrator equally.

8. Nothing in this clause shall preclude settlement of the claim at any time, upon terms and conditions as agreed to by the parties.

PART IV - CAR DAMAGE COVERAGE

Insuring Agreement

Subject to the limits of liability and all policy terms, if the premium is paid for coverage under Part IV when due, **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 Comprehensive coverage applies for that **insured car**.
2. Collision, only if the **Declarations Page** shows that Collision Damage applies for that **insured car**.

Loss caused by:
1. Missiles;
2. Falling 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 or hail;
10. Water or flood but not to include when **you**, a **relative**, or a **regular operator** drive any **car** into unsafe or unpassable flooded roadways or areas if that **car** or person is not otherwise in danger; or
11. Accidental glass breakage;

are Comprehensive losses to be paid under Comprehensive coverage. **Loss** due to the hitting or being hit by an animal or bird will also be paid under Comprehensive 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 Loss of Use Coverage and it is shown on the **Declarations Page**, when an **insured car** for which **you** bought this coverage sustains **loss** due to a collision, **we** will reimburse **you** for necessary **car** rental charges **you** incur from a licensed rental car agency, while that **insured car** is inoperable due to that **loss**. **We** will pay no more than:

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

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

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

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

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.

Rental Car Damage Coverage

If **you** paid the premium for Rental Car Damage Coverage and it is shown on the **Declarations Page**, the Rental Car Damage Coverage **you** have purchased for an **insured car** is extended to a rented **non-owned car**. 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 **temporary substitute car** for **your insured car** while it is out of service due to an **accident** or **loss**.

Additional Definitions

When shown in Part IV 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. "**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.

2. **After-market parts**" mean replacement auto parts which are not made by the original manufacturer of the motor vehicle or by a manufacturer authorized by the original manufacturer to use its name or trademark.

3. "**Betterment**" means improvement of the **insured car** or property to a value or condition greater than its pre-loss condition.

4. "**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.

5. "**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**:
   a. Parts, accessories and any other equipment or enhancement;
   b. Any modified suspension equipment, modified engines, modified carburetor systems, modified exhaust system, modified equipment, or custom wheels, including, but not limited to:
      (1) Aluminum, magnesium, chrome or alloy wheels;
      (2) Special wide-tread tires or slicks or tires that are not the size specified by the manufacturer;
   c. Custom paint, murals, logos, trademarks, insignia, decals, graphics or any decorative marks;
   d. 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;

e. Ground-effects, after market lights, custom grilles, louvers, side pipes, hood scoops, spoilers and front-end protectors;
f. Winches, roll bars and running boards;
g. Equipment to make a vehicle handicap accessible;
h. Tool bench/boxes; and
i. Electronic video, audio, digital or data transmitting, receiving, recording and playback devices, including but not limited to:
   (1) 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;
   (2) GPS and other navigation systems;
   (3) Personal computers and internet access systems;
   (4) Video devices, including DVD devices, VCR's; monitors; cameras, streaming devices and televisions, and any similar device; and
   (5) Any accessories, cables, connectors or antennas used with any of these types of equipment.

6. "**Temporary substitute car**" means a **non-owned car** that is a short-term substitute for, and comparable to, the **insured car**, but only if and when that substitute **non-owned car** is being used:
   a. Due to that **insured car** being out of use due to breakdown, servicing, repair, **loss** or destruction; and
   b. By **you**, or a **relative** shown as a driver on the **Declarations Page**, with express permission from the **owner** or a **person** in lawful custody of that **car**, and within the scope of that permission;

   but does not include any such **car** used for more than 30 consecutive days. All terms, conditions, exclusions and limitations in Part IV shall apply to a **temporary substitute car**.

   A **car** is no longer a "**temporary substitute car**" the earliest of:
   a. When the substituting **non-owned car** is returned to its **owner**;
   b. When the **insured car** being temporarily replaced is repaired, restored to service or replaced; or
   c. 30 consecutive days: after the **insured car** is withdrawn from normal use or from the date when **you** acquire use of that substituting **non-owned car**.

<u>Exclusions</u>

Coverage does not apply to **loss** or damage:
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; or
   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.
   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. 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.

10. That occurs while an **insured car** is **racing**.
11. 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.
12. 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.
13. To an **insured car** that is expected or intended by, or substantially certain to result from an intentional act of, any **person** listed on the **Declarations Page**, even if the actual **loss** is different in kind or degree from that which was expected or intended. 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 is signed by the innocent spouse to make an arrest of the other spouse for violation of a domestic violence or similar law; and
    d. That **person** cooperates in any investigation relating to the **loss**.
14. 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**.
15. 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**.
16. That occurs while an **insured car** is rented to, leased to, or loaned to any **person** or organization in return for compensation, payment or benefit of any kind in exchange for, or resulting from, the use of the **insured car**.
17. That occurs while under the care or **control** of a **business** or **person**, other than a **person** listed as an insured driver under this Policy, in exchange for payment, compensation or payment in kind in exchange for, or resulting from, the use of an **insured car**.
18. Due to the legal seizure or destruction of an **insured car** by any government or civil authority for any reason.
19. Due to the repossession of the **insured car** by a **person** or entity legally entitled to do so.
20. Resulting from the ownership, maintenance, or use of an **insured car** while a **person** is engaged in any **business** other than **auto business** activities. This exclusion includes use of a vehicle for livery, **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.
21. To an **insured car** due to **diminution of value** or any loss or reduction in market or resale value, regardless of whether the **insured car** has been repaired or replaced, unless required by applicable law.
22. 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.
23. To any vehicle other than:
    a. An **insured car** for which the premium has been paid for the coverage being sought under this Part;
    b. A **temporary substitute car** if covered by the terms of this Part;
    c. A **non-owned car** covered by the terms of the Damage To A Rental Car Coverage under this Part.
24. To an **insured car** while it is being operated by any **person** not listed as a driver on the **Declarations Page** or by endorsement, unless the **loss** is the result of theft.
25. That results from the use of the **insured car** for snow removal.
26. That occurs from, and is due and confined to lack of lubricants, oil, transmission fluid, coolant, or loss or damage resulting from internal seepage of water. This includes, but is not limited to:
    a. The engine overheating due to mechanical problems; or
    b. Damage resulting from intentionally driving through unsafe or unpassable flooded roadways or areas if that car or person is not otherwise in danger.
27. That occurs from fueling a **car** with a type fuel or fuel additive not authorized for that type of **car**, or fueling in other than in the manufacturer's designated fueling or additive point. This includes, but is not limited to:
    a. Adding diesel, gasoline, or diesel exhaust fluid ("DEF") or any other additive not approved by the manufacturer of the **car** for the type of engine of that car; or
    b. Adding such products to the incorrect **car** storage reservoir or tank.
28. That results in damage to, or loss of use of, a rental vehicle. However, this exclusion shall not apply to a **car** rented for recreational purposes or a **temporary substitute car** used by **you** while the **insured car** is out of service due to an **accident** or **loss** for which this Policy provides coverage.
29. Caused by, due to, or in any way that results from the alteration, modification, or customizing of the **insured car** which alters or affects its drivability, road worthiness, handling or safety. This includes any non-dealer or non-factory installed equipment that mechanically or structurally changes the **insured car** and results in an increase in performance or a change in appearance. This also includes equipment which does not conform to this state's Motor Vehicle Code.
30. To the **insured car** that is caused by or that results from **your** acquiring a **car** from the seller without legal titles available to **you**.

31. To parts or equipment solely used for the purpose of any **racing**, performance or off-road driving, even if otherwise covered as part of **special/additional equipment**.
32. To any murals, decals, wraps, graphics, pinstriping and/or painting with non-Original Equipment Manufacturer (non-OEM) color, even if otherwise covered as part of special/additional equipment.

<u>Limits of Liability</u>

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, refurbished parts, or **after-market 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, instead of replaced, at **our** expense after a **loss**:
   a. no deductible will be applied to that part of the **loss**; and
   b. **we** then have no further 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 up to a reasonable and customary daily rate for the cost of storage of an **insured car** in the event of a **loss** to an **insured car** for which coverage is provided under this Part IV. **Our** maximum liability for the cost of storage of an **insured car** shall not exceed $400.
10. **We** will not pay for any obligation assumed by an **insured**, registered **owner** or legal **owner** for any of the following costs:
    a. estimating fees;
    b. teardown charges not authorized by **us**;
    c. handling fee;
    d. negotiating charges; or
    e. Any other charges which are not part of the necessary cost of repairing the vehicle.
11. **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**.

<u>No Benefit to Bailee</u>

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

<u>Appraisal</u>

1. If **we** and **you** do not agree on the amount of the **loss**, then either party may demand, in writing, an appraisal of the **loss.** Any demand for appraisal by **you** must be made within a reasonable time after a written dispute arises concerning the amount of **loss** and before suit is filed to determine the amount of **loss** payable under this Part IV. The amount of the **loss** to be covered under this Part IV shall be determined by appraisal. **We** do not waive **our** right to demand or request appraisal by adjusting, negotiating, making payment, defending, or litigating any claim or suit involving the amount of **loss**.

2. If the parties can agree on one appraiser then the appraiser shall:
   a. Inspect the **loss**; and
   b. Decide the amount to be paid under this coverage.

   The amount determined by the appraiser shall be binding on the parties.

3. However, if the parties are unable to agree on one appraiser then each party will select a competent and impartial appraiser. The two appraisers shall select a third competent and impartial appraiser. The three appraisers shall:
   a. Inspect the **loss**; and
   b. Decide the amount to be paid under this coverage.

   An amount agreed upon by any two of the three appraisers shall be binding on the parties.

4. Coverage disputes under this policy may not be decided by any appraiser. Only a court with proper jurisdiction shall decide coverage issues.

5. Appraisers have authority only to decide the amount of the **loss**. They have no authority to make any coverage decisions under the Policy.

6. If one appraiser is elected, each party shall pay in equal shares the cost of the appraiser. If three appraisers are selected, then each party shall pay the costs of its appraiser and shall pay in equal shares the cost of the third appraiser.

7. **We** do not waive any of **our** rights under the policy by agreeing to an appraisal.

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.

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.

Power of Attorney

In the event of a loss to **your insured car**, **you** grant **us** full power, permission and authority to act on **your** behalf, and to exercise all legal rights as may be needed, for the sole purpose of authorizing the release, towing, and otherwise moving or relocating of any vehicle accruing storage charges. In such event, any body shop, facility or other service provider is released from any liability relating to the release of any vehicle at our direction under the above circumstances. **You** also agree to reasonably cooperate with **us** in the event any facility requires additional documentation or personal authorization for **us** to perform **our** duties under 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.

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 phylogenic 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**.

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**).

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 Page**.
3. During any lapse in coverage.
4. After this Policy has been terminated in any manner.

Claims Handling

We may use any or all of the following to determine the value of any damages, loss or claim that may be covered by this Policy:
1. Exams by doctors **we** select, at **our** expense, as often as **we** reasonably request.
2. Medical record review and test result review by **persons** and services selected by **us**.
3. Computer programs and databases for the analysis of medical treatment and expenses.
4. Computer programs, databases and published sources for bodily injury, medical, medical expense and damage information.
5. 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.

Suits Against Us

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

No legal action may be filed against **us** by anyone insured under this Policy until the earlier of:
1. 60 days after **we** receive proof of **loss**; or
2. The date full payment has been denied by **us**.

Except where required by law, no one other than an **insured person** under Part I of this Policy shall have any interest in this Policy prior to obtaining a verdict against an **insured person**.

No legal action may be brought against **us** for payment under Part I – Liability To Others until:
1. **We** agree in writing that the **insured person**, as defined under Part I, has an obligation to pay damages; or
2. The amount of the damages due under Part I on behalf of an insured has been determined by final judgment after trial.

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

Any lawsuit against **us** by a **person** seeking coverage under Part III – Uninsured and Underinsured Motorist Coverage must be brought within six (6) years after the date of the **accident.**

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

We have no duty to preserve or otherwise retain any salvage for any purpose, including, 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 that **person's** or entity's insurer, shall hold the proceeds of that recovery in trust for **us** and reimburse **us** to the extent of **our** payments under this Policy, provided that the **person** to or on behalf of whom **our** payment was made has first been fully compensated for the **loss**, except to the extent applicable law permits **our** recovery before full compensation.

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, **we** have no duty to do so, and **we** will notify **you** if **we** do not intend to proceed to collect the deductible; and
2. **You** agree to be bound by any settlement agreement entered into by **us** and the liable party, or the outcome of any arbitration **we** enter into, for those sums.

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

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

If 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**.

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 benefits under Medical Payments Coverage. **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 10 days before the effective date of cancellation. The effective date and time of cancellation stated in the notice is the end of the policy period.

We may cancel this Policy for any lawful reason during the first 59 days of 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. Material misrepresentation or fraud when applying for this Policy;
3. There is a misrepresentation or fraud by **you**, a **relative**, or **regular operator** in a claim;
4. Any substantial change in the risk assumed, except to the extent **we** should reasonably have foreseen the change or contemplated this risk in writing this Policy;
5. Substantial breaches or duties, conditions, or warranties under this Policy; or
6. Any other reason permitted by law.

If this Policy is certified as proof of financial responsibility for the future under Wisconsin law, it may not be canceled by **us** for the first 90 days from the effective date of the certification due to **failure to pay premium**. Any other certified policy subsequently procured shall, however, terminate this Policy on the effective date of such other policy's certification.

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

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.

If this Policy is cancelled for any reason, any refund due will be computed on a daily pro-rata basis.

If **we** decide 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 60 days before the end of the policy period. However, no notice will be provided if **you** have:

1. Purchased insurance elsewhere;
2. Accepted replacement coverage; or
3. Requested or agreed to nonrenewal.

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:

1. Either title or possession is transferred; or
2. No **person** shown on the **Declarations Page** has an insurable interest in the **insured car**.

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

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**. **We** will rescind and void this Policy from inception if **you**:

1. Made false statements or representations to **us** as to any material fact or circumstance;
2. Concealed, omitted or misrepresented any material fact or circumstance; or

3. Engaged in fraudulent conduct;
at the time of **application**.

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

<u>Our Right to Void for Failure of Initial Payment</u>

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. 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.

<u>Policy Conformed to Statutes</u>

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.

<u>Choice of Law</u>

This agreement shall be governed by the laws of the state of Wisconsin without giving effect to any principles regarding conflict of laws.

<u>Venue</u>

Unless **we** agree or decide otherwise, any legal action against **us** must be brought in a court of competent jurisdiction for the county and **state** where the **person** seeking coverage from this policy lived at the time of the **accident** or **loss.**

<u>Fraudulent Claims</u>

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.

<u>Conditions Precedent</u>

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.

<u>Bankruptcy</u>

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.

<u>Electronic Transactions</u>

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.

<u>English Language</u>

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. 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.
5. Authorize **us** to obtain medical, wage and other records. Any medical records requested will pertain to the **bodily injury** arising from an **accident**.
6. Provide any written proof of **loss** that **we** require.
7. Submit to statements or examinations under oath by **us** or **our** representative, and subscribe to the same, as **we** may reasonably require. **We** may require that such statements or examinations be recorded and videotaped, as well as conducted individually and outside the presence of witnesses or other **persons** seeking coverage or benefits under this Policy.
8. Provide **us** with any personal financial information **we** request for underwriting, policy servicing or claims handling purposes, or provide **us** with written authorization to obtain such information. This includes such information as social security numbers, credit history and any other related information. AssuranceAmerica limits both the collection and use of customer information to the minimum needed to administer **our** business.
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.

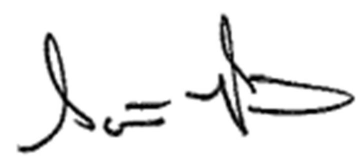
   This applies to data stored in the **car**, vehicle or device attached to the **car** or vehicle or in a separate device, whether or not physically attached to the **car** or vehicle.

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 of a "**non-owned car**" by the **named insured** or a **person** related to the **named insured** by blood, marriage, or adoption. 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 definitions of "**you**" and "**your**" are revised. "**You**" and "**your**" mean the **named insured**.
2. The definition of "**insured person**" is revised in all parts of the Policy. "**Insured person**" means the **named insured** or a **person** related to the **named insured** by blood, marriage, or adoption, but only while using the **non-owned car** with the express or implied permission of its **owner**.
3. No coverage applies under the Policy for use of any **car** other than the permissive use of a **non-owned car** by an **insured person**.
4. 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.
5. No Car Damage Coverage applies under the policy.

E-400 (05/10)