Utah Personal Automobile Policy

This Policy is a legal contract between you and us. This Policy, Declarations, Application and Endorsements contain the full terms of the agreement.

You have made a written application incorporated by reference. Each and every statement of fact contained in the application is hereby represented by you to be true, including your express promise to pay all premiums due. The application and the particulars and statements contained thereto are hereby agreed to be the basis of this Policy, and should any of these statements not be true, the Policy may be subject to cancellation based upon the current Utah Insurance Code.

This is your new Personal Auto Insurance Policy. The Policy is written in simplified language you can understand. PLEASE READ YOUR POLICY CAREFULLY as it contains the terms of our agreement. If there are any questions concerning your Policy, please call your producer or Company.

THESE POLICY PROVISIONS WITH THE DECLARATIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY.

IMPORTANT NOTICE

The insured has made WESTERN GENERAL INSURANCE COMPANY (hereinafter called the Company) a written application incorporated by reference.

Each and every statement of fact contained in the application, or any subsequent application or endorsement, is hereby represented by the insured to be true.

The application and the particulars and statements contained therein are hereby agreed to be the basis of this Policy, and any renewals of this Policy, and shall any of these statements be –
1. fraudulent and
2. material either to the acceptance of the risk, or to the hazard assumed by the Company and
3. such that the Company in good faith would either not have issued the Policy, or would not have issued a Policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the Company as required either by the application for the Policy or otherwise, coverage may not apply to an otherwise covered loss.

However, liability coverage equal to the Financial Responsibility minimums of the State of Utah shall not be cancelled by any agreement between the insurer and the insured after the occurrence of any injury, death or damage for which the insured may be liable.

This Policy does not provide any coverage for any loss that occurs within the Republic of Mexico. Please refer to the MEXICO WARNING below.

MEXICO WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your automobile.

UT WG 900 16 02 00 - POLICY WORDING
UTAH AUTO POLICY

INSURING AGREEMENT

In return for your payment of the premium, we agree to insure you subject to all the terms, conditions and limitations of this policy. We will insure you for the coverages and the limits of liability shown on this policy’s declarations page. Your policy consists of the policy contract, your insurance application, the declarations page, and all endorsements to this policy.

GENERAL DEFINITIONS

The following definitions apply throughout the policy. Defined terms are printed in bold face type and have the same meaning whether in the singular, plural, or any other form.

1. “Additional auto” means any auto you become the owner of during the policy period that does not permanently replace an auto shown on the declarations page if:
   a. we insure all other autos you own;
   b. the additional auto is not covered by any other insurance policy;
   c. for coverage under PART I—LIABILITY TO OTHERS, PART II—PERSONAL INJURY PROTECTION COVERAGE, and PART III—UNINSURED/UNDERINSURED MOTORIST COVERAGE, you notify us within five (5) days of becoming the owner of the additional auto;
   d. for coverage under PART IV—DAMAGE TO A VEHICLE, coverage will not be in effect until the date and time you ask us to add these coverages to the additional auto; and
   e. you pay any additional premium due.

If you ask us to insure an additional auto more than five (5) days after you become the owner, any coverage we provide will begin at the time you request coverage.

2. “Auto” means a land motor vehicle:
   a. of the private passenger, pickup body, or cargo van type;
   b. designed for operation principally upon public roads;
   c. with at least four wheels; and
   d. with a gross vehicle weight rating of 12,000 pounds or less, according to the manufacturer’s specifications.

However, “auto” does not include step-vans, parcel delivery vans, or cargo cutaway vans or other vans with cabs separate from the cargo area.

3. “Auto business” means a motor vehicle sales agency, repair shop, service station, storage garage, or public parking place.

4. “Bodily injury” means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.

5. “Covered auto” means:
   a. any auto or trailer shown on the declarations page for the coverages applicable to that auto or trailer;
   b. any additional auto;
   c. any replacement auto;
   d. any substitute auto; or
   e. a trailer owned by you while attached to your covered auto.

6. “Declarations page” means the document you receive from us showing your coverages, limits of liability, covered autos, premium, and other policy-related information.

7. “Excluded driver” means a person shown on the Declarations page and to whom coverage does not apply, as stated by endorsement to this Policy. A listed driver is never an excluded driver.

8. “Listed driver” means a person shown on the Declarations page that you declare to be an operator of a covered auto. An excluded driver is never a listed driver.

9. “Minimum statutory limits” means the minimum policy limits for motor vehicle liability coverage required by the law of the State of Utah. Those limits are as follows:
   a. (i) $25,000 with respect to liability for bodily injury to “each person” in any one accident arising out of the use of a motor vehicle;
(ii) subject to the limit for “each person” described above, $65,000 with respect to liability for bodily injury to two or more persons in any one accident arising out of the use of a motor vehicle; and
(iii) $15,000 with respect to liability for property damage in any one accident arising out of the use of a motor vehicle; or

b. $80,000 combined single limit (“CSL”) with respect to liability for all bodily injury and property damage in any one accident arising out of the use of a motor vehicle.

10. “Occupying” means in, on, entering or exiting.

11. “Personal vehicle sharing program” means a system or process, operated by a business, organization, network, group, or individual, that facilitates the sharing of private passenger motor vehicles for use by individuals, businesses, or other entities.

12. “Relative” means a person residing in the same household as you, and related to you by blood, marriage, adoption, or guardianship, whether or not temporarily away from home.

13. “Replacement auto” means an auto that you become the owner of during the policy period, which permanently replaces an auto shown on the declarations page. The ownership date will be determined by the earlier of the date you become the registered owner, or the date you first take possession of the auto subject to a conditional sale or lease agreement. A replacement auto will have the same coverage as the auto it replaces if the replacement auto is not covered by any other insurance policy. However, if the auto being replaced had coverage under Part IV — Damage To A Vehicle, such coverage will apply to the replacement auto only during the first five (5) days after you become the owner unless you notify us within that five (5) day period that you want us to extend coverage beyond the initial five (5) days. If the auto being replaced did not have coverage under Part IV — Damage To A Vehicle, such coverage may be added, but the replacement auto will have no coverage under Part IV until you notify us of the replacement auto and ask us to add the coverage.

14. “Ride-sharing activity” means the use of any vehicle to provide transportation of persons or property in connection with a transportation network company from the time a user logs on to, or signs in to, any online-enabled application, software, website or system until the time the user logs out of, or signs off of, any such online-enabled application, software, website or system, whether or not the user has accepted any passenger(s) or delivery assignment, including the time the user is on the way to pick up any passenger(s) or property, or is transporting any passenger(s) or property.

15. “Substitute auto” means an auto a listed driver uses temporarily while the covered auto shown on the Declarations page is not available for use.
   a. Use of the substitute auto must result directly from servicing, repair, theft, destruction, or malfunction of the covered auto shown on the Declarations page.
   b. Substitute auto does not include any auto that is owned by you, a relative or a listed driver, or that is regularly available to you, a relative, or a listed driver.
   c. Neither an additional auto nor a replacement auto is a substitute auto.
   d. The substitute auto shall have the same coverage as the covered auto it is temporarily replacing under PART I-LIABILITY TO OTHERS, PART II-PERSONAL INJURY PROTECTION COVERAGE, and PART III-UNINSURED/UNDERINSURED MOTORIST COVERAGE.

16. “Trailer” means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by an auto and not being used:
   a. for commercial purposes;
   b. as an office, store, or for display purposes; or
   c. as a passenger conveyance.

17. “Transportation Network Company” means a corporation, partnership, sole proprietorship, or other entity that uses any online-enabled application, software, website or system to connect drivers with clients or passengers to facilitate and/or provide transportation or delivery services for compensation or a fee.

18. “We,” “us” and “our” mean the underwriting company providing the insurance, as shown on the declarations page.

19. “You” and “your” mean:
   a. a person shown as a named insured on the declarations page; and
   b. the spouse of a named insured if residing in the same household at the time of the loss.
PART I—LIABILITY TO OTHERS

INSURING AGREEMENT

If you pay the premium for this coverage, we will pay damages for bodily injury and property damage for which an insured person becomes legally responsible because of an accident. Damages include prejudgment interest awarded against an insured person. We will settle or defend, at our option, any claim for damages covered by this Part I.

ADDITIONAL DEFINITIONS

When used in this Part I:

1. "Insured person" means:
   a. you, a relative, or a listed driver with respect to an accident arising out of the ownership, maintenance or use of a covered auto;
   b. any person with respect to an accident arising out of that person’s use of a covered auto with the permission of you, a relative, or a listed driver;
   c. any person or organization with respect only to vicarious liability for the acts or omissions of a person described in a. or b. above; and

2. "Property damage" means physical damage to, destruction of, or loss of use of tangible property.

ADDITIONAL PAYMENTS

In addition to our limit of liability, we will pay for an insured person:

1. all expenses we incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until we have paid, offered to pay, or deposited in court, that portion of the judgment which does not exceed our limit of liability. This does not apply if we have not been given notice of suit or the opportunity to defend an insured person;
3. the premium on any appeal bond or attachment bond required in any lawsuit we defend. We have no duty to purchase a bond in an amount exceeding our limit of liability, and we have no duty to apply for or furnish these bonds;
4. up to $250 for a bail bond required because of an accident resulting in bodily injury or property damage covered under this Part I. We have no duty to apply for or furnish this bond; and
5. reasonable expenses, including loss of earnings up to $200 per day, incurred at our request.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

Coverage under this Part I, including our duty to defend, will not apply to any insured person for:

1. bodily injury or property damage arising out of the ownership, maintenance or use of any vehicle or trailer while being used:
   a. to carry persons or property for compensation or a fee;
   b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food;
   c. for ride-sharing activity.

   This exclusion does not apply to shared-expense car pools;
2. any liability assumed under any contract or agreement by you, a relative, or a listed driver;
3. bodily injury to an employee of that insured person arising out of or within the course of employment. This exclusion does not apply to domestic employees if benefits are neither paid nor required to be provided under workers’ compensation, disability benefits, or similar laws;
4. bodily injury or property damage arising out of an accident involving any vehicle while being maintained or used by a person while employed or engaged in any auto business. However, if no other liability insurance with limits at least as great as the minimum statutory limits applies to the accident, this exclusion applies only to the damages that are in excess of the minimum statutory limits. This exclusion does not apply to you, a relative, a listed driver, or an agent or employee of you, a relative, or a listed driver, when using a covered auto;
5. bodily injury or property damage resulting from, or sustained during practice or preparation for:
   a. any pre-arranged or organized racing, stuntng, speed or demolition contest or activity; or
   b. any driving activity conducted on a permanent or temporary racetrack or race course;
6. bodily injury or property damage due to a nuclear reaction or radiation;
7. bodily injury or property damage for which insurance:
   a. is afforded under a nuclear energy liability insurance contract; or
   b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
9. bodily injury or property damage caused by an intentional act of that insured person, or at the direction of that insured person, even if the actual injury or damage is different than that which was intended or expected. However,
this exclusion applies only to the damages that are in excess of the minimum statutory limits of liability coverage;

10. property damage to any property owned by, rented to, bailed to, or being transported by, that insured person. This exclusion does not apply to a rented residence or a rented garage;

11. bodily injury or property damage arising out of the ownership, maintenance or use of any vehicle owned by you or furnished or available for your regular use, other than a covered auto for which this coverage has been purchased;

12. bodily injury or property damage arising out of the ownership, maintenance or use of any vehicle owned by a relative or a listed driver or furnished or available for the regular use of a relative or a listed driver, other than a covered auto for which this coverage has been purchased. This exclusion does not apply to your maintenance or use of such vehicle;

13. bodily injury or property damage arising out of your, a relative’s, or a listed driver’s use of a vehicle, other than a covered auto, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;

14. bodily injury or property damage arising out of the use of a covered auto while leased or rented to others or given in exchange for any compensation. This exclusion does not apply to the operation of a covered auto by you, a relative, or a listed driver;

15. punitive or exemplary damages;

16. bodily injury or property damage caused by, or reasonably expected to result from, a criminal act or omission of that insured person. This exclusion applies regardless of whether that insured person is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations;

17. bodily injury or property damage arising out of the use of any vehicle while being used in connection with a personal vehicle sharing program; or

18. bodily injury or property damage resulting from the use of a covered auto by an excluded driver.

LIMITS OF LIABILITY

The limit of liability shown on the declarations page for liability coverage is the most we will pay regardless of the number of:

1. claims made;
2. covered autos;
3. insured persons;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If your declarations page shows a split limit:

1. the amount shown for “each person” is the most we will pay for all damages due to bodily injury to one person resulting from any one accident;

2. 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; and

3. the amount shown for “property damage” is the most we will pay for the total of all property damage resulting from any one accident.

The “each person” limit of liability applies to the total of all claims made for bodily injury to a person and all claims of others derived from such bodily injury, including, but not limited to, emotional injury or mental anguish resulting from the bodily injury of another or from witnessing the bodily injury to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the declarations page shows that “combined single limit” or “CSL” applies, the amount shown is the most we will pay for the total of all damages resulting from any one accident. However, without changing this limit of liability, we will comply with any law that requires us to provide any separate limits.

No one is entitled to duplicate payments for the same elements of damages. Any payment to a person under this Part I will be reduced by any payment to that person under Part III—Uninsured/Underinsured Motorist Coverage.

The amount of damages that may be recovered for bodily injury under this Part I will be reduced by all sums paid under Part II—Personal Injury Protection Coverage for the same element of damages.

If multiple auto policies issued by us are in effect for you, we will pay no more than the highest limit of liability for this coverage available under any one policy.

An auto and attached trailer are considered one auto. Therefore, the limits of liability will not be increased for an accident involving an auto that has an attached trailer.
FINANCIAL RESPONSIBILITY LAWS
When we certify this policy as proof of financial responsibility, this policy will comply with the law to the extent required. The insured person must reimburse us if we make a payment that we would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE
If there is any other applicable liability insurance or bond, we will pay only our share of the damages. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle or trailer, other than a covered auto, or a vehicle owned by an auto business, will be excess over any other collectible insurance, self-insurance, or bond.

OUT-OF-STATE COVERAGE
If an accident to which this Part I applies occurs in any state, territory or possession of the United States of America or any province or territory of Canada, other than the one in which a covered auto 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 limits; or
2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses an auto 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.
PART II—PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT
If you pay the premium for this coverage, we will pay for:

1. medical expenses;
2. work loss;
3. special damage allowance;
4. funeral expenses; and
5. survivor loss;

if an insured person sustains bodily injury:

1. caused by an accident; and
2. arising out of the ownership, operation, maintenance, or use of a motor vehicle.

ADDITIONAL DEFINITIONS
When used in this Part II:

1. “Funeral expenses” means funeral, burial or cremation expenses incurred.

2. “Insured person” means:
   a. you or any relative;
   b. any other person sustaining bodily injury while:
      (i) occupying a covered auto with your express or implied permission; or
      (ii) a pedestrian if the accident occurs in the State of Utah and involves a covered auto.

3. “Medical expenses” means the reasonable value of all expenses for necessary medical, surgical, X-ray, dental, ambulance, hospital, nursing, and rehabilitation services, including prosthetic devices. Medical expenses also include the reasonable value of expenses for any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.

4. “Motor vehicle” means any self-propelled vehicle that is designed for use upon a highway, including trailers and semi-trailers designed for use with other motorized vehicles. It does not include traction engines, road rollers, farm tractors, tractor cranes, power shovels, well drillers, or any vehicle that is propelled by electric power obtained from overhead wires but not rails.

5. “Reasonable value” means the amount of medical expenses determined to be reasonable by the Utah Insurance Commissioner’s most recent relative value study of services and accommodations for the diagnosis, care, recovery, or rehabilitation of an injured person.

6. “Special damage allowance” means the payment for services actually rendered or expenses reasonably incurred for services that, but for the bodily injury sustained in the accident, the insured person would have performed for the benefit of his or her household. No payment under the special damage allowance shall be made with respect to the first three days following the date of injury unless the inability of the insured person to perform such services continues for more than two consecutive weeks.

7. “Survivor loss” means compensation on account of the death of an insured person, payable to the heirs of that insured person.

8. “Work loss” means loss of gross income and earning capacity resulting from the inability of an insured person to work because of bodily injury sustained in the accident. No payment for work loss shall be made with respect to the first three days following the date of disability unless the disability continues for more than two consecutive weeks.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II.

Coverage under this Part II does not apply to bodily injury sustained by:

1. you, a relative, or a listed driver while occupying a motor vehicle owned by you or furnished or available for your regular use, other than a covered auto;
2. you, a relative, or a listed driver while occupying a motor vehicle owned by a relative or furnished or available for the regular use of a relative, other than a covered auto;
3. any person while occupying a motorcycle, trailer or semi-trailer;
4. any person while occupying a covered auto without your express or implied permission or while not in lawful possession of a covered auto;
5. any person while committing a felony;
6. any person if caused intentionally by that person;
7. any person arising out of the use of any motor vehicle while located for use as a residence or premises;
8. any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of these;
9. any person due to bodily injury resulting from radioactive, toxic, explosive, or other hazardous properties of nuclear materials; or
10. any person while occupying a covered auto while it is being used for ride-sharing activity.

LIMITS OF LIABILITY
The limit of liability shown on the declarations page is the most we will pay for medical expenses under this Part II with respect to bodily injury sustained by any one person in any one accident.

The limit of liability under this Part II with respect to bodily injury sustained by any one person in any one accident, other than for medical expenses, shall be as follows:
1. payment for funeral expenses shall not exceed $1,500;
2. payment for survivor loss shall not exceed $3,000;
3. payment for work loss shall not exceed the lesser of $250 per week or 85 percent of any loss of gross income and earning capacity for a maximum of 52 consecutive weeks from the date of disability; and
4. payment for the special damage allowance shall be limited to $20 per day for a maximum of 365 days.

The limit of liability is the most we will pay under this Part II with respect to bodily injury sustained by any one insured person in any one accident, regardless of the number of:
1. claims made;
2. covered autos;
3. insured persons;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

Any amount payable under this Part II shall be reduced by:
1. any amounts which an insured person receives or is entitled to receive under any workers’ compensation plan or similar statutory plan; and
2. any amounts which an insured person receives or is entitled to receive from the United States or any of its agencies because the insured person is on active duty in the military service.

WORK LOSS WAIVER OPTION
If you waive payment for work loss, then no payment shall be made under this Part II for any loss of gross income and earning capacity resulting from your or your spouse’s inability to work because of bodily injury sustained in an accident.

OTHER INSURANCE
Any insurance we provide under this Part II shall be excess over any similar insurance or self-insurance covering the motor vehicle in use at the time of the accident.

If an insured person is entitled to coverage under more than one policy providing personal injury protection coverage or similar coverage, the most an insured person may recover shall not exceed the amount payable under the policy with the highest dollar limit. We will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.

No one shall be entitled to any payment under this Part II which would duplicate any amounts paid or payable under any other policy providing personal injury protection coverage or similar coverage.

ARBITRATION
If we and an insured person cannot agree on the amount payable under this Part II, then we or the insured person may elect to resolve the claim by submitting the claim to binding arbitration or through litigation.

If arbitration is elected by you or us, unless both parties agree otherwise, the arbitration will be governed by the rules and procedures set forth by Utah law relating to such claims.

We and an insured person may agree to an alternate form of arbitration.
PART III—UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT—UNINSURED MOTORIST BODILY INJURY COVERAGE
If you pay the premium for this coverage, we will pay for damages that an insured person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury:
1. sustained by an insured person;
2. caused by an accident; and
3. arising out of the ownership, maintenance or use of an uninsured motor vehicle.

INSURING AGREEMENT—UNDERINSURED MOTORIST BODILY INJURY COVERAGE
If you pay the premium for this coverage, we will pay for damages that an insured person is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury:
1. sustained by an insured person;
2. caused by an accident; and
3. arising out of the ownership, maintenance, or use of an underinsured motor vehicle.

We will pay under this Part III only after the limits of liability under all applicable liability bonds and policies have been exhausted by payment of judgments or settlements.

INSURING AGREEMENT—UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE
If you pay the premium for this coverage, we will pay for damages that an insured person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage:
1. to a covered auto listed on the declarations page as a vehicle for which Uninsured Motorist Property Damage Coverage is provided;
2. caused by an accident; and
3. arising out of the ownership, maintenance or use of an uninsured motor vehicle.

You, or someone on your behalf, must notify us, or one of our agents, of any accident resulting in property damage within 10 days from the date of the accident.

CONSENT REQUIREMENT
Any judgment or settlement for damages against an owner or operator of an uninsured motor vehicle or underinsured motor vehicle that arises out of a lawsuit brought without our written consent is not binding on us.

ADDITIONAL DEFINITIONS
When used in this Part III:
1. “Insured person” means:
   a. you, a relative, your dependent minor children, or a listed driver;
   b. any person while operating a covered auto with the permission of you, a relative, or a listed driver;
   c. any person occupying, but not operating, a covered auto; and
   d. any person who is entitled to recover damages covered by this Part III because of bodily injury sustained by a person described in a., b. or c. above.

2. “Property damage” means physical damage to, or destruction of a covered auto. It does not include loss of use of the covered auto.

3. “Underinsured motor vehicle” means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident, but the sum of all applicable limits of liability for bodily injury is less than the damages that the injured insured person is legally entitled to recover from the owner or operator of such vehicle.

An underinsured motor vehicle does not include any vehicle or equipment:
   a. owned or leased by you or a relative;
   b. that is a covered auto; or
   c. that is an uninsured motor vehicle.

4. “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:
   a. to which no liability bond or policy applies at the time of the accident;
   b. to which a liability bond or policy applies at the time of the accident, but the bonding or insuring company:
      (i) disputes coverage for more than 60 days; or
      (ii) is or becomes insolvent and the claim is not paid by a guaranty association or fund;
   c. to which a liability bond or policy applies at the time of the accident, but its limits of liability are less than the
minimum statutory limits for bodily injury or property damage; or
d. whose owner or operator cannot be identified and which causes an accident resulting in bodily injury or property
damage, provided that the insured person, or someone on his or her behalf, reports the accident to the police or
civil authority within 24 hours or as soon as practicable after the accident. If there is no physical contact with the
uninsured motor vehicle, Uninsured Motorist Bodily Injury Coverage shall not apply unless the insured person
proves the existence of such vehicle by clear and convincing evidence consisting of more than just the testimony of an
insured person. Uninsured Motorist Property Damage Coverage shall not apply unless there is actual
physical contact with the uninsured motor vehicle.

An uninsured motor vehicle does not include any vehicle or equipment:
   a. owned by you, a relative, or a listed driver or furnished or available for the regular use of you, a relative, or a
      listed driver;
   b. owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes
      insolvent;
   c. owned by any governmental unit or agency;
   d. operated on rails or crawler treads;
   e. designed mainly for use off public roads, while not on public roads;
   f. while located for use as a residence or premises;
   g. that is a covered auto; or
   h. that is an underinsured motor vehicle.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE
WILL NOT BE AFFORDED UNDER THIS PART III.

Coverage under this Part III will not apply:
1. to bodily injury sustained by any person while using or occupying:
   a. a covered auto while being used:
      (i) to carry persons or property for compensation or a fee;
      (ii) for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines,
          newspapers, mail or food; or
      (iii) for ride-sharing activity.
           This exclusion does not apply to shared-expense car pools; or
   b. a motor vehicle that is owned by or available for the regular use of you, a relative, or a listed driver.
      This exclusion does not apply to a covered auto that is insured under this Part III;
2. to bodily injury sustained by you, a relative, or a listed driver while using any vehicle, other than a covered auto,
   without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
3. to bodily injury sustained by any person:
   a. while exercising unauthorized control over a vehicle without the consent of the owner and with the intent to
temporarily deprive the owner of possession of the vehicle;
   b. who, as a passenger in a vehicle, has knowledge that the vehicle is being operated in a manner described in
      subsection a. above; or
   c. while committing a felony.
   However, this exclusion does not apply:
      (i) to medical expenses or funeral expenses sustained by an insured person who is under 18 years of age; or
      (ii) to bodily injury sustained by an insured person who is a law enforcement officer, as defined by Utah
           Code 1953 §53-13-103, while injured within the course and scope of his or her law enforcement duties;
4. directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
   a. workers’ compensation law;
   b. disability benefits law;
5. to any punitive or exemplary damages;
6. to bodily injury sustained by any person if that person or the legal representative of that person settles without our
   written consent;
7. to bodily injury arising out of the use of any vehicle while being used in connection with a personal vehicle sharing
   program; or
8. for property damage:
   a. if there is no actual physical contact between the covered auto and the uninsured motor vehicle;
   b. if the owner, operator, and license plate number of the uninsured motor vehicle are unidentified;
   c. sustained while a covered auto is being used:
      (i) to carry persons or property for compensation or a fee;
      (ii) for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines,
          newspapers, mail or food; or
(iii) for ride-sharing activity.
This exclusion does not apply to shared-expense car pools;
d. sustained while a covered auto is being used during practice or preparation for:
   (i) any pre-arranged or organized racing, stunting, speed or demolition contest or activity; or
   (ii) any driving activity conducted on a permanent or temporary racetrack or racecourse;
e. sustained while using or occupying a covered auto for which insurance:
   (i) is afforded under a nuclear energy liability insurance contract; or
   (ii) would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion
       of its limit of liability;
f. to a trailer; or
g. to property damage arising out of the use of any vehicle while being used in connection with a personal vehicle
   sharing program.

LIMITS OF LIABILITY
The limit of liability shown on the declarations page for Uninsured/Underinsured Motorist Coverage is the most we will pay
regardless of the number of:
1. claims made;
2. covered autos;
3. insured persons;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If your declarations page shows a split limit:
1. the amount shown for “each person” is the most we will pay for all damages due to bodily injury to one person;
2. 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; and
3. the amount shown for “property damage” is the most we will pay for the aggregate of all property damage caused by
   any one accident.

The “each person” limit of liability includes the total of all claims made for bodily injury to an insured person and all claims
of others derived from such bodily injury, including, but not limited to, emotional injury or mental anguish resulting from the
bodily injury of another or from witnessing the bodily injury to another, loss of society, loss of companionship, loss of
services, loss of consortium, and wrongful death.

If the declarations page shows that “combined single limit” or “CSL” applies, the amount shown is the most we will pay
for the total of all bodily injury damages resulting from any one accident. However, without changing this total limit of liability,
we will comply with any law that requires us to provide any separate limits.

The amount of damages that may be recovered for bodily injury under this Part III will be reduced by all sums:
1. paid because of bodily injury by or on behalf of any persons or organizations that may be legally responsible;
2. paid under Part I—Liability To Others; and
3. paid or payable because of bodily injury under any of the following or similar laws:
   a. workers’ compensation law; or
   b. disability benefits law.

The amount of damages that may be recovered for property damage under this Part III will be reduced by all sums paid
because of property damage by or on behalf of any persons or organizations that may be legally responsible, including,
but not limited to, all sums paid under Part I—Liability To Others.

The limit of liability for property damage to a covered auto is the lowest of:
1. the actual cash value of the covered auto at the time of the accident;
2. the amount necessary to replace the covered auto;
3. the amount necessary to repair the covered auto to its pre-loss condition; and
4. the limit of liability shown on the declarations page for Uninsured Motorist Property Damage.

Payments for property damage under this Part III are subject to the following provisions:
1. any amount payable under this Part III for property damage shall be subject to the deductible shown on the
   declarations page; and
2. no more than one deductible shall be applied to property damage arising out of any one accident.
We will not pay under this Part III any expenses paid or payable under Part II—Personal Injury Protection Coverage.

We will not pay under this Part III for any property damage to a covered auto paid or payable under Part IV—Damage To A Vehicle.

No one will be entitled to duplicate payments for the same elements of damages.

If multiple auto policies issued by us are in effect for you, we will pay no more than the highest limit of liability for this coverage available under any one policy.

OTHER INSURANCE
If there is other applicable uninsured or underinsured motorist coverage, we will pay only our share of the damages. Our share is the proportion that our limit of liability bears to the total of all available coverage limits. However, any insurance we provide for bodily injury or property damage under this Part III shall be excess over any other uninsured or underinsured motorist coverage, except for bodily injury sustained by:

a. you or a relative when occupying a covered auto;

b. any other person when occupying a covered auto; or

c. an insured person who is:

(i) a dependent minor of parents who reside in separate households; and

(ii) injured while occupying or using a motor vehicle that is not owned by the insured person, or a resident parent or resident sibling of the insured person.

If an insured person sustains bodily injury while using or occupying a motor vehicle that is not owned by an insured person, the spouse of an insured person, or a resident parent or resident sibling of an insured person, such injured person is entitled to the highest uninsured motorist coverage or underinsured motorist coverage limits applicable to any one motor vehicle covered under a policy insuring the injured person as a named insured or as an insured family member. We will not pay for any damages that would duplicate any payment made for damages under other insurance.

ARBITRATION
If we and an insured person cannot agree on:

1. the legal liability of the operator or owner of an uninsured motor vehicle or underinsured motor vehicle; or

2. the amount of the damages sustained by the insured person;

we or the insured person may elect to resolve the claim by submitting the claim to binding arbitration or through litigation. If arbitration is elected by you or us, unless both parties agree otherwise, the arbitration, will be governed by the rules and procedures set forth in the Utah Insurance Code Title 31A relating to arbitration of uninsured and underinsured motor vehicle claims.

We and an insured person may agree to an alternate form of arbitration.
PART IV—DAMAGE TO A VEHICLE

INSURING AGREEMENT—COLLISION COVERAGE

If you pay the premium for this coverage, we will pay for sudden, direct and accidental loss to a covered auto, including an attached trailer and its custom parts or equipment, resulting from collision.

In addition, we will pay the reasonable cost to replace any child safety seat damaged in an accident to which this coverage applies.

If the covered auto cannot be driven from the scene of the loss, we will pay the reasonable costs to transport the covered auto from the scene of the loss to a body shop or a storage facility for safe keeping; provided you tell us the location of the covered auto within two (2) days of the loss. Failure to tell us within two (2) days of the loss will limit any covered storage or associated fees to a maximum of $300.

INSURING AGREEMENT—COMPREHENSIVE COVERAGE

If you pay the premium for this coverage, we will pay for sudden, direct and accidental loss to a covered auto, including an attached trailer and its custom parts or equipment that is not caused by collision.

A loss not caused by collision includes:
1. contact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny;
8. windstorm, hail, water or flood; or
9. breakage of glass not caused by collision.

INSURING AGREEMENT—CUSTOM PARTS OR EQUIPMENT COVERAGE

We will pay for sudden, direct and accidental loss to custom parts or equipment on a covered auto for which this coverage has been purchased. This coverage applies only if you have purchased both Comprehensive Coverage and Collision Coverage for that covered auto and the loss is covered under one of those coverages. Custom parts or equipment must be scheduled on the application for insurance, with a detailed description and value for each item, and additional premiums paid, with the sum total value and premium for each covered autos custom parts or equipment listed on the declarations page at the time of loss.

INSURING AGREEMENT—RENTAL REIMBURSEMENT COVERAGE

We will reimburse rental charges incurred when you rent an auto from a rental agency or auto repair shop due to a loss to a covered auto for which Rental Reimbursement Coverage has been purchased. This coverage applies only if you have purchased both Comprehensive Coverage and Collision Coverage for that covered auto and the loss is covered under one of those coverages.

Additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are not covered.

This coverage is limited to the each day limit shown on the declarations page for a maximum of 30 days.

If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses will apply. Rental charges will be reimbursed beginning:
1. when the covered auto cannot be driven due to a loss; or
2. if the covered auto can be driven, when you deliver the covered auto to an auto repair shop due to the loss, and ending the earliest of:
3. when the covered auto has been returned to you;
4. when the covered auto has been repaired;
5. when the covered auto has been replaced;
6. 72 hours after we make an offer to settle the loss if the covered auto is deemed by us to be a total loss; or
7. when you incur 30 days worth of rental charges.

You must provide us written proof of your rental charges to be reimbursed.

If Rental Reimbursement Coverage appears on the Declarations page, we will amend the definition of a covered auto in PART IV-DAMAGE TO A VEHICLE only, to include:
1. A covered auto also includes any auto rented by you and in the custody of or being operated by you or any listed driver provided:
   a. The rental vehicle is not owned by you, a relative, a listed driver or excluded driver; and
   b. The rental vehicle is operated within the United States, its territories or possessions, and Canada; and
   c. The rental vehicle is operated only for pleasure or commuting to and from work, while a covered auto listed on the Declarations page is inoperable as a result of a covered Comprehensive or Collision loss to which coverage applies under PART IV-DAMAGE TO A VEHICLE; and
   d. The rental vehicle is owned by a business engaged in the business of renting or leasing vehicles; and
   e. The rental vehicle is rented by you under a rental agreement with a term no longer than thirty (30) consecutive days.

   However, we will not pay for loss to, or use of, a covered auto as defined under this definition, if a rental vehicle company is precluded from recovering such loss or loss of use, from you pursuant to the provisions of any applicable rental agreement or state law.

INSURING AGREEMENT—LOAN/LEASE PAYOFF COVERAGE

If you pay the premium for this coverage, and the covered auto for which this coverage was purchased is deemed by us to be a total loss, we will pay, in addition to any amounts otherwise payable under this Part IV, the difference between:

1. the actual cash value of the covered auto at the time of the total loss; and
2. any greater amount the owner of the covered auto is legally obligated to pay under a written loan or lease agreement to which the covered auto is subject at the time of the total loss, reduced by:
   a. unpaid finance charges or refunds due to the owner for such charges;
   b. excess mileage charges or charges for wear and tear;
   c. charges for extended warranties or refunds due to the owner for extended warranties;
   d. charges for credit insurance or refunds due to the owner for credit insurance;
   e. past due payments and charges for past due payments; and
   f. collection or repossession expenses.

   However, our payment under this coverage shall not exceed the limit of liability shown on the declarations page. The limit of liability is a percentage of the actual cash value of the covered auto at the time of the loss.

This coverage applies only if you have purchased both Comprehensive Coverage and Collision Coverage for that covered auto and the loss is covered under one of those coverages.

INSURING AGREEMENT—PET INJURY COVERAGE

If you have purchased Collision coverage for at least one covered auto under your policy, and if your pet sustains injury or death while inside a covered auto at the time of a loss covered under Collision or Comprehensive coverage, we will provide:

1. up to $1,000 for reasonable and customary veterinary fees incurred by you, a relative, or a listed driver if your pet is injured in, or as a direct result of, the covered loss; or
2. a $1,000 death benefit if your pet dies in, or as a direct result of, the covered loss, less any payment we made toward veterinary expenses for your pet.

In the event of a covered loss due to the theft of a covered auto, we will provide the death benefit provided your pet is inside that auto at the time of the theft and your pet is not recovered.

ADDITIONAL DEFINITIONS

When used in this Part IV:

1. “Collision” means the upset of a vehicle or its impact with another vehicle or object.

2. “Custom parts or equipment” means equipment, devices, accessories, enhancements and changes, other than those that are offered by the manufacturer specifically for that auto model, or that are installed by the auto dealership as part of the original sale of a new auto, that:
   a. are permanently installed or attached; and
   b. alter the appearance or performance of the auto.

3. “Mechanical parts” means operational parts on a vehicle that wear out over time or have a finite useful life or duration typically shorter than the life of the vehicle as a whole. Mechanical parts do not include external crash parts, wheels, paint, or windshield and other glass.

4. “Non-owned auto” means an auto that is not owned by or furnished or available for the regular use of you, a relative, or a listed driver while in the custody of or being operated by you, a relative, or a listed driver with the permission of
the owner of the auto or the person in lawful possession of the auto.

5. “Your pet” means any dog or cat owned by you.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

Coverage under this Part IV will not apply for loss:

1. to any vehicle while being used:
   a. to carry persons or property for compensation or a fee;
   b. for retail or wholesale delivery, including, but not limited to, the pickup, transport or delivery of magazines, newspapers, mail or food; or
   c. for ride-sharing activity.
      This exclusion does not apply to shared-expense car pools;

2. to a non-owned auto:

3. to any vehicle resulting from, or sustained during practice or preparation for:
   a. any pre-arranged or organized racing, stunting, speed or demolition contest or activity; or
   b. any driving activity conducted on a permanent or temporary racetrack or racecourse;

4. to any vehicle for which insurance:
   a. is afforded under a nuclear energy liability insurance contract; or
   b. would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;

5. to any vehicle caused by an intentional act committed by or at the direction of you, a relative, a listed driver, even if the actual damage is different than that which was intended or expected;

6. to a covered auto while it is leased or rented to others or given in exchange for compensation. This exclusion does not apply to the operation of a covered auto by you, a relative, or a listed driver;

7. due to destruction or confiscation by governmental or civil authorities of any vehicle because you, any relative, or any listed driver engaged in illegal activities;

8. to any vehicle that is due and confined to:
   a. wear and tear;
   b. freezing;
   c. mechanical, electrical or electronic breakdown or failure; or
   d. road damage to tires.
      This exclusion does not apply if the damage results from the theft of a vehicle;

9. to portable equipment, devices, accessories, and any other personal effects that are not permanently installed. This includes, but is not limited to:
   a. tapes, compact discs, cassettes, DVDs, and other recording or recorded media;
   b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, DVDs, or other recording or recorded media;
   c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions; and
   d. CB radios, telephones, two-way mobile radios, DVD players, personal computers, personal digital assistants, or televisions;

10. to any vehicle for diminution of value;

11. to any vehicle caused directly or indirectly by:
    a. war (declared or undeclared) or civil war;
    b. warlike action by any military force of any government, sovereign, or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
    c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;

12. to any vehicle caused directly or indirectly by:
    a. any accidental or intentional discharge, dispersal or release of radioactive, nuclear, pathogenic or poisonous biological material; or
    b. any intentional discharge, dispersal or release of chemical or hazardous material for any purpose other than its safe and useful purpose;

13. to any vehicle caused by, or reasonably expected to result from, a criminal act or omission of you, a relative, or a listed driver. This exclusion applies regardless of whether you, the relative, or the listed driver is actually charged with or convicted of a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations;

14. to any vehicle while being used in connection with a personal vehicle sharing program;

15. to a covered auto driven by an excluded driver; or

16. to a covered auto driven by anyone other than a listed driver:
    a. who does not have a current valid license to drive the covered auto, regardless of where that person resides.
Valid means, in an active status (not expired, suspended, revoked or operating outside of its restrictions) with the DMV in which the license was issued; or
b. who is a resident of your household at the time of the accident; or
c. who is related to you by blood, marriage, adoption or guardianship, with a shared residence, custody or guardianship.

LIMITS OF LIABILITY
1. The limit of liability for loss to a covered auto is the lowest of:
   a. the actual cash value of the stolen or damaged property at the time of the loss, but not to exceed $50,000 unless specifically endorsed for a greater amount, reduced by the applicable deductible;
   b. the amount necessary to replace the stolen or damaged property, but not to exceed $50,000 unless specifically endorsed for a greater amount, reduced by the applicable deductible;
   c. the amount necessary to repair the damaged property to its pre-loss condition, but not to exceed $50,000 unless specifically endorsed for a greater amount, reduced by the applicable deductible; or
   d. the Stated Amount shown on the declarations page for that covered auto, reduced by the applicable deductible. However, the most we will pay for loss to:
      a. custom parts or equipment is the amount you purchased as indicated on the application and shown on the declarations page for that covered auto, or the actual cash value to repair or replace each item, reduced by the applicable deductible.
      b. a trailer is the limit of liability shown on the declarations page for that trailer.
         If the trailer is not shown on the declarations page, the limit of liability is $500.
2. Payments for loss to a covered auto, or custom parts or equipment are subject to the following provisions:
   a. Coverage for custom parts or equipment will not cause our limit of liability for loss to an auto under this Part IV to be increased to an amount in excess of the actual cash value of the auto, including its custom parts or equipment.
   b. In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by loss us:
      (i) will not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired and the cost of repair or replacement parts and equipment, as reasonably determined by us; and
      (ii) will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured or used, including, but not limited to:
         (a) original manufacturer parts or equipment; and
         (b) nonoriginal manufacturer parts or equipment.
   c. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1, the total cost of necessary repair or replacement may be reduced by unrepaired prior damage. Unrepaired prior damage includes broken, cracked or missing parts; rust; dents; scrapes; gouges; and peeling paint. The reduction for unrepaired prior damage is the cost of labor, parts and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the accident and that is eliminated as a result of the repair or replacement of property damaged in the loss.
   d. To determine the amount necessary to repair or replace the damaged property as referred to in subsection 1, an adjustment may be made for betterment or depreciation and physical condition on:
      (i) batteries;
      (ii) tires;
      (iii) engines and transmissions, if the engine has greater than 80,000 miles; and
      (iv) any other mechanical parts that are nonfunctioning or inoperative.
      We will not make an adjustment for the labor costs associated with the replacement or repair of these parts.
   e. The actual cash value is determined by the market value, age, and condition of the vehicle at the time the loss occurs.
   f. Any amount paid or payable to a person under this Part IV shall be reduced by any amount paid for property damage under Part III—Uninsured/Underinsured Motorist Coverage.
3. A $100 deductible will apply to a loss to window glass when the glass is repaired instead of replaced.
4. Duplicate recovery for the same elements of damages is not permitted.
5. The following additional limits of liability apply to Pet Injury coverage:
   a. The most we will pay for all damages in any one loss is a total of $1,000 regardless of the number of dogs or cats involved
   b. If your pet dies in, or as a direct result of, a covered loss, we will provide a death benefit of $1,000, less any payment we made toward veterinary expenses for your pet.
   c. No deductible shall apply to this coverage.
TOTAL LOSS
In the event that we determine your covered auto to be a total loss, you must allow us to move the covered auto to a location of our choice. We reserve the right to retain the covered auto after we determine that the covered auto is a total loss. If we ask you to release the covered auto to us and you refuse or fail to do so, we will not be responsible for any charges that accrue after that date. Should we be required to pay these charges on your behalf at a later date, the charges will be deducted from any loss payment in addition to any applicable deductible for that loss.

PAYMENT OF LOSS
We may, at our option:
1. pay for the loss in money; or
2. repair or replace the damaged or stolen property.
At our expense, we may return any recovered stolen property to you or to the address shown on the declarations page, with payment for any damage resulting from the theft. We may keep all or part of the property at the agreed or appraised value. We may settle any loss with you or the owner or lienholder of the property.

NO BENEFIT TO BAILEE
Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYABLE CLAUSE
Payment under this Part IV for a loss to a covered auto will be made according to your interest and the interest of any lienholder shown on the declarations page or designated by you. At our option, payment may be made to both jointly, or to either separately. However, if the covered auto is not a total loss, we may make payment to you and the repairer of the auto.
The lienholder’s interest will not be protected:
1. where fraud, misrepresentation, material omission, or intentional damage resulting in a denial of coverage by us has been committed by or at the direction of you or any person seeking coverage; or
2. where the loss is otherwise not covered under the terms of this policy.
If this policy is cancelled, nonrenewed or voided, the interest of any lienholder under this agreement will also terminate.

OTHER SOURCES OF RECOVERY
If other sources of recovery also cover the loss, we will pay only our share of the loss.

Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a non-owned auto, or trailer not shown on the declarations page, will be excess over any other collectible source of recovery, including, but not limited to:
1. any coverage provided by the owner of the non-owned auto or trailer;
2. any other applicable physical damage insurance; and
3. any other source of recovery applicable to the loss.

APPRaisal
If we cannot agree with you on the amount of a loss, then we or you may demand an appraisal of the loss. Within 30 days of any demand for an appraisal, each party shall appoint a competent appraiser and shall notify the other party of that appraiser’s identity. The appraisers will determine the amount of loss. If they fail to agree, the disagreement will be submitted to a qualified umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within 15 days, we or you may request that a judge of a court of record, in the county where you reside, select an umpire. The appraisers and umpire will determine the amount of loss. The amount of loss agreed to by both appraisers, or by one appraiser and the umpire, will be binding. You will pay your appraiser’s fees and expenses. We will pay our appraiser’s fees and expenses. All other expenses of the appraisal, including payment of the umpire if one is selected, will be shared equally between us and you. Neither we nor you waive any rights under this policy by agreeing to an appraisal.
PART V—ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT
If you pay the premium for this coverage, we will pay for our authorized service representative to provide the following services when necessary due to a covered emergency:

1. towing of a covered disabled auto to the nearest qualified repair facility; and
2. labor on a covered disabled auto at the place of disablement.

If a covered disabled auto is towed to any place other than the nearest qualified repair facility, you will be responsible for any additional charges incurred.

ADDITIONAL DEFINITIONS
When used in this Part V:

1. “Covered disabled auto” means a covered auto for which this coverage has been purchased that sustains a covered emergency.

2. “Covered emergency” means a disablement that is a result of:
   a. mechanical or electrical breakdown;
   b. battery failure;
   c. insufficient supply of fuel, oil, water, or other fluid;
   d. flat tire;
   e. lock-out; or
   f. entrapment in snow, mud, water or sand within 100 feet of a road or highway.

EXCLUSIONS —READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART V.
Coverage under this Part V will not apply to:

1. more than five (5) covered emergencies for any single covered auto in a six-month period;
2. the cost of purchasing parts, fluid, lubricants, fuel, or replacement keys, or the labor to make replacement keys;
3. installation of products or material not related to the disablement;
4. labor not related to the disablement;
5. labor on a covered disabled auto for any time period in excess of 60 minutes per disablement;
6. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
7. assistance with jacks, levelers, airbags or awnings;
8. labor or repair work performed at a service station, garage, or repair shop;
9. auto storage charges;
10. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
11. mounting or removing of snow tires or chains;
12. tire repair;
13. disablement that results from an intentional or willful act or action by you, a relative, or the operator of a covered disabled auto;
14. any covered auto while being used in connection with ride-sharing activity;
15. any covered auto while being used in connection with a personal vehicle sharing program; or
16. a trailer.

UNAUTHORIZED SERVICE PROVIDER
When service is rendered by a provider in the business of providing roadside assistance and towing services, other than one of our authorized service representatives, we will pay only reasonable charges up to $50, as determined by us, for:

1. towing of a covered disabled auto to the nearest qualified repair facility; and
2. labor on a covered disabled auto at the place of disablement;

which is necessary due to a covered emergency.

OTHER INSURANCE
Any coverage provided under this Part V for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.
PART VI—DUTIES IN CASE OF AN ACCIDENT OR LOSS

For coverage to apply under this policy, you or the person seeking coverage must promptly report each accident or loss even if you or the person seeking coverage is not at fault. You or the person seeking coverage must provide us with all accident or loss information, including time, place, and how the accident or loss happened. You or the person seeking coverage must also obtain and provide us the names and addresses of all persons involved in the accident or loss, the names and addresses of any witnesses, and the license plate numbers of the vehicles involved.

If you or the person seeking coverage cannot identify the owner or operator of a vehicle involved in the accident, or if theft or vandalism has occurred, you or the person seeking coverage must notify the police within 24 hours or as soon as practicable.

Notice of loss given to any of our authorized agents is notice to us if it sufficiently identifies the policy. Failure to give notice or to file any proof of loss within the time period required by this policy does not invalidate a claim if the insured person submitting the claim:
1. proves to us that it was not reasonably possible to give the notice when required; and
2. provides the notice or proof of loss as soon as reasonably possible.

A person seeking coverage must:
1. cooperate with us in any matter concerning a claim or lawsuit;
2. provide any written proof of loss we may reasonably require;
3. allow us to take signed and recorded statements, including sworn statements and examinations under oath, which we may conduct outside the presence of you or any other person seeking coverage, and answer all reasonable questions we may ask as often as we may reasonably require;
4. promptly call to notify us about any claim or lawsuit and send us any and all legal papers relating to the claim or suit;
5. attend hearings and trials as we require;
6. take reasonable steps after a loss to protect the covered auto, or any other vehicle, for which coverage is sought, from further loss. We will pay reasonable expenses incurred in providing that protection, subject to the reporting requirements under Part IV-DAMAGE TO A VEHICLE, INSURING AGREEMENT-COLLISION COVERAGE. If failure to provide such protection results in further loss, any additional damages will not be covered under this policy;
7. allow us to have the damaged covered auto, or any other damaged vehicle for which coverage is sought, inspected and appraised before its repair or disposal;
8. submit to medical examinations at our expense by doctors we select as often as we may reasonably require; and
9. authorize us to obtain medical and other records.
PART VII—GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY
This policy applies only to accidents and losses occurring during the policy period shown on the declarations page and that occur within a state, territory or possession of the United States of America, or a province or territory of Canada, or while a covered auto is being transported between their ports.

CHANGES
This policy contract, your insurance application (which is made a part of this policy as if attached hereto), the declarations page, and all endorsements to this policy issued by us, contain all the agreements between you and us.

Subject to the following, the terms of this policy may not be changed or waived except by an endorsement issued by us. The premium for this policy is based on information we received from you and other sources. You agree to cooperate with us in determining if this information is correct and complete, and to promptly notify us if it changes during the policy period. If this information is determined by us to be incorrect, incomplete, or if it changes during the policy period, you agree that we may adjust your policy information and premium accordingly. Changes that may result in a premium adjustment are contained in our rates and rules. These include, but are not limited to, you, a relative, or a listed driver obtaining a driver’s license or operator’s permit, or changes in:

1. the number, type or use classification of covered autos;
2. the persons who regularly operate a covered auto;
3. the persons of legal driving age residing in your household;
4. the residents in your household;
5. an operator’s marital status;
6. your mailing address and your residence address;
7. the principal garaging address of any covered auto;
8. coverage, deductibles, or limits of liability; or
9. rating territory or discount eligibility.

The coverage provided in your policy may be changed only by the issuance of a new policy or an endorsement by us. However, if during the policy period we broaden any coverage afforded under the current edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date the coverage change is implemented in your state. If you ask us to delete a vehicle from this policy, no coverage will apply to that vehicle as of the date and time you ask us to delete it.

DUTY TO REPORT CHANGES
You must promptly report to us all changes, including additions and deletions, in policy information. This includes, but is not limited to, changes in:

1. your mailing address or your residence address;
2. the principal garaging address of any covered auto;
3. the residents in your household;
4. the persons of legal driving age residing in your household;
5. the persons who regularly operate a covered auto;
6. an operator’s marital status; or
7. the driver’s license or operator’s permit status of you, a relative, or a listed driver.

SETTLEMENT OF CLAIMS
We may use estimating, appraisal, or injury evaluation systems to assist us in adjusting claims under this policy and to assist us in determining the amount of damages, expenses, or loss payable under this policy. Such systems may be developed by us or a third party and may include computer software, databases, and specialized technology.

TERMS OF POLICY CONFORMED TO STATUTES
If any provision of this policy fails to conform to the statutes of the state listed on your application as your residence, the provision shall be deemed amended to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on your application as your residence.

TRANSFER OF INTEREST
The rights and duties under this policy may not be transferred to another person without our written consent. However, if a named insured shown on the declarations page dies, this policy will provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such, and for persons covered under this policy on the date of the named insured’s death.
FRAUD OR MISREPRESENTATION
Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. If you:
1. make incorrect statements or representations to us with regard to any material fact or circumstance;
2. conceal or misrepresented any material fact or circumstance; or
3. engage in fraudulent conduct;
in connection with a requested change we may cancel the policy or reform it as it existed immediately prior to the requested change. We may do this at any time, including after the occurrence of an accident or loss.

We may deny coverage for an accident or loss if you, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation, or fraudulent conduct was material to a risk we assumed.

We may deny coverage for an accident or loss if you or a person seeking coverage has concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

PAYMENT OF PREMIUM AND FEES
If your initial premium payment is by check, draft, electronic funds transfer, or similar form of remittance, coverage under this policy is conditioned on payment to us by the financial institution. If the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, this policy may, at our option, be deemed void from its inception. This means we will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, electronic funds transfer, or similar form of remittance had been honored by the financial institution. Any action by us to present the remittance for payment more than once shall not affect our right to void this policy.

In addition to premium, fees may be charged on your policy. We may charge fees for installment payments, late payments, and other transactions. Payments made on your policy will be applied first to fees, then to premium due.

CANCELLATION
You may cancel this policy during the policy period by calling or writing us and stating the future date you wish the cancellation to be effective.

We may cancel this policy during the policy period by mailing a notice of cancellation to the named insured shown on the declarations page at the last known address appearing in our records.

We will give at least 10 days notice of cancellation if:
1. we cancel during the first 59 days of the initial policy period; or
2. the policy is cancelled for nonpayment of premium.

We will give at least 30 days notice of cancellation in all other cases.

We may cancel this policy for any reason if the notice is mailed within the first 59 days of the initial policy period. After this policy is in effect for more than 59 days, or if this is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
1. nonpayment of premium;
2. material misrepresentation or fraud by you with respect to any material fact in the procurement, continuation, change or renewal of this policy;
3. material misrepresentation or fraud in the submission of any claim under this policy;
4. loss of driving privileges through suspension or revocation of an operator’s license issued to you, any driver in your household, or any regular operator of a covered auto;
5. substantial change in the risk assumed, unless we should have foreseen the change or contemplated the risk when the policy was issued;
6. you have substantially breached your duties or any conditions under this policy; or
7. any other reason permitted by law.

Proof of mailing will be sufficient proof of notice. If this policy is cancelled, coverage will not be provided as of the effective date and time shown in the notice of cancellation. For purposes of cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverages for all persons and all vehicles.

CANCELLATION REFUND
Upon cancellation, you may be entitled to a premium refund. However, our making or offering of a refund is not a condition
of cancellation. If this policy is cancelled, any refund due will be computed on a daily pro rata basis.

NONRENEWAL
If neither we nor one of our affiliates offers to renew or continue 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. Proof of mailing will be sufficient proof of notice. Notice will be mailed at least 30 days before the end of the policy period.

AUTOMATIC TERMINATION
If we or an affiliate offers to renew or continue this policy and you or your representative does not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due will mean that you have not accepted our offer.

If you obtain other insurance on a covered auto, any similar insurance provided by this policy will terminate as to that covered auto on the effective date of the other insurance.

If a covered auto is sold or transferred to someone other than you or a relative, any insurance provided by this policy will terminate as to that covered auto on the effective date of the sale or transfer.

LEGAL ACTION AGAINST US
We may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against us by you, a relative, or any other insured person following an accident, for an alleged breach of our obligations under this policy, must be commenced within three years after the occurrence of the accident or loss.

We may not be sued for payment under Part I—Liability To Others until the obligation of an insured person under Part I to pay is finally determined either by judgment after trial against that person or by written agreement of the insured person, the claimant, and us. No one will have any right to make us a party to a lawsuit to determine the liability of an insured person.

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

OUR RIGHTS TO RECOVER PAYMENT
We are entitled to the rights of recovery that the insured person to whom payment was made has against another, to the extent of our payment. That insured person may be required to sign documents related to the recovery and must do whatever else we require to help us exercise those recovery rights, and do nothing after an accident or loss to prejudice those rights.

When an insured person has been paid by us under Part I—Liability To Others, Part III—Uninsured/Underinsured Motorist Coverage, or Part IV—Damage To A Vehicle, and also recovers from another, the amount recovered will be held by the insured person in trust for us and reimbursed to us to the extent of our payment. If we are not reimbursed, we may pursue recovery of that amount directly against that insured person.

If an insured person recovers from another without our written consent, the insured person's right to payment under any affected coverage will no longer exist.

If we elect to exercise our rights of recovery against another, we will also attempt to recover any deductible incurred by an insured person under this policy unless we are specifically instructed by that person not to pursue the deductible. We have no obligation to pursue recovery against another for any loss not covered by this policy.

We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. We also reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery.

If the total recovery is less than the total of our payment and the deductible, we will reduce reimbursement of the deductible based on the proportion that the actual recovery bears to the total of our payment and the deductible. A proportionate share of collection expenses and attorney fees incurred in connection with these recovery efforts will also reduce reimbursement of the deductible.

These provisions will be applied in accordance with state law.

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

BANKRUPTCY
The bankruptcy or insolvency of an insured person will not relieve us of any obligations under this policy.