

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; or
 - 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, stunting, 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; or
 - 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 windshields 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 misrepresent 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.