

WESTERN GENERAL INSURANCE COMPANY

A.M. Best #: 003560 NAIC #: 27502 FEIN #: 952773313
5230 Las Virgenes Road Suite 100, Calabasas, CA 91302

Administrated By: Sun Coast General Insurance Agency, Inc.
PO Box 30750, Laguna Hills, CA 92654-0750

Customer Service: 800-300-8838
Claims: 866-601-4726

COLORADO Personal Automobile Policy

Warning: Any person, who knowingly and intentionally presents or prepares any written statement as part or in support of an application, policy or claim for payment or another benefit which the person knows to contain materially false information; or knowingly and with intent to defraud or mislead conceals information concerning any material fact, may be guilty of insurance fraud. It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

Important: Please read your policy carefully as it contains language that may restrict or exclude coverage. The policy specifically addresses who may use your vehicle and under what conditions coverage will be afforded. In most cases, only those individuals shown on the Declarations Page or endorsed on the policy prior to a loss are afforded coverage. This policy covers only the car insured and shown on the Declarations Page.

POLICY AGREEMENT

This Personal Auto Policy is a binding contract between **you** and **us**. The contract includes the Declarations Page, endorsements, the application, the Personal Auto Policy and all attachments. If **your** premium payment is paid, **we** will insure you subject to the terms of this policy. The Declarations Page shows a premium for each type of coverage purchased. The selected coverages in this policy apply only to occurrences while the policy is in force.

IN CASE OF ACCIDENT

Notice of Accident or Loss

In the event of an accident or **loss**, notice must be given to **us** promptly. The notice must give the time, place, and circumstances of the accident or **loss**, including the names and addresses of injured persons and witnesses.

Other Duties

A Person or organization claiming any coverage under this policy must also:

1. Cooperate with **us** and assist **us** in any matter concerning a claim or suit.
2. Notify us promptly. You or someone on your behalf must notify us within thirty (30) days, or as soon as practicable, by calling our claims office during business hours. The notice must give the time, place and circumstances of the accident or loss, the license plate numbers of the vehicles involved, and the names addresses of injured persons and witnesses. Failure to promptly report a loss or accident to **us** may jeopardize **your** coverage under this policy.
3. Provide **us** access, as **we** may reasonably require, to the recorded data contained within the insured autos event data recorder (EDR), global positioning system (GPS) or similar device, in connection with any matter concerning an accident, claim or suit.
4. Send **us** promptly any legal papers received relating to any claim or suit.
5. Submit to physical and mental examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
6. Authorize **us** to obtain medical and other records.
7. Provide any written proofs of **loss we** require.
8. Submit to examinations under oath by any person named by **us**, as often as may reasonably be required, at any reasonable time and place that **we** so designate.

A person claiming Uninsured Motorist Coverage must also notify the police within 24 hours of the accident if a hit-and-run driver is involved.

A person or organization claiming Car Damage Coverage must also:

1. Take reasonable steps after **loss** to protect the vehicle and its equipment from further **loss**. **We** will pay reasonable expenses incurred in providing that protection.
2. Promptly report the theft of the vehicle or insured equipment to the police.
3. Allow **us** to inspect and appraise the damaged vehicle or its damaged parts, before its repair or disposal.
4. Include in the notice of accident or **loss** a statement listing **your** interest and interests of all others in the vehicle, any encumbrances on the vehicle (such as a lien or mortgage) and a description (including amounts) of all other insurance covering the vehicle.
5. Allow **us** to examine **your insured car** and provide **us** with all pertinent records and sales invoices.

AGREEMENT

We agree with **you** in return for **your** premium payment, to insure **you** subject to all the terms of this policy. **We** will insure **you** for your coverages and the limits of liability for which premium is shown in the Declarations of this policy, subject to all the terms of this policy.

Definitions Used Throughout This Policy

As used throughout this policy and shown in bold print.

1. **"We", "us", and "our"** mean the Company providing this insurance.
2. **"You" and "your"** mean the Policyholder named in the Declarations.
3. **"Bodily injury"** means bodily injury to or sickness, disease or death of any person. **Bodily injury** does not include any sexually transmitted disease.
4. **"Property damage"** means damage to or destruction of tangible property, including loss of its use.
5. **"Your insured car"** means:
 - a. Any **private passenger car, utility car or utility trailer** described on the Declarations page and any vehicle you own which replaces a vehicle described on the Declarations page. 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-CAR DAMAGE**, 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-CAR DAMAGE**, such coverage may be added, but the replacement auto will have no coverage under **PART IV-CAR DAMAGE** until **you** notify **us** of the replacement auto and ask **us** to add the coverage. 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.

- b. Any additional **Private passenger car** of which you acquire ownership during the policy period provided we insured all your other vehicles and:
 - i. For coverage to apply under **PART I, II, or III**, you must notify us within five (5) days of its acquisition.
 - ii. For coverage to apply under **PART IV – CAR DAMAGE**, you must have notified **us** of **your** intent to insure the additional **private passenger car** prior to the loss.
- c. Any **utility trailer** you own. **PART IV – CAR DAMAGE** does not apply to any **utility trailer**.

However, **your insured car** does not mean a vehicle used in business or commercial activities unless that use is disclosed and the policy has been endorsed to provide the coverage under those circumstances, prior to the loss.

- 6. **“Listed driver”** means a person shown on the Declarations page that **you** declare to be an operator of **your insured car**. An excluded driver is never a **listed driver**.
- 7. **“Occupying”** means in, on, getting into or out of.
- 8. **“Private passenger car”** means a four-wheel car of the private passenger type, and meant for use on public roadways.
- 9. **“Relative”** means a person living in your household related to you by blood, marriage or adoption, including a ward or foster child, whether or not temporarily living elsewhere. **Relative** includes a minor under **your** guardianship who lives in **your** household. Any relative who is of legal driving age must be listed on the application or endorsed on the policy prior to a loss.
- 10. **“Resident”** means a person living in **your** household, other than **you** or a **relative**. Any **resident** must be listed on the policy as a **listed driver** prior to a loss or no coverage will apply to a **resident**.
- 11. **“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.
- 12. **“Substitute auto”** means an **auto** a **listed driver** uses temporarily while **your insured car** 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 **your insured car** 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, PART II-EXPENSES FOR MEDICAL SERVICES, and PART III-UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE.
- 13. **“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.
- 14. **“Utility car”** means a car with a rated load capacity of 2,000 pounds or less, of the pick-up, sedan, delivery or panel truck type not used in the business or occupation, other than farming or ranching, of **you** or a **relative**.
- 15. **“Utility trailer”** means a vehicle designed to be towed by a **private passenger car** or **utility car** if not used as a home, office, store, display trailer, passenger trailer, or for business purposes.
- 16. **“State”** means the District of Columbia, any state, territory or possession of the United States, and any province of Canada.
- 17. **“Racing”** means preparation for any planned or organized racing, speed, demolition or stunting contest or activity, or the event itself.
- 18. **“Crime”** means any felony.

PART I - LIABILITY

Coverage A – Liability Coverage

We will pay damages for which an **insured person** is legally liable because of **bodily injury** and **property damage** sustained in an accident arising out of the ownership, maintenance or use of a **private passenger car, utility car, or utility trailer**.

We will defend any suit or settle any claim for these damages as **we** think appropriate. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

Our agreement to settle or defend ends when our limit of liability for this coverage has been paid.

Additional Definitions Used In This Part Only

As used in this Part:

1. “**Insured person**” or “**insured persons**” means:
 - a. **You, a relative or resident.**
 - b. Any other person using **your insured car** with your express or implied permission to do so within the scope of your permission. If such person is not listed as an additional driver on the Declarations Page at the time of the loss, the driver must not have had care, custody or control of **your insured car** for more than twenty-four (24) hours at any time during the policy term. The twenty-four (24) hours may be consecutive or cumulative.

The following are not **insured persons** for this coverage:

- a. The United States Government or any other government or civil authority, or any other level of government.
 - b. Any person operating a vehicle as an employee of the United States Government when the Federal Tort Claims Act applies.
 - c. Any person who uses a vehicle unless that person’s use is with **your** permission.
2. “**Auto business**” means a business or occupation engaged in selling, repairing, servicing, storing or parking automobiles for use mainly on public highways. This includes road testing and delivery.

Additional Payments

As respects an **insured person**, **we** will pay, in addition to **our** limit of liability:

1. All costs **we** incur in the settlement of any claim or defense of any suit.
2. Premiums on appeal bonds and attachment bonds required in any suit **we** defend. But **we** will not pay the premium for attachment bonds for an amount in excess of **our** limit of liability. **We** have no obligation to apply for or furnish such a bond.
3. Any charge not exceeding \$100 for a bail bond required due to traffic law violation or auto accident causing **bodily injury** or **property damage** covered by this Part. **We** have no obligation to apply for or furnish such a bond.
4. Any other reasonable expenses incurred at **our** request.

Exclusions

This coverage does not apply to:

1. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of a vehicle when used to carry persons or property for a charge. This exclusion does not apply to shared expense car pools.
2. **Bodily injury** or **property damage** caused intentionally by or at the direction of an **insured person**.
3. Punitive or exemplary damages for which any **insured person** is legally liable.
4. **Bodily injury** or **property damage** with respect to which any person is an insured under nuclear energy liability insurance. This exclusion applies even if the limits of that insurance are exhausted.
5. Liability imposed upon or assumed by any **insured person** under any workers’ compensation law.
6. **Bodily injury** or **property damage** caused by or sustained by any person while employed or otherwise engaged in the **auto business** and arising out of **auto business** operations.

This exclusion does not apply to ownership, maintenance or use of **your insured car** by **you**, a **relative** or any partner, agent or employee of **you** or a **relative**.

7. **Bodily injury** or **property damage** caused by or sustained by any person arising out of the maintenance or use of any vehicle while that person is employed or otherwise engaged in any business or occupation.

This exclusion does not apply to the maintenance or use of a:

- a. **private passenger car**;
 - b. **utility car** that **you** own if not used in wholesale or retail delivery, including the transport of materials used in any business or occupation, except tools owned by **you**;
 - c. **utility trailer** used with a vehicle described in **a** or **b** above.
8. **Property damage** to:
- a. property owned or transported by an **insured person**,
 - b. property rented to or in charge of an **insured person**, other than a residence or private garage,
 - c. a **motor vehicle** or trailer operated or towed by an **insured person**.
9. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use by an insured person of any motorized vehicle with less than four (4) wheels.
10. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you**, a **relative**, or **resident**.
11. **Bodily injury** to **you**, a **relative**, or **resident** arising out of the use of **your insured car**.
12. Liability assumed by an **insured person** in any contract.
13. **Bodily injury** or **property damage** resulting from the use or operation of **your insured car** in any racing event.
14. **Bodily injury** or **property damage** occurring while **your insured car** is rented or leased to others.
19. **Bodily injury** or **property damage** resulting from the use or operation of **your insured car** in the commission of a **crime**. This exclusion does not apply to amounts required by the minimum financial responsibility laws of the **state** in which the accident occurs.
20. **Bodily injury** or **property damage** resulting from the use of a motor vehicle for snow removal.
21. **Bodily injury** or **property damage** resulting from the use of your insured car by a person or persons specifically excluded by endorsement.
22. **Bodily injury** or **property damage** benefits payable under the No Fault Laws of the following States: Arkansas, Delaware, Washington DC, Florida, Hawaii, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, New York, North Dakota, Oregon, Texas, Utah and Washington.
23. **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
24. **Bodily injury** or **property damage** resulting from the use of **your insured car** by an excluded driver.
25. **Bodily injury** or **property damage** caused by a vehicle driven by a person not a **listed driver** on the Declarations page at the time of the **loss**:
- a. who does not have a current valid license to drive **your insured car**, 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 **loss**; or
 - c. who is related to **you** by blood, marriage, adoption or guardianship, with a shared residence, custody or guardianship.

Conformity With Financial Responsibility Laws

When **we** certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by the law. This policy is not intended as proof under any state financial responsibility laws, other than this state. The terms, conditions and exclusions as written will apply in any state where the loss may occur.

Out of State Insurance

If an **insured person** is operating an auto in a state that requires minimum financial responsibility limits for nonresidents, **we** will increase the policy limits to the required minimum limits of that state. **We** will not provide any coverage under the no-fault law or any other similar law of any other state. No person shall be entitled to duplicate payments for the same element of loss.

Limits of Liability

The limits of liability shown in the Declarations apply subject to the following:

1. The **bodily injury** liability limit for "each person" is the maximum **we** will pay for all damages from **bodily injury** sustained by one person in any one accident. Any claims for care, loss of services, loss of consortium or injury to the relationship shall be included in this limit. This is the maximum **we** will pay regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies or vehicles involved in the accident.
2. Subject to the **bodily injury** liability limit for "each person", the **bodily injury** limit for "each accident" is the maximum for **bodily injury** sustained by two or more persons in any one accident. This is the maximum we will pay regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies or vehicles involved in the accident.

3. The **property damage** liability limit for “each accident” is the maximum for all damages to all property in any one accident. This is the maximum **we** will pay regardless of the number of vehicles describe in the Declarations, **insured persons**, claims, claimants, policies or vehicles involved in the accident.

Other Insurance

If there is applicable auto liability insurance on a **loss** covered by this Part, **we** will pay **our** proportionate share as **our** limits of liability bear to the total of all applicable liability limits. Any insurance afforded under this Part for a vehicle **you** do not own, however, is excess over any collectible auto liability insurance.

PART II – EXPENSES FOR MEDICAL SERVICES

Coverage B – Medical Payments Coverage

We will pay reasonable expenses incurred within 1 year from the date of the accident for necessary medical and funeral services because of **bodily injury** sustained by an **insured person**.

Payments for expenses incurred for chiropractic treatments will be limited to expenses incurred within three months from the date of the automobile accident.

Additional Definitions Used In This Part Only

As used in this Part, “**insured person**” or “**insured persons**” means:

1. **You** or any **relative** while **occupying** or through being struck by, a vehicle or trailer designed for use on public roadways.
2. Any other person while **occupying your insured car** while the vehicle is being used by **you**, a **relative** or another person, if that person’s use is with **your** permission.

Exclusions

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

1. Sustained while occupying **your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Sustained while **occupying** any vehicle while being used as a residence or premises.
3. Sustained while **occupying** a motorized vehicle with less than four (4) wheels.
4. Sustained while **occupying** or through being struck by, any vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you** or a **relative**.
5. Sustained while **occupying** a vehicle, other than a **private passenger car**, while the vehicle is being used in the business or occupation of an **insured person**. But, this exclusion does not apply to **you** or a **relative**.
6. Occurring during the course of employment if benefits are payable or must be provided under a workers’ compensation law or similar law.
7. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of these.
8. Sustained while occupying any vehicle used or operated in any racing event.
9. Sustained while **your insured car** is rented or leased to others.

Limits of Liability

Regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants policies, or vehicles involved in the accident, **we** will pay no more than the limit of liability shown for this coverage in the Declarations for each person injured in any one accident.

Any amount paid or payable for medical expenses under Part I Liability or Part III – Uninsured Motorist and Underinsured Motorist Coverages of this policy shall be deducted from the amounts payable under this Part.

Other Insurance

Any medical payments insurance provided by this policy is excess over any other applicable auto or other medical payments insurance including any private benefit, service, or reimbursement plan, or any prepaid health plan.

Our Recovery Rights

When a person has been paid by **us** under this policy and recovers payment for the same expenses from another, the amount recovered from the other shall be held in trust for **us**, and reimbursed to **us** to the extent of **our** payment, and **we** shall have a lien on such recovery from another.

PART III – UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE

Coverage C1 – Uninsured Motorist And Underinsured Motorist Coverage

We will pay damages which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or an underinsured motor vehicle because of:

1. **Bodily injury**; and
2. **Property damage** (if indicated in the Declarations as applicable), caused by accident and resulting from the ownership, maintenance or use of the **uninsured motor vehicle**, or **underinsured motor vehicle**.

We will pay property damage only if there is no applicable coverage under PART IV – Car Damage and after the limits of liability of any applicable property damage liability policies or bonds have been used up by payments of judgments or settlements.

Determination whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**. If no agreement is reached, the decision may be made by arbitration.

If suit is brought to determine the legal liability or damages without our written consent, we are not bound by any resulting judgment.

Additional Definitions Used In This Part Only

As used in this Part:

1. **“Insured person”** means:
 - a. **You** or a **relative**.
 - b. Any other person **occupying your insured car**.
 - c. Any person for damages that person is entitled to recover because of **bodily injury to you**, a **relative**, or another occupant of **your insured car**.

But no person shall be considered an **insured person** unless that person’s use is with **your** permission.

2. **“Motor vehicle”** means a land motor vehicle or a trailer but does not include a land motor vehicle or trailer:
 - a. Operated on rails or crawler-treads;
 - b. Which is a farm-type tractor or equipment designed for use principally off public roads, while not on public roads; or
 - c. Located for use as a residence or premises;
3. **“Property damage”** means injury to or destruction of your insured car. However, **property damage** does not include:
 - a. **Loss of use of your insured car**; or
 - b. Damage to personal property contained in **your insured car**.
4. **“Underinsured Motor Vehicle”** means a motor vehicle which is insured for **bodily injury** by a liability bond or policy at the time of the accident providing **bodily injury** limits of liability less than the **uninsured motor vehicle bodily injury** liability limits of this coverage.

“Underinsured motor vehicle”, however, does not mean a vehicle:

 - a. Owned by or furnished or available for the regular use of **you** or a **relative**;
 - b. Owned or operated by a self-insurer as contemplated by any financial responsibility law, motor carrier law, or similar law;
 - c. Owned by a government unit or agency;
 - d. Insured by a liability bond or policy at the time of the accident at **bodily injury** limits less than the minimum limits of **bodily injury** liability required by the financial responsibility law of the state in which **your insured car** is principally garaged;
 - e. Insured by a **bodily injury** liability bond or policy at the time of the accident, but the insurer denies coverage or is or becomes insolvent.
5. **“Uninsured Motor Vehicle”** means a **motor vehicle** for which there is:
 - a. No liability bond or policy applicable at the time of the accident.
 - b. A liability bond or policy applicable at the time of the accident, but its limits of liability are less than the minimum limits of liability specified in the Colorado Financial Responsibility Law.
 - c. A liability bond or policy applicable at the time of the accident, but the insuring company denies coverage or has been declared insolvent by a court, but only to the extent the claim is not paid by a guaranty association or fund.
 - d. For **bodily injury** only, a hit-and-run vehicle whose operator or owner is unknown and which hits:
 - (1) **you** or a **relative**
 - (2) a vehicle which **you** or a **relative** are **occupying**; or
 - (3) **your insured car**.
 - e. For **property damage** only, direct physical contact between **your insured car** and the **uninsured motor vehicle**.

“Uninsured motor vehicle”, however, does not mean a vehicle:

- a. Insured under Part I – Liability of this policy;

- b. Furnished for the regular use of **you** or a **relative**;
- c. Owned or operated by a self-insurer as contemplated by a financial responsibility law, motor carrier law, or similar law;
- d. Owned by a government unit or agency.

Exclusions

This coverage does not apply to:

1. A person if that person or the legal representative of that person makes a settlement of a claim without **our** consent.
2. A person while **your insured car** is being used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
3. A person while **occupying** or when struck by a **motor vehicle** owned by **you** or a **relative** which is not insured for this coverage under this policy.
4. Punitive and exemplary damages.
5. **Property damage** to a **motor vehicle** owned by **you** or a **relative** to which Collision Coverage applies under any policy.
6. **Property damage** to any **motor vehicle** owned by **you** or any **relative** which is not insured for this coverage under this policy or any other policy. This includes a trailer of any type used with that vehicle.
7. **Bodily injury** or **property damage** resulting from the use or operation of your insured car in the commission of a crime. This exclusion does not apply to amounts required by the minimum financial responsibility laws of the state in which the accident occurs.
8. any person while **occupying** a **covered auto** while it is being used for **ride-sharing activity**.
9. **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
10. **bodily injury** or **property damage** resulting from the use of **your insured car** by an excluded driver.

This coverage does not apply to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits law or any similar law, or directly to the benefit of the United States or any **state** or political subdivision of the United States or any **state**.

Limits of Liability

The limits of liability shown in the Declarations apply, subject to the following:

1. The **bodily injury** liability limit for "each person" is the maximum **we** will pay for all damages from **bodily injury** sustained by one person in any one accident. Any claims for care, loss of services, loss of consortium or injury to the relationship shall be included in this limit. This is the maximum **we** will pay regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies, or vehicles involved in the accident.
2. Subject to the limits of "each person", the **bodily injury** liability limits for "each accident" are the maximum limits of liability **we** will pay as damages from **bodily injury** to two or more persons in one accident. This is the maximum **we** will pay regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies, or vehicles involved in the accident.
3. **Our** maximum **property damage** liability limit for **uninsured motorist coverage** is the lesser of:
 - a. The actual cash value, which means the market value or replacement cost less physical depreciation of the damaged property; or
 - b. The amount necessary to repair or replace the property with parts or property of like kind and quality; less the deductible stated in the Declarations.

This is the maximum **we** will pay regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies or vehicles involved in the accident.

Any amounts payable will be reduced by:

1. A payment made by the owner or operator of the **uninsured motor vehicle** or **underinsured motor vehicle** or organization which may be legally liable or any amounts paid on behalf of the underinsured motor vehicle owner or operator by any liability bond or policy.
2. Amounts paid or payable under Part I – Liability of this policy;
3. A payment made or amount payable because of the **bodily injury** under any workers' compensation law or similar law; and
4. A payment under any property insurance policy.

Other Insurance

If there is other similar insurance on a **loss** covered by this Part, **we** will pay **our** proportionate share as **our** limits of liability bear to the total limits of all applicable similar insurance. But, any insurance for a vehicle **you** do not own is excess over any other similar insurance.

Arbitration

If an **insured person** and **we** do not agree:

1. That the person is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
2. As to the amount of payment under this Part, either party shall demand in writing that the issue be determined by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The **insured person** and **we** each agree to consider ourselves bound by any award made by the arbitrators pursuant to this coverage.

PART IV – CAR DAMAGE

COVERAGE D – CAR DAMAGE COVERAGE

COLLISION COVERAGE

If **you** pay the premium for this coverage, **we** will pay for sudden, direct and accidental loss to **your insured car**, 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 **your insured car** cannot be driven from the scene of the loss, **we** will pay the reasonable costs to transport **your insured car** from the scene of the loss to a body shop or a storage facility for safe keeping; provided you tell **us** the location of **your insured car** 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.

COMPREHENSIVE COVERAGE

If **you** pay the premium for this coverage, **we** will pay for sudden, direct and accidental loss to **your insured car**, 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**.

We may pay the **loss** in money or repair or replace damaged or stolen property with the like kind and quality. **We** may at any time before the loss is paid or the property is replaced, return at **our** expense, any stolen property either to **you** or to the address shown in the Declarations, with payment for the resulting damage. **We** may keep all or part of the property at the agreed or appraised value.

You or **we** may demand appraisal of the **loss**. Each will appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraiser, or a judge of a court having jurisdiction will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of **loss**. An award in writing by any two appraisers will determine the amount payable.

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 **your insured car** 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 of **your insured cars custom parts or equipment listed** on the declarations page at the time of loss.

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 **your insured car** for which Rental Reimbursement Coverage has been purchased. This coverage applies only if **you** have purchased both Comprehensive Coverage and Collision Coverage for **your insured car** 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 **your insured car** cannot be driven due to a loss; or
2. if **your insured car** can be driven, when **you** deliver **your insured car** to an auto repair shop due to the loss, and ending the earliest of:

3. when **your insured car** has been returned to **you**;
4. when **your insured car** has been repaired;
5. when **your insured car** has been replaced;
6. 72 hours after **we** make an offer to settle the loss if **your insured car** 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 **your insured car** in PART IV-CAR DAMAGE only, to include:

1. **Your insured car** 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 **your insured car** listed on the Declarations page is inoperable as a result of a covered Comprehensive or Collision loss to which coverage applies under PART IV-CAR DAMAGE; 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, **your insured car** 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.

LOAN/LEASE PAYOFF COVERAGE

If **you** pay the premium for this coverage, and **your insured car** 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 **your insured car** at the time of the total loss; and
2. any greater amount the owner of **your insured car** is legally obligated to pay under a written loan or lease agreement to which **your insured car** 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 **your insured car** at the time of the loss.

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

PET INJURY COVERAGE

If **you** have purchased Collision coverage for at least one **your insured car** under **your** policy, and if **your pet** sustains injury or death while inside **your insured car** 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 **your insured car**, **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.

Exclusions

This coverage does not apply to **loss**:

1. To **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, acid rain, or any consequences of these.
3. To any of the following **custom parts or equipment**, unless **you** include them in the application, or tell **us** when **you** add them to **your insured car** and pay a premium for them.
 - a. Awnings, cabanas or equipment designed to provide additional living space;

- b. Camper shells and custom enclosures for pickup trucks;
 - c. Chrome, alloy or magnesium wheels;
 - d. Citizens band or two-way radios;
 - e. Custom bodywork;
 - f. Custom chroming;
 - g. Custom interiors;
 - h. Custom paint;
 - i. Custom wide tread tires or racing slicks;
 - j. Scanning monitor receivers;
 - k. Telephones;
 - l. Television sets.
4. To any device for transmitting, recording, receiving or reproduction of data, sound or pictures that is operated by power from the electrical system, unless the system is factory installed.
 5. To any tapes, compact discs, or similar items used with the sound equipment.
 6. To any item not permanently attached to **your insured car**.
 7. To a camper body or **utility trailer** owned by **you** or a **relative** and not described in the Declarations.
 8. Due to wear and tear, freezing, mechanical or electrical breakdown or failure. But, coverage does apply if the **loss** results from the total theft of **your insured car**.
 9. To tires. But coverage does apply if the **loss** results from fire, theft, malicious mischief or vandalism, or if the **loss** to tires occurs with other **loss to your insured car**.
 10. To a vehicle not owned by **you** when used in auto business operations.
 11. To **your insured car** caused intentionally by or at the direction of **you**, a **relative**, or anyone else using **your insured car** with **your** express or implied permission.
 12. To **your utility trailer** while rented for a fee to any person other than you or a relative.
 13. To **your insured car** while being used or operated in any **racing** event.
 14. To **your insured car** while rented or leased to others.
 15. To **your insured car** caused by confiscation by any government authority.
 16. To **your insured car** arising out of or during its use for the transportation of any explosive substance, flammable liquid, or similar hazardous materials except transportation incidental to **your** ordinary household or farm activities.
 17. To **your insured car** which is subject to any bailment, lease, conditional sale or consignment agreement not specifically declared and described in this policy.
 18. **19.** For any **loss** resulting from the lack of lubricant, coolant or **loss** resulting from seepage of water.
 20. For **loss** due to theft or conversion of a motor vehicle prior to its delivery to **you**.
 21. To **loss** due to theft or conversion by **you**, a relative, or any **listed driver** in the Declarations
 22. For **loss** due to illegal sale, or repossession of a motor vehicle by the rightful owner.
 23. 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;
 24. To any vehicle while being used in connection with a **personal vehicle sharing program**;
 25. To a **your insured car** driven by an **excluded driver**; or
 26. To a **your insured car** driven by anyone other than a **listed driver**:
 - a. who does not have a current valid license to drive **your insured car**, 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. **Our** limit of liability for **loss** shall not exceed the lesser of:
 - a. The actual cash value of the stolen or damaged property; or
 - b. The amount necessary to repair or replace the property.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total **loss**. If a repair or replacement results in betterment like kind or quality, **we** will not pay for the amount of betterment.
3. If **we** elect to pay the cost necessary to repair or replace the property with other property of like kind and quality, **we** will not be liable or required to pay for any reduction, decrease and/or diminution in the value of the property resulting from the **loss** and/or repair or replacement.
4. If the **loss to your insured car** is the result of more than one accident, a separate deductible shall reduce **our** limit of liability for **loss** resulting from each accident.
5. If **your insured car** 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 **your insured car** 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.

6. A \$100 deductible will apply to a loss to window glass when the glass is repaired instead of replaced.
7. 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 insured car** to be a total loss, **you** must allow **us** to move **your insured car** to a location of **our** choice. **We** reserve the right to retain **your insured car** after **we** determine that **your insured car** is a total loss. If **we** ask **you** to release **your insured car** 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

No Benefit To Bailee

This coverage shall not directly or indirectly benefit any carrier or other bailee for hire liable for **loss** to **your insured car**.

Other Insurance

If there is other similar insurance on a **loss** covered by this Part, **we** will pay only that proportion of the **loss** that **our** limit of liability bears to the total limit of all applicable similar insurance. But any insurance afforded under this Part for a vehicle **you** do not own is excess over any other applicable similar insurance.

Appraisal

1. If **you** or **we** do not agree on the amount, cause, or extent of the **loss**, either may demand an appraisal of the **loss**. Each will appoint and pay a competent, and disinterested appraiser and will equally share other appraisal expenses. The appraisers will select an umpire. If they are unable to agree on an umpire within 20 calendar days, a judge of a court having jurisdiction will select an umpire at the request of either party. Each appraiser and umpire will state separately the actual cash value and the amount or cause of loss. An award in writing by any two of the three appraisers will determine the amount payable.
2. **We** do not waive any of **our** rights under this policy by agreeing to an appraisal.

Additional Definitions Used In This Part Only

As used in this Part:

“**Outstanding indebtedness**” means indebtedness:

1. Secured by **your insured car**;
2. With a licensed financial institution; and
3. That was incurred in conjunction with the financing of **your insured car** as a motor vehicle.

Indebtedness does not include any interest or penalty charges.

There is no coverage if **you** or someone on **your** behalf acts in a fraudulent manner to obtain or file a claim under this policy.

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 **your insured car** 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 **insured car** 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. **your insured car** while being used in connection with **ride-sharing activity**;
15. **your insured car** 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 – GENERAL PROVISIONS

Payment of Premiums

If **your** initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment. If the check, draft, or remittance is not honored upon presentment, this policy may, at our option be deemed void from its inception. This means that **we** will not be liable under this policy for any claim or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment. **We** do not waive any of **our** rights if **we** elect to resubmit a check for payment.

If **you** tender a check to **us** for full or partial payment of **your** premium, other than **your** initial payment, and the check is returned to **us** because of insufficient funds, a closed account, or a stop payment, a service charge will be added to **your** account balance.

If **you** owe **us** any premium on **your** expired or expiring policy, these funds must be paid before **your** policy will be renewed by **us**. Any payment sent by **you** will be used to pay and balance owed on the expired or expiring policy, and any remainder of such payment will be applied to renewal premium.

Policy Period, Territory

This policy applies only to accidents and losses during the policy period shown in the Declarations while the car is within the United States, its territories or possessions, or Canada or between their ports.

If this policy provides Car Damage for **loss** to **your insured car** caused by collision, the collision coverage also applies while **your insured car** is being used in the Republic of Mexico, provided that any amount we pay resulting from collision **loss** occurring to **your insured car** in the Republic of Mexico:

1. Will be paid in the United States: and
2. If the **loss** requires repair of **your insured car** or the replacement of any part or parts while **your insured car** is in the Republic of Mexico, the basis of adjustment of claim for such repair or replacement shall not exceed the cost of such repairs or replacement at the nearest point in the United States where such repairs or replacement can be made.

Changes

This policy and the Declarations include all the agreements between **you** and **us** relating to this insurance. No change or waiver may be effected in this policy except by endorsement issued by **us**.

If there is a change to the information used to develop the policy premium, **we** may adjust **your** premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles;
3. The place of principal garaging of insured vehicles;
4. Coverage, deductibles or limits.

If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of change. When a change results in an additional or return premium of \$6 or less, no charge or return will be made.

When **we** broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in **your state**.

Two Or More Cars Insured

With respect to any accident to which this and any other policy issued to **you** by **us** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

Suit Against Us

We may not be sued unless there is full compliance with all of the terms of this policy. **We** may not be sued under the Part I – Liability Coverage until the obligation of an **insured person** to pay is finally determined either by judgment against the person after the actual trial or by written agreement of the person, the claimant and **us**. No one shall have any right to make us a party to a suit to determine the liability of an **insured person**.

Our Recovery Rights

In the event of any payment under this policy, **we** are entitled to all the rights of recovery of the person to whom payment was made against another. That person must sign and deliver to **us** any papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights and do nothing after **loss** to prejudice **our** rights.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimbursed to **us** to the extent of **our** payment. **We** shall be entitled to recovery only after that person has been fully compensated for damages.

Financial Responsibility Filing

In the event **we** make a payment required by any financial responsibility filing which **we** would not have been obligated to make under the terms of this policy, you agree to reimburse us to the extent of **our** payment.

Assignment

Interest in this policy may not be assigned without **our** written consent. If the Policyholder named in the Declarations or the spouse of the Policyholder resident in the same household dies, the policy will cover:

1. The survivor;
2. The legal representative of the deceased person while acting within the scope of duties of a legal representative; and
3. Any person having custody of **your insured car** until a legal representative is appointed.

In the event of a sale of **your insured car** coverage terminates on that car as soon as the buyer takes possession and will not transfer to the new owner.

Cancellation Of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation at the last know address shown in the Declarations or by delivering the notice:

1. Not less than 10 days prior to the effective date of cancellation:
 - a. For nonpayment of premium; or
 - b. If the policy has been in effect less than 60 days and is not a continuation or renewal policy; or
2. Not less than 30 days prior to the effective date of cancellation for any other circumstance.

If this policy has been in effect for 60 days, or if this is a continuation of an existing policy, **we** may cancel only:

1. For nonpayment of premium;
2. If **your** driver's license or that of:
 - a. Any driver who lives with **you**; or
 - b. Any driver who customarily uses **your insured car**, has been suspended or revoked.

This must have occurred:

1. During the policy period,
2. Since the last anniversary of the original effective date if the policy period is other than 1 year;
3. If **you** knowingly made a false statement on the application for this policy; or
4. If **you** knowingly and willfully made a false material statement on a claim submitted under this policy.

Proof of mailing a notice is proof of notice.

Upon cancellation **you** may be entitled to a premium refund; if so, **we** will send it to **you** within thirty days of the effective date of cancellation, but **our** making or offer of a refund is not a condition of cancellation. If **you** cancel, the refund will be computed in accordance with **our** short rate table and procedure. If **we** cancel, the refund will be computed on a pro rata basis.

Nonrenewal Of This Policy

We will mail to **you** at the last known address shown in the Declarations or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period, if **we** decide not to renew or continue this policy.

Fraud or Misrepresentation

This policy was issued in reliance on the information provided on your insurance application. **We** may void coverage under this policy if you or an insured person have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time of application.

We may cancel coverage under this policy if you or a relative have knowingly concealed or represented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation of a claim.

No coverage will be provided to any person who has knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

We may void this policy for fraud or misrepresentation even after the occurrence of an accident or loss. This means that **we** will not be liable for any claims or damages which would otherwise be covered.

In Witness Whereof, **we** have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by **our** authorized representative.