



**Underwritten by Catawba Insurance Company**

**ALABAMA COMMERCIAL AUTO POLICY**

**P.O. Box 723128  
Atlanta, GA 31139**

**In the event of an accident please call:**

**1-888-580-8134**

**All other calls:**

**1-888-952-2902**

# ALABAMA COMMERCIAL AUTO POLICY

Read your Policy carefully. Provisions of this contract and its endorsements (if any) restrict coverage. Be certain you understand all of the coverage terms, the exclusions, and your rights and duties.

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## **AGREEMENT**

- A. This Policy is a legal contract between **you** and **us**. The Policy provisions, along with the **Declarations Page** and Application, which are incorporated into and made part of this Policy, and any endorsements issued, complete this Policy. If there is no written Application, then the statements made by **you** at the time of application become a part of this Policy.
- B. This Policy is issued and renewed in reliance upon the truth and accuracy of the information **you** provide in the written or verbal Application for this insurance. The terms of this Policy impose obligations on all **persons** defined as **you** and on all **persons** seeking coverage under this Policy. **We** agree to provide insurance, subject to the terms, conditions and limitations set forth in this Policy, if **you** have paid, when due, all of the premiums for the coverages **you** have chosen. **We** will only insure **you** for the coverages and the Limits of Liability for which a premium is shown on the **Declarations Page** of the Policy.
- C. If the initial payment to **us** is in any non-cash method, this insurance is conditioned on that initial payment being honored by **your** financial institution.
- D. **You** have a continuing duty to notify **us** of any changes relating to **autos** or **individuals** covered under this Policy.

## **DEFINITIONS USED THROUGHOUT THIS POLICY**

The following words or phrases, when printed in boldfaced type, will have the following meaning throughout the Policy, whether in the singular, plural or possessive.

- A. “**Accident**” and “**accidental**” mean a sudden, unexpected and unintended event or a continuous or repeated exposure to that event that causes **bodily injury** or **property damage** arising from the **ownership**, maintenance, or use of a land motor vehicle.
- B. “**Actual cash value**” means the fair market value of the stolen or damaged property at the time of **loss**. When determining fair market value: a) the age, mileage and physical condition of the property will reduce its value, and b) depreciation and prior damage will also reduce the vehicle’s value.
- C. “**Additional auto**” means an **auto** that **you** acquire in addition to the **auto(s)** shown on the **Declarations Page**, if:
  - 1. No other insurance applies to the acquired **auto**;
  - 2. Within thirty (30) calendar days after **you** become the **owner** of the **additional auto** and **you** ask **us** to add the **additional auto** to **your** Policy;
  - 3. The **additional auto** is similar in type and use as a listed or scheduled **auto(s)** on the **Declarations Page**;
  - 4. If the **auto** is used in **your** business, **we** already insure all **autos** owned by **you** that are used in **your** business; and
  - 5. If the **auto** is not used in **your** business, **we** already insure all **autos you own**.

If **you** ask **us** to insure the **additional auto** within thirty (30) calendar days after **you** acquire the **auto** and **we** agree to insure it, any coverage **we** provide for the **additional auto** is subject to the following conditions:

- 1. Until **you** ask **us** to insure an **additional auto**, an **additional auto** will have the broadest coverage **we** provide on any **auto** shown on the **Declarations Page** from the date **you** become the **owner** until the date **you** ask **us** to insure the **additional auto**. If **you** ask **us** to insure the **additional auto** within thirty (30) days from the date **you** acquire such **additional auto**, **we** may charge premium for the **additional auto** from the date **you** acquire the **auto**
- 2. On the date that **you** ask **us** to insure an **additional auto** any coverage **you** ask **us** to add to the **auto** or any increase of limits of liability shall not begin until after:
  - a. **We** agree to add the coverage or increase the limits; and
  - b. **You** pay any additional premium when due.

With respect to PART D > COVERAGE FOR DAMAGE TO YOUR AUTO, if **we** provide coverage for an **additional auto** and the **additional auto** is:

1. A **private passenger auto**, until the date **you** ask **us** to insure the **additional auto** **we** will provide the broadest coverage **we** provide for any **auto** shown on the **Declarations Page**; or
2. Any **auto** other than a **private passenger auto**, and **you** have purchased Physical Damage coverage for at least one **auto** other than a **private passenger auto**, until the date **you** ask **us** to insure the **additional auto** **we** will provide the broadest coverage for which the **additional auto** is eligible.

However, if **you** do not notify **us** within thirty (30) calendar days after **you** become the **owner** of the **additional auto** no retroactive coverage exists for the **additional auto**. Instead, coverage will be effective from the date of notification and going forward.

- D. “**Auto**” means a land motor vehicle with at least 4 wheels or a **trailer** designed for travel on public roads or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the **state** or province where it is licensed or principally garaged. It does not include **mobile equipment**. Self-propelled vehicles with the following types of permanently attached equipment are **autos**, not **mobile equipment**:
1. Equipment designed and used primarily for:
    - a. Snow removal;
    - b. Road maintenance, but not construction or resurfacing;
    - c. Street cleaning;
  2. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and wellservicing equipment.
- E. “**Bodily injury**” means bodily harm, bodily sickness or bodily disease, including death that results from such **bodily injury**. **Bodily injury** does not include harm; sickness; disease or death arising out of:
1. The contraction of a medically defined communicable disease by any **person**; nor
  2. The exposure of such a disease by any **person** to any other **person**.
- F. “**Carry individuals for compensation or a fee**” means to deliver, transport or carry **individuals**; for any form of money; salary; income; property; consideration; or any other thing of value, whether or not:
1. Going to a pick-up or returning from a drop-off;
  2. The money or other thing of value is paid or given;
    - a. By any passenger, recipient or other party on a per-trip basis; or
    - b. In the course of, or as related to, any business activities of a **person insured** under this Policy; or
  3. Any of the **individuals**; intended to be delivered or transported are actually in the **covered auto** at the time of the **accident** or **loss**.
- G. “**Carry property for compensation or a fee**” means to deliver or transport products; goods; materials; property; animals; or livestock for any form of money; salary; income; property; consideration; or any other thing of value, whether or not:
1. Going to a pick-up or returning from a drop-off;
  2. The money or other thing of value is paid or given; a. By any recipient or other party on a per-trip basis; or b. In the course of, or as related to, any business activities of a **person insured** under this Policy; or
  3. Any of the products; goods; materials; property; animals; or livestock intended to be delivered or transported are actually in the **covered auto** at the time of the **accident** or **loss**.
- “**Carry property for compensation or a fee**” includes, but is not limited to, the delivery of goods, either on a wholesale or retail basis, such as food, magazines, newspapers, or flowers.
- H. “**Conversion**” means the act of converting or changing something from one form or use to another, or the unauthorized assumption of ownership over someone else’s property.
- I. “**Covered auto**” means:

1. Any **auto** described on the **Declarations Page** for which a premium charge is shown unless **you** have asked **us** to delete that **auto** from the Policy;
2. An **additional auto**;
3. A **replacement auto**; or
4. If the **named insured** is an **individual**, any **auto** not owned by **you, your** spouse, child, parent, brother, sister, **family member**, or listed driver which is:
  - a. Driven by **you**, a **family member** or listed driver; and
  - b. Used on a temporary basis as a substitute for a **covered auto** specifically described on the **Declarations Pages** which is out of service no longer than thirty (30) days because of its:
    - i. Breakdown;
    - ii. Repair;
    - iii. Servicing;
    - iv. **Loss**; or
    - v. Destruction.

The **auto** being used as a temporary substitute must be eligible for coverage pursuant to **our** underwriting criteria and be similar in type and use as the listed or scheduled **auto** which is out of service. Coverage for a temporary substitute **auto** shall not exceed thirty (30) days.

PART D > COVERAGE FOR DAMAGE TO YOUR AUTO does not apply to a temporary substitute **auto**.

5. If the **named insured** is an **organization**, any **auto** not owned by:
  - a. **You**; or
  - b. Any **owner**, officer, partner, or principal of **you**;
  - c. Any **employee** or **temporary employee** of an **insured**;
  - d. Any fellow **employee** or fellow **temporary employee** of an **insured**;
  - e. Any spouse, child, parent, brother, sister or other **family member** or a., b., c., d., or e above;

which is:

- a. Driven by **you** or a listed driver; and
- b. Used on a temporary basis as a substitute for a **covered auto** specifically described on the **Declarations Pages** which is out of service no longer than thirty (30) days because of its:
  - i. Breakdown;
  - ii. Repair;
  - iii. Servicing;
  - iv. **Loss**; or
  - v. Destruction.

The **auto** being used as a temporary substitute must be eligible for coverage pursuant to **our** underwriting criteria and be similar in type and use as the listed or scheduled **auto** which is out of service.

Coverage for a temporary substitute **auto** shall not exceed thirty (30) days.

PART D > COVERAGE FOR DAMAGE TO YOUR AUTO does not apply to a temporary substitute **auto**.

J. "**Crime**" means any act or omission that is:

1. A **state** or federal felony in the United States but only a felony within the **state** where the **covered auto** is garaged;
2. An attempt to flee or elude law enforcement or a **crime** scene; or
3. An illegal activity, trade or transportation; whether or not there is an arrest, charge or conviction.

"**Crime**" does not include:

1. Misdemeanor violations of the motor vehicle or traffic laws other than an attempt to:
  - a. Flee or elude law enforcement; or

- b. Flee a **crime** scene;
  - 2. Vehicular homicide; or
  - 3. Driving under the influence of alcohol or any illegal substance.
- K. “**Declarations Page**” or “**declarations**” means the document prepared by **us** listing **your** Policy information which may include the types of coverage **you** have elected, the limit of each coverage, the cost of each coverage, the specifically described **autos** covered by this Policy, and the types of coverage for each specifically described **auto**.
- The term **Declarations Page** or **declarations** shall have the above meaning even if not appearing in bold type.
- L. “**Depreciation**” means a decline in value due to wear and tear or obsolescence.
- M. “**Derivative claims**” include, but are not limited to, damages for care, emotional injury or mental anguish, wrongful death, or **loss** of:
- 1. Service;
  - 2. Consortium;
  - 3. Society; or
  - 4. Companionship;
- resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another.
- N. “**Digital network**” means any system or service offered or utilized by a **Transportation Network Company** that enables **TNC prearranged trips** with drivers.
- O. “**Diminution in value**” means the actual or perceived **loss** in market or resale value by reason of the fact that the property has been damaged.
- P. “**Employee**” means anyone for which **you** will pay for his or her services and have the authority to direct their performance. Employee includes **leased workers** but does not include **temporary employees**.
- Q. “**Family member**” means,
- 1. A **person** related to **you** by blood, marriage or adoption who **resides** in **your** household; or
  - 2. A ward or foster child or stepchild who **resides** in **your** household; at the time of the **accident** or **loss**.
- “**Family member**” includes **your** unmarried dependent children living temporarily away from home.
- The definitions of “Family Member” is only applicable if **you** are listed on the **Declarations Page** as an **individual**.
- R. “**Individual**” means a natural born human being.
- S. “**Insured contract**” means:
- 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability that is vicariously imposed on another for **your** negligence or that of **your employees** or agents; or
  - 6. That part of any contract or agreement, entered into as part of **your** business, for the rental of a **covered auto**.
- An “**insured contract**” does not include that part of any contract or agreement:
- 1. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

2. That pertains to the loan, lease or rental of an **auto** to **you** or any of **your employees** or **temporary employees**, if the **auto** is loaned, **leased** or rented with a driver; or
  3. That holds a **person** engaged in the business of **Carrying property for compensation or a fee harmless** for **your** use of an **insured auto** over a route or territory that **person** is authorized to serve by public authority.
  4. That holds a **person** engaged in the business of Carrying **individuals** for compensation or a fee harmless for **your** use of an **insured auto** over a route or territory that **person** is authorized to serve by public authority.
- T. “**Leased Worker**” means an **individual leased** to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm to perform duties related to the conduct of **your** business. Leased Worker does not include any **Temporary Worker**.
- U. “**Loss**” means sudden, direct unexpected and unintended event, or a continuous or repeated exposure to that event, that causes **bodily injury** or **property damage**, including theft. **Loss** does not include **diminution in value**.
- V. “**Mobile equipment**” means any of the following types of land vehicles, including any attached machinery and equipment:
1. Bulldozers, power shovels, cranes, rollers, booms, winches, shredders, graders, diggers, mixers, compressors, generators, drills, welders, pumps, farm implements and machinery, forklifts, street sweepers or other cleaners and other similar specialized equipment;
  2. Vehicles **you** use solely on a premises **you own** or rent and on accesses to public roads that adjoin these premises;
  3. Vehicles designed for normal use off public roads or which do not require licensing in the **state** in which **you** live or **your** business is licensed;
  4. Vehicles which travel on crawler treads;
  5. Non self-propelled vehicles used primarily to provide mobility to the following permanently attached equipment: air compressors; pumps and generators; spraying, welding, cleaning, lighting, geophysical exploration and well servicing equipment; cherry pickers or other devices used to raise or lower workers; snow removal equipment; or road maintenance equipment;
  6. Vehicles used primarily for purposes other than transportation of **persons** or cargo. However, selfpropelled vehicles with permanently attached equipment listed below are not **mobile equipment** but will be considered **autos**:
    - a. Snow removal, road maintenance and street cleaning equipment.
    - b. Any equipment listed in paragraph 5. above

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the **state** where it is licensed or principally garaged.

Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.
- W. “**Motor vehicle business**” means the business of:
1. Selling;
  2. Repairing;
  3. Servicing;
  4. Storing;
  5. Parking;
  6. Road testing;
  7. Delivering;
  8. Leasing or renting;
  9. Washing; or
  10. Valet parking; any motor vehicle.

- X. “**Named insured**” means the **person(s)** designated as the **named insured(s)** on the **Declarations Page**. **Named insured** does not include any **person(s)** email address, or other identifiable information other than their name shown on the **Declarations Page**.
- Y. “**Occupying**” means in; upon; getting into, out of, on or off. An **individual** cannot be **occupying** more than one motor vehicle at a time.
- Z. “**Own**”, “**owned**”, “**owner**”, and “**ownership**”, with respect to an **auto** or **trailer**, mean the **person** who:
1. Holds the legal title to the **auto** or **trailer**; or
  2. Has legal possession of an **auto** or **trailer** that is:
    - a. Subject to a written security agreement; or
    - b. Leased to that **person** by a written agreement for a continuous period of six (6) months or longer.
- AA. “**Organization**” means a corporation, LLC, or other legal entity that is not a natural born **person** with the right to sue, be sued, **own** property and enter into legal contracts. Organization does not include any DBA or other similar fictitious business names or aliases.
- BB. “**Permissive operator**” means any **individual** using a **covered auto** with and within the scope of **your** express permission provided such **individual**: 1. Has a valid U.S. driver’s license at the time of the **accident**; and 2. Is not an **undisclosed operator**.
- CC. “**Person(s)**” means an **individual**, or **organization**.
- DD. “**Personal Use**” means the use of a company owned vehicle or a business designated vehicle for non-business purposes, such as commuting, running errands or taking personal trips.
- EE. “**Pollutant**” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- FF. “**Private passenger 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, **private passenger auto** does not include step-vans, parcel delivery vans, cargo cutaway vans or other vans with cabs separate from the cargo area.
- GG. “**Property damage**” means physical damage to, destruction of, or **loss** of use of, tangible property, if caused solely by an **accident** covered under this Policy.
- HH. “**Punitive or exemplary damages**” means all damages that may be awarded, other than compensatory damages, to:
1. Punish or deter conduct; and/or
  2. Fine, penalize or impose a statutory penalty due to conduct;
- because the conduct is malicious, grossly negligent, wanton, willful, fraudulent or unlawful. This includes, but is not limited to, any damages that have been defined by law as punitive damages or exemplary damages, and any additional costs, attorney fees, other fees, costs or interest awarded because of such damages.
- II. “**Racing**” means:
1. Participating in, **competing** in, practicing for or preparing for any prearranged or organized **racing**, speed, demolition or stunting contest, a timed event or activity;
  2. Participating in or **competing** in an unarranged or spontaneous street or off-road race or stunt;
  3. Operating an **auto** on an indoor or outdoor track, course or trail designed or used for:
    - a. Racing or speed contest or adventure;

- b. Demonstration driving;
- c. Driver or skills training;
- d. High performance driving; or
- e. Driving competition.

JJ. “**Replacement auto**” means an **auto** that **you** acquire during the current policy term that has taken the place of an **auto** specifically described on the **Declarations Page** due to termination of **your ownership** of the replaced **auto** or due to mechanical breakdown of, deterioration of, or **loss** to the replaced **auto** that renders it permanently inoperable. Any coverage **we** provide for a **replacement auto** is subject to the following terms:

1. No other insurance applies to the **replacement auto**, and **we** insure all **autos** that **you own**.
2. On the date **you** become the **owner** of a **replacement auto**, if coverage applies under this Policy, that **replacement auto** will have the same coverage as the **auto** shown on **your Declarations Page** that is being replaced.
3. The deductible that applies to a **replacement auto** shall be the same as the **auto** it replaced.
4. All coverage **we** provide for the **replacement auto** ends thirty (30) calendar days after **you** become the **owner** if **you** do not ask **us** to insure it within those thirty (30) calendar days.
5. Any coverage **you** ask **us** to add to the **replacement auto** or any increase of limits of liability shall not begin until after:
  - a. **We** agree to add the coverage or increase the limits; and
  - b. **You** pay any additional premium when due.
6. The **replacement auto** is similar in type and use as a listed or scheduled **auto(s)** on the **Declarations Page** and is eligible for coverage pursuant to **our** underwriting criteria.

KK. “**Reside**”, “**resides**”, and “**residing**” mean to dwell within the household of the **Named insured’s** primary and legal domicile if the **Named Insured** is an **individual**.

LL. “**Temporary Employee**” means any **Temporary Worker**, independent contractors, or subcontractors, who perform work on **your** behalf.

MM. “**Temporary Worker**” means an **individual** who works for **you** to substitute for a permanent **employee** or to meet seasonal or short-term workload conditions including volunteers and day laborers who perform work on **your** behalf whether or not for compensation.

NN. “**Trailer**” means a non-motorized vehicle, including a farm wagon or farm implement, designed to be pulled on public roads by an **auto** if the **trailer** is not being used:

1. As a residence, office, store, business or for display purposes; or
2. To transport passengers.

A **trailer** does not include a mobile home. A **trailer** includes a semi-**trailer** and any piece of equipment used to convert a semi-**trailer** to a full **trailer** while it is attached to the semi-**trailer**.

OO. “**Transportation Network Company**” or “**TNC**” is a corporation, partnership, sole proprietorship, or other entity that is using a digital **network** to connect **Transportation Network Company** customers to **Transportation Network Company** drivers who provide **TNC prearranged trips**.

PP. “**TNC prearranged trip**” means the provision of transportation by a **Transportation Network Company** driver to a passenger or any goods or services provided through the use of a **TNC’s** digital **network**:

1. Beginning when a transportation **network** company driver accepts a request for a trip through a digital **network** controlled by a **Transportation Network Company**;
2. Continuing while the **Transportation Network Company** driver transports the requesting passenger or goods or services; and
3. Ending when the last requesting passenger departs from the “**TNC**” vehicle, or the completion of the delivery of any goods or services.

QQ. “**Undisclosed operator**” means:

1. An **individual** who is an **operator** of a **covered auto** and such **individual** is not listed as a driver on the **Declarations Page** of this Policy and has had access to a **covered auto** for more than 30 days; or
2. An **individual** who is listed on the **Declarations Page** as a non-driver or excluded driver; or
3. An **employee** or **temporary employee** who is hired prior to the policy period and such **individual** is not listed as a driver on the **Declarations Page** of this Policy; or
4. An **employee** or **temporary employee** hired during the policy term and **you** have failed to notify **us** of the new **Individual** for more than 30 days after their date of hire; or
5. If **you** are an **individual**, any **family member** or any other **individual** who **resides** in **your** household and is not listed as a driver on the **Declarations Page** of this Policy or that is listed on the **Declarations Page** as a non-driver or excluded driver.

RR. “**We**,” “**us**” and “**our**” mean the Company shown on the **Declarations Page** as providing this insurance.

SS. “**You**” and “**your**” mean the **person** shown on the **Declarations Page** as the **named insured**.

## **DUTIES AFTER AN ACCIDENT OR LOSS – FILING A CLAIM**

### **GENERAL DUTIES**

- A. **We** do not provide coverage under this Policy unless **you** have paid the required premium when due. Failure to give notice as required may affect coverage provided under this Policy. Failure to comply with any of the duties in this Policy may result in denial of coverage and relieve **us** of all duties to investigate, settle, defend, pay any judgment or otherwise honor any claims made by an **insured** or against an **insured**.
- B. **We** must be notified promptly of how, when and where the **accident** or **loss** happened. **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. Notice should include the following:
  1. All known facts and circumstances. This notice to **us** should include all known names, addresses and telephone numbers of any injured **persons** and witnesses.
  2. All known license plate information of vehicles involved or vehicle descriptions; and
  3. All known driver’s license information of **individuals** involved.
- C. Any **person** claiming any coverage under this Policy must:
  1. Cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit and assist **us** in:
    - a. Making settlements;
    - b. Obtaining or authorizing **us** to obtain or secure evidence;
    - c. Giving evidence;
    - d. Obtaining the attendance of witnesses at hearings and depositions; and
    - e. The conduct of lawsuits.
  2. Promptly send **us** copies of any notices or legal papers filed or received in connection with the **accident** or **loss**. **We** will not pay for attorney fees or costs incurred by any **insured** or other **person** without **our** prior written consent.
  3. Agree to give **us** information and consent necessary for **us** to comply with any statutes or government regulations that apply including, but not limited to, the **individual’s** social security number.
  4. Submit, as often as **we** reasonably require, to medical or physical examinations by physicians **we** select. **We** will pay for these examinations.
  5. Submit to examinations under oath by **us** or **our** representative as often as **we** reasonably require. These examinations will take place at a reasonable location of **our** choice and outside the presence of any witness, or **person** making a claim due to the same **accident** or **loss**, or any other **individual** other than **your** attorney. **We** may:

- a. Also require an examination under oath from any **family member, employee or temporary employee**, who may be able to assist **us** in obtaining relevant information even if that **individual** is not claiming benefits under this Policy; and
  - b. Make a video and/or audio recording or any other type of recording of an examination under oath.
6. Give **us** written and recorded statements as often as **we** reasonably request.
  7. Give **us** written authorization to obtain:
    - a. Medical records and reports, including current reports, notes and test results, records of prior medical history and treatment, therapy records and counseling records;
    - b. Credit and financial records;
    - c. Photographs;
    - d. Telephone, including cellular, text messaging and all other telephonic communication records, including billing records;
    - e. Global Positioning system data (GPS), video, or other data gathered via any telematics or data capturing device whether installed in the **covered auto** or as part of any device in the **covered auto** including cell phones and cameras at the time of **loss**.
    - f. Other records **we** deem relevant in the investigation or settlement of a claim.
  8. Provide a sworn statement as proof of **loss** as **we** require.
  9. Not voluntarily assume any obligation to pay, make any payment or incur any expense for **bodily injury or property damage** arising out of an **accident**.
  10. Attend hearings and trials as **we** require.
  11. Authorize **us** to get any information on any data, maintenance or event recorder or similar device installed in a **covered auto** as **we** deem relevant to the facts of the **accident** or **loss**.
  12. Allow **us** to take any photographs and/or audio/video recordings **we** may require as a part of **our** investigation.
  13. Convey title to and possession of the damaged, destroyed or stolen property to **us** if **our** payment is based on a total **loss**.
  14. Authorize **us** access to **your** business or personal records as often as **we** may reasonably require.

**We** have no duty to provide coverage under this Policy if failure to comply with any of the duties listed above is prejudicial to **us**.

Notice of an **accident** or **loss** by **you** to any agent authorized by **us**, with particulars sufficient to identify **you** as an **insured**, is notice to **us**. **Your** failure to give any notice required by this Policy within the time specified does not invalidate a claim made by **you** if **you** can show that it was not reasonably possible to give **us** notice within the prescribed time and that notice was given as soon as reasonably possible. Failure to give **us** notice within the prescribed time or as soon as reasonably possible does not absolve **us** from **our** liability under this contract if **you** can prove that **our** rights and interests have not been prejudiced by **your** failure to give **us** notice as required.

#### **ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO**

A **person** seeking coverage under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO must, in addition to the GENERAL DUTIES:

1. Promptly, but no later than twenty-four (24) hours after discovery of the **loss**, report the theft or vandalism of any **auto** or other property **insured** under this Policy, or its equipment or parts, to the police or other local law enforcement.
2. Take reasonable steps after a **loss** to protect all property **insured** under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO from further **loss**. **We** will pay reasonable and necessary expenses incurred in providing that protection. Any further **loss** due to failure to protect will not be covered under this Policy. Keep a record of **your** expenses for consideration in the settlement of a claim.

3. Permit **us** to inspect and appraise all **loss** covered under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO before its repair or disposal.
4. Promptly, but no later than twenty-four (24) hours after any **accident** or **loss** file a report with the police or other local law enforcement if the **person** cannot identify the **owner** or **operator** of an at-fault vehicle involved in the **accident**.
5. Authorize **us** to move the damaged **auto** or **trailer** to a storage facility of **our** choice at **our** expense.

## **PART A > LIABILITY COVERAGE**

### **INSURING AGREEMENT**

- A. Subject to the limit of liability shown on the **Declarations Page**, if **you** pay **us** the premium for Liability Coverage, **we** will pay compensatory damages for which an **insured** is legally liable due to **bodily injury** or **property damage** caused by an **auto accident** that arises out of the **ownership**, maintenance or use of a **covered auto** under this PART A. Damages include prejudgment interest awarded against an **insured** subject to **our** limits of liability for this PART A. **We** will not pay for **punitive or exemplary damages**.

**IMPORTANT NOTICE:** **We** shall not be obligated to pay any claim or judgment, or defend any lawsuit, after **our** limit of liability under this Part A has been offered or exhausted by payment or deposited with a court having jurisdiction.

- B. **We** will settle or defend, as **we** consider appropriate, any claim or lawsuit asking for these damages. If **we** defend, **we** will choose the counsel of **our** choice, which may include an in-house counsel. In addition to **our** limits of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted by payment of judgments or by settlement. **We** have no duty to:
1. Defend any lawsuit;
  2. Settle any claim; or
  3. Pay any judgment;

for **bodily injury** or **property damage** not covered under this Policy.

### **ADDITIONAL DEFINITIONS – PART A > LIABILITY COVERAGE**

When used in this PART A:

1. The definition of **auto** shall also include **mobile equipment** but only while being carried or towed by a **covered auto**, and trailers designed primarily for travel on public roads, while connected to **your covered auto** that is a power unit.
2. “**Insured**” means:
  - a. **You** for the **ownership**, maintenance or use of a **covered auto**.
  - b. Any additional driver listed on the **Declarations Page**, but only while using a **covered auto**.
  - c. A **permissive operator**.
  - d. For the use of a **covered auto**, any **person**, but only with respect to the legal liability for acts or omissions of a **person** for whom coverage is afforded under this PART A.

The following are not **insureds** under this PART A:

- a. The United States of America or any of its territories or possessions, or agencies.
- b. Any **person** with respect to **bodily injury** or **property damage** resulting from the operation of an **auto** by that **person** as an **employee** or **temporary employee** of the United States Government. This applies only if the provisions of 28 U.S.C. §2679 as amended, require the Attorney General of the United States to defend that **person** in any civil action which may be brought for the **bodily injury** or **property damage**.
- c. Any **person** while working in a **motor vehicle business** unless that business is yours and is shown as **your** occupation on the **Declarations Page**.
- d. Any **person**, other than one of **your employees**, or **temporary employees** listed on the **Declarations Page**, while moving property to or from a **covered auto**.
- e. The **owner** or anyone else from whom **you** hire or borrow a **covered auto** unless the **covered auto** is a **trailer** connected to a **covered auto you own**.

- f. Any **individual** who is specifically excluded from coverage under this Policy
- g. Any **individual** who is an **undisclosed operator**.

## CERTIFICATE OF INSURANCE

If **we** make a filing or submit a certificate of insurance on **your** behalf with a regulatory or governmental agency, the term “**insured**” as used in such filing or certificate, and in any related endorsement, refers only to the **person** named on such filing, certificate or endorsement.

## SUPPLEMENTARY PAYMENTS

In addition to **our** limit of liability, **we** will pay on behalf of an **insured**:

1. Premiums on appeal bonds and attachment bonds required in any lawsuit **we** defend and choose to appeal. **We** have no duty to:
  - a. Apply for or furnish any bond; or
  - b. Pay the premium on any bond in an amount that is more than **our** limit of liability.
2. Interest accruing after a judgment is entered in any lawsuit **we** defend on that portion of the judgment that is within **our** limit of liability. This payment does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured**. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limits of liability for this coverage whether this is through a payment, offer in writing, or deposit in court of that part of the judgment which does not exceed **our** Limit of Liability.
3. Reasonable **loss** of earnings, up to \$250 per day, that are incurred by an **insured** due to attendance at hearings, proceedings, or trials at **our** request. The **insured** must make a written request for **loss** of earnings and provide written proof of such **loss**.
4. Up to \$2,000 for cost of bail bonds required because of an **accident we** cover. **We** have no duty to apply for or furnish these bonds;
5. Other reasonable expenses incurred at **our** request.
6. All court costs taxed against the **insured** in any “suit” against the **insured we** defend. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the **insured**.

## EXCLUSIONS

**PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.**

A. **We** do not provide Liability Coverage for, nor do **we** have a duty to defend for:

1. **Bodily injury or property damage:**

- a. Caused intentionally by, or at the direction of, an **insured**; or
- b. That is, or should be, reasonably expected to result from an intentional act of an **insured**;

even if the actual **bodily injury or property damage** that results is different than that which was intended, or is sustained by a different **person**, real or personal property, than initially expected or intended.

However, this exclusion shall not apply to **property damage** to the extent of the legal interest of a **named insured** who did not direct, participate in or consent to the intentional act that caused the **property damage** if it was directly related to and in the form of an intentional act of domestic abuse by a **named insured** against another **named insured**.

2. **Property damage** to property:

- a. **Owned** by;
- b. Rented to;
- c. Used by;
- d. Transported by; or
- e. In the care, custody, or control of; **you**, a **family member** or an **insured**, including damage to **autos** being towed by the **insured**.

3. **Bodily injury to:**
  - a. **You;**
  - b. Any **owner**, officer or principal of **you**, if **you** are an **organization**;
  - c. Any **employee** or **temporary employee** of an **insured**;
  - d. Any fellow **employee** or fellow **temporary employee** of an **insured**;
  - e. Any **permissive operator**;
  - f. Any **undisclosed operator**;

arising out of, and in the course of their employment or work performed on **your** behalf.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. But this exclusion does not apply to **bodily injury** to a domestic **employee** or domestic **temporary employee** if benefits are neither paid nor required to be provided under any workers' compensation, disability benefits, or similar law, or to liability for **bodily injury** assumed by the **insured** under an **insured contract**. For the purposes of this Policy, a domestic **employee** or domestic **temporary employee** is an **individual** engaged in household or domestic work performed principally in connection with **your** residential premises.

4. **Bodily injury** to any spouse, child, parent, brother, sister or **family member**.
5. **Bodily injury, property damage** arising out of the **ownership** or use of an **auto** while it is used by a **Transportation Network Company** driver who is logged onto a **Transportation Network Company's** digital **network** but is not engaged in a **Transportation Network Company prearranged trip** or while the driver provides a **Transportation Network Company prearranged trip**.
6. Any obligation for which an **insured** or the insurer of that **insured** may be held liable under a worker's compensation, unemployment compensation, disability benefits law or any similar law.
7. **Bodily injury, property damage** or **loss** due to defects, deficiencies, inadequacies or dangerous conditions in **your** products or in work performed by **you** or on **your** behalf after it has been completed. This includes erroneous deliveries of materials, goods, or liquids into a wrong receptacle or to a wrong address and erroneous delivery of one product for another.

**Your** products and work include warranties or representations made by **you** at any time with respect to the fitness, quality, durability, or performance of **your** products or work performed.

**Your** work will be deemed completed at the earliest of the following times:

- a. When all of the work called for in **your** contract has been completed.
- b. When all of the work to be done at a particular site has been completed if **your** contract calls for work at more than one site.
- c. When that part of the work done at a job site has been put to its intended use by any **person** other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

8. **Bodily injury** or **property damage** that occurs while any **person** is using an **auto** without the **owner's** express or implied permission or beyond the scope of the **owner's** express or implied permission.
9. **Bodily injury** or **property damage** resulting from:
  - a. The loading of property before it has been placed in or on a **covered auto**;
  - b. The unloading of property after it has been taken off of or out of a **covered auto** once the property is no longer in physical contact with a **covered auto**;
  - c. The loading or unloading of property by any device that is attached to a **covered auto**; or
  - d. The loading or unloading of property by anyone who is not **you, your employee, or your temporary employee** listed on the **Declarations Page**.
10. **Bodily injury** or **property damage** resulting from:
  - a. the loading of passengers before they have entered a **covered auto**;
  - b. The unloading of passengers after exiting a **covered auto** once the passenger is no longer in physical contact with a **covered auto**;

- c. The moving of or assisting to move any **individual** not physically in contact with a **covered auto**; or
- d. The loading or unloading of passengers by anyone who is not **you, your employee, or your temporary employee** listed on the **Declarations Page**.

11. **Bodily injury or property damage** for which any **person**:

- a. Is **insured** under a nuclear energy liability policy; or
- b. Would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada. This exclusion applies even if the limits of that insurance are exhausted.

12. **Bodily injury or property damage** arising out of the **ownership**, maintenance or use of any vehicle while **racing**.

13. Any obligation for which the United States Government is held responsible under the Federal Tort Claims Act.

14. Any liability assumed by an **insured** under any contract or agreement unless the agreement is an **insured contract** that was executed prior to the occurrence of any **bodily injury or property damage**.

15. **Bodily injury or property damage** to any **person** that results from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.

16. **Bodily injury or property damage** caused by, or any consequence of:

- a. War, whether declared or undeclared;
- b. Civil war; c. Insurrection;
- c. Rebellion or revolution;
- d. Radioactive contamination; or
- e. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.

17. **Bodily injury or property damage** arising out of the **ownership**, maintenance or use of a **covered auto** as a residence or premises.

18. **Bodily injury or property damage** arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration; release; existence; or presence of, or actual, alleged, or threatened exposure to, any mold, mildew, fungus or other microbes. This includes any type or form of:

- a. decomposing or disintegrating organic material or microorganism;
- b. organic surface growth on moist, damp, or decaying matter;
- c. yeast or spore-bearing plant-like organism; or
- d. spores; scents; toxins; mycotoxins; bacteria; viruses; or any other by- products produced or released by any mold, mildew, fungus, or other microbes.

19. Court ordered criminal restitution.

20. **Bodily injury or property damage** resulting from the use or discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **auto**.

21. **Bodily injury or property damage** caused by or through the **ownership**, maintenance or use of any **mobile equipment** or other apparatus attached to, or pulled by, a **covered auto** except while a **covered auto** is in transit on a public roadway.

22. **Bodily injury or property damage** resulting from the explosion or discharge of Class A and B explosives, poisonous gas, liquid gas, compressed gas, or radioactive material and all other materials and/or commodities as listed in the Motor Carrier Act (49 CFR 173, 172.101, 173.389, 171.389, 171.8) which are manufactured, sold, transported, handled or distributed by an **insured**.

23. **Bodily injury or property damage** arising from the operation of any equipment including but not limited to:
- a. Air compressors;
  - b. Pumps;
  - c. Generators;
  - d. Spraying equipment;
  - e. Welding equipment;
  - f. Cleaning equipment;
  - g. Lighting equipment;
  - h. Geophysical exploration equipment;
  - i. Well servicing equipment;
  - j. Cherry pickers or other devices used to raise or lower workers;
  - k. Snow removal equipment; or
  - l. Road maintenance equipment;

regardless of whether the equipment is part of, or attached to, a **covered auto**.

24. **Bodily injury or property damage** if a **covered auto** is attached to a **trailer** not listed on the **Declarations Page** and the **trailer**:

- a. Is greater than twelve (12) feet in length; or
- b. Has a gross vehicular weight rating of 2,000 pounds or more; and

is owned by **you, your employee or temporary employee** or has been hired or borrowed by **you, your employee or temporary employee** for more than thirty (30) consecutive calendar days.

25. **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants**:

- a. That are contained in any property that is:
  - i. Being transported or towed by, or handled for movement into, onto or from a **covered auto**;
  - ii. Otherwise being transported by or on behalf of the **insured**; or
  - iii. Being stored, disposed of, treated or processed in or upon a **covered auto**;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto a **covered auto**; or
- c. After the **pollutants**, or any property in which the **pollutants** are contained, are moved from a **covered auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

Paragraph a.(3) of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a **covered auto** or its parts, if:

- a. The **pollutants** escape or are discharged, dispersed or released directly from a **covered auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants** and is a part that would be required for the customary operation of a **covered auto**; and
- b. The **bodily injury or property damage** does not arise out of the operation of any **mobile equipment**.

Paragraphs b. and c. of this exclusion do not apply to accidents that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a **covered auto** if:

- a. The **pollutants**, or any property in which the **pollutants** are contained, are upset, overturned or damaged as a result of the maintenance or use of a **covered auto**; and
- b. The discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

26. Any damage, cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.

27. **Bodily injury or property damage** arising out of the use of a **covered auto** for transportation of any explosive substance, flammable liquid, or similarly hazardous material.

28. **Bodily injury or property damage** occurring outside any territory or possession of the United States and any province of Canada, or while an **auto** is being transported between their ports.

29. **Bodily injury or property damage** involving an **auto** while being used or maintained by any **person** when employed or engaged in **motor vehicle business**, unless that is **your** business, and it was so represented in **your** application.
  30. Any liability imposed upon an **insured** by statute arising from the **insured's** sponsorship of a minor for an **operator's** license.
  31. **Bodily injury or property damage** arising out of an **undisclosed operator's** maintenance or use of a **covered auto**.
  32. **Bodily injury or property damage** resulting from or caused by the movement of property by a mechanical device, other than a hand truck, not attached to a **covered auto**.
  33. That occurs while any **individual**, who is specifically excluded from coverage under Part A > LIABILITY COVERAGE pursuant to a Named Driver Exclusion Endorsement or under any other provision of this Policy, is operating an **auto**.
  34. For charges, fees, and administrative expenses for services performed by law enforcement and municipal personnel while responding to a motor vehicle **accident** or **loss**.
  35. Liability arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry individuals for compensation or a fee** or as a public or livery conveyance, unless **you** have indicated to **us** in **your** Application that a **covered auto** is used for this purpose. This exclusion does not apply to a share-the-expense car pool whose members are on the way to or from the same place of employment.
  36. Liability arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry property for compensation or a fee**. This includes but is not limited to the pickup, transportation or delivery of food, magazines, newspapers or flowers. This exclusion does not apply if **you** have indicated on the application or subsequently notified **us** in writing that **your** business is a for hire business transporting property.
  37. **Bodily injury or property damage** resulting from the use of any **auto** by any **person** with a revoked or suspended driver's license or permit.
- B. **We** do not provide Liability Coverage for, nor do **we** have a duty to defend, any **insured** for **bodily injury or property damage** arising out of the **ownership**, maintenance, or use of:
1. Any vehicle which has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer**.
  2. Two or three wheel motorcycles;
  3. Any vehicle, other than a **covered auto** that is:
    - a. **Owned** by **you**; or
    - b. Furnished or available for **your** use.
  4. Any vehicle, other than a **covered auto** that is:
    - a. **Owned** by any **family member**; or
    - b. Furnished or available for the use of any **family member**;
  5. Any vehicle, other than a **covered auto** that is:
    - a. **Owned** by any **owner**, officer, principal, partner, **employee**, or **temporary employee** of **you**; or
    - b. Furnished or available for the regular use of any **owner**, officer, principal, partner, **employee**, or **temporary employee** of **you**.
  6. A **covered auto** that:
    - a. Is being rented or **leased**, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
    - b. Has been given in exchange for compensation;
    - c. Is under a conditional sales agreement by **you** to another; or

- d. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in **your** possession.
7. Any **covered auto** rated as a commercial auto that is driven for **personal use**.

#### LIMITS OF LIABILITY

- A. The Bodily Injury limit of liability shown on the **Declarations Page** for “each **person**” is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** sustained by any one **person** in any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- B. Subject to the limit for “each **person**”, the Bodily Injury limit of liability shown on the **Declarations Page** for “each **accident**” is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- C. The Property Damage limit of liability shown on the **Declarations Page** for “each **accident**” is the most **we** will pay for all damages due to **property damage** sustained in any one **accident**.
- D. If the **Declarations Page** indicates that a combined single limit applies, the limit of liability shown is the most **we** will pay for the total of all damages, including **derivative claims**, arising out of and due to **bodily injury** and/or **property damage** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.

Without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

- E. There will be no adding, stacking or combining of coverage. The limits of liability for Bodily Injury Liability Coverage and Property Damage Liability Coverage shown on the **Declarations Page** are the most **we** will pay as a result of any one **accident** without regard to the number of:
  1. Insureds, heirs or survivors;
  2. Claimants;
  3. Claims made;
  4. Lawsuits filed;
  5. Vehicles shown on the **Declarations Page**;
  6. Premiums shown on the **Declarations Page**;
  7. Vehicles involved in the **accident**; or
  8. Premiums paid.
- F. A **covered auto** and attached **trailer(s)** are considered one **auto**. Therefore, the limit of liability will not be increased for an **accident** involving an **auto** with an attached **trailer(s)**.
- G. Any payment under PART A > LIABILITY COVERAGE will be reduced by any payment made to that **person** under PART B > MEDICAL PAYMENTS COVERAGE or PART C > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE or payment made under any PERSONAL INJURY PROTECTION (PIP) Endorsement.
- H. No one will be entitled to receive duplicate payments for the same element of **loss** or damages under PART A for which payment has been made:
  1. Under any other coverage provided by this Policy;
  2. By or on behalf of the **person** that may be legally responsible; or
  3. Under any other insurance including but not limited to, worker’s compensation, disability or health coverage, or source of recovery.
- I. For the purpose of determining **our** Limit of Liability all **bodily injury** or **property damage** resulting from continuous or repeated exposure to substantially the same event, shall be considered as resulting from one **accident**.
- J. If **we** have filed a certificate of insurance on **your** behalf with any regulatory or governmental agency, and:
  1. **we** are required to pay any judgment entered against **you**; or

2. **we** agree to settle a claim or lawsuit;

for **bodily injury or property damage** arising out of an **accident** or **loss** otherwise not covered under the terms of this Policy solely because of such certificate of insurance, **we** will be obligated to pay no more than the minimum amount required by that agency or applicable law. If any payment is based solely on such certificate, **you** must reimburse **us** in full for **our** payment, including legal fees and costs **we** incurred, whether the payment is made as a result of judgment or settlement.

#### **OUT OF STATE COVERAGE**

- A. If an **accident** to which this Policy applies occurs in any **state** or province other than the one in which a **covered auto** is principally garaged, **we** will interpret **your** Policy for that **accident** as follows: If the **state** or province has:
  1. A financial responsibility or similar law requiring a nonresident driver to maintain insurance with limits of liability for **bodily injury or property damage** higher than the limits shown on the **Declarations Page**, the limits of liability under this Policy that apply to that **accident** will be the minimum Liability Coverage limits required by the law in that **state** or province. However, **we** will not provide any Liability Coverage for an **accident** if the **Declarations Page** does not show **you** have purchased that Liability Coverage unless that **state** or province has a financial responsibility or similar law that requires **us** to do so; 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** or province, this Policy will provide the greater of:
    - a. The required minimum limits and types of coverage; or
    - b. The applicable limits of liability provided for that **insured** under this Policy.
- B. This extension does not apply to the limit or limits specified by any law governing commercial carriers of passengers or property.
- C. **We** will not modify the coverage under this Policy if the **accident** involves a **covered auto** which is registered in or operated in a **state**, other than the **state** in which this Policy is issued, for thirty (30) days or more within the calendar year in which the **accident** occurred.
- D. **We** will not pay anyone more than once for the same elements of **loss** because of this extension.

#### **FINANCIAL RESPONSIBILITY REQUIRED**

When this Policy is certified as proof of financial responsibility, this Policy will comply with the law of the **state** in which the Policy is written to the extent required. If **we** make a payment for an **accident** which is not covered under the terms of this Policy but which **we** paid solely to comply with the terms of a financial responsibility certification, **you** must reimburse **us** to the extent of such payment. **We** will be obligated to pay no more than the minimum amount required by that agency or applicable law.

#### **OTHER INSURANCE**

- A. For any **covered auto** that is specifically described on the **Declarations Page**, this Policy provides primary coverage unless that **auto** is hired or borrowed from **you**. For any **covered auto** that is specifically described on the **Declarations Page** and is hired or borrowed from **you** and or used for someone else's business, even if it is operated by **you** or any of **your employees, temporary employees, or family members**, coverage under this Policy will be excess over any and all other valid and collectible insurance, whether primary, excess or contingent. For any **covered auto** which is not specifically described on the **Declarations Page**, coverage under this Policy will be excess over any and all other valid and collectible insurance, whether primary, excess or contingent. If coverage under more than one policy applies on the same basis, either excess or primary, **we** will pay only **our** proportionate share. **Our** proportionate share is the proportion that the Limit of Liability of this Policy bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.
- B. If the other insurer refuses to defend, **we**:
  1. Will continue to defend where required by law;
  2. Shall be subrogated to the **insured's** rights against the other insurer;
  3. Reserve **our** rights against such insurer; and
  4. Do not waive any of **our** rights against the other insurer by continuing to defend.

- C. If a **covered auto**, which is specifically described on the **Declarations Page**, is a **trailer**, this Policy will be primary only if the **trailer** is attached to a **covered auto** that is a power unit **you own** and is specifically described on the **Declarations Page**; it will be excess in all other circumstances.
- D. If any applicable insurance other than this Policy is issued by **us** and is applicable to a covered **accident**, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.
- E. When two policies providing liability insurance apply to an **auto** and;
  - 1. One provides coverage to a Named Insured engaged in the **motor vehicle business**; and
  - 2. The other provides coverage to a **person** not engaged in the **motor vehicle business**; and
  - 3. At the time of an **accident** a **person** described in Paragraph b., is operating an **auto** owned by the business described in Paragraph a., then that **person's** liability insurance is primary and the Policy issued to a business described in Paragraph a. is excess over any insurance available to that **person**.
- F. When two policies providing liability insurance apply to an **auto** and:
  - 1. One provides coverage to a Named Insured engaged in the **motor vehicle business**;
  - 2. The other provides coverage to a **person** not engaged in the **motor vehicle business**; and
  - 3. At the time of an **accident** an **insured** under the policy described in Paragraph 1. is operating an **auto** owned by a **person** described in Paragraph 2., then the liability insurance policy issued to the business described in Paragraph 1. is primary and the policy issued to a **person** described in Paragraph 2. is excess over any insurance available to the business.

## **PART B > MEDICAL PAYMENTS COVERAGE**

### **INSURING AGREEMENT**

- A. Subject to the limit of liability shown on the **Declarations Page**, if **you pay us** the premium for Medical Payments Coverage, **we** will pay **medical expenses** and funeral service expenses arising out of **bodily injury**:
  - 1. Caused by an **auto accident**;
  - 2. Sustained by an **insured**; and
  - 3. Arising out of the **ownership**, maintenance or use of an **auto**.

**We** will pay only those **medical expenses** and funeral service expenses incurred within three (3) years from the date of the **accident**.
- B. **We** have the right to review the **medical expenses** to determine if they are reasonable and necessary for diagnosis and treatment of **bodily injury**. **We** may use independent sources of information selected by **us** to assist **us** in determining if any **medical expense** is reasonable and necessary. These sources may include, but are not limited to:
  - 1. Physical exams paid for by **us** and performed by physicians **we** select;
  - 2. Review of medical files;
  - 3. Computer databases; or
  - 4. Published sources of **medical expense** information.
- C. **We** may refuse to pay for:
  - 1. Any portion of a **medical expense** that is unreasonable because the fee, cost or charge for the service is greater than the usual and customary charge; and/or
  - 2. Any **medical expense** because the service rendered is unnecessary for the treatment of the **bodily injury** sustained.

Any dispute as to the usual and customary charge will be resolved between the service provider and **us**.

If **we** refuse to pay for any portion of a **medical expense** because the fee, cost or expense is unreasonable or for any service because the service is unnecessary and the **insured** is sued for payment of this **medical expense**, **we** will defend the **insured** with an attorney of **our** choice. **We** will pay defense costs and any judgment against the

**insured** up to **our** limit of liability for this coverage. The **insured** must cooperate with **us** in the defense of the lawsuit and attend depositions, hearings, or trials at **our** request. **We** will pay, upon written request by the **insured**:

1. Reasonable **loss** of earnings to an **insured**, up to \$250 per day, that is incurred by an **insured** due to attendance at hearings, proceedings or trials at **our** request. The **insured** must provide **us** written proof of such **loss**; and
  2. Other reasonable expenses the **insured** incurs at **our** request as a result of a lawsuit by a health care provider to recover **medical expenses we** refuse to pay because the fee, cost or charge is unreasonable or unnecessary.
- D. **We** may refuse to pay for any medical services that are not provided and prescribed by a health care provider licensed by the **state** and acting within the scope of that license.
- E. **We** will not pay for any portion of a **medical expense** that exceeds the amount that the health care provider charges to patients who do not have insurance.
- F. **We** have the right to make payment directly to a provider of **medical expenses** and funeral service expenses.
- G. **We** will not pay for any **medical expenses** incurred by an **individual** listed on the **Declarations Page** as an excluded driver or any **insured** as a result of an excluded driver's use of a **covered auto**.

#### **ADDITIONAL DEFINITIONS – PART B > MEDICAL PAYMENTS COVERAGE**

As used in this PART B:

- A. “**Insured**” means:
1. **You**, if **you** are an **individual**, and any **family member**:
    - a. While **occupying**; or
    - b. As a pedestrian when struck by: a non-owned motor vehicle designed for use mainly on public roads.
  2. Any other **individual** while **occupying** a **covered auto** when the **auto** is being used with, and within the scope of, **your** permission.
  3. If the **named insured** shown on the **Declarations Page** is a corporation, partnership, **organization** or any other entity that is not a natural **person**, any **person occupying a covered auto**, an **auto** being used as a temporary substitute, or **trailer** while attached to a **covered auto**.
- B. “**Medical expense**” and “**medical expenses**” mean the usual and customary charge for reasonable and necessary:
1. Services, treatment, procedures and products provided by a **state** licensed health care provider;
  2. Medications, orthopedic and prosthetic devices, eyeglasses, hearing aids and other medical supplies when prescribed by a **state** licensed health care provider; and
  3. Services, treatment, procedures and products provided by a **state** licensed health care provider for physical therapy, vocational rehabilitation, occupational therapy and speech pathology and audiology.
- “**Medical expense**” and “**medical expenses**” do not include any fees, costs or charges for:
1. Massage therapy not prescribed by a **state** licensed doctor of chiropractic;
  2. Marijuana, whether prescribed for medical purposes or not;
  3. Treatment, services, products, or procedures that are:
    - a. Experimental or for research; or
    - b. Not commonly and customarily recognized in the medical profession in the United States as customary treatment for **bodily injury**;
  4. Thermography, acupuncture or other related procedures of similar nature; or
  5. The purchase or rental of equipment not primarily designed to serve a medical purpose.

- C. “**Usual and customary charge**” means the fees, costs or charges **we** determine that represents a common and typical charge for services in the geographical area in which the service is rendered. **We** may determine the usual and customary charge by using independent sources of **our** choice.

## EXCLUSIONS

**PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.**

- A. **We** do not provide Medical Payments Coverage for any **individual** for **bodily injury**:
1. Caused intentionally by, or at the direction of, an **insured** or that is, or should be, reasonably expected to result from an act of an **insured** even if the actual **bodily injury** that results is different than that which was intended.
  2. That occurs while the **insured** is employed or otherwise engaged in any **motor vehicle business** unless that business is yours and it was so represented in **your** Application.
  3. To:
    - a. **You**; or any
    - b. Any **owner**, officer, principal, or partner of **you**, if **you** are an **organization**;
    - c. Any **employee** or **temporary employee** of an **insured**;
    - d. Any fellow **employee** or fellow **temporary employee** of an **insured**;
    - e. Any spouse, child, parent, brother, sister or other **family member** of a., b., c. or, d. above;arising out of and in the course of employment or performance of any work on **your** behalf.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.
  4. Arising out of the **ownership**, maintenance or use of an **auto** while it is being used to **carry individuals for compensation or a fee** or as a public or livery conveyance, unless **you** have indicated to **us** in **your** Application that a **covered auto** is used for this purpose. This exclusion does not apply to a share-the expense car pool whose members are on the way to or from the same place of employment.
  5. Arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry property for compensation or a fee**. This includes but is not limited to the pickup, transportation or delivery of food, magazines, newspapers or flowers. This exclusion does not apply if **you** have indicated on the application that **your** business is a for hire business.
  6. Arising out of the **ownership** or use of an **auto** while it is used by a **Transportation Network Company** driver who is logged onto a **Transportation Network Company's** digital **network** but is not engaged in a **Transportation Network Company** prearranged trip or while the driver provides a **Transportation Network Company** prearranged trip.
  7. Arising out of any obligation for which an **insured** or the insurer of that **insured** may be held liable under a worker's compensation, unemployment compensation, disability benefits law or any similar law.
  8. Due to defects, deficiencies, inadequacies or dangerous conditions in **your** products or in work performed by **you** or on **your** behalf after it has been completed. This includes erroneous deliveries of materials, goods, or liquids into a wrong receptacle or to a wrong address and erroneous delivery of one product for another.
  9. That occurs while any **person** is using an **auto** without the **owner's** express or implied permission or beyond the scope of the **owner's** express or implied permission.
  10. Resulting from:
    - a. The loading of property before it has been placed in or on a **covered auto**;
    - b. The unloading of property after it has been taken off of or out of a **covered auto**;
    - c. The loading or unloading of property by any device that is attached to a **covered auto**; or
    - d. The loading or unloading of property by anyone who is not **you, your employee** or **temporary employee**.
  11. Resulting from:

- a. The loading of passengers before they have entered a **covered auto**;
- b. The unloading of passengers after exiting a **covered auto** once the passenger is no longer in physical contact with a **covered auto**;
- c. The moving of or assisting to move any **individual** not physically in contact with a **covered auto**; or
- d. The loading or unloading of passengers by anyone who is not **you, your employee, or your temporary employee** listed on the **Declarations Page**.

12. For which any **person**:

- a. Is **insured** under a nuclear energy liability policy; or
- b. Would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada. This exclusion applies even if the limits of that insurance are exhausted.

13. Arising out of the **ownership**, maintenance or use of any **auto** while **racing**.

14. For which the United States Government is held responsible under the Federal Tort Claims Act.

15. Arising out of any liability assumed by an **insured** under any contract or agreement including liability imposed upon an **insured** by statute arising from the **insured's** sponsorship of a minor for an **operator's** license.

16. Resulting from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.

17. Caused by, or any consequence of:

- a. War, whether declared or undeclared;
- b. Civil war;
- c. Insurrection;
- d. Rebellion or revolution;
- e. Radioactive contamination; or
- f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.

18. Arising out of the **ownership**, maintenance or use of a **covered auto** as a residence or premises.

19. Arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration; release; existence; or presence of, or actual, alleged, or threatened exposure to, any mold, mildew, fungus or other microbes. This includes any type or form of:

- a. decomposing or disintegrating organic material or microorganism;
- b. organic surface growth on moist, damp, or decaying matter;
- c. yeast or spore-bearing plant-like organism; or
- d. spores; scents; toxins; mycotoxins; bacteria; viruses; or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

20. Resulting from the discharge or use of any firearm or weapon in connection with the **ownership**, maintenance or use of any **auto**.

21. Caused by or through the **ownership**, use or operation of any **mobile equipment** or other apparatus attached to, or pulled by, a **covered auto** except while a **covered auto** is in transit on a public roadway.

22. Resulting from the explosion or discharge of Class A and B explosives, poisonous gas, liquid gas, compressed gas, or radioactive material and all other materials and/or commodities as listed in the Motor Carrier Act (49 CFR 173, 172.101, 173.389, 171.389, 171.8) which are manufactured, sold, transported, handled or distributed by an **insured**.

23. Arising from the operation of any equipment including but not limited to:

- a. Air compressors;

- b. Pumps;
- c. Generators;
- d. Spraying equipment;
- e. Welding equipment;
- f. Cleaning equipment;
- g. Lighting equipment;
- h. Geophysical exploration equipment;
- i. Well servicing equipment;
- j. Cherry pickers or other devices used to raise or lower workers;
- k. Snow removal equipment; or
- l. Road maintenance equipment;

regardless of whether the equipment is part of, or attached to, a **covered auto**.

24. Arising out of the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants**:

- a. That are contained in any property that is:
  - i. Being transported or towed by, or handled for movement into, onto or from a **covered auto**;
  - ii. Otherwise being transported by or on behalf of the **insured**; or
  - iii. Being stored, disposed of, treated or processed in or upon a **covered auto**;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto a **covered auto**; or
- c. After the **pollutants**, or any property in which the **pollutants** are contained, are moved from a **covered auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

Paragraph a. iii. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a **covered auto** or its parts, if:

- a. The **pollutants** escape or are discharged, dispersed or released directly from a **covered auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants** and is a part that would be required for the customary operation of a **covered auto**; and
- b. The **bodily injury** or **property damage** does not arise out of the operation of any **mobile equipment**.

Paragraphs b. and c. of this exclusion do not apply to accidents that occur away from a premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a **covered auto** if:

- a. The **pollutants**, or any property in which the **pollutants** are contained, are upset, overturned or damaged as a result of the maintenance or use of a **covered auto**;
- b. The discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

25. Arising out of the operation of a **covered auto** by any driver not meeting legal age requirements to operate a vehicle in the **state** in which the **covered auto** is principally garaged.

26. Arising out of the operation of a **covered auto** by any driver who at the time of the **accident** does not possess the correct class of license for the **covered auto** being operated.

B. **We do not provide Medical Payments Coverage for any insured for bodily injury arising out of the ownership, maintenance, or use of:**

- 1. Any vehicle which has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer** if a premium has been paid for Medical Payments Coverage.
- 2. Any vehicle, other than an **auto** listed on the **Declarations Page** for which this coverage has been purchased, that is:
  - a. **Owned by you**; or
  - b. Furnished or available for **your** regular use.

3. Any **auto**, other than an **auto** listed on the **Declarations Page** for which this coverage has been purchased, that is: a. **Owned** by any **family member**; or b. Furnished or available for the regular use of any **family member**.
4. A **covered auto** that:
  - a. Is being rented or **leased**, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
  - b. Has been given in exchange for compensation;
  - c. Is under a conditional sales agreement by **you** to another; or
  - d. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in **your** possession.

#### LIMIT OF LIABILITY

- A. The limit of liability shown on the **Declarations Page** for Medical Payments Coverage is the most **we** will pay for all damages arising out of and due to **bodily injury** for one or more **persons** injured in any one **accident**. There will be no adding, stacking or combining of coverage. The limit of liability for Medical Payments Coverage shown on the **Declarations Page** is the most **we** will pay without regard to the number of:
  1. Insureds, heirs or survivors;
  2. Claimants;
  3. Claims made;
  4. Lawsuits filed;
  5. Vehicles shown on the **Declarations Page**;
  6. Premiums shown on the **Declarations Page**;
  7. Vehicles involved in the **accident**; or
  8. Premiums paid.
- B. Any payment under PART B > MEDICAL PAYMENTS COVERAGE will be reduced by any payment made to that **person** under PART A > LIABILITY COVERAGE or, PART C > UNINSURED MOTORIST COVERAGE.
- C. No one will be entitled to receive duplicate payments for the same elements of damage under PART B for which payment has been made:
  1. Under any other coverage provided by this Policy;
  2. By or on behalf of the **person** that may be legally responsible; or
  3. Under any other insurance or source of recovery.

#### ASSIGNMENT OF BENEFITS

**We** will pay for **medical expenses** directly to a licensed health care provider if **we** receive a signed written assignment of benefits payable under PART B > MEDICAL PAYMENTS COVERAGE. If **we** pay benefits directly to a health care provider, **we** have no further duty or liability to pay those same benefits to an **insured** or to any other **person**.

#### OTHER INSURANCE

- A. If there is other applicable insurance that provides coverage for **medical expenses** and/or funeral service expenses including, but not limited to, other motor vehicle medical payments coverage, health or medical insurance, personal injury protection coverage, no-fault coverage, worker's compensation or similar insurance, any insurance **we** provide shall be excess to all other collectible insurance and bonds.
- B. If there is any other insurance for **medical expenses** with the same priority as this Medical Payments Coverage, **we** will not pay more than **our** share of the unpaid covered **medical expenses**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits with the same priority.
- C. This Policy will be excess over any coverage afforded to a **permissive operator** of a **covered auto**.

## **PART C > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE**

### **INSURING AGREEMENT**

A. If **you** pay the premium for Uninsured/Underinsured Motorist Bodily Injury Coverage and subject to the limits shown on the **Declarations Page**, **we** will pay compensatory damages in excess of any applicable deductibles which an **insured** is legally entitled to recover from the **owner** or **operator** of an **uninsured motor vehicle** because of **bodily injury** or **property damage**:

1. Caused by an **accident**;
2. Sustained by an **insured**; and
3. Arising out of the **ownership**, maintenance, or use of the **uninsured motor vehicle**.

**We** will not pay for **punitive or exemplary damages**.

B. However, if **you** are a natural person and all listed vehicles shown on **your Declarations Page** are rated for **business use** only and the **auto accident** does not involve a **covered auto** that is being used in the business at the time of **loss**, then the most **we** will pay for **you** or any **family member** is an amount equal to the minimum liability limits required by **your** state's financial responsibility law, or similar law. This includes **derivative claims**, arising out of and due to **bodily injury** sustained by any one person in any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.

C. **We** will pay under this PART C only after the limits of liability under any applicable **bodily injury** liability policies, self-insurance and bonds have been exhausted by payment of judgments or settlements.

D. **We** are not bound by any settlement entered into without **our** consent.

E. **We** are not bound by any judgment for damages that arises out of a lawsuit brought without **our** prior written consent.

### **ADDITIONAL DEFINITIONS – PART C > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE**

As used in this PART C: A.

A. “**Insured**” means:

1. If the named **insured** shown on the **Declarations Page** is a natural person:
  - a. **You** or any **family member**;
  - b. Any other person occupying a **covered auto** with, and within the scope of, **your** express or implied permission; and
  - c. Any person for damages that person is legally entitled to recover because of **bodily injury** to which this coverage applies sustained by a person listed in 1.a. or 1.b. above. This shall not increase **our** limit of liability to an amount that exceeds the limit of liability applicable to that person referred to in 1.a or 1.b. above; or
2. If the **named insured** shown on the **Declarations Page** is a corporation, partnership, organization, or any other entity that is not a natural person:
  - a. Any other person occupying a **covered auto** with, and within the scope of, **your** express or implied permission; and
  - b. Any person for damages that person is legally entitled to recover because of **bodily injury** to which this coverage applies sustained by a person listed in 2.a. above. This shall not increase **our** limit of liability to an amount that exceeds the limit of liability applicable to that person referred to in 2.a above.

For purposes of this definition, a **covered auto** includes mobile equipment that is:

3. **Owned** by **you**;
4. Leased, hired, or borrowed by **you** and **you** have purchased either **Hired Auto Coverage** or **Any Auto Liability Coverage** from **us**; or
5. Not **Owned**, leased, hired, or borrowed by **you** and **you** have purchased either **Non-Owned Liability Coverage** or **Any Auto Liability Coverage** from **us**.

However, **mobile equipment** meeting the criteria listed in 3., 4., or 5. above, will be included in the definition only if at the time of loss it is being:

- a. Used in **your** business;
- b. Operation on public road or highways; and
- c. Operated in a state or province where it is subject to a compulsory or financial responsibility law or other motor vehicle insurance law.

“**Insured**” does not mean any **individual** listed on the **Declarations Page** as an excluded driver.

B. “**Non-Owned**” means:

1. Not owned by **you**;
2. Registered in **your** name;
3. Hired by **you**; or
4. Used under contract on **your** behalf.

The **non-owned** auto must be similar in type and use as a listed or scheduled auto(s) on the **Declarations Page**.

C. “**Uninsured motor vehicle**” means a land motor vehicle or **trailer**:

1. Insured by a **bodily injury** liability bond or policy which applies at the time of the accident, but its limit of liability is less than the minimum limit specified by the Motor Vehicle Safety Responsibility Act of Alabama.
2. For which the sum of the limits of liability under all **bodily injury** liability bonds and policies available for payment to the **insured** is less than the damages the **insured** is legally entitled to recover. In this case the applicable limits for **bodily injury** liability must be equal to or greater than the minimum limit for **bodily injury** liability specified by the Motor Vehicle Safety Responsibility Act of Alabama.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or a **family member**;
  - b. A vehicle that **you** or a **family member** are occupying; or
  - c. A **covered auto**.
4. Which is a vehicle whose owner or operator cannot be identified and which causes an accident resulting in **bodily injury** without hitting:
  - a. You or a **family member**;
  - b. A vehicle that **you** or a **family member** are occupying; or
  - c. A **covered auto**; and
  - d. If all of the following apply:
    - i. The facts of the accident are corroborated by competent evidence provided by someone other than the **insured** or any other person who makes a claim against coverage provided under this Part as a result of the accident;
    - ii. Within 72 hours of the accident, the **insured** or someone on behalf of the **insured** reports the accident to a police, peace, or judicial officer or to the department of transportation or, if the accident occurs outside of Alabama, the equivalent agency in the state where the accident occurs; and
    - iii. Within 30 days after the accident occurs, the **insured** or someone on behalf of the **insured** files with **us** a statement under oath that the **insured** or legal representative of the **insured** has a cause of action arising out of the accident for damages against the unidentified owner or operator and setting forth the facts in support of the statement.
5. To which no **bodily injury** liability bond or policy applies at the time of the **accident**.
6. Which is a hit-and-run vehicle whose **operator** or **owner** cannot be identified that causes an **accident** resulting in **property damage** or **bodily injury** to an **insured**, provided that the **insured**, or someone on his or

her behalf, reports the **accident** to the policy or civil authority within seventy-two (72) hours or as soon as practicable after the **accident**.

7. To which a **bodily injury** liability bond or policy applies at the time of the **accident** but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent
  - c. Is less than the minimum limit specified by the Motor Vehicle Safety-Responsibility Act of Alabama.

However, “**uninsured motor vehicle**” does not include any vehicle or equipment:

- a. **Owned** or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent;
- b. **Owned** by any governmental unit or agency;
- c. Operated on rails or crawler treads;
- d. Designed mainly for use off public roads while not on public roads;
- e. While located for use or being used as a residence or premises;
- f. **Owned** by, furnished to or made available for the regular use of **you, a family member** or an **employee**;
- g. Which is shown on the **Declarations Page** or which is **insured** for coverage under PART A of this Policy; or
- h. That is not required to be registered as a motor vehicle.
- i. Which is an underinsured motor vehicle.

#### **ADDITIONAL DUTIES FOR PART C > UNINSURED/UNDERINSURED BODILY INJURY MOTORIST COVERAGE**

A person seeking coverage under PART C > UNINSURED/UNDERINSURED BODILY INJURY MOTORIST COVERAGE must also, in addition to the GENERAL DUTIES:

1. Promptly report any **accident** or **loss** to the police or other local law enforcement.
2. Notify the police within twenty-four (24) hours or as soon as practical after an **accident** that involves a hit-and-run vehicle or unknown driver.
3. Report the **accident** to **us** within thirty (30) days of the **accident**.
4. Serve a copy of any legal action and all pleadings on **us** as required by law.
5. Send **us** copies of legal papers if a lawsuit is commenced.
6. Give **us** proof that the limits of liability under any liability policies that apply to an **uninsured motor vehicle** have been exhausted by payment of judgments or settlements.
7. Without delay notify **us** in writing of an offer of settlement between the **insured** and the **owner**, operator or insurer of the **uninsured motor vehicle**.
8. Allow **us** thirty (30) days after an offer of settlement to advance payment to that **insured** in an amount equal to the offer to preserve **our** rights against the **owner**, operator or insurer of any **uninsured motor vehicle**.

#### **EXCLUSIONS**

**PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.**

- A. **We** do not provide Uninsured/Underinsured Motorist Bodily Injury Coverage for **bodily injury** sustained by any **insured**:

1. If the **insured** or their legal representative, without thirty (30) days advance written notice to **us**, either:
  - a. Settles the **bodily injury** claim; or
  - b. Brings suit and **we** have not given prior written consent to the **insured** to proceed with that lawsuit; or
  - c. Obtains a judgment related to the **bodily injury** claim;

and, in doing so, impairs or prejudices **our** rights or interests against any person or organization that may be liable for such **bodily injury**.

2. Caused intentionally by, or at the direction of, an **insured** or that is, or should be, reasonably expected to result from an intentional act of an **insured** even if the actual **bodily injury** that results is different than that which was intended or is sustained by a different person, entity, real or personal property, than initially expected or intended.
3. Arising out of, and in the course of, employment. This exclusion does not apply to **bodily injury** to a domestic employee unless worker's compensation, disability benefits or similar benefits are required or available for that domestic employee.
4. While **occupying** a **covered auto** while it is being used to **carry persons or property for compensation or a fee**, or as a public or livery conveyance or for retail or wholesale delivery. This includes but is not limited to the pickup, transportation or delivery of food, magazines, newspapers or flowers.

This exclusion does not apply to a share-the expense car pool.

5. Arising out of the ownership operation of an **auto** while it is used by a **transportation network company driver** who is logged onto a transportation **network** company's **digital network** but is not engaged in a **transportation network company prearranged trip** or while the driver provides a transportation **network** company prearranged trip
6. That occurs while the **insured** is employed or otherwise engaged in any motor vehicle **business**. However, this exclusion does not apply to the **ownership**, maintenance or use of a **covered auto** by **you** or a **family member**.
7. That occurs while maintaining or using any vehicle while an **insured** is employed or otherwise engaged in any **business** (other than farming or ranching). However, if a **business** or artisan use is noted on the **Declarations Page** for an auto shown on the **Declarations Page**, this exclusion does not apply to the ownership; maintenance; or use of that **auto** by:
  - a. **You**;
  - b. Any **family member**; or
  - c. Any partner, agent or employee of **you** or any **family member**.
8. While using an **auto** without the owner's express or implied permission or beyond the scope of the owner's express or implied permission. This exclusion does not apply to **you** or a **family member** when using or occupying a **covered auto**.
9. Who:
  - a. Is an **insured** under a nuclear energy liability policy; or
  - b. Would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

  - a. Nuclear Energy Liability Insurance Association;
  - b. Mutual Atomic Energy Liability Underwriters; or
  - c. Nuclear Insurance Association of Canada.
10. Arising out of the **ownership**, maintenance, or use of any vehicle while **racing**, speeding, stunting or demolition. This includes practice or preparation for any such activity.
11. For which the United States Government is held responsible under the Federal Tort Claims Act.
12. That results from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.
13. Caused by or any consequence of:
  - a. War, whether declared or undeclared;
  - b. Civil war;
  - c. Insurrection;
  - d. Rebellion or revolution;

- e. Radioactive contamination; or
  - f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.
14. Resulting from the use or discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **auto**.
  15. Arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration; release; existence; or presence of, or actual, alleged, or threatened exposure to, any mold, mildew, fungus or other microbes. This includes any type or form of: (i) decomposing or disintegrating organic material or microorganism; (ii) organic surface growth on moist, damp, or decaying matter; (iii) yeast or spore-bearing plant-like organism; or (iv) spores; scents; toxins; mycotoxins; bacteria; viruses; or any other by-products produced or released by any mold, mildew, fungus, or other microbes. However, this exclusion shall only applies to these damages for **bodily injury** or **property damage** or **bodily injury** and **property damage** combined that exceed \$50,000 in any one **accident**.
  16. Arising from the operation of any **auto** while being operated by an individual listed on the **declarations page** as an excluded driver.
- B. **We** do not provide Uninsured/Underinsured Motorist Bodily Injury Coverage for any **insured** for **bodily injury** arising out of the ownership, maintenance or use of:
1. Any vehicle which has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to use of a **trailer**.
  2. Any vehicle which is not **insured** for Uninsured/Underinsured Motorist Bodily Injury Coverage under this Policy, that is:
    - a. **Owned by you**; or
    - b. Furnished or available for **your** regular use.

This includes a **trailer** of any type used with that vehicle.
  3. Any vehicle which is not **insured** for Uninsured/Underinsured Motorist Bodily Injury Coverage under this Policy that is:
    - a. **Owned by any family member**; or
    - b. Furnished or available for the regular use of any **family member**.
  4. A **covered auto** that:
    - a. Has been rented, leased, subleased, loaned or given to another party in exchange for money, value, goods, services, compensation or reimbursement;
    - b. Is under a conditional sales agreement by **you** to another; or
    - c. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in **your** possession.

This exclusion does not apply to **you** or a **family member**.
- C. Coverage under this PART C shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
1. Worker's compensation law; or
  2. Disability benefits law.
- D. **We** will not be bound by:
1. Any settlement entered into without **our** consent; or
  2. Judgment entered into with a party who is liable for damages without **our** consent.

## LIMIT OF LIABILITY

A. Except as provided in B. below:

1. When there is only one insured vehicle:

1. The limit of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **person** is our maximum limit of liability for all damages, including damages for care, **loss** of services or death, arising out of **bodily injury** sustained by any one **person** in any one **accident**; and
2. Subject to this limit for each person, the limit of liability for Uninsured /Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **accident** is our maximum limit of liability for all damages for **bodily injury** resulting from any one **accident**.
3. If the **Declarations Page** indicates that Uninsured/Underinsured Motorist Combined Single Limit applies, the limit of liability shown is the most **we** will pay for the total of all damages, including damages for care, **loss** of services or death, arising out of **bodily injury** sustained in 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.

2. When there is more than one insured vehicle:

1. And the **insured** was occupying your covered auto at the time of the accident:
  - i. The limit of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **person** applicable to **your covered auto**, plus the sum of the highest limits of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **person** applicable to any other of **your covered autos** up to a maximum of two additional limits, is our maximum limit of liability for all damages, including damages for care, **loss** of services or death, arising out of **bodily injury** sustained by any one **person** in any one **accident**; and
  - ii. Subject to this limit for each **person** the limit of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **accident** applicable to **your covered auto**, plus the sum of the highest limits of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **accident** applicable to any other of **your covered autos** up to a maximum of two additional limits, is our maximum limit of liability for all damages for **bodily injury** resulting from any one **accident**.
  - iii. If the **Declarations Page** indicates that Uninsured/Underinsured Motorist Combined Single Limit applies, the limit of liability shown applicable to **your covered auto**, plus the sum of the limit applicable to any other of **your covered autos** up to a maximum of two additional limits, is **our** maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained in any one **accident**.
2. And the **insured** was not **occupying** one of **your autos** at the time of the **accident**.
  - i. The sum of the highest limits of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **person** applicable to any of **your covered autos** up to a maximum of three limits, is our maximum limit of liability for all damages, including damages for care, **loss** of services or death, arising out of **bodily injury** sustained by any one **person** in any one **accident**; and
  - ii. Subject to this limit for each **person**, the sum of the highest limits of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **accident** applicable to any of **your covered autos** up to a maximum of three limits, is **our** maximum limit of liability for all damages for **bodily injury** resulting from any one **accident**.
  - iii. If the **Declarations Page** indicates that Uninsured/Underinsured Motorist Combined Single Limit applies, the sum of the highest limit of liability applicable to any of **your covered autos** up to a maximum of three limits, is **our** maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained in any one **accident**.

This is the most **we** will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. **Autos** involved in the **accident**;
4. **Autos** or premiums shown in the **Declarations Page**;
5. Premiums paid; or
6. Lawsuits brought.

B. If Uninsured/Underinsured Motorist Bodily Injury Coverage is payable because liability coverage under any policy other than this policy is excluded for damages sustained by **you** or any **relative**:

1. When there is only one **insured** vehicle:

- a. That part of the limit of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **person** that does not exceed the limits specified in the Alabama Motor Vehicle Safety Responsibility Act, is **our** maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one **person** in any one **accident**; and
- b. Subject to this limit for each **person**, that part of the limit of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **accident** that does not exceed the limits specified in the Alabama Motor Vehicle Safety Responsibility Act, is **our** maximum limit of liability for all damages for bodily injury resulting from any one **accident**.
- c. If the **Declarations Page** indicates that Uninsured/Underinsured Motorist Combined Single Limit applies, that part of the limit of liability that does not exceed the limits specified in the Alabama Motor Vehicle Safety Responsibility Act, is the most **we** will pay for the total of all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained in any one **accident**.

2. When there is more than one insured vehicle:

- a. The sum of that part of the limit of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each person applicable to any of **your covered autos** that does not exceed the limits specified in the Alabama Motor Vehicle Safety Responsibility Act up to a maximum of three limits, is **our** maximum limit of liability for all damages, including damages for care, loss of services or death arising out of **bodily injury** sustained by any one **person** in any one **accident**; and
- b. Subject to this limit for each **person**, the sum of that part of the limit of liability for Uninsured/Underinsured Motorist Bodily Injury Coverage stated in the **Declarations Page** for each **accident** applicable to any of **your covered autos** that does not exceed the limits specified in the Alabama Motor Vehicle Safety Responsibility Act up to a maximum of three limits, is **our** maximum limit of liability for all damages for **bodily injury** resulting from any one **accident**.
- c. If the **Declarations Page** indicates that Uninsured/Underinsured Motorist Combined Single Limit applies, that part of the limit of liability that does not exceed the limits specified in the Alabama Motor Vehicle Safety Responsibility Act, up to a maximum of three limits, is the most **we** will pay for the total of all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained in any one **accident**.

This is the most **we** will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. **Autos** involved in the **accident**;
4. **Autos** or premiums shown in the **Declarations Page**;
5. Premiums paid; or
6. Lawsuits brought.

C. With respect to definition of **uninsured** motor vehicle, **we** will reduce the **insured's** total damages by any amount available to that **insured**, under any **bodily injury** liability bonds or policies applicable to the **uninsured motor vehicle**, that such **insured** did not recover as a result of a settlement between that

**insured** and the insurer of an **uninsured motor vehicle**. However, any reduction of the **insured's** total damages will not reduce the limit of liability for this coverage.

This paragraph does not apply if **we** advance payment to the **insured** in an amount equal to the tentative settlement with the insurer of the **uninsured motor vehicle**.

- D. No one will be entitled to receive duplicate payments for the same element of damages under this coverage and PART A>LIABILITY COVERAGE or PART B > MEDICAL PAYMENTS COVERAGE of this policy.
- E. **We** will not make a duplicate payment under this coverage for any element of damages for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- F. **We** will not pay for any element of damage if a **person** is entitled to receive payment for the same element of damage under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.
- G. In no event shall an insured be entitled to receive duplicate payment for the same element of damages.

#### **OTHER INSURANCE**

If there is other applicable insurance, **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 with respect to an **auto** you do not own shall be excess over any other insurance.

#### **ARBITRATION**

- A. If **we** and an **insured** do not agree:
  - 1. Whether the **insured** is legally entitled to recover damages for **bodily injury** under this PART C; or
  - 2. On the amount of damages that are recoverable by the **insured**;then upon mutual agreement of both parties, only these two issues may be submitted to arbitration. However, unless required by law, neither party may be compelled to participate in arbitration, and neither party shall be liable to the other for refusing to arbitrate.
- B. If both **we** and an **insured** agree to arbitration, each party will select a competent, licensed and impartial arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, **you** or **we** may request that the arbitration be submitted to the American Arbitration Association or, upon joint application, request that a judge of a court of record, in the county where the insured lives, select the third arbitrator.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives and the American Arbitration Association rules as to procedure and evidence will apply. If the parties do not agree to be governed by the American Arbitration Association rules, local rules of law as to procedure and evidence will apply.
- D. A decision agreed to by two of the arbitrators will be binding as to:
  - 1. Whether the **insured** is legally entitled to recover damages; and
  - 2. The amount of the damages.However, the decision shall be binding only if the amount of damages awarded does not exceed:
  - 1. The limits for **bodily injury** shown on the **Declarations Page** for Uninsured/Underinsured Motorist Bodily Injury Coverage; or
  - 2. The minimum limit for **bodily injury** specified by the Motor Vehicle Safety-Responsibility Act of Alabama.

If the amount of the arbitrators' award exceeds the minimum limit for **bodily injury** specified by the Motor Vehicle Safety-Responsibility Act of Alabama, either party may demand the right to trial. This demand must be made within sixty (60) days of the arbitrators' decision. If this demand is not made within sixty (60) days, the amount of damages agreed to by the arbitrators will be binding.

- E. The arbitrators shall have no authority to:
1. Award an amount in excess of the limit of liability for this coverage as shown on the **Declarations Page**;
  2. Award any amount as **punitive** or **exemplary damages**;
  3. Award any costs or fees;
  4. Award any amount as interest;
  5. Decide any coverage issue; or
  6. Decide any issues or resolve any dispute with respect to anything other than:
    - a. The legal liability of the owner or operator of an **uninsured motor vehicle**; and
    - b. The amount of compensatory damages that is recoverable by the **insured**.
- F. Each party will:
1. Pay the costs, fees and other expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.

#### **STATUTE OF LIMITATIONS**

Under this PART C, any claim, suit or arbitration brought against **us** by an **insured** involving an **accident** with an **uninsured motor vehicle** will be barred unless commenced within two (2) years after the date of the **accident**

### **PART D > COVERAGE FOR DAMAGE TO YOUR AUTO**

#### **INSURING AGREEMENT**

- A. If **you** pay **us** the premium for this coverage and a stated amount is shown on the **Declarations Page** for the **covered auto** and its permanently attached equipment which has been installed by the factory, dealer or retailer, **we** will pay for **loss** caused by:
1. **Collision** only if the **Declarations Page** indicates that **Collision** Coverage is provided for that **auto**; or
  2. **Comprehensive** only if the **Declarations Page** indicates that **Comprehensive** Coverage is provided for that **auto**; or
  3. **Fire and Theft with Combined Additional Coverage** only if the **Declarations Page** indicates that **Fire and Theft with Combined Additional Coverage** is provided for that **auto**.
- Our** payment will be reduced by the applicable deductible shown on the **Declarations Page**. No coverage will apply to any **additional auto** or **replacement auto** at any time if such **auto** or its use is not an acceptable risk under **our** Rules in effect at the time the **auto** is added to the Policy.
- B. If **you** pay **us** the premium for this coverage and there is no stated amount shown on the **Declarations Page** for the **covered auto**, **we** will pay for **loss** caused by:
1. **Collision** only if the **Declarations Page** indicates that **Collision** Coverage is provided for that **auto**; or
  2. **Comprehensive** only if the **Declarations Page** indicates that **Comprehensive** Coverage is provided for that **auto**; or
  3. **Fire and Theft with Combined Additional Coverage** only if the **Declarations Page** indicates that **Fire and Theft with Combined Additional Coverage** is provided for that **auto**.
- Our** payment will be reduced by the applicable deductible shown on the **Declarations Page**. No coverage will apply to any **additional auto** or **replacement auto** at any time if such **auto** or its use is not an acceptable risk under **our** Rules in effect at the time the **auto** is added to the Policy.

## CUSTOMIZED EQUIPMENT AND PARTS COVERAGE

- A. If **you** pay **us** the premium for **Customized Equipment and Parts** Coverage and it is shown on the **Declarations Page** or on the applicable schedule, the limit of liability for **loss** to the **customized equipment and parts** specifically listed on the Application or on the applicable schedule will be the lowest of:
1. The **actual cash value** of such **customized equipment and parts** reduced by the applicable deductible shown on the **Declarations Page** and its salvage value if **you** or the **owner** retain the salvage.
  2. The amount shown as the declared value of the **customized equipment and parts** on the Application or applicable schedule reduced by the applicable deductible shown on the **Declarations Page** and its salvage value if **you** or the **owner** retain the salvage.
  3. The amount necessary to repair the **customized equipment and parts**, reduced by the applicable deductible shown on the **Declarations Page**.
  4. The amount necessary to replace the **customized equipment and parts**, reduced by the applicable deductible shown on the **Declarations Page** and reduced by its salvage value if **you** or the **owner** retain the salvage.
- B. **Customized Equipment And Parts** Coverage applies only if:
1. **You** have purchased **Collision** Coverage for the **covered auto** containing the **customized equipment and parts** and the **loss** falls under that coverage;
  2. **You** have purchased **Comprehensive** Coverage for the **covered auto** containing the **customized equipment and parts** and the **loss** falls under that coverage; or
  3. **You** have purchased **Fire and Theft with Combined Additional Coverage** for the **covered auto** containing the **customized equipment and parts** and the **loss** falls under that coverage.

## TRANSPORTATION EXPENSE COVERAGE

- A. **We** will pay Transportation Expense Coverage up to \$30 per day, not to exceed \$900, for temporary transportation expenses incurred by **you** because of the total theft of a **covered auto**. Transportation expenses apply only if:
1. They are incurred from a commercially licensed rental agency; and
  2. The **Declarations Page** indicates that **Comprehensive** Coverage or **Fire and Theft with Combined Additional Coverage** apply to that **auto**.
- B. **We** will only pay transportation expenses incurred during the period:
1. Beginning forty-eight (48) hours after **you** report the theft of a **covered auto** to **us** and the police; and
  2. Ending the earlier of:
    - a. When a **covered auto** is returned to use;
    - b. When a **covered auto** has been recovered and returned to **you** or its **owner**;
    - c. When a **covered auto** has been recovered and repaired;
    - d. When a **covered auto** has been replaced;
    - e. Seventy-two (72) hours after **we** make an offer to pay for the **loss** if the **covered auto** is deemed by **us** to be a total **loss** or unrecoverable; or
    - f. When **you** have incurred the maximum \$900 expense limit.

## PET PROTECTION

- A. If **you** pay **us** a premium for **Collision** Coverage, **Comprehensive** Coverage or **Fire and Theft with Combined Additional Coverage** and **your pet** is **occupying** a **covered auto** at the time of a covered **collision**, **comprehensive** or **fire and theft with combined additional coverage loss**, **we** will provide up to:
1. \$250 per incident, regardless of the number of **your pets** involved, up to \$500 per policy period for **pet injury treatment** or **pet replacement**;
  2. \$25 per day up to \$125 per policy period for boarding fees if **you** are hospitalized and unable to care for **your pet**;

3. \$75 per policy period for recovery costs if **your pet** is missing after the **accident**; and
4. \$125 per policy period for replacing **pet**-related travel equipment damaged in the **accident**. B. Any payment **we** make for **pet replacement** will be reduced by any prior payments **we** made for **pet injury treatment** for **your pet** resulting from the same incident. No deductible applies to this coverage. C. In the event of a covered **loss** due to the theft of a **covered auto**, **we** will provide the \$250 per incident maximum provided the **pet** is not recovered.

#### SUPPLEMENTARY PAYMENTS

In addition to **our** limit of liability, **we** will pay:

- A. Towing expenses which **we** consider reasonable, not to exceed \$1,000 per **loss**, to remove a **covered auto** that is non-drivable from the site of an **accident** or **loss** and transport it to a repair facility. This applies only if the **Declarations Page** indicates that **Collision** Coverage, **Comprehensive** Coverage or **Fire and Theft with Combined Additional Coverage** applies to that **auto**.
- B. Storage expenses up to \$25 per day, not to exceed \$250 per **loss**, for storage charges. This applies only if **Collision** Coverage, **Comprehensive** Coverage or **Fire and Theft with Combined Additional Coverage** applies to that **auto**.

#### ADDITIONAL DEFINITIONS - PART D > COVERAGE FOR DAMAGE TO YOUR AUTO

When used in this PART D:

- A. “**Collision**” means when a **covered auto** collides with another object or overturns.
- B. “**Comprehensive**” and “**Other Than Collision**” includes losses caused by:
  1. Missiles or falling objects;
  2. Fire or lightning;
  3. Theft or larceny;
  4. Explosion or earthquake;
  5. Windstorm;
  6. Hail, flood or rising water;
  7. Malicious mischief or vandalism;
  8. Riot or civil commotion;
  9. Impact with a bird or animal; or
  10. Breakage of glass, except breakage of glass caused by a collision.
- C. “**Customized equipment and parts**” means equipment, devices, accessories, changes and enhancements, other than those installed by the original manufacturer, which alter the appearance or performance of an **auto**. This includes, but is not limited to, such items as: body or suspension alterations; custom or special wheels or tires; side exhausts; roll bars; light bars; spoilers; ground effects; bedliners; side exhausts; utility boxes; custom windows; custom painting; murals; decals or graphics. Customized equipment and parts also includes, but is not limited to, such items as any electronic equipment; antennas; and other devices used exclusively to send or receive audio, visual or data signals or play back recorded media. The customized equipment and parts must be permanently installed in a **covered auto** using bolts, brackets or slide-out brackets.
- D. “**Finance agreement**” means a written lease or loan contract, entered into, as a part of **your** business pertaining to the lease or purchase by **you** of a **covered auto** and subject to a valid promissory note or written payment obligation contained in a lease, and security agreement or other written agreement establishing a security interest, executed concurrently with the purchase or lease of the **covered auto**.
- E. “**Fire and Theft with Combined Additional Coverage**” means **loss** caused by:
  1. Fire or lightning;
  2. Smoke or smudge due to a sudden, unusual, and faulty operation of any fixed heating equipment serving the premises on which a **covered auto** is located;
  3. The stranding, sinking, burning, collision, or derailment of any conveyance in or upon which a **covered auto** is being transported;

4. Windstorm, hail, earthquake, explosion, flood or rising waters;
5. The forced landing or falling of any aircraft or its parts or equipment;
6. External discharge or leakage of water except **loss** resulting from rain, snow, sleet, whether or not wind-driven;
7. Malicious mischief or vandalism;
8. Theft, larceny, robbery, or pilferage; or
9. Impact with a bird or animal. No losses other than those specifically described above will be covered under Fire and Theft with Combined Additional Coverage.

F. **“Original equipment manufacturer”** and **“OEM”** mean parts or items:

1. Produced and/or installed by the manufacturer of the **auto**; or
2. Produced by a vendor of the manufacturer of the **auto** that the manufacturer intends as a part of the **auto** or manufacturer’s option when new.

G. **“Pet”** means a dog or cat occupying a **covered auto** with **your** expressed permission.

H. **“Pet injury treatment”** means reasonable and customary veterinary costs incurred by **you** or a **family member** for treatment of **your pet** that is injured in a covered **loss** while **occupying a covered auto**. Reasonable and customary veterinary costs include any medications or procedures prescribed by a veterinarian.

I. **“Pet replacement”** means the cost to replace **your pet** with one of like kind and quality, if **your pet**:

1. Dies as the result of a covered **loss**; or
2. Is **occupying the covered auto** during a covered total theft **loss** and **your pet** is not recovered.

This does not include any training, grooming, veterinary bills, or any other expenses other than the cost to replace the **pet** itself. I. **“Your pet”** means a dog or cat owned by **you** or a **family member**.

## EXCLUSIONS

**PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.**

A. **We** will not pay for:

1. **Loss**:
  - a. Caused intentionally by, or at the direction of, **you** or any **family member**; or
  - b. That is, or should be, reasonably expected to result from an intentional act of **you** or any **family member**; even if the actual **loss** or damage is different than that which was intended.
2. **Loss** arising out of the **ownership**, maintenance or use of a vehicle while it is being used to carry **individuals** for compensation or a fee or as a public or livery conveyance, unless **you** have indicated to **us** in **your** Application that a **covered auto** is used for this purpose. This exclusion does not apply to shared - expense car pools whose members are on the way to or from the same place of employment.
3. **Loss** arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry property for compensation or a fee**, unless **you** have indicated to **us** in **your** Application that a **covered auto** is used for this purpose.
4. **Loss** to portable equipment, sound equipment, video equipment, transmitting equipment, devices, accessories and any other personal effects that are not permanently installed. This includes, but is not limited to:
  - a. Tapes, records, compact discs, DVDs or other recording or recorded media;
  - b. Any containers designed to carry or store tapes, records, compact discs, DVDs or other recording or recorded media;
  - c. Personal computers, telephones, DVD players, two-way mobile radios or televisions; or

- d. Any other accessories used with electronic equipment designed to receive or transmit audio, visual or data signals.
5. **Loss** to equipment designed or used for the detection or location of radar, laser or other speed measuring equipment or its transmission.
6. **Loss** to camper units or other detachable living quarter units.
7. **Loss** to pickup covers, caps or shells not permanently attached to a **covered auto**.
8. **Loss** to equipment such as booms, drill rigs, welders, winches or hazard lights not permanently attached to a **covered auto**.
9. **Loss** to chains, tarpaulins, binders, cargo securing devices, lifts or removable sides that are not permanently installed.
10. **Loss** to any custom paint work or body work, including lettering and decals.
11. Damage due and confined to:
  - a. Wear and tear;
  - b. Freezing;
  - c. Mechanical, electronic or electrical breakdown or failure;
  - d. Deterioration, rust or corrosion; or
  - e. Blowouts, punctures or other road damage to tires.
  - f. Engine resulting from the addition of improper fuel, diesel exhaust fluid or other fluid.

This exclusion does not apply if the damage results from the total theft of a **covered auto** to which Comprehensive Coverage or Fire and Theft with Combined Additional Coverage under this Policy applies.
12. **Loss** to a **covered auto** being maintained or used by any **person** while employed or otherwise engaged in any **motor vehicle business** unless that business is yours and it was so represented in **your** Application.
13. **Loss** to wearing apparel, tools or personal effects.
14. **Loss** that occurs while a **covered auto** is being used in any illicit trade or transportation or in the course of committing a **crime**. This does not apply to **loss** that occurs when the **covered auto** has been stolen.
15. **Loss** due to the use of a **covered auto** for transportation of any explosive substance, flammable liquid, or similarly hazardous material.
16. **Loss** to a **covered auto** while such **auto** is engaged in **rac**ing.
17. **Loss** to a **covered auto** while it is subject to any bailment lease, mortgage or other encumbrance not specifically declared and described in this Policy.
18. **Loss** to a **trailer you own** that is not shown on the **Declarations Page**.
19. **Loss** to a **covered auto** while in anyone else's possession under a written **trailer** exchange agreement provided that this exclusion shall not apply to a **loss** payee. If **we** pay the **loss** payee, **you** must reimburse **us** for payment.
20. **Loss** due to theft, larceny or **conversion** of a **covered auto** or its equipment:
  - a. By **you**, a **family member**, any other **individuals** listed as a driver on the **Declarations Page** or an **employee** or **temporary employee**;
  - b. Where there is no visible sign of forced entry into the **covered auto**; or
  - c. Prior to its delivery to **you**.
21. **Loss** to a **covered auto** due to or as a consequence of:
  - a. Destruction, seizure or confiscation by government or civil authorities including, but not limited to, destruction, seizure, or confiscation by any federal or **state** law enforcement officer in connection with any violation of any controlled substances law for which **you** are convicted; or

- b. Repossession by any entity acting on behalf of the **owner** of the **covered auto**. This exclusion does not apply to the interests of **loss** payees in a **covered auto**. If **we** pay the **loss** payee, **you** must reimburse **us** for payment.
22. Damage caused directly or indirectly by any of the following:
- a. Water leakage or seepage;
  - b. Wet or dry rot;
  - c. Rust or corrosion;
  - d. Dampness of atmosphere or extremes of temperature;
  - e. Deterioration or disintegration; or f. Delamination; unless caused by any other **loss** covered under this PART D.
23. **Loss** arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration; release; existence; or presence of, or actual, alleged, or threatened exposure to, any mold, mildew, fungus or other microbes. This includes any type or form of: (i) decomposing or disintegrating organic material or microorganism; (ii) organic surface growth on moist, damp, or decaying matter; (iii) yeast or spore-bearing plant-like organism; or (iv) spores; scents; toxins; mycotoxins; bacteria; viruses; or any other by-products produced or released by any mold, mildew, fungus, or other microbes.
24. **Loss** caused by or as any consequence of:
- a. War, whether declared or undeclared;
  - b. Civil war;
  - c. Insurrection;
  - d. Rebellion or revolution;
  - e. Radioactive contamination; or
  - f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.
25. **Loss** to a **covered auto** while being used in any manner by an **undisclosed operator**.
26. **Loss** to a **covered auto** while being used in any manner by any **individual** who is specifically excluded from coverage under this Policy by the **named insured**, if the **named insured** is an **individual**, or by an authorized representative if the **named insured** is an **organization**.
27. **Loss** to a **covered auto** or its equipment prior to its delivery to **you**.
28. Damage due and confined to:
- a. Prior **loss** or damage;
  - b. Manufacturer's defects or faulty materials; or
  - c. **Your** lack of routine and/or proper maintenance as prescribed by the manufacturer.
29. **Loss** resulting from the purchase of a **covered auto** from any **person** other than the **auto's** rightful **owner**.
30. Amounts incurred for:
- a. Mileage;
  - b. Fuel;
  - c. Collision damage waiver;
  - d. Navigation devices;
  - e. Insurance; or
  - f. Tolls.
31. **Loss** arising out of the operation of a **covered auto** by any driver who at the time of the **accident** does not possess the correct class of license for the **covered auto** being operated.
32. Diminution in value.
33. **Loss** arising out of the **ownership** or use of an **auto** while it is used by a transportation **network** company driver who is logged onto a transportation **network** company's digital **network** but is not engaged in a transportation **network** company prearranged trip or while the driver provides a transportation **network** company prearranged trip.

34. **Loss** to a commercial auto when used as personal use.

B. **We** do not provide coverage for **loss** arising out of the **ownership**, maintenance or use of:

1. Any vehicle that has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer**.
2. A **covered auto** that:
  - a. Has been rented, **leased**, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
  - b. Has been given in exchange for compensation;
  - c. Is under a conditional sales agreement by **you** to another; or
  - d. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling and is no longer in **your** possession.

#### LIMIT OF LIABILITY

A. **Our** limit of liability for **loss** shall not exceed the lowest of the:

1. Actual cash value reduced by:
  - a. The applicable deductible shown on the **Declarations Page**; and
  - b. Its salvage value if **you** or the **owner** retain the salvage;
2. Amount necessary to replace the stolen or damaged property, or its parts if the **loss** is limited to parts, reduced by:
  - a. The applicable deductible shown on the **Declarations Page**; and
  - b. Its salvage value if **you** or the **owner** retain the salvage;
3. Amount necessary to repair the physical damage to the **covered auto**, or its parts if the **loss** is limited to parts, to return it to its pre-**loss** physical condition, reduced by the applicable deductible shown on the **Declarations Page**; or
4. Stated amount shown on the **Declarations Page**, if any

B. A deduction for **depreciation** and betterment will be made from the amount **we** will pay for repair or replacement of the damaged or stolen property, or any part thereof, if the repair or replacement results in better property or in a better part with regard to:

1. Its market value;
2. The useful life of the part; or
3. The improvement of the condition of the **auto** considering wear and tear and damage that existed prior to the **loss**.

**Our** adjustment to the amount payable by **us** due to betterment or **depreciation** on parts replaced includes, but is not limited to:

1. Batteries;
2. Tires;
3. Engines;
4. Transmissions; and
5. Any other parts that wear out over time or have a finite useful life or duration typically shorter than the life of the **auto** as a whole. This does not include external crash parts, wheels, windshields or other glass.

C. An adjustment for **depreciation** and betterment will be made in determining **actual cash value** in the event of a total **loss**.

D. In repairing damaged property, **we** may specify the use of mechanical, non-safety related automobile parts not made by the original manufacturer. These parts will be at least equal in terms of fit, quality, performance and

warranty to the original manufacturer parts they replace. Warranties applicable to non-OEM parts may be provided by the manufacturer or distributor of these parts rather than the manufacturer of the **covered auto**. If **we** specify the use of non-OEM parts, **we** will identify each such part on **your** repair estimate.

- E. In determining the amount necessary to repair the damaged parts, **we** will not pay more than the prevailing competitive labor rates charged in the area in which the property is to be repaired. **We** will also not pay more than the cost of repair or replacement parts as reasonably determined by **us**. **Our** liability for the cost of repairing damaged property is limited to the amount needed to perform physical repairs to the stolen or damaged property.
- F. If there is a stated amount **you** declared on the Application or endorsement for a specific **auto** shown on the **Declarations Page**, that stated amount is the most **we** will pay for **loss** to that **auto**, including its permanently attached equipment. However, if there is a finance agreement in place for the **covered auto**, subject to the stated amount shown on the **Declarations Page**, the most **we** will pay for a total **loss** where a finance agreement exists and the stated amount is equal or greater than the outstanding financial obligation, is the greater of:
  - 1. The outstanding financial obligation under a finance agreement for a **covered auto** at the time of the **loss**; or
  - 2. The **actual cash value** of the **covered auto** at the time of the **loss**.

In no event will **we** pay more than the stated amount shown on the **Declarations Page**.

- G. In the event of a total **loss** to an **auto** listed on the **Declarations Page**, **you**, or someone on **your** behalf, must provide **us** the key to such **auto** at **our** request. If **we** are not provided the key to such **auto**, **we** will reduce any amount payable to **you** by \$250 because of:
  - 1. The cost in duplicating the key; or
  - 2. The **loss** in salvage value. This provision will not apply if **you** retain the salvage.
- H. Payments for **loss** covered under this PART D are subject to the terms set forth here:
  - 1. If a **loss** involves multiple **covered autos**, the applicable deductible shown on the **Declarations Page** for each **covered auto** shall apply.
  - 2. In determining the amount necessary to repair damaged property to its pre-**loss** condition, the amount to be paid by **us** will be based on the cost of repair or on the cost of 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. Non-OEM parts or equipment.
  - 3. The **actual cash value** is determined by the market value, age and condition of the vehicle at the time the **loss** occurs.
  - 4. Duplicate recovery for the same elements of **loss** is not permitted. No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage and:
    - a. Any other coverage provided by this Policy; or
    - b. Under any other insurance or source of recovery.
  - 5. If **your covered auto** is an **additional auto** that **you** have requested to be added to **your** Policy within 30 days of **your** acquisition of the **auto**, and no deductible has been designated for the **additional auto** prior to the **loss**, then **we** will apply the highest deductible listed for any one **auto** listed on the **Declarations Page**.
- I. **We** have no duty to pay the **actual cash value** of window glass or to replace window glass after a **loss** if **you** agree to have the window glass repaired at **our** expense.
- J. If **we** pay **your** financial obligation under a finance agreement, **we** will not pay:
  - 1. Overdue finance agreement payments including any type of late fees or penalties;
  - 2. Financial penalties imposed under a finance agreement for excessive use, abnormal wear and tear, or high mileage;
  - 3. Security deposits not normally refunded by the lessor or lender;
  - 4. Cost of finance agreement related products such as, but not limited to, Credit Life Insurance, Health, **Accident** or Disability Insurance purchased by **you**;

5. Carry-over balances from previous finance agreements or other amounts not associated with the **covered auto**; or
6. Unpaid principal included in the outstanding finance agreement balance that was not used by **you** to purchase the **covered auto**.

#### **PAYMENT OF LOSS**

- A. At **our** option, **we** may:
  1. Pay for, repair or replace damaged or stolen property;
  2. Return the stolen property to **you** or to the address last known by **us** at **our** expense. **We** will pay for direct physical damage to a **covered auto** resulting from the theft subject to the LIMIT OF LIABILITY section; or
  3. **We** may keep all or part of the damaged or stolen property at the agreed or appraised value, but there shall be no abandonment to **us**.
- B. **We** may make payment for a **loss** to **you**, the **owner** of the property, the repair facility or to any applicable lienholder and/or **loss** payee. Payment for a **loss** is required only if **you** have fully complied with the Policy provisions.
- C. When **we** make a payment of any amount due under this PART D to **you**, the lienholder and/or **loss** payee or to anyone on **your** behalf, if the Policy has cancelled or expired **we** may deduct from the payment any premium or fees that are due and unpaid under the Policy.
- D. If **we** make a payment for theft or total **loss** of an **auto**, **you** or the **owner** must transfer the title of that **auto** to **us** at or before the time of payment, unless **you** or the **owner** keep the salvage of a totaled **auto**.
- E. A party with an additional interest in a **covered auto** shall have no greater rights than **your** rights to recover for a **loss**.

#### **PERMISSION TO RELEASE VEHICLE**

This Policy allows **us** to act as an agent on **your** behalf in the event a **covered auto** is non-drivable and incurring storage and/or any additional **accident** related expenses thus conferring authority for **us** to move the **covered auto** to a secure, storage free inspection facility.

#### **NO BENEFIT TO BAILEE**

This insurance shall not in any way benefit directly or indirectly any **person** or other bailee caring for or handling property for a fee.

#### **OTHER SOURCES OF RECOVERY**

If other insurance covers 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 limits of all applicable limits. Any applicable deductible of this Policy will be taken in a proportionate share based on the applicable deductibles of each policy.

#### **APPRAISAL**

- A. If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a **competent**, licensed, and impartial appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The two appraisers will select an umpire.

If the appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county in which the property covered is located, select an umpire. The appraisers shall then appraise the **loss**, stating separately the **actual cash value** and **loss** to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with **us** shall determine the amount of **actual cash value** and **loss**. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

- B. **We** do not waive any of **our** rights under this Policy by agreeing to an appraisal.
- C. Appraisers have authority only to decide the amount of the **loss**. The appraisers have no authority to:
  - 1. Make any coverage decisions under the Policy; or
  - 2. Award any fees, interest or costs.

#### **LOSS PAYABLE CLAUSE**

- A. Subject to all the terms of this Policy, **loss** or damage shall be paid, as interest may appear, to the **named insured** and/or the **loss** payee shown on the **Declarations Page** of this Policy, both jointly or separately, at **our** discretion.
- B. The **loss** payee's interest will not be protected if the **loss** results from **your** fraudulent acts or omissions, **conversion**, secretion or embezzlement of a **covered auto** or if the **loss** is not payable to **you** under the terms of this Policy.
- C. **We** reserve the right to cancel or nonrenew this Policy as permitted by policy terms and **state** law. The cancellation or nonrenewal shall terminate this agreement as to the **loss** payee's interest. If **we** are required by law or regulation to give the **loss** payee notice of cancellation, **we** will give such notice in accordance to such law or regulation. In addition, any continuance of coverage protecting the **loss** payee's interest shall terminate on the effective date of a policy contract or insurance binder for similar coverage issued by another insurance carrier.
- D. In the event the **loss** payee makes a claim under this Policy, the **loss** payee shall be required to abide by all terms and conditions of this Policy applicable to **you** and shall have no greater rights than **you** to receive payment.
- E. When **we** pay the **loss** payee, **we** shall, to the extent of payment, be subrogated to the **loss** payee's rights of recovery.
- F. This clause has no effect if the name of the **loss** payee is not shown on the **Declarations Page**.

#### **GENERAL PROVISIONS**

##### **ADDITIONAL DEFINITIONS USED IN THIS SECTION**

- A. "**Mail**", "**mailing**" or "**mailed**" means:
  - 1. Delivery by **us** to any of the following:
    - a. United States Postal Service; or
    - b. Public or private mail carrier;
  - 2. Sent by **us** through electronic transmission, if not prohibited by **state** law; or
  - 3. Any other methods allowed by law.
- B. "**Proof of mailing**" means sufficient evidence that a correspondence or notice has been presented to the United States Postal Service for mailing. Proof of mailing includes, but is not limited to, any form of certificate of mailing or certificate of bulk mailing issued by the United States Postal Service, including a Certificate of Bulk Mail or any other form allowed by **state** law.

##### **BANKRUPTCY**

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this Policy. If execution of a judgment against an **insured** is returned unsatisfied because of the bankruptcy or insolvency of the **insured**, a **person** claiming damages under Part A > LIABILITY COVERAGE may maintain an action against **us** for the amount of the judgment, subject to the terms and conditions of this Policy and not exceeding **our** Limits of Liability under Part A.

##### **CHANGES**

- A. This Policy, along with the **Declarations Page**, as amended, and Application, which are incorporated into and made part of this Policy as if attached hereto, and any endorsements issued by **us**, contain all the agreements between **you** and **us**. Its terms may not be changed or waived except in writing by **us**.

- B. The premium for each **covered auto** is based on information **we** have received from **you** or other sources. **You** agree:
1. That if any of this information material to the development of the Policy premium is incorrect, incomplete or changed, **we** may adjust the premium accordingly during the policy period or take other appropriate action.
  2. To cooperate with **us** in determining if this information is correct and complete.
  3. That **you** have a continuing duty to advise **us** of any changes such as the following which **we** consider material to the development of the Policy premium:
    - a. The number or types of **covered autos** including when **you** acquire, sell or dispose of an **auto**;
    - b. The driver(s) or **operator(s)** using the **autos insured** under **your** Policy (either additions or deletions);
    - c. People **residing** in **your** household;
    - d. **Your** mailing or business address;
    - e. The principal place where **you** garage any of the **autos insured** under this Policy changes;
    - f. The use of **autos insured** under **your** Policy;
    - g. **You**, a **family member** or a permissive driver obtains a driver's license or **operator's** permit or has a driver's license revoked, suspended or reinstated;
    - h. The marital status of **you**, a **family member** or any regular **operator**;
    - i. Coverages, coverage limits or deductibles;
    - j. Eligibility for discounts or surcharges or other premium credits or debits; or
    - k. Other factors permitted by law.
- C. Any adjustment of **your** premium will be made using **our** rules in effect at the time of the change. Premium adjustments may include, but are not limited to, changes in:
1. Autos **insured** under the Policy;
  2. Use of the **autos insured** under the Policy;
  3. Drivers;
  4. Coverages or coverage limits;
  5. Principal place where **you** garage any of the **autos insured** under this Policy;
  6. Eligibility for discounts or surcharges or other premium credits or debits;
  7. Marital status; or
  8. Other factors permitted by law.
- D. **We** may revise **your** Policy coverages to provide more protection without additional premium charge. If **we** do this and **you** have the coverage which is changed, **your** Policy will automatically provide the additional coverage as of the date the revision is effective in **your state**. This does not apply to changes made with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is made through introduction of a subsequent edition of **your** Policy or an amendatory endorsement.
- E. If **you** ask **us** to delete an **auto**, no coverage will apply as of the date and time **you** ask **us** to delete such **auto**.
- F. If **we** make a change to this Policy during the policy period that broadens any coverage without an additional premium charge, **you** will have the broadened coverage if that coverage is in effect on the date of change. The effective date of a change will be the date **we** implement that change in the **state** in which the Policy is written.
- G. Notice to any agent or knowledge possessed by an agent or other **person** shall not change, effect or waive any portion of this Policy nor stop **us** from asserting any of **our** rights under this Policy.
- H. Nothing contained in this section will limit **our** right to void this Policy for fraud, misrepresentation or concealment of any material fact by **you**, or anyone acting on **your** behalf.

#### **CONTINUING DUTY TO REPORT CHANGES**

- A. **You** have a continuing duty to 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 **individuals** of legal driving age **residing** in **your** household;
5. The **individual(s)** who operate a **covered auto**;
6. An **operator's** marital status; or
7. The driver's license or **operator's** permit status of **you**, a **family member**, or a regular **operator**.
8. The use of the **autos insured** under the Policy, this includes the use of the vehicle to carry **persons** or property for compensation or a fee, **TNC prearranged trips**, limousine, or taxi service, livery conveyance, including not-forhire livery, or for retail or wholesale delivery, including but not limited to, the pick-up, transport, or delivery of magazines, newspapers, mail, or food.

If **you** fail to inform **us** of any changes within 30 days, **we** may void coverage as provided under the Misrepresentation and Fraud section.

- B. All new **employees** must be added to the policy within thirty (30) days of their hire date.

### SETTLEMENT OF CLAIMS

**We** may use estimating, appraisal, or injury evaluation systems or tools to determine any amounts to be paid under this Policy. These systems or tools may be developed by **us** or by third parties and may include computer software, databases and special technology.

### LEGAL ACTION AGAINST US

- A. No legal action may be brought against **us** until there has been full compliance with all the terms of this Policy. In addition, under PART A > LIABILITY COVERAGE, no legal action may be brought against **us** unless:
1. **We** agree in writing that the **insured** has an obligation to pay for damages due to a covered **accident**; or
  2. The amount of that obligation has been finally determined by judgment after trial.
- B. No **person** has any right under this Policy to bring legal action against **us** or to make **us** a party to any legal proceeding to determine the liability of an **insured**.
- C. If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for a legal proceeding absent any specific and formal written request to do so.
- D. Except as provided for in this Policy, any lawsuit against **us** for benefits under any part of this Policy, or any lawsuit filed against **us** by an **insured** following an **accident**, must be commenced within the time period set forth in the **bodily injury** statute of limitations in the law of the **state** where the **accident** occurred.

### OUR RIGHT TO RECOVER PAYMENT

- A. If **we** make a payment under this Policy and the **person** to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That **person** shall:
1. Do whatever is necessary to enable **us** to exercise **our** rights;
  2. Do nothing after an **accident** or **loss** to prejudice **our** rights;
  3. Deliver to **us** any legal papers relating to that recovery;
  4. Take the necessary or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible **person**. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this recovery; and
  5. Execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of the **insured** and **us** as established here.

However, **our** rights under this paragraph A. do not apply under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO of this Policy against any **person** using a **covered auto** with the **owner's** express or implied permission.

- B. If **we** make a payment under this Policy and the **person** to or for whom payment is made recovers damages from another, that **person** shall:
  - 1. Hold in trust for **us** the proceeds of the recovery; and
  - 2. Reimburse **us** to the extent of **our** payment. In the event recovery has already been made from the responsible party, any rights to recovery by the **person(s)** claiming coverage under this Policy no longer exist.
- C. If **we** pursue recovery from a liable party:
  - 1. **You** permit **us** to seek recovery of any deductible that may apply, but **we** have no duty to do so. **We** will notify **you** if **we** do not intend to collect the deductible.
  - 2. **We** reserve the right to compromise or settle the deductible and **property damage** claims against the responsible parties for less than the full amount. For those sums, **you** agree to be bound by: a. A settlement agreement entered into by **us** and the liable party; or b. The outcome of appraisal or arbitration.
  - 3. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on 15360 (06012024) Page 33 of 36 Integon Indemnity Corporation the proportion that the actual recovery bears to the total of **our** payment and the deductible.
  - 4. Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses and attorney fees incurred due to the recovery.
- D. If **we** make a payment to, or on behalf of, anyone **insured** under this Policy which is not covered by this Policy but is compelled by law then, to the extent allowed by law, **you** must reimburse **us** to the full extent of all **loss** or damages paid by **us** and **our** claims adjustment expenses.

#### **POLICY PERIOD AND TERRITORY**

- A. This Policy applies only to accidents or losses which occur:
  - 1. During the policy period shown on the **Declarations Page**; and
  - 2. Within the policy territory.
- B. This policy territory is:
  - 1. The United States of America, its territories or possessions; or
  - 2. Canada.

This Policy also applies to covered accidents or covered losses while the **auto insured** under this Policy is being transported between their ports.

#### **PREMIUM DUE ON POLICIES**

- A. An affiliate or business partner of ours may provide **you** with special offers that may be applied toward the premium to purchase a policy issued by **us**. **We** may also provide **you** with special offers that may be applied toward the purchase of products offered by an affiliate or business partner of ours.
- B. In addition, **our** affiliate or business partner may:
  - 1. Provide **you** with special offers toward the purchase of a product or service provided through or by **our** affiliate or business partner;
  - 2. Make a contribution on **your** behalf to an educational or charitable fund under a program sponsored through or by **our** affiliate or business partner; or
  - 3. Make a contribution toward any educational or charitable fund of **your** choice.

#### **POLICY TERMINATION**

##### **A. Cancellation**

- 1. This Policy may be cancelled during the policy period as follows:
  - a. **You** may cancel by:
    - i. Returning this Policy to **us**; or

- ii. Giving **us**, or **our** authorized representative, advance notice of the date cancellation is to take effect. The effective date of the cancellation shall be either the date **we** receive such notice or the date specified in the notice, whichever is later.
  - a) **We** may, at **our** option, waive the requirement that the notice **state** a future date for cancellation and cancel the Policy as of the effective date shown in the notice.
  - b) If **we** have made a filing or submitted a certificate of insurance on **your** behalf with a regulatory or governmental agency **we** may require that any cancellations be made effective with a future date to comply with notice of cancellation requirements of that regulatory or governmental agency.
- b. **We** may cancel this Policy by mailing a notice of cancellation to the **named insured** at the address last known by **us**:
  - i. At least ten (10) days' notice if cancellation is for nonpayment of premium; or
  - ii. At least ten (10) days' notice if cancellation is for other than nonpayment of premium and notice is mailed during the first sixty (60) days of the initial policy term; or
  - iii. at least thirty (30) days' if cancellation is for a substantial change in risk; and
  - iv. at least fifteen (15) days' notice in all other cases.
- 2. When this Policy has been in effect for less than sixty (60) days, **we** may cancel this Policy for any lawful reason.
- 3. After this Policy is in effect for sixty (60) days, or if this is a renewal or continuation policy, **we** will cancel only for one or more of the following reasons:
  - a. Nonpayment of premium; or
  - b. If there has been any other substantial change in the risk assumed, except to the extent that **we** should have reasonably foreseen the change or contemplated the risk in writing this Policy; or
  - c. If the **insured** has substantially breached a contractual duty, condition, or warranty; or
  - d. If this Policy was obtained through material misrepresentation, a fraudulent statement, omission or concealment of a fact material to the acceptance of the risk or the hazard assumed by **us**; or
  - e. A willful or negligent act or omission by an **insured** has substantially increased the hazard **insured** against; or
  - f. **Loss** of driving privileges through suspension or revocation of **your operator's** license or that of a principal **operator** of a **covered auto**; or
  - g. The **named insured** presented a claim based on fraud or material misrepresentation; or
  - h. Reasonable cause; or
  - i. Any other reason specified by law or contained in the rules or regulations of the Superintendent of Insurance of the State of New Mexico.

#### **B. Nonrenewal**

If **we** decide not to renew or continue this Policy, **we** will mail notice to the **named insured** at the address last known by **us**. Notice will be mailed at least thirty (30) days before the end of the policy period.

#### **C. Automatic Termination**

1. If **we** offer to renew or continue **your** Policy and **you** or **your** representative do 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 shall mean that **you** have not accepted **our** offer.
2. If other insurance is obtained on a **covered auto**, any similar insurance provided by this Policy will terminate as to that **auto** on the effective date of the other insurance even if the other insurance policy contains less coverage or lower limits.
3. If a **covered auto** is sold or transferred to someone other than **you** or if **you** are an **individual**, a **family member**, insurance provided by this Policy will terminate as to that **auto** immediately upon the sale or transfer.
4. Nothing in this **POLICY TERMINATION** section shall waive **our** rights to void this Policy, if permitted by law.

#### **D. Payment Of Premium**

1. If **you** pay **your** initial premium for any new policy by any remittance other than cash, the coverage offered by this Policy is conditioned on that remittance being honored upon presentment by the financial institution. If the remittance is not honored, then **we** shall be deemed not to have accepted the payment and this Policy, if allowed by law, shall be void from inception. If the Policy is void from inception, it will not be subject to the Cancellation provisions of this Policy. This means that **we** will not be liable under this Policy for any claims or damages which would otherwise be covered if the remittance had been honored upon presentment. If **we** are required by law to make any payment after **we** void this Policy, **you** must pay **us** for all expenses incurred and payments made. **Our** right to void this Policy will not be affected if **we** submit the remittance for payment more than once.
2. If **you** make a premium payment for a renewal of **your** Policy using an uncollectible instrument, **our** offer of policy renewal is deemed rejected by **you** and the Policy terminated without renewal. **Our** right to void this Policy will not be affected if **we** submit the remittance for payment more than once.
3. Examples of an uncollectible instrument and payment not being honored upon presentment include, but are not limited to:
  - a. Checks dishonored or refused due to insufficient funds;
  - b. Checks drawn from closed accounts;
  - c. Invalid credit cards or credit card charges dishonored or refused by the issuing financial institution; and
  - d. Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) transfers or payments from a financial institution or similar account that are refused, dishonored or rejected.
4. If any of these acts or events occur at initial application or at any time during the policy period, it shall be deemed to be nonpayment of premium.

#### **E. Other Termination Provisions**

1. If the law in effect at the time this Policy is issued, renewed or continued:
  - a. Requires a longer notice period;
  - b. Requires a special form of, or procedure for, giving notice; or
  - c. Modifies any of the stated termination reasons; **we** will comply with those requirements.
2. If not prohibited by **state** law, **we** may deliver any notice in **person** instead of mailing it.
3. Proof of mailing of any notice shall be sufficient proof of notice.
4. If this Policy is canceled or terminated, the premium refund, if any, will be computed on a pro-rata basis. If this Policy is cancelled at the request of a premium finance company that has financed this Policy under a premium finance agreement the premium refund, if any, will be calculated on a pro-rata basis. If the Policy is canceled at **your** request, the refund, if any, will be calculated on a pro-rata basis. However, making or offering to make the refund is not a condition of cancellation.
5. Any notice stating the Policy has ended shall terminate all coverages under this Policy as of the effective date in the notice.

#### **F. Reinstatement Of Coverage**

1. Policies that have been canceled, terminated, nonrenewed or expired may be eligible, at **our** discretion, for reinstatement of coverage. Requirements for reinstatement include but are not limited to:
  - a. No accidents or losses against the Policy during the canceled, terminated, nonrenewed or expired period; and
  - b. All money due on the Policy must be received.
2. If there was an **accident** or **loss** against the Policy during the canceled, terminated, nonrenewed or expired period, then the reinstatement will be voided, if allowed by law, and the Policy will remain canceled, terminated, nonrenewed or expired.
3. If the Policy is reinstated and the payment received is not honored for any reason, the reinstatement will be voided, if allowed by law, and the Policy will remain canceled, terminated, nonrenewed or expired.

## TRANSFER OF YOUR INTEREST IN THIS POLICY

**Your** rights and duties under this Policy may not be assigned without **our** written consent. However, upon the death of the **named insured**, if an **individual**, coverage will be provided until the end of the Policy period or cancellation date, whichever is earlier, for:

1. The **named insured's** surviving spouse, if such **person resides** in the **named insured's** household at the time of the **named insured's** death. Coverage applies to the spouse as if a **named insured** shown on the **Declarations Page**.
2. The legal representative of the deceased **individual** while acting within the scope of the duties of a legal representative. This applies only with respect to the representative's legal responsibility to maintain or use a **covered auto**.
3. Any **person** having proper custody of a **covered auto** until a legal representative is appointed but in no event for more than thirty (30) days after the date of such death.

## MISREPRESENTATION AND FRAUD

A. This Policy was issued in reliance on the information provided on **your** written or verbal insurance Application. **We** reserve the right, at **our** sole discretion, to cancel or rescind this Policy if **you** or any **insured**:

1. Made any false statements or representations to **us** with respect to any material fact or circumstance; or
2. Concealed, omitted or misrepresented any material fact or circumstance or engaged in any fraudulent conduct;

in the Application for this insurance or when renewing this Policy, making changes to the policy, requesting reinstatement of this Policy or applying for any coverage under this Policy.

A fact or circumstance will be deemed material if **we** would not have:

1. Written this Policy;
2. Agreed to insure the risk assumed; or
3. Assumed the risk at the premium charged. This includes, but is not limited to, failing to disclose in the verbal or written Application all **persons residing** in **your** household, the license or driving history of **you**, a relative, or any **individual** listed as a driver on the **Declarations Page**, regular **operators** of a **covered auto**, the description of the **autos** to be **insured**; or the location of the principal place of garaging.

B. This Policy shall be void if **you** fail to notify **us** of any change to the Policy that materially affects **our** acceptance or rating of the risk.

C. If **we** void this Policy, the Policy will be void from its inception, and **we** will not be liable for any claims or damages that would otherwise be covered.

D. **We** may cancel or rescind this Policy and/or may not provide coverage under this Policy if **you**, a **family member** or anyone else seeking coverage under this Policy concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct in connection with the presentation or settlement of a claim. This includes, but is not limited to, misrepresentation concerning a **covered auto** or **your** interest in a **covered auto**.

E. **We** may, at **our** sole discretion, void or rescind this Policy for fraud or misrepresentation even after the occurrence of an **accident** or **loss**.

F. If **we** make a payment under this Policy for a **loss** or **accident** to **you** or to a **person** seeking coverage under this Policy which **we** later discover was obtained through fraud, concealment or misrepresentation by **you** or the **person** seeking coverage under this Policy, **we** reserve the right, at **our** sole discretion, to recover such payment made or incurred.

G. No **person** who engages in fraudulent conduct in connection with an **accident** or claim shall be entitled to receive any payment under this Policy.

## INSPECTION AND AUDIT

- A. **We** shall have the right to inspect **your** property and operations at any time. This includes, but is not limited to, the right to inspect and audit the maintenance of any **covered auto**, the identity of **your** drivers and their driving records, and **your** radius of operations. In doing so, **we** do not warrant that the property or operations are safe or healthful or are in compliance with any law, rule or regulation.
- B. **We** shall also have the right to examine and audit **your** books and records at any time during the policy period and any extensions of that period and within three years after termination of the Policy, as far as they relate to the subject matter of this insurance.

## UNPAID PREMIUM AND FEES

When **we** make payment to **you** or the **loss** payee, as interests may appear, or to anyone on **your** behalf for any first party claim made by **you** under this Policy if the policy has been cancelled or expired **we** may deduct from the payment any premium or fees that are due and unpaid under the Policy.

## TWO OR MORE AUTO POLICIES

If this Policy and any other **auto** policy issued by **us**, or any company affiliated with **us**, apply to the same **accident** or **loss**, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. However, no one will be entitled to receive duplicate payments for the same elements of damage.

## TERMS OF POLICY CONFORM TO STATUTES

If any provision of this Policy fails to conform to the statutes of the **state** in which this Policy is written, the provision shall be deemed 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** in which this Policy is written.

## PAYMENTS FOR UNDISCLOSED OPERATORS AND EXCLUDED DRIVERS

If **we** are required by any law, judgement, ruling, or regulation to provide any coverage or make any payment under **your** policy as a result of an **accident** or **loss** in which a **covered auto** is being operated by an **undisclosed operator** or excluded driver then **we** will only be responsible to pay up to the minimum limit for **bodily injury** or **property damage** required by the compulsory or financial responsibility law in the **state** in which this Policy is issued regardless of the limits of liability shown on the **Declarations Page** for that coverage. Further, **you** will be responsible for any payments required by law, judgment, ruling, or regulation in excess of those minimum financial responsibility limits as well as for reimbursing **us** for any payment made on behalf of **you** or any **insured** that results from an **undisclosed operator** or excluded drivers' use of a **covered auto**.

## JOINT AND INDIVIDUAL INTERESTS

**You** may change or cancel this Policy; however, **your** action(s) shall be binding on all **persons** provided coverage under this Policy.

## ELECTRONIC SIGNATURE

- A. **You** and **we** agree that electronic signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires:
  - 1. A signature on any form or document; or
  - 2. A letter or document to be notarized, verified, acknowledged or made under oath; the electronic signatures will satisfy this requirement if the signature of the **individual** authorized to perform the service of notarizing, verification, or acknowledgment is attached or logically associated with the signature or electronic signatures of record.
- B. **You** and **we** agree that electronic signatures shall include, but are not limited to, any assent; acceptance; agreement; election; selection and rejection sent via e-mail; internet; text message; or fax; or done as a recorded telephonic signature or assent, when done with the intent of the **person** to be bound, as if signed in writing.

## LIMITATION OF USE

**You** agree that the premium charged for the coverages shown on the **Declarations Page** is based on the commercial use of the **autos** described in the Policy. **You** also agree that the **autos** will be confined during the policy period to the territory within the stated mile radius of the city or town where the **autos** are principally garaged as shown on the **Declarations Page**.

## CHOICE OF LAW

By accepting this Policy **you** agree that any dispute shall be governed by the laws of the State in which **your** policy was issued without regard to conflict of law provisions.

## MEXICO - COVERAGE EXCLUSION WARNING

- A. **Accidents** in Mexico are subject to laws of Mexico, not the laws of the United States. Under Mexico law, **accidents** are considered a criminal offense as well as civil matter.
- B. This policy does not provide coverage for any claim arising from an **accident** or **loss** involving a **covered auto** or an **auto** you do not **own** while in Mexico.

## OTHER INSURANCE

When an **auto** owned by a licensed automobile dealer is loaned to **you** without a fee for demonstration purposes, as a promotional courtesy **auto** or as a courtesy **auto**, primary insurance shall be provided by this Policy for **you** or an **employee** of yours while using the demonstration **auto**, promotional courtesy **auto** or courtesy **auto**. Coverage provided by the dealer or dealer's insurer shall apply as excess coverage. In witness whereof, **we**, as officers of the Company, have caused this Commercial Automobile Policy to be executed and attested. If required by **state** law, this Policy shall not be valid unless countersigned by **our** authorized representative.

*Signatures*

## **ENDORSEMENTS**

When any Endorsement applies, all other terms, limits and conditions of the policy that do not conflict with the terms of the Endorsement shall continue to apply.

THE FOLLOWING ADDITIONAL INSURED ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA ADDINS2 APPEARS ON **YOUR DECLARATIONS PAGE**.

### **ADDITIONAL INSURED**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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This endorsement applies only when the form number shows on the **Declarations Page** of this policy and premium paid. All the provisions of this Policy apply except as modified by this endorsement.

Any coverage afforded under PART A > LIABILITY COVERAGE of this Policy for a **covered auto** shall also apply to the **individual** or organization listed on the **Declarations Page** as an additional **insured** subject to the following provisions:

1. **We** will pay compensatory damages for which the additional **insured** is legally liable due to **bodily injury** or **property damage** caused by an **accident** arising out of the operation of an **auto** covered under PART A > LIABILITY COVERAGE. **We** will pay under this endorsement only if those damages arise out of the acts or omissions of an **insured** as defined under PART A and then only to the extent of that liability.
2. The designation of an additional **insured** on the **Declarations Page** shall not increase **our** limits of liability under PART A of this Policy.
3. Insurance provided by this agreement will be excess insurance over any other applicable insurance, self-insurance or bond.
4. The definition of **insured** in ADDITIONAL DEFINITIONS PART A > LIABILITY COVERAGE is deleted in its entirety and replaced with the following:
  2. "**Insured**" means:
    - a. **You** for the **ownership**, maintenance or use of a **covered auto**.
    - b. Any additional driver listed on the **Declarations Page**, but only while using a **covered auto**.
    - c. For the use of a **covered auto**, any **person** or **organization**, but only with respect to the legal liability for acts or omissions of a **person** for whom coverage is afforded under this PART A.

**CA ADDINS2 (04/25)**

THE FOLLOWING ANY AUTO COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA ANYAUTO APPEARS ON YOUR DECLARATIONS PAGE.

#### ANY AUTO COVERAGE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement applies only when the form number and coverage show on the **Declarations Page** of this policy and premium paid. All provisions of this Policy apply except as modified by this endorsement.

#### **PART A > LIABILITY COVERAGE**

##### **INSURING AGREEMENT**

The following is added to the **INSURING AGREEMENT**:

If **you** pay **us** the premium for Any Auto Coverage, then the definition of “**covered auto**” under **PART A > LIABILITY COVERAGE** means any **auto** similar in type and use as a listed or scheduled **auto(s)** on the **Declarations Page**;

##### **ADDITIONAL DEFINITIONS – PART A > LIABILITY COVERAGE**

A. The definition of “**Insured**” under **PART A > LIABILITY COVERAGE** is deleted and replaced by the following:

“**Insured**” means:

1. **You**, while using a **covered auto**.
2. A driver listed on the **Declarations Page** while using:
  - a. Any **auto** described on the **Declarations Page** for which a premium charge is shown;
  - b. Any **replacement auto**;
  - c. Any **additional auto**;
  - d. Any **temporary substitute auto**; or
  - e. A **covered auto** within the scope of **your** business.
3. Anyone using a **covered auto** within the scope of **your** business and within the scope of **your** permission.

B. The following definition is added and only applies to **PART A > LIABILITY COVERAGE**:

“**Temporary substitute auto**” means any **auto** not owned by **you** which is:

1. Driven by **you** or a listed driver; and
2. Used as a **temporary substitute auto** for any **auto** described on the **Declarations Page**, any **replacement auto**, or any **additional auto** which is out of service no longer than thirty (30) days because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. **Loss**; or
  - e. Destruction.

The **temporary substitute auto** must be similar in type and use as the listed or scheduled **auto(s)** on the **Declarations Page**.

CA ANYAUTO (04/25)

THE FOLLOWING DRIVE OTHER CAR COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA DOC APPEARS ON YOUR DECLARATIONS PAGE.

#### DRIVE OTHER CAR COVERAGE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement applies only when the form number and coverage shows on the **Declarations Page** of this policy and premium paid. All the provisions of this policy apply except as modified herein.

#### **PART A > LIABILITY COVERAGE**

If a premium for Liability Coverage is shown on the **Declarations Page** for a **private passenger auto**, then PART A > LIABILITY COVERAGE is amended as follows:

1. The following is added to the definition of **insured**:

Any individual named on the **Declarations Page** as having Drive Other Car Coverage while using any **covered auto**.

2. When used in PART A > LIABILITY COVERAGE:

Any **auto you** do not own, hire, or borrow is a **covered auto** under this PART A while being used by any **individual** named on the **Declarations Page** as having Drive Other Car Coverage except:

- a. Any **auto owned** by that individual or by any member of his or her household.
- b. Any **auto** used by that **individual** or his or her spouse while working in a **motor vehicle business**.

#### **PART B > MEDICAL PAYMENTS COVERAGE**

If a premium for Medical Payments Coverage is shown on the **Declarations Page** for a **private passenger auto**, then PART B > MEDICAL PAYMENTS COVERAGE is amended as follows:

The following is added to the definition of **insured**:

Any **individual** named on the **Declarations Page** as having Drive Other Car Coverage while **occupying**, or while a pedestrian when being struck by, any **auto you** do not own except any **auto owned** by that individual or by any member of his or her household.

#### **PART C > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE**

If a premium for Uninsured Motorist Bodily Injury Coverage is shown on the **Declarations Page** for a **private passenger auto**, then PART C > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE is amended as follows:

The following is added to the definition of **insured**:

Any **individual** named on the **Declarations Page** as having Drive Other Car Coverage while occupying, or while a pedestrian when being struck by, any **auto you** do not own except any **auto** owned by that individual or by any member of his or her household.

#### **PART D > COVERAGE FOR DAMAGE TO YOUR AUTO**

If a premium for **Collision** Coverage, **Comprehensive** or **Other Than Collision Coverage** or **Fire and Theft with Combined Additional** Coverage is shown on the **Declarations Page** for a **private passenger auto**, then PART D > COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

Any **private passenger auto you** do not own, hire, or borrow is a **covered auto** under this PART D while in the care, custody or control of any **individual** named on the **Declarations Page** as having Drive Other Car Coverage, except:

1. Any **auto owned** by that **individual** or by any member of his or her household.
2. Any **auto** used by that **individual** or his or her spouse while working in a **motor vehicle business**.

The broadest physical damage coverage on the Policy for a **private passenger auto** will be applied to a **loss** for such non-owned **auto**. The applicable deductible will be the lowest deductible for any **private passenger auto** shown on the **Declarations Page**.

#### **ADDITIONAL DEFINITION**

As used in the endorsement:

1. Private passenger **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;
  - d. With a gross vehicle weight rating of 12,000 pounds or less, according to the manufacturer's specifications; and
  - e. For which personal use is indicated on the **Declarations Page**.

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

#### **OTHER INSURANCE**

The insurance provided by this Drive Other Car endorsement is excess over any other valid and collectible insurance whether primary, excess or contingent.

#### **CA DOC (04/25)**

THE FOLLOWING EMPLOYER NON-OWNER LIABILITY COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA EMPNOL APPEARS ON **YOUR DECLARATIONS PAGE**.

**EMPLOYER NON-OWNED LIABILITY COVERAGE**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement applies only when the form number and coverage show on the **Declarations Page** of this policy and premium paid. All the provisions of this Policy apply except as modified by this endorsement.

**PART A > LIABILITY COVERAGE**

**PART A > LIABILITY COVERAGE** is revised as follows:

**INSURING AGREEMENT**

If **you** pay **us** the premium for Employer Non-Ownership Liability Coverage, **we** agree with **you** that the insurance provided under PART A > LIABILITY COVERAGE section of **your** Policy for a **covered auto** applies to any **non-owned auto** used in **your** business by **you** or any of **your employees** subject to the following provisions:

**ADDITIONAL DEFINITIONS – PART A > LIABILITY COVERAGE**

The definition of **insured** under PART A > LIABILITY COVERAGE applies to the insurance provided by Employer Non-Ownership Liability Coverage endorsement except that none of the following is an **insured** with respect to a **non-owned auto**:

1. The **owner** of a **non-owned auto** and any agent or **employee** of that **owner**; or
2. An executive officer of **yours** with respect to an **auto owned** by him or a member of his household.

The following definition is added:

"**Non-owned auto**", when used in this endorsement, means an **auto** which is not:

1. **Owned** by **you**;
2. Registered in **your** name;
3. Hired by **you**; or
4. Used under contract on **your** behalf.

The **non-owned auto** must be similar in type and use as a listed or scheduled **auto(s)** on the **Declarations Page**.

**EXCLUSIONS**

The following exclusion is added: The insurance provided by this endorsement does not apply to **bodily injury** and **property damage** arising out of the **ownership**, maintenance or use of a **non-owned auto** used in the conduct of any partnership or joint venture of which **you** are a partner or member and which is not shown as the **named insured** on the **Declarations Page**.

**OTHER INSURANCE**

The insurance provided by this endorsement is excess over any other valid and collectible insurance whether primary, excess or contingent.

**CA EMPNOL (04/25)**

THE FOLLOWING FULL GLASS COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA GLASSCOVG APPEARS ON **YOUR DECLARATIONS PAGE**.

**FULL GLASS COVERAGE**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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This endorsement applies only when the form number and coverage show on the **Declarations Page** of this policy and premium paid. All provisions of this Policy apply except as modified by this endorsement.

If **you** pay **us** the premium for Full Coverage Glass, **we** will pay under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO, without application of a deductible, for **loss** to:

1. Glass used in the windshield, doors and windows of a **covered auto** of the **private passenger auto** type; or
2. The glass, plastic or other materials used in the lights of a **covered auto** of the **private passenger auto** type.

“**Private passenger auto**”, as used in this endorsement, means a land motor vehicle:

1. Of the private passenger, pickup body, or cargo van type;
2. Designed for operation principally upon public roads;
3. With at least four wheels;
4. With a gross vehicle weight rating of 12,000 pounds or less, according to the manufacturer’s specifications; and
5. For which personal use is indicated on the **Declarations Page**.

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

**CA GLASSCOVG (04/25)**

THE FOLLOWING HIRED AUTO COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA HIRED AUTO APPEARS ON YOUR DECLARATIONS PAGE.

**HIRED AUTO COVERAGE**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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This endorsement applies only if the form number and coverage show on the **Declarations Page** of this policy and premium paid. All the provisions of this Policy apply except as modified by this endorsement.

**PART A > LIABILITY COVERAGE**

**ADDITIONAL DEFINITIONS – PART A > LIABILITY COVERAGE**

The definition of “**Insured**” in PART A is deleted and replaced with the following:

“**Insured**”, in this PART A, means:

- a. **You**, as the renter of a **hired auto**, in the same manner as if **you** were the owner.
- b. The **owner** of a **hired auto**.
- c. Any lessee of whom **you** are a sub-lessee.
- d. Any agent or **employee** of such owner or lessee, while the **hired auto** is being used in **your** business or by **you** for personal or pleasure purposes. However, the **hired auto's owner**, or anyone else from whom it is rented or leased, is not an **insured** for liability resulting from defects or faulty workmanship.

The following definitions are added to PART A.

“**Covered auto**” means **hired autos** for this PART A only.

“**Hired auto**” means, in this endorsement, an **auto** which is not **owned** by **you**, registered in **your** name, or borrowed from **your employees** and which is obtained under a short-term rental agreement not to exceed thirty (30) days. The **hired auto** must be similar in type and use as a listed or scheduled **auto(s)** on the **Declarations Page**.

**OTHER INSURANCE**

The insurance provided by this endorsement is excess over any other valid and collectible insurance whether primary, excess or contingent.

**CA HIRED AUTO (04/25)**

THE FOLLOWING ADDITIONAL INSURED ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA NUCLEAREXC APPEARS ON YOUR DECLARATIONS PAGE.

**NUCLEAR ENERGY LIABILITY EXCLUSION**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

All the provisions of this Policy apply except as modified by this endorsement.

A. **We** do not provide:

1. Liability Coverage for **bodily injury** or property damage:
  - a. With respect to which an **insured** under the Policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. Resulting from the hazardous properties of nuclear material and with respect to which:
    - i. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
    - ii. The **insured** is or, had this policy not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Liability Coverage for **bodily injury** or property damage resulting from the hazardous properties of nuclear material, if:
  - a. The nuclear material:
    - i. Is at any nuclear facility owned by, or operated by or on behalf of, an **insured**; or
    - ii. Has been discharged or dispersed therefrom;
  - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
  - c. The **bodily injury** or property damage arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. However, if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (2c) applies only to property damage to such nuclear facility and any property thereat.
3. Medical Payments Coverage, for expenses incurred with respect to **bodily injury** resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

B. As used in this endorsement:

1. "Hazardous properties" include radioactive, toxic or explosive properties.
2. "Nuclear facility" means:
  - a. Any nuclear reactor;
  - b. Any equipment or device designed or used for:
    - i. Separating the isotopes of uranium or plutonium;
    - ii. Processing or utilizing spent fuel; or
    - iii. Handling, processing or packaging waste;
  - c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment

or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.  
"Nuclear facility" includes the site on which any of the foregoing is located, all operations conducted on such site and premises used for such operations.
3. "Nuclear material" means "source material", "special nuclear material," or "by-product material".
4. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
5. "Property damage" includes all forms of radioactive contamination of property.
6. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
7. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
8. "Waste" means any waste material:
  - a. Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
  - b. Resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

**CA NUCLEAREXC (04/25)**

THE FOLLOWING PERSONAL USE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA PERSONALUSE APPEARS ON YOUR DECLARATIONS PAGE.

**PERSONAL USE ENDORSEMENT**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement applies only when the form number shows on the **Declarations Page** of this policy and premium paid. All the provisions of this Policy apply except as modified by this endorsement.

**Personal use** coverage is **auto** specific. **Personal use** selected on one **auto** does not extend **personal use** coverage to any other **auto** on the policy. Unless **personal use** is selected for the **auto** and shows on the **Declarations Page**, there is no **personal use** coverage for the **auto**.

**PART A > LIABILITY COVERAGE**  
**LIMITS OF LIABILITY**

If liability coverage under **PART A** is payable due to **bodily injury** or **property damage** arising out of the non-business use of a vehicle shown on the **Declarations Page** and has been rated without **personal use** or as business use only, then paragraphs A. through E. are deleted and replaced with the following:

- A. The minimum limit of liability for **bodily injury** per person required by the state in which this Policy is issued is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** sustained by any one person in any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- B. The minimum limit of liability for **bodily injury** per **accident** required by the state in which this Policy is issued is the most **we** will pay for all damages, including **derivative claims** arising out of and due to **bodily injury** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- C. The minimum limit of liability for **property damage** required by the state in which this Policy is issued is the most **we** will pay for all damages due to **property damage** sustained in any one **accident**.
- D. If the **Declarations Page** indicates that a combined single limits applies, the most **we** will pay for the aggregate of all damages resulting from any one **accident** is the minimum combined limit of liability required by the state in which this Policy is issued. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- E. There will be no adding, stacking or combining of coverage. The minimum limits of liability for **bodily injury** and **property damage** required by the state in which this Policy is issued is the most **we** will pay as the result of any one **accident** without regard to the number of:
  1. **Insureds**, heirs or survivors;
  2. Claimants;
  3. Claims made;
  4. Lawsuits filed;
  5. Vehicles shown on the **Declarations Page**;
  6. Premiums shown on the **Declarations Page**;
  7. Vehicles involved in the **accident**; or
  8. Premiums paid.

**CA PERSONALUSE (04/25)**

THE FOLLOWING RENTAL REIMBURSEMENT COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER CA RENTAL APPEARS ON **YOUR DECLARATIONS PAGE**.

**RENTAL REIMBURSEMENT COVERAGE**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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This endorsement applies only when the form number and coverage show on the **Declarations Page** of this policy and premium paid for that vehicle. All the provisions of this policy apply to the coverage provided by this endorsement except as modified herein.

Rental Reimbursement Coverage applies only to the **auto** for which the coverage and specific premium are shown on the **Declarations Page**.

- A. Subject to the limits shown on the **Declarations Page**, if **you** pay **us** the premium for Rental Reimbursement Coverage, **we** will reimburse **you** or, at **our** option, pay directly on **your** behalf the daily rental charges incurred by **you** when **you** rent an auto pursuant to a written rental agreement with a commercially licensed rental agency. Your rental of an auto must be due to a covered loss to a **covered auto** that has Rental Reimbursement Coverage under this Policy. This coverage applies only if **you** have purchased **Collision** Coverage and either **Comprehensive** Coverage. You must provide **us** written proof of the rental charges for which **you** wish to be reimbursed.
- B. The length of time for which this coverage will apply will be limited to the lesser of:
1. The period of time reasonably required, as determined by **us**, to repair a **covered auto**; or
  2. Seventy-two (72) hours after **we** make an offer to pay the **actual cash value** of the **covered auto** in the event of a total loss.
- C. **We** will pay the lesser of the daily limit shown on the **Declarations Page** up to a maximum of thirty (30) days or the rental cost.
- D. Daily rental expenses shall not include the cost of:
1. Insurance related to the rental of the **auto**;
  2. Refueling the rental **auto**;
  3. Mileage fees;
  4. Navigation devices;
  5. **Collision** damage waiver; or
  6. Tolls.
- E. Rental Reimbursement Coverage applies only if the **covered auto** is withdrawn from use for more than twenty-four (24) hours.
- F. If **you** purchase Rental Reimbursement Coverage with a limit lower than that provided for in the Transportation Expenses Coverage provision in PART D and the loss involves the total theft of a **covered auto**, then the limits and provisions applicable to transportation expenses under Transportation Expenses Coverage will apply.
- G. Rental Reimbursement Coverage cannot be combined or stacked with the Transportation Expenses Coverage provided under PART D.

**CA RENTAL (04/25)**