



AssuranceAmerica

Underwritten by InsureMax Insurance Company

NEBRASKA PERSONAL CAR 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

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**NAMED DRIVER – NON-OWNED VEHICLE COVERAGE
NAMED DRIVER EXCLUSION
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Please read **your** Personal Car Policy. It is a binding legal contract between **you** and **us**. The **Application** and **Declarations Page**, and any endorsements issued by **us**, are part of the contract formed by this policy. This policy describes which vehicles and **persons** have coverage, and which vehicles and **persons** do not have coverage. It includes language that excludes, restricts and limits coverage. It also describes the duty to give **us** notice of an **accident** or **loss**, and to notify **us** about changes in vehicles or drivers in **your household**.

IMPORTANT: Coverage does not apply under this policy for any **person** who does not comply with all:

1. Notice requirements;
2. Duties; and
3. Policy terms.

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

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

INSURING AGREEMENT

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

If **you** make **your** initial payment by check or any method other than cash, coverage under this policy is conditioned upon that initial payment being honored when first presented for payment to **your** bank or financial institution.

DEFINITIONS

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

1. "**Accident**" means an unexpected and unintended event that causes **bodily injury, property damage** or **loss**, which arises out of the ownership, maintenance, or use of a motor vehicle designed for use on public roads.
2. "**Actual cash value**" means the fair market value of stolen or damaged property at the time and place of the **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 reduce its value.

3. "**Application**" means the form(s) provided by **us** to collect the information upon which **we** rely to decide to issue this policy and determine the proper premium to charge for the risk to be insured. This includes any supplemental application and coverage election, selection and rejection forms provided by **us**, and requests for additional information.
4. "**Auto business**" means motor vehicle **business** operations, including but not limited to:
 - a. Selling;
 - b. Leasing;
 - c. Transporting;
 - d. Delivering;
 - e. Repairing;
 - f. Servicing;
 - g. Road testing;
 - h. Cleaning;
 - i. Parking;
 - j. Storing;
 - k. Renting; or
 - l. Towing;any motor vehicles.
5. "**Bodily injury**" means physical bodily harm to a **person** and sickness, disease or death that result from it.
6. "**Business**" means:
 - a. A job, trade, profession, or occupation, whether full-time or part-time; and
 - b. Any employment or commercial activity of any kind.
7. "**Car**" means a motorized passenger type vehicle that is a sedan, passenger van, sport utility vehicle or pick-up truck, of a kind required to be registered under the **state** motor vehicle laws for use on the public roads, that has at least four but no more than 6 wheels and has a gross vehicle weight rating of 10,000 pounds or less (as determined by the manufacturer). "**Car**" does not include any:
 - a. Motorcycle, dirt bike or all-terrain vehicle (ATVs);
 - b. Golf cart;
 - c. Tractor;
 - d. Farm machinery;
 - e. Step-van or vans with cabs separate from the cargo area;
 - f. Vehicles operated on rails or crawler treads;
 - g. Recreational vehicle; or
 - h. Vehicle of any type while used:
 - (1) As a residence or premises; or
 - (2) For office, store or display purposes.
8. "**Declarations Page**" means the document from **us** with respect to this policy, listing:
 - a. The types of coverage **you** have elected;
 - b. The limit for each coverage;
 - c. The cost for each coverage;
 - d. The listed **cars** covered by this policy;
 - e. The coverage **you** bought for each **car**; and

- f. Other information that applies to this policy.
9. **"Delivery"** means to be engaged in the activity of transporting, delivering or picking up **persons**, property, products, materials or goods for compensation or a fee in the course of any **business**, including going to a pick-up and returning from a drop-off. **"Delivery"** includes but is not limited to delivery of magazines, newspapers, food, and any other products.
 10. **"Depreciation"** means a decrease in the value of property as occurs:
 - a. Over a period of time in the marketplace;
 - b. Due to wear and tear; and
 - c. Due to obsolescence.
 11. **"Driver's License"** means a valid and current certificate, permit or license issued by a **state** or governmental agency, authorizing a **person** to operate a motor vehicle.
 12. **"Failure to pay premium"** means nonpayment, when due, of any premium or other payment due. This includes the dishonor or rejection, or refusal to pay, by a financial institution of any noncash payment made to **us** or made for this policy.
 13. **"Household"** means the address where **you reside** that is shown on the **Declarations Page**.
 14. **"Insured car"** means:
 - a. Any **car** described on the **Declarations Page**.
 - b. Any **car you** acquire to replace a **car** described on the **Declarations Page**, subject to the following conditions:
 - (1) The existing coverages on the **car** replaced will apply to a replacement **car** as of the date it is acquired if **you** notify **us** within 30 days of the date it is acquired by **you**. Car Damage Coverage shall not apply to the replacement **car** if **we** do not get notice within those 30 days.
 - (2) A replacement **car** will not be provided more coverage than applied to the **car** it replaced until and unless **you** ask **us** to add coverage and **our** conditions are met. If **you** add coverage or increase limits, that added coverage or increased limit does not apply until after **you** have asked **us** to add the coverage or increase limits.
 - c. Any additional **car**, other than a replacement **car**, that **you** acquire during the policy period, but only if **we** insure all **cars owned** by **you** and **you** give **us** notice within 30 days of the date the **car** is acquired by **you**. No coverage will apply to an additional **car** if **you** do not notify **us** within 30 days of acquiring that **car**. No Car Damage Coverage shall apply to an additional **car** until after the time **you** give **us** notice **you** have acquired the **car**, unless it is a replacement **car** and those conditions have been met.
 15. **"Loss"** means direct and sudden loss of, or physical damage to, an **insured car** caused by an **accident**. This definition does not apply in Part V.
 16. **"Minimum limits"** means the minimum amount of liability insurance required for a **car** by the motor vehicle financial responsibility and/or insurance laws of the state in which **you reside**, as shown in **our** records.
 17. **"Named insured"** means the **person** or **persons** shown as the policyholder on the **Declarations Page**.
 18. **"Non-owned car"** means any **car**, other than an **insured car**, that is not **owned** by or furnished or available for regular or frequent use by **you**, any **resident of your household** or **your** non-resident spouse. **"Non-owned car"** does not include any **car** rented for more than 30 consecutive days.
 19. **"Occupying"** means to be in or upon a **car**, or engaged in the immediate act of getting in, on, out of or off.
 20. **"Owns"** and **"Owned"** means to:
 - a. Hold legal title to the **car**;
 - b. Have legal possession of the **car** subject to a written conditional sales agreement; or
 - c. Have legal possession of the **car** under a lease agreement of more than 30 days.
 21. **"Owner"** means the **person** or entity who:
 - a. Holds legal title to the **car**;
 - b. Has legal possession of the **car** subject to a written conditional sales agreement; or
 - c. Has legal possession of the **car** under a lease agreement of more than 30 days.
 22. **"Peer-to-peer vehicle sharing"** means the authorized use of a vehicle by an individual other than a **shared vehicle owner** through a **peer-to-peer vehicle sharing program**.
 23. **"Peer-to-peer vehicle sharing agreement"** means the terms and conditions applicable to a **shared vehicle owner** and a **shared vehicle driver** that govern the use of a **shared vehicle** through a **peer-to-peer vehicle sharing program**. It does not mean a rental agreement as defined in Nebraska Revised Statute section 44-4067.
 24. **"Peer-to-peer vehicle sharing program"** means a **business** platform that connects **shared vehicle owners** with **shared vehicle drivers** to enable the sharing of vehicles for financial consideration. It is not a **transportation network company** as defined in Nebraska Revised Statute section 75-323 or a rental car company as defined in Nebraska Revised Statute section 44-4067.
 25. **"Person"** means a natural, living human being and not a corporation, partnership, association or **business** name.
 26. **"Property damage"** means physical damage to, or destruction or loss of use of tangible property. This definition does not apply in Part III.
 27. **"Punitive damages"** means damages that may be imposed to:
 - a. Punish or deter wrongful, malicious or unlawful conduct;
 - b. Deter wrongful, malicious or unlawful conduct; or
 - c. Fine, penalize or impose a statutory penalty;
 other than damages intended to compensate for actual **bodily injury** or **property damage** incurred by a **person**. **"Punitive damages"** include, but are not limited to, damages referred to under any law as punitive damages, exemplary damages, treble damages or statutory multiple damages. **"Punitive damages"** also include all costs, attorney fees, other fees or interest awarded because of such damages.

28. **“Racing”** means:
 - a. Preparing or participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not; or
 - b. Operating a motor vehicle on a track or course designed or used for racing, high performance or high speed driving.
29. **“Regular operator”** is any **person** not listed on the **Declarations Page** who has or had care, custody or control of the **insured car** for more than twenty-four (24) hours at any time during the policy term as shown on the **Declarations Page**. The twenty-four (24) hours may be consecutive or cumulative.
30. **“Relative”** means:
 - a. A **person** who **resides** in **your household** and is related to **you** by blood, marriage or adoption;
 - b. **Your** ward or foster child who primarily **resides** with **you**.
If the **“named insured”** shown on the **Declarations Page** is not a **person**, no one will be a **relative**.
31. **“Reside”**, **“resides”** and **“residing”** mean to dwell permanently, as the **person’s** primary and legal domicile.
32. **“Resident”** and **“residents”** mean any **person** or **persons** who **reside** in the **household** of the **named insured**.
33. **“Shared vehicle”** means a motor vehicle that is available for use through a **peer-to-peer vehicle sharing program**. **Shared vehicle** does not include any motor vehicle used as or offered for use as a rental vehicle under Nebraska Revised Statute section 44-4067 or any commercial motor vehicle defined in Nebraska Revised Statute section 60-465.
34. **“Shared vehicle driver”** means an individual who has been authorized to drive a **shared vehicle** by a **shared vehicle owner** under a **peer-to-peer vehicle sharing agreement**.
35. **“Shared vehicle owner”** means the registered **owner**, or a person or entity designated by the registered **owner**, of a vehicle made available for sharing through a **peer-to-peer vehicle sharing program**.
36. **“State”** means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
37. **“Transportation network company”** (from now on referred to as **“TNC”** in this policy) means a corporation, a limited liability company, a partnership, a sole proprietor, or any other entity that provides prearranged transportation services for compensation using a **TNC application**. **Transportation network company** does not include Medicaid nonemergency medical transportation brokerage services provided pursuant to a contract with the Department of Health and Human Services.
38. **“TNC application”** means an on-line enabled application or platform used by a **TNC** to connect **TNC passengers** with **TNC drivers** who provide transportation services using a **TNC personal vehicle**.
39. **“TNC driver”** means any individual who uses a **TNC personal vehicle** in connection with a **TNC application** to connect with **TNC passengers**.
40. **“TNC passenger”** means a passenger in a **TNC personal vehicle** for whom a **TNC driver** provides transportation services and who is connected with a **TNC driver** by a **TNC application**.

41. **“TNC personal vehicle”** means a **car** that a **TNC driver owns**, leases, or is otherwise authorized to use to provide **TNC service**.
42. **“TNC prearranged ride”** means a ride in which a **TNC driver** is matched to a **TNC passenger** through a **TNC application** but does not include the on-demand summoning of a ride or street hail. A **TNC prearranged ride** does not include shared-expense carpool or vanpool arrangements.
43. **“TNC rider”** is an individual or persons who use a **TNC’s** digital network to connect with a **TNC driver** who provides **TNC prearranged rides** to the **TNC rider** in the **TNC personal vehicle** between points chosen by the **TNC rider**.
44. **“TNC service”** mean the time period from the moment a **TNC driver** logs on to, or signs in to, the **TNC application** until the **TNC driver** logs out of, or signs off of, the **TNC application**, whether or not the **TNC driver** has accepted any requests for **TNC prearranged rides**. This includes the time the **TNC driver** is on the way to pick up a **TNC rider**.
45. **“We”**, **“Us”** and **“Our”** mean the Company providing this insurance, as shown on the **Declarations Page**.
46. **“You”** and **“your”** mean the **“named insured”** shown on the **Declarations Page**, and spouse of that **named insured** if that spouse **resides** in the **household** of the **named insured** at the time of the **accident** or **loss**.

PART I - LIABILITY TO OTHERS

Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for coverage for Liability To Others, **we** will pay damages, other than **punitive damages**, for **bodily injury** or **property damage** for which any **insured person** becomes legally responsible because of a **car accident**. Damages include prejudgment interest awarded against the **insured person**.

We have the right to investigate, negotiate and settle any claim for damages covered by this coverage as **we** deem appropriate. **We** will settle or defend claims and lawsuits for damages covered under this Part I as **we** deem proper, with attorneys hired and paid for by **us**.

In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for damages under this coverage has been paid. **We** have no duty to defend any lawsuit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

Additional Definition for Part I Only

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

"Insured person" or "insured persons" means:

1. **You**, with respect to liability arising out of the ownership, maintenance or use of an **insured car**.
2. **You**, while driving or using, a **non-owned car** with permission of its **owner**.
3. Any other **person** using, or any organization responsible for the use of, an **insured car** with **your** express or implied permission.
4. Any other **person** listed as a driver on the **Declaration Page** while driving an **insured car**.
5. A **relative** listed as a driver on the **Declaration Page**, with respect to an **accident** while driving a **non-owned car** with permission of its **owner**.
6. Any Additional Interest shown on the **Declarations Page**, with respect to liability arising out of the use of the **insured car** by a **person** described above. Inclusion of an Additional Interest Insured shall not increase **our** limit of liability. Coverage for the Additional Interest insured is excess over any other valid insurance. Coverage for an Additional Interest insured is limited to the **insured car** for which the Additional Interest insured has been shown on the **Declarations Page**.

"Insured person" or "insured persons" does not include **you**, a **relative** or any other **person** as related to the ownership, maintenance or use of any motorized vehicle or device of any type that is:

1. **Owned** by or furnished or available for regular or frequent use by **you**, a **relative** or a **person** who **resides** with **you**; and
2. Not an **insured car** or a **non-owned car**.

Additional Payments

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

1. All expenses **we** incur in the settlement of any claim.
2. All expenses **we** incur in the defense of any lawsuit alleging claims against an **insured person** that may be covered by this policy.
3. Premiums on appeal bonds and attachment bonds required in any suit **we** defend. **We** have no duty to:
 - a. Pay the premium for any bonds that are more than **our** limit of liability;
 - b. Apply for or furnish bonds; or
 - c. Pay any premium for any appeal bond after **we** have tendered or offered the policy limit in payment of that portion of any judgment that falls within **our** limit of liability.
4. Up to \$100 for a bail bond needed due to an **accident** arising out of the use of an **insured car**. **We** have no duty to apply for or furnish bonds.
5. Other reasonable expenses, other than loss of earnings, incurred at **our** request.

Exclusions

Coverage for Liability to Others and **our** duty to defend do not apply to:

1. **Bodily injury** or **property damage** that arises out of the ownership, maintenance or use of a motor vehicle as a livery service or for **delivery**. This exclusion does not apply to shared-expense car pools.
2. **Bodily injury** or **property damage** caused by:
 - a. An intentional act by, or at the direction of, an **insured person**, even if the **bodily injury** or **property damage** that results is not of the type that was intended; or
 - b. A deliberate act by or at the direction of, an **insured person** and which any reasonable **person** would deem aimed and calculated to cause **bodily injury** or **property damage**.
3. **Bodily injury** or **property damage** caused by any **person** using an **insured car** without **your** express or implied permission.
4. Use of a **non-owned car** by an **insured person** without the **owner's** permission or if being used outside of the scope of the **owner's** permission.
5. **Bodily injury** or **property damage** that arises out of, or is due to:
 - a. The ownership or use of a **car** for transporting any explosive substance, toxic material, flammable substance, or similarly hazardous material;
 - b. Nuclear reaction or radiation;
 - c. A peril to which a nuclear energy liability insurance applies or is required by law to apply;
 - d. Radioactive, pathogenic, poisonous, biological, toxic, or hazardous contamination or materials; or
 - e. War (declared or undeclared) or warlike action of any kind.
6. **Bodily injury** to an employee, employer or co-worker of any **insured person** that occurs in the course of employment. Coverage does not apply to a domestic employee if benefits are payable or are required to be provided under any workers' compensation or other similar law.
7. **Bodily injury** or **property damage** that arises out of the ownership or use of an **insured car** when it is:
 - a. Rented, leased or provided to anyone in exchange for any form of value, compensation or reimbursement;
 - b. Entrusted to another **person** or entity for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
 - c. Sold to any **person** or entity other than **you** or a **relative**; or
 - d. Under a conditional sales agreement and is no longer in **your** possession.
8. **Bodily injury** or **property damage** that occurs:
 - a. During any period of **TNC services**; or
 - b. While an **insured car** is made available to others under a **peer-to-peer vehicle sharing program**; or
 - c. While a motor vehicle is being used to transport or carry persons or property for any compensation or suggested donation.
9. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car** by an **insured person**, while in the course or scope of employment.

10. **Bodily injury** or **property damage** arising out of the operation of any traction engine, road roller, grater, tractor crane, power shovel, well driller, or implement of animal husbandry.
11. Any liability assumed by an **insured person** under any contract or agreement.
12. **Bodily injury** or **property damage** caused by an **insured car** when it is driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**.
13. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of an **insured car** by any **person** who:
 - a. **Resides** in **your** household; or
 - b. Is a **regular operator** of the **insured car**; but is not listed or endorsed on the policy prior to the **accident**.
14. **Bodily injury** or **property damage** caused by an **insured person** operating an **insured car** or **non-owned car** while **racing**.
15. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car**, which is **owned** by **you** or furnished or available for regular or frequent use by **you** or any **insured persons**.
16. **Bodily injury** or **property damage** for which the United States Government is liable under the Federal Tort Claim Act.
17. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of any motor vehicle by any **person** while engaged in any **business** activities. This exclusion does not apply to **business** use of an **insured car** that has been declared to **us** and for which **you** have paid the additional business use premium for that use.
18. **Property damage** to property:
 - a. Rented to;
 - b. Used by;
 - c. Transported by;
 - d. Owned by; or
 - e. In the care of; the **insured person**.

This exclusion does not apply to **property damage** to a residence or private garage not owned by an **insured person**, **you** or a **relative**, that is rented by **you**.
19. **Bodily injury** or **property damage** that occurs while the **insured person** is committing a felony or attempting to elude law enforcement personnel. This does not apply to misdemeanor violations of the motor vehicle or traffic code.
20. **Punitive damages** of any kind.
21. **Bodily injury** or **property damage** resulting from the operation of any **car** by a specifically named excluded driver.

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

1. Not to apply to the portion of damages that is less than or equal to the **minimum limits**; and

2. Apply and be enforced as to all other damages.

Limits of Liability

Without regard to the number of:

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

we will pay no more than the limits of liability shown on the **Declarations Page** due to any one **accident**. There will be no stacking or combining of coverage afforded to more than one **car** or **insured person** under this policy.

The limit for "each person" is the most **we** will pay due to **bodily injury** sustained by a **person** in an **accident**, and only the limit for "each person" will apply to the total of claims made due to that **bodily injury**, including any and all claims:

1. Derived from such **bodily injury** including, but not limited to:
 - a. **Loss** of society;
 - b. **Loss** of companionship;
 - c. **Loss** of service or support;
 - d. **Loss** of consortium; and
 - e. Wrongful death; and
2. For mental anguish or emotional distress due to observing the **accident** or **bodily injury** occur.

Subject to the **bodily injury** limit for "each person", the limit for "each accident" is the most **we** will pay for **bodily injury** sustained by two or more **persons** in one **accident**.

The **property damage** liability limit for each occurrence is the most **we** will pay for any damage to property in one **accident**.

No one is entitled to duplicate payments under this coverage for the same element of loss or damages that has been paid by:

1. Any other coverage under this policy;
2. Workers' compensation or any similar insurance; or
3. Any other source.

The damages for **bodily injury** recoverable by a guest or passenger in an **insured car** shall be reduced by any payments made to that **person** under Medical Payments Coverage.

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

Any payment to a **person** under this liability coverage shall be reduced by any payments to that **person** under Uninsured Motorist Coverage and Underinsured Motorist Coverage.

Out of State Insurance

If an **accident** to which this Part I applies occurs in any state, territory or possession of the United States of America or any territory of Canada, other than the one in which an **insured car** is principally garaged, and the state, province, territory or possession has:

1. A financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident drives a **car** in that state, province, territory or possession, this policy will provide the greater of:
 - a. The required minimum amounts and types of coverage; or
 - b. The limits of liability under this policy.

Other Insurance

If there is other valid and collectible motor vehicle liability insurance, self-insurance or bond that applies to an **accident** involving an **insured car** covered by this Part I, **we** will pay the proportionate share **our** limit of liability bears to the total of all of those applicable liability limits.

If a **non-owned car** has other collectible vehicle liability insurance coverage, self-insurance or bond, then any insurance **we** provide will be excess over such other collectible liability insurance coverage, self-insurance or bond. If this policy and any other insurance, self-insurance or one or more bonds also apply to the **accident** on an excess basis, **we** will pay only **our** share of the damages in excess of the insurance, self-insurance and bonds that pay on other than an excess basis. **Our** share is the proportion **our** limit of liability bears to the total of the limits of all applicable insurance, self-insurance and bonds that pay on an excess basis.

Nothing in this Other Insurance clause implies or creates coverage that does not otherwise exist under this policy or which is limited by any other policy provisions.

Financial Responsibility Laws

When **we** certify this policy as proof of future financial responsibility, this policy will comply with the minimum financial responsibility laws, as amended, to the extent required for **bodily injury** and **property damage**. **You** must reimburse **us** for any payment **we** make which **we** would not have made under the terms of this policy except for it being certified.

PART II – MEDICAL PAYMENTS

Insuring Agreement

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

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

Additional Terms for Part II

Medical Payments Coverage is subject to the following:

1. Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**. If the **insured person** is sued for payment of any medical expense that **we** have refused to pay because:
 - a. The fee is unreasonable or exceeds the **usual and customary charge**;
or
 - b. The service is unnecessary;**we** will defend the **insured person** with an attorney of **our** choice. **We** will pay defense costs and any judgment against the **insured person** up to **our** limit of liability. However, **we** have no duty to defend the insured if **we** deny an expense charged because it was not caused by a covered **accident**.
2. **We** will pay only for expenses incurred within 3 years from the date of the **accident**.
3. **We** have the right to review medical expenses and records to determine if each expense is reasonable and necessary for the diagnosis and treatment of the **bodily injury**.
4. **We** may refuse to pay for any portion of a medical expense:
 - a. That is unreasonable because the fee for the service is greater than the fee that is the **usual and customary charge**.
 - b. When the service(s) rendered is:
 - (1) Not provided and prescribed by a state licensed medical or health care provider acting within the scope of that license;
 - (2) Unnecessary for the treatment of the **bodily injury**; or
 - (3) For the treatment of a **bodily injury** that was not caused by the **accident**.
5. **We** may use sources of information selected by **us** to determine if any medical expense is:
 - a. Reasonable and necessary;
 - b. Caused by the **accident**; and
 - c. Greater than the **usual and customary charge**.These sources may include:
 - a. Exams by doctors **we** select. **We** will pay for these exams;
 - b. Review of medical records and test results by **persons** and services selected by **us**;

- c. Computerized programs for analysis of medical treatment and expenses; and
- d. Published sources of medical expense information.

Additional Definitions for Part II Only

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

1. "**Insured person**" means:
 - a. **You**.
 - b. Any **relative**.
 - c. Any **person** listed as a driver on the **Declarations Page**.
 - d. Any other **person occupying an insured car** while the **car** is being driven by **you** or any other **person** with **your** permission.
2. "**Usual and customary charge**" means the amount **we** determine represents a customary charge for medical services in the geographic area in which the service is rendered. **We** shall determine the **usual and customary charge** through the use of independent sources of **our** choice.

Exclusions

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

1. While **occupying an insured car** when used as a livery service or for **delivery**.
2. While **occupying** any motor vehicle while used as a residence.
3. While **occupying** a vehicle other than a **car** while the vehicle is being used in the **business** or occupation of an **insured person**.
4. During the course of employment if benefits are payable or must be provided under a Workers' Compensation Law or similar law.
5. Arising out of an **accident** involving any motor vehicle while being used by a **person** while employed or engaged in any **auto business**. This exclusion does not apply to **you** or a **relative** using an **insured car**.
6. Caused by:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion;
 - e. Revolution;
 - f. Nuclear reaction, radiation, or radioactive contamination;
 - g. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials; or
 - h. Any consequence of any of these.
7. While **you** or anyone driving with **your** permission is using an **insured car** while committing a crime or fleeing any law enforcement personnel.

8. While an **insured car** is being driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**.
9. While an **insured car** is used for **rac**ing.
10. For whom the United States Government or its military services are required (directly or indirectly) to provide similar services or benefits.
11. While an **insured car** is:
 - a. Rented, leased or provided to anyone in exchange for any form of value, compensation or reimbursement;
 - b. Entrusted to another **person** or entity for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
 - c. Sold to any **person** or entity other than **you** or a **relative**; or
 - d. Under a conditional sales agreement and is no longer in **your** possession.
12. That occurs:
 - a. During any period of **TNC services**; or
 - b. While an **insured car** is made available to others under a **peer-to-peer vehicle sharing program**; or
 - c. While a motor vehicle is being used to transport or carry persons or property for any compensation or suggested donation.
13. Resulting from the ownership, maintenance, or use of any **insured car** by a **person** while engaged in any **business** activities. This exclusion applies to any use of a vehicle for any **business**, including but not limited to livery or **delivery** services. This exclusion does not apply to:
 - a. **Business** use of an **insured car** has been declared to **us** and an additional business use premium has been paid; or
 - b. Use of an **insured car** by **you** or a **relative** in an **auto business**.

Limits of Liability

Without regard to the number of:

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

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

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

Any payment **we** make under this coverage to an **insured person** shall be excess insurance over benefits paid or payable under the provisions of any disability benefits or similar law.

No payment will be made under this coverage unless the **insured person** or his legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that the **insured person** receives under any Liability to Others Coverage or Uninsured/Underinsured Motorist Coverage provided by this policy.

No one is entitled to duplicate payments under this coverage for the same element of damages that has been paid by:

1. Any other coverage under this policy;
2. Workers' compensation or any similar insurance; or
3. Any other source.

Other Insurance

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

Assignment of Benefits

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

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

PART III – UNINSURED/UNDERINSURED MOTORISTS

Insuring Agreement – Uninsured Motorist Coverage

Subject to the limits of liability, if **you** paid the premium for **Uninsured Bodily Injury Coverage**, **we** will pay compensatory damages an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** due to **bodily injury**:

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

The **owner's** or operator's liability must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

Insuring Agreement – Underinsured Motorist Coverage

Subject to the limits of liability, if **you** paid the premium for **Underinsured Bodily Injury Coverage**, **we** will pay compensatory damages an **insured person** is legally entitled to recover from the **owner** or operator of an **underinsured motor vehicle** due to **bodily injury**:

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

The **owner's** or operator's liability must arise out of the ownership, maintenance or use of the **underinsured motor vehicle**.

Additional Terms for Part III Only

An **insured person** must notify **us** in writing by certified or registered U.S. mail before entering into any settlement with the **owner** or operator of an **underinsured motor vehicle** or that **person's** liability insurer. Such notice shall include written documentation of lost wages, medical bills, and written authorization to obtain reports from all employers and medical providers. In order to preserve **our** right of subrogation, **we** may elect to pay, within 30 days of such notice, any sum offered in settlement by, or on behalf of, the **owner** or operator of an **underinsured motor vehicle**, or that **person's** liability insurer. If **we** do this, **we** will be subrogated to the **insured person's** right of recovery, to the extent of **our** payment.

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

Except as provided above, an **insured person** shall not settle with or obtain any judgment against the **owner** or operator of an **underinsured motor vehicle** or that **person's** liability insurer without **our** written consent if the settlement or judgment adversely affects any of **our** rights.

Additional Definitions for Part III Only

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

1. "**Insured person**" means:
 - a. **You**, a **relative**, or a rated **resident**;
 - b. Any **person** while operating or using an **insured car** with the permission of **you**, a **relative**, or a rated **resident**;
 - c. Any **person occupying**, but not operating, an **insured car**; and
 - d. Any **person** for damages that **person** is entitled to recover because of **bodily injury** to which this coverage applies sustained by a **person** described in a., b., or c. above in this definition.

“**Insured person**” does not mean and does not include **you**, a **relative**, a **resident** or any other **person** as related to the ownership, maintenance or use of any motorized vehicle or device of any type that is:

- a. **Owned** by or furnished or available for the regular or frequent use by **you**, a **relative**, or **resident**; and
 - b. Not an **insured car** or a **non-owned car**.
2. “**Motor vehicle**” means a self-propelled land motor vehicle designed for use on public roads and highways, and subject to motor vehicle registration laws.
3. “**Underinsured motor vehicle**” means a **motor vehicle** or trailer of any type to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but the sum of the limits of liability for **bodily injury** under all applicable policies or bonds:
- a. Is less than the damages for **bodily injury** sustained by the **insured person**; or
 - b. Has been reduced by payments to others injured in the **accident**, other than the **insured person**, to an amount that is less than the damages for **bodily injury** sustained by the **insured person**.

“**Underinsured motor vehicle**” does not include any vehicle or device, or its equipment that is:

- a. **Owned** by **you**, a **relative**, or a **resident** or furnished or available for the regular use of **you**, a **relative**, or a **resident**;
 - b. Operated on rails or crawler treads;
 - c. Designed for **use** mainly off public roads, while not on public roads;
 - d. Located for use as a residence or premises;
 - e. **Owned** by any government, political subdivision, or agency thereof;
 - f. Insured under Part I of this policy; or
 - g. An **uninsured motor vehicle**.
4. “**Uninsured motor vehicle**” means a **motor vehicle** or trailer of any type:
- a. To which no **bodily injury** liability bond or policy applies at the time of the **accident**.
 - b. To which a **bodily injury** liability or bond applies at the time of the **accident**, but the bonding or insuring company:
 - (1) denies coverage; or
 - (2) is or becomes insolvent within four years of the **accident**.
 - c. That is a hit-and-run vehicle whose **owner** or operator cannot be identified and has actual physical contact with:
 - (1) **You**, a **relative**, or a rated **resident**; or
 - (2) A vehicle **you**, a **relative**, or a rated **resident** are **occupying**.
 - d. Whose operator or **owner** cannot be identified and that causes an **accident** resulting in **bodily injury** to an **insured person** without physical contact between the **motor vehicle** and the **insured person**, or a vehicle occupied by the **insured person**, provided that:
 - (1) The **insured person**, or someone on his or her behalf, reports the **accident** to the police or civil authority, as required by law; and

- (2) Competent evidence provided by an independent and disinterested witness corroborates that the **bodily injury** was proximately caused by the unidentified operator of the **motor vehicle**. The **named insured** under this policy, any **insured person** seeking payment under this Part III, or any other **person occupying the insured car**, shall not be considered to be an independent and disinterested witness.

“**Uninsured motor vehicle**” does not include any vehicle or device, or its equipment that is:

- a. **Owned** by **you**, a **relative**, or a **resident** or furnished or available for the regular use of **you**, a **relative**, or a **resident**;
- b. Operated on rails or crawler treads;
- c. Designed for **use** mainly off public roads, while not on public roads;
- d. Located for use as a residence or premises;
- e. **Owned** or operated by a self-insured under any applicable motor vehicle law, except a self-insured that is or becomes insolvent;
- f. **Owned** by any government, political subdivision, or agency thereof;
- g. Insured under Part I of this policy; or
- h. An **underinsured motor vehicle**.

Exclusions

Coverage under this Part III will not apply:

1. To **bodily injury** sustained by any **person** while using or **occupying**:
 - a. An **insured car** while it is being used for public or livery conveyance services. This exclusion does not apply to a share the expense car pool; or
 - b. A **motor vehicle** that is **owned** by **you** or a **relative** and which is not an **insured car** under this policy.
2. To **bodily injury** sustained by **you**, a **relative**, or a rated **resident** while using any vehicle, other than an **insured car**, without the permission of the **owner** or the **person** in lawful possession of the vehicle.
3. To **bodily injury** sustained by any **person** through being struck by a **motor vehicle** that is **owned** by **you** or a **relative**.
4. To **bodily injury** sustained by any **insured person** if the applicable statute of limitations has expired on that **insured person’s** claim against the **person** who is legally responsible for the **accident**.
5. To any **punitive damages**.
6. To **bodily injury** that occurs during any period of **TNC services**.
7. To **bodily injury** that occurs while an **insured car** is made available to others under a **peer-to-peer vehicle sharing program**.
8. To directly or indirectly benefit any insurer or self-insurer under any of the following or similar law:
 - a. Workers’ compensation law; or
 - b. Disability benefits law.

Uninsured Motorist Coverage under this Part III will not apply to **bodily injury** sustained by any **person** if that **person** of the legal representative of that person settles without **our** written consent or obtains a judgment without **our** written consent, if such settlement or judgment adversely affects any of **our** rights.

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

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

Limits of Liability

Without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued by **us** or any other insurer(s);
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

we will pay no more than the limit of liability shown for this coverage on the **Declarations Page**. There will be no stacking or combining of coverage:

1. Afforded to more than one **car** under this policy; or
2. Because both an **uninsured motor vehicle** and **underinsured motor vehicle** are involved in an **accident**.

The amount shown on the **Declarations Page** for “each person” is the most **we** will pay for all damages due to a **bodily injury** to one person in any one **accident**, and only the limit for “each person” will apply to the total of claims made for **bodily injury** and any and all claims:

1. Derived from such **bodily injury** including, but not limited to:
 - a. **Loss** of society;
 - b. **Loss** of companionship;
 - c. **Loss** of service or support;
 - d. **Loss** of consortium; and
 - e. Wrongful death.
2. For mental anguish or emotional distress due to seeing the **accident** or **bodily injury** occur, unless these are damages incurred by an **insured person** who has also sustained a **bodily injury** in the same **accident**.

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

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

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

Any applicable uninsured or underinsured motorist coverage in this policy shall be excess over, and shall not pay again, any medical expenses already paid under Part II of this policy.

When necessary to prevent duplication of benefits or double recovery, the total damages an **insured person** is entitled to recover from the **owner** or operator of the **uninsured motor vehicle** or **underinsured motor vehicle** shall be reduced by any and all amounts paid or to be paid:

1. By or on behalf of any **persons** or organizations that may be legally responsible, including, but not limited to all sums paid under Part I of this policy;
2. Under Part II;
3. Under any workers’ compensation law, disability benefits law, or similar laws; and
4. From any source of recovery, including any other insurance policy.

Other Insurance

If there is other applicable uninsured or underinsured motorist coverage:

1. The total amount that may be recovered as damages for **bodily injury** arising out of any one **accident** shall not exceed the highest limit of uninsured or underinsured motorist coverage available under any one policy; and
2. The following order of priority shall apply to the recovery of uninsured and underinsured motorist coverage benefits:
 - First: a policy covering the motor vehicle occupied by the **insured person** at the time of the **accident**;
 - Second: a policy covering the motor vehicle which causes **bodily injury** to the **insured person** while a pedestrian; then
 - Third: all other policies available to the **insured person**.

If there is other applicable uninsured or underinsured motorist coverage of the same level of priority as this policy, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage with the same level of priority as this policy. However, any insurance **we** provide with respect to a vehicle that is not an **insured car** will be excess over any other uninsured or underinsured motorist coverage.

Arbitration

Arbitration is not available for coverage disputes.

If agreement cannot be reached between the **insured person** and **us** on:

1. Whether that **insured person** is legally entitled to recover damages; and
2. The amount of damages which are recoverable by that **insured person**; from the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle**, then the dispute may be arbitrated if both parties (being the **insured** person and us) agree.

If **we** and the **insured person** agree to arbitrate, a qualified and impartial arbitrator shall be selected by the parties. If the parties cannot agree on an arbitrator within 30 days, either may request that a judge of a court with proper jurisdiction select such arbitrator.

Unless otherwise agreed by both parties:

1. Arbitration will take place in the county in which the **insured person resides**; and
2. Local rules of law as to procedure and evidence will apply. Disputes as to procedure and evidence shall be subject to the authority of the arbitrator.

The arbitrator has no authority to:

1. Decide issues of coverage; or
2. Award any amount:
 - a. In excess of the limit of liability;
 - b. As **punitive damages**; or
 - c. As fees, costs or interest.

The arbitrator's decision will be binding on:

1. Whether the **insured person** is legally entitled to recover damages; and
2. The amount of damages if the amount does not exceed the **minimum limits**. If the arbitrator's award exceeds the **minimum limits**, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will then be binding.

Each party will pay the expenses it incurs and share in paying the agreed expenses of the arbitration and arbitrator equally.

PART IV - CAR DAMAGE COVERAGE

Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for coverage under Part IV, **we** will pay for a **loss** described below to an **insured car** for which coverage has been purchased. **We** will pay for **loss** to an **insured car** caused by:

1. A comprehensive **loss**, other than collision, only if the **Declarations Page** shows that Comprehensive coverage applies for that **insured car**.
2. Collision, only if the **Declarations Page** shows that Collision Damage applies for that **insured car**.

Loss caused by:

1. Missiles;
2. Falling objects;
3. Fire;
4. Theft;
5. Malicious mischief or vandalism;
6. Riot or civil commotion;
7. Explosion;
8. Earthquake;
9. Windstorm, hail, water or flood; or
10. Accidental glass breakage;

are comprehensive losses to be paid under Comprehensive coverage. **Loss** due to the hitting or being hit by an animal or bird will also be paid under Comprehensive coverage, but only if there is proof that the **car** damage directly resulted from contact with that animal or bird. A comprehensive **loss** shall not include any **loss** covered as a collision.

Loss caused by an **insured car**:

1. Overturning; or
 2. Colliding with or being hit by another object;
- are collision losses to be paid under Collision Coverage. A collision **loss** shall not include any **loss** covered as a comprehensive **loss**.

Towing and Labor Coverage

If **you** paid the premium for Towing and Labor Coverage and it is shown on the **Declarations Page**, **we** will pay up to the limits shown on the **Declarations Page** for towing and labor costs incurred each time an **insured car** for which **you** bought this coverage is disabled. This includes the costs associated with emergency flat tire change, tire repair, battery jump, battery repair, fuel delivery (but not the fuel) and locksmith services each time an **insured car** is disabled, subject to the limits shown on the **Declarations Page** for that **insured car**. Covered labor must be performed at the time and place of disablement and does not include routine maintenance of the **insured car**. The maximum amount **we** will pay for any single disablement will be the amount shown on the **Declarations Page** for this coverage for that **insured car**. **You** must provide

us with a verifiable receipt of the towing or labor charges incurred. This coverage does not apply to towing from entrapment in snow, mud, water or sand, more than 100 feet from a public road or highway.

Loss of Use (Rental) Coverage

If **you** paid the premium for Loss of Use Coverage and it is shown on the **Declarations Page**, when an **insured car** for which **you** bought this coverage sustains **loss** due to a collision, **we** will reimburse **you** for necessary **car** rental charges **you** incur from a licensed rental car agency, while that **insured car** is inoperable due to that **loss**. **We** will pay no more than the limit shown on the **Declarations Page**.

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

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

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

Additional Definition

When shown in Part IV in **bold** print "**special/additional equipment**" means any of the following, except when factory installed by the original manufacturer of an **insured car** or by the manufacturer's dealer as a manufacturer's new car option or equipment on an **insured car**:

1. Parts, accessories, ground effects and any other equipment or enhancement;
2. Any modified suspension equipment, modified engines, modified carburetor systems, modified equipment, or custom wheels, including, but not limited to:
 - a. Aluminum, magnesium, chrome or alloy wheels;
 - b. Special wide-tread tires or slicks;
3. Custom paint, murals, decals or graphics; special carpeting or furnishings; sunroofs, moon roofs, t-bar or height extending roofs; bubble domes or similar windows; refrigeration or cooking equipment and any equipment used for sleeping;
4. Electronic video, audio, digital or data transmitting, receiving, recording and playback device, including but not limited to:
 - a. Communication and audio devices, including citizen band radios, two way mobile radios, televisions, VCR, mobile cellular and other telephones, blue tooth devices, scanning monitor receivers, audio devices that record and/or play sound, including: radios; satellite radios; stereos; cassette tape decks; compact disk systems; MP3 devices; internet audio streaming

- b. devices; audio interface devices; radio scanners; and similar devices for reproducing sound;
- b. GPS and other navigation systems;
- c. Personal computers and internet access systems;
- d. Video devices, including DVD devices, VCR's; monitors; cameras and televisions; and
- e. Any accessories, cables, connectors or antennas used with any of these types of equipment.

Exclusions

Coverage does not apply to **loss**:

1. To an **insured car** while used for livery or **delivery** services. This exclusion does not apply to shared expense car pools.
2. Caused by:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion;
 - e. Revolution;
 - f. Nuclear reaction, radiation, or radioactive contamination;
 - g. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials; or
 - h. Any consequence of any of the items listed above.
3. To any **special/additional equipment**. However, if **you** have paid the premium for Special/Additional Equipment Coverage and it is shown on the **Declarations Page**, this exclusion shall not apply to the **special/additional equipment** listed on the schedule of **special/additional equipment** in **our** records. If **you** change the **special/additional equipment** on an **insured car**, **you** must notify **us** to change **your** listed equipment before any added **special/additional equipment** will be covered.
4. To any camper body or trailer.
5. That occurs to any vehicle while it is located for use as a residence or premises.
6. That results from off-road recreational use of a vehicle.
7. Resulting from:
 - a. Prior **loss** or damage;
 - b. Manufacturer's defects; or
 - c. Any of the following:
 - (1) Wear and tear;
 - (2) Freezing;
 - (3) Mechanical or electrical breakdown or failure;
 - (4) Road damage to tires; or
 - (5) Mold, mildew, fungi or any by-product of these;unless the damage is the result of other **loss** covered by this policy.

8. To any personal property, including but not limited to wearing apparel, any personal property, tools or nonstandard equipment and racks which is permanently or temporarily attached to an **insured car** at the time of the **loss**.
9. That occurs while **you**, or anyone driving with **your** permission, is using an **insured car**:
 - a. In an illegal trade or transportation;
 - b. While committing a crime (other than a violation of a traffic law or similar law governing the ownership or operation of a vehicle); or
 - c. While fleeing any law enforcement personnel.
10. Arising out of or due to the use of an **insured car** for transportation of any explosive substance, flammable liquid or similarly hazardous material, except transportation, incidental to ordinary residential or farm activities. This shall not apply to the fluids necessary for the operation of the vehicle.
11. That occurs while an **insured car** is **racin**g.
12. That occurs while an **insured car** is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described on this policy.
13. Due to theft or conversion by **you**, or a **relative**. However, this does not apply to the interest of a **named insured** or the spouse of the **named insured** who **resides** in the same **household** as the **named insured** if that **person** did not consent to, direct, contribute to, or participate in the theft or conversion.
14. To an **insured car** caused intentionally by or at the direction of any **person** listed on the **Declarations Page**. This exclusion will not apply to the interest of **named insured** or the spouse of the **named insured** who **resides** in the same **household** as the **named insured** only if:
 - a. The state law expressly protects that interest;
 - b. That **person** has not:
 - (1) Participated in;
 - (2) Contributed to;
 - (3) Directed; or
 - (4) Consented to;
 the intentional act causing the **loss**;
 - c. A complaint has been filed with law enforcement and sign by the innocent spouse to make an arrest of the other spouse for violation of a family violence or similar law; and
 - d. That **person** cooperates in any investigation relating to the **loss**.
15. That occurs while an **insured car** is driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**.
16. To an **insured car** when it is driven, operated, or used by any person who:
 - a. **Resides** in **your** household; or
 - b. Is a **regular operator** of the **insured car**; but is not listed or endorsed on the policy prior to the **loss**.
17. That occurs while an **insured car** is rented to, leased to, or loaned to any **person** or organization in return for compensation, payment or benefit of any kind in exchange for, or resulting from, the use of the **insured car**.
18. That occurs while under the care or control of a **business** or **person**, other than a **person** listed as an insured driver under this policy, in exchange for payment, compensation or payment in kind in exchange for, or resulting from, the use of an **insured car**.
19. That occurs:
 - a. During any period of **TNC services**; or
 - b. While an **insured car** is made available to others under a **peer-to-peer vehicle sharing program**; or
 - c. While a motor vehicle is being used to transport or carry persons or property for any compensation or suggested donation.
20. Due to the legal seizure or destruction of an **insured car** by any government or civil authority for any reason.
21. Due to the repossession of the **insured car** by a **person** or entity legally entitled to do so.
22. Resulting from the ownership, maintenance, or use of an **insured car** while a **person** is engaged in any **business** other than **auto business** activities. This exclusion includes use of a vehicle for livery and **delivery** services. This exclusion does not apply if **business** use of an **insured car** has been declared to **us** and an additional business use premium has been paid.
23. To an **insured car** due to diminution of value or any loss or reduction in market or resale value.
24. That occurs while the operator of the **car** is texting, keying or typing on any portable electronic device, including but not limited to mobile phones and computers.
25. To any vehicle other than an **insured car** for which the premium has been paid for the coverage being sought under this Part.
26. To any vehicle involved in a single vehicle **accident** when a police report has not been made within twenty-four (24) hours of the **accident**.

Limits of Liability

1. **Our** Limit of Liability for **loss** shall not exceed the lowest of:
 - a. The **Actual Cash Value** of the stolen or damaged property at the time of **loss**, reduced by the deductible shown on the **Declarations Page**;
 - b. The amount necessary to repair the property to its pre-**loss** physical condition, reduced by the deductible shown on the **Declarations Page**;
 - c. The amount necessary to replace the property with property of like kind and quality, reduced by the deductible shown on the **Declarations Page**; or
 - d. Any Stated Amount Limit of Liability shown on the **Declarations Page**, including but not limited to any value listed for **special/additional equipment**.
2. If **you** or the **owner** of the **insured car** keep the salvage, the amount **we** pay will be reduced by the salvage value.
3. If **loss** is sustained by more than one **insured car** in the same collision, the terms of this policy shall apply separately to each **insured car**, including any applicable deductibles.

4. The amount **we** will pay under this Part will be adjusted and reduced for **depreciation**, physical condition and betterment as applicable. **We** do not pay for the amount of any betterment. **You** are responsible to pay for any betterment.
5. The amount **we** will pay to repair an **insured car** or replace parts will be based on the cost of parts which may be new, used, reconditioned, remanufactured or refurbished parts, that are original and/or non-original manufacturer parts or equipment.
6. There shall be no duplicate recovery for the same elements of **loss** under this coverage and any other coverage under this policy or any other source.
7. Each item of **special/additional equipment** shall be subject to the deductible shown on the **Declarations Page** for **special/additional equipment**. No other deductible shall apply to **special/additional equipment**.

No Benefit to Bailee

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

Appraisal

If **you** and **we** fail to agree on the amount of **loss**, either may request an appraisal of the **loss**. If both parties agree to appraisal, each will appoint a competent and disinterested appraiser. The appraisers will select a third appraiser to decide any differences. Each appraiser will state separately the **Actual Cash Value** and the amount of **loss**. The award in writing by any two appraisers will be binding and will determine the amount payable. Each party will pay the expenses of its chosen appraiser. The expenses and the cost of the third appraiser will be shared equally.

We do not waive any of **our** rights under this policy by agreeing to an appraisal of the amount of **loss**. Coverage issues or disputes under this policy may not be determined by the appraisers.

Payment of loss

At **our** option, **we** will pay the **loss** in money, or repair or replace the damaged or stolen property. With **your** consent, payment for repairs may be made directly to a repair shop if damage is repaired.

We may, at any time before the **loss** is paid or the property is replaced by **us**, return, at **our** expense any stolen property either to **you** or to the address shown in **our** records with payment for the resulting damage. **We** may keep all or part of the property at the agreed or appraised value, but there shall be no abandonment to **us**. **We** have no duty to preserve salvage.

We may make payment for a **loss** to **you** or the **owner** of the **car**. No payment is due under Part IV:

1. Until **you** have fully complied with all of the conditions and duties stated in this policy; and
2. Unless **you** have an insurable interest in the **insured car**. The failure to satisfy all legal requirements to transfer legal title of an **insured car** to **you** will not prevent **you**, as a good faith purchaser of that **insured car**, of having an insurable interest in that **insured car**.

Under no circumstances will a payment be made under the policy until evidence of satisfactory repairs is presented to **us**. At that time, **we** will have the right, at **our** option, to inspect the repairs prior to **our** making any payment for the **loss**.

Timeliness of Repairs

If there is a **loss**, **you** must begin repairs on an **insured car** within ninety (90) days from the date of **loss**. **We** will not be responsible for any **loss** or portion thereof which is caused by **your** delay in commencing such repairs.

Car Storage

We will pay up to a reasonable and customary daily rate for the cost of storage of an **insured car** in the event of a **loss** to the **insured car** for which coverage is provided under this Part. **We** will pay no more than \$400 total for the cost of storage of the **insured car** under this Part.

Loss Payee & Lienholder's Rights

If a loss payee or lienholder is shown on the **Declarations Page** with respect to an **insured car**, any amount paid under this Part IV for **loss** to that **car** will be paid according to **your** interest and that of the loss payee or lienholder. **We** may make separate payments according to those interests. However, with **your** consent, payment may be made directly to a repair shop when the **loss** is being repaired.

We will be subrogated to the loss payee or lienholder's rights of recovery to the extent of **our** payment.

Where a claim is denied for non-cooperation or breach of the **Insured's** duties owed to **us**, the Loss Payee or lienholder's interest will not be protected. Where fraud, misrepresentation, material omission, intentional damage, or conversion, secretion and/or embezzlement of a **car** has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected. **We** have no duty to make any payment to a lienholder or Loss Payee unless the **loss** is payable to **you** and all policy terms and conditions have been met.

We reserve the right to cancel the policy as permitted by policy terms. Cancellation shall terminate this agreement as to the Loss Payee's interest.

Other Insurance

If there is other applicable insurance or source of recovery for **loss** to an **insured car**, **we** will pay the proportionate share **our** limit of liability bears to the total of all available sources. The deductible of this policy will be taken in a proportionate share based on the deductibles of each policy.

Other sources of recovery include, but are not limited to any:

1. Coverage provided by the **car owner**;
2. Other physical damage insurance available; and
3. Other source of recovery that applies to the loss.

PART V - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

Insuring Agreement

If **you** have paid the premium for Accidental Death and Dismemberment Coverage and it is shown on the **Declarations Page**, **we** will pay the benefits described under the Limits of Liability in this Part V with respect to **bodily injury** sustained by the **named insured** as the result of a Covered Event specified in this Part V.

Limits of Liability

If a **named insured** sustains death, dismemberment or loss of life, as described below, independent of other causes, that is the result of a Covered Event in an **accident**, **we** will pay the stated benefit to the **named insured**, subject to the aggregate limit of liability shown on the **Declarations Page**.

DEATH, DISMEMBERMENT OR LOSS OF SIGHT: If within 90 days from the date of an **accident** arising out of a Covered Event, **bodily injury** sustained by the **named insured** in that **accident** causes death, dismemberment or loss of sight, **we** will pay, as follows, but no more than the Limit of Liability shown on the **Declarations Page** for all **bodily injury**:

1. For accidental loss of life of the **named insured** **we** will pay the limit shown on the **Declarations Page**.
2. For loss of both Hands or both Feet, **we** will pay the limit shown on the **Declarations Page**.
3. For loss of sight in both eyes **we** will pay the limit shown on the **Declarations Page**.
4. For loss of one hand and one foot **we** will pay the limit shown on the **Declarations Page**.

5. For loss of either Hand or Foot **we** will pay one-half of the limit shown on the **Declarations Page**.
6. For loss of sight in one eye **we** will pay one-half of the limit shown on the **Declarations Page**.
7. For loss of a thumb and index finger of same Hand of the **named insured** **we** will pay one-half of the limit shown on the **Declarations Page**.

The word "loss", as used in this Part V, means:

1. With regard to hand or foot, complete severance through or above the wrist or ankle joint.
2. With regard to sight of eyes, entire and irrecoverable loss of sight.
3. With regard to thumb and index finger, complete severance through or above metacarpophalangeal joint.

The limit of liability shown for this coverage on the **Declarations Page** is the aggregate limit for all claims under this Part V, and is most **we** will pay under this coverage with respect to a **named insured**, without regard to the number of:

1. **Bodily injuries** sustained by the **named insured**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made; or
6. Vehicles involved.

There will be no stacking or combining of coverage afforded to more than one **car** under this policy.

COVERED EVENTS:

1. While the **named insured** is riding solely as a passenger in or on, boarding or alighting from any public conveyance, including air, licensed to carry passengers for hire; or
2. When the **named insured** sustains injuries caused by unavoidable exposure to the elements following the forced landing, stranding, sinking or wrecking of such means of transportation described above in which the **person** insured has been riding solely as a passenger; or
3. While the **named insured** is driving or riding in or on; boarding or alighting from, a four-wheel private passenger automobile.

Seat Belt Coverage

The Principal Sum benefits for Accidental Death under this policy will be increased by an additional 20% of the benefit amount if death results while the **named insured** is a passenger or driver of a four-wheel private passenger automobile and the **named insured's** seat belt is properly fastened about their body.

Exclusions

This coverage does not cover any **loss**, death or **bodily injury** incurred for, or resulting from, any of the following:

1. Suicide or attempted suicide.
2. Intentional self-infliction of injury or attempted self-inflicted of injury.
3. Self-destruction or attempted self-destruction.
4. Infections except phylogenic infections caused wholly by a covered **bodily injury**.
5. War or any warlike action.
6. **Accident** occurring while serving as an active member of any military unit, including but not limited to coast guard, national guard, army, naval or air service of any country.
7. **Accident** occurring while operating, or learning to operate, or performing duties as a member of the crew of any aircraft.
8. Sickness or disease of any kind.
9. **Bodily injury** or loss occurring while the **named insured** is intoxicated or under the influence of any narcotic, unless consumed or ingested pursuant to directions from a licensed physician, in the course of treatment, without any warning from the physician or a licensed pharmacist against operating any motorized vehicle while under the influence of the narcotic.
10. While **rac**ing.
11. While operating a motor vehicle use of a motor vehicle as a livery service or for **del**ivery.
12. **Bodily injury** or **loss** that occurs:
 - a. During any period of **TNC services**; or
 - b. While a motor vehicle is being used to transport or carry persons or property for any compensation or suggested donation.
13. As a result of a hernia of any kind.
14. As a consequence of diabetes.
15. **Bodily injury** caused or contributed to, because the **named insured** committed, participated in or attempted to commit:
 - a. A felony; or
 - b. An act of violence, civil disobedience, civil disorder, riot or insurrection.

Additional Terms for Part V

1. NOTICE OF CLAIM: Written notice of claim must be given to **us** within 20 days after any **bodily injury** covered by this Part V, or as soon thereafter as is reasonably possible.
2. PROOF OF LOSS: Written proof of **loss** must be furnished to **us** within 90 days after the date of a covered event. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible.
3. PAYMENT OF CLAIMS: Payment for loss of life will be payable in accord with any beneficiary designation made to **us**, or if none, then to the estate of the **named insured**. Payment of **our** limit of liability to the legal

representative of the estate shall be deemed discharge of **our** duties under this Part V.

4. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right for physical examination or autopsy of the **named insured** who is making a claim under this Part V by a licensed medical practitioner or pathologist when, and as often as **we** reasonably require, unless barred by law.

PART VI - GENERAL PROVISIONS

Policy Period & Territory

This policy applies only to **accidents** and **losses** that occur:

1. During the policy period as shown in the **Declarations Page** unless the policy is cancelled, in which case all coverage ends on the effective date of the cancellation; and
2. Within the policy territory. The policy territory is the United States of America, its territories or possessions, or Canada. This policy also applies to an **accident** or **loss** involving an **insured car** while being transported between ports within the policy territory.

Two or More Cars Insured

As to any **accident**, occurrence or **loss** to which this and any other **car** policy issued to **you** by **us**, or an affiliated insurer, applies to provide the same or similar type of coverage, the total limit of **our** liability under all the policies shall not exceed the highest applicable Limit of Liability under any one policy for any one vehicle insured.

Claims Handling

We may use any or all of the following to determine the value of any damages, loss or claim that may be covered by this policy:

1. Exams by doctors **we** select, at **our** expense, as often as **we** reasonably request.
2. Medical record review and test result review by **persons** and services selected by **us**.
3. Computer programs and databases for the analysis of medical treatment and expenses.
4. Computer programs, databases and published sources for bodily injury, medical, medical expense and damage information.
5. Estimates by vehicle repair shops.
6. Computer programs and databases for the evaluation of injuries and predicting jury verdicts.
7. Computer programs, databases and published sources for vehicle values and cost of repair.

8. Third-party vendors providing estimating, appraisal, injury evaluation, earnings calculators, and analysis.
9. Special-application technology.

Suits Against Us

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

No one other than an **insured person** under Part I of this policy shall have any interest in this policy prior to obtaining a verdict against an **insured person**.

No legal action may be brought against **us** for payment under Part I – Liability To Others until:

1. **We** agree in writing that the **insured person**, as defined under Part I, has an obligation to pay damages; or
2. The amount of the damages due under Part I on behalf of an insured has been determined by final judgment after trial.

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

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

We have no duty to preserve or otherwise retain any salvage for any purpose, including as evidence for any type of court proceeding.

No one may sue **us** to determine the amount payable under Part V - Accidental Death and Dismemberment Coverage until at least 60 days after written proof of loss has been furnished to **us**.

Our Recovery Rights (Subrogation & Reimbursement)

In the event of any payment under this policy:

1. **We** will be subrogated to all rights of recovery of the **person** or entity to or for whom payment was made against another **person** or organization; and
2. Any **person** to or for whom a payment is made who recovers damages from a liable **person** or entity, or their insurer, shall hold the proceeds of that recovery in trust for **us**.

These rights shall only apply if and when allowed by law, and only to the extent of payments made under this policy. The **person** or organization to or for whom payment was made under this policy will be required to reimburse **us** out of any monies received from any party or organization liable for damages, or his or her insurance company.

Anyone to whom payment was made under this policy must cooperate with **us**, do whatever is necessary to protect **our** subrogation rights, and do nothing after the **loss** to harm **our** rights.

If **we** seek recovery from a liable party:

1. **You** authorize **us** to seek recovery of any applicable deductible. But, **we** will not do so if you request us not to collect it; and
2. **You** agree to be bound by any settlement agreement entered into by **us** and the liable party, or the outcome of any arbitration **we** enter into, for those sums.

We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. Subrogation recoveries shall be shared on a proportionate basis no less than yearly with **you**, unless **you** have otherwise recovered the deductible amount. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible.

Any reimbursement to **you** by **us** will be reduced by a proportionate share of attorney fees and expenses incurred in connection with the recovery, but only if an outside attorney is retained to pursue such collection.

If anyone insured under this policy makes recovery from a responsible party without **our** written consent, that insured's rights under any affected coverage will no longer exist.

If payment is made on behalf of anyone insured under this policy to comply with state mandated coverage, and the policy or any subsequent change in coverage was obtained from **us** as a result of **your** material misrepresentation of the risk to be insured by **us**, which otherwise, had it been known to **us** at the time coverage was agreed to by **us**, **we** would have declined coverage or extension of coverage to **you**, **you** agree to reimburse **us** to the full extent of any **loss** and adjustment expense paid on **your** behalf as a result of **your** material misrepresentation to **us**.

Transfer of Your Interest in This Policy

Interest in this policy may not be assigned or transferred without **our** written consent. However, upon **your** death, coverage will be provided until the end of the policy period for:

1. Any person specifically named as an operator on the **Declarations Page**;
2. The legal representative of the deceased person while acting within the scope of his or her duties as a legal representative; and
3. **Your** spouse, if he or she was covered under this policy immediately prior to **your** death or the termination of the marital relationship, as applicable.

Policy Changes

This policy, which includes the **Declarations Page**, endorsements issued by **us**, the **Application**, and any coverage election and rejection forms, contains all agreements between **you** and **us**. Its terms may not be changed or waived except by written endorsement issued by **us**. Notice to any agent or knowledge possessed by any agent or other **person** shall not change or affect a waiver on any portion of this policy nor stop **us** from exerting any rights under this policy.

If a change requires a premium adjustment, **we** will adjust **your** premium as of the effective date of the change. **We** may revise this policy form to provide more coverage without additional premium charge. If **we** revise this version of this policy form, **our** policy will automatically provide the additional coverage as to the date the revision is effective.

We rely upon the statements made by **you** in the **Application** for insurance to determine the amount of the premium for this policy. **You** agree to cooperate with **us** in determining if this information is correct and complete and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period or take other appropriate action. To properly insure **your car**, **you** must promptly notify **us** when:

1. **You** change **your** address;
2. Any resident operators are added or deleted;
3. **You** acquire an additional or replacement **car**;
4. Any change in the operators in the household;
5. **You** or a **relative** get married or divorced; or
6. **You** or a **relative** obtains a driver's license or has a driver's license suspended, revoked, or refused.

Cancellation and Non-Renewal

The **named insured** may cancel this policy by returning it to **us** or by advising **us** when at a future date the cancellation is to be effective.

The **named insured** may also cancel this policy if another policy is obtained to replace this policy. In this case, the **named insured** may request cancellation of this policy effective on the date of inception of that replacement policy, if both of the following are submitted to **us** within 60 days after the date of inception of the replacement policy:

1. The **named insured's** cancel request; and
2. Written proof of the issuance of the replacement policy.

We may cancel by mailing notice to the **named insured** shown on the **Declarations Page** at the last known address appearing on **our** records. Notice will be mailed:

1. At least 10 days before the effective date if:
 - a. Cancellation is due to **failure to pay premium**; or

- b. **We** cancel during the first 59 days of the first policy period; or
2. At least 30 days before the effective date of cancellation in all other cases.

We may cancel this policy for any lawful reason during the first 59 days of the first policy period. Once this policy is in effect for 60 days, or if this is a renewal policy, **we** may cancel only for one or more of the following reasons:

1. The **failure to pay premium**;
2. For material misrepresentation, concealment or fraud when applying for, continuing, changing, or renewing this policy;
3. For material misrepresentation or fraud when submitting a claim under this policy;
4. The **driver's license** of the **named insured**, or of any other operator who either **resides** in the same **household** as the **named insured** or customarily operates an **insured car**, has been suspended or revoked during the policy period or, if this policy is a renewal, during its policy period or the 180 days immediately preceding its effective date;
5. The **named insured**, or any other operator who **resides** in the same **household** as the **named insured** or customarily operates an **insured car**, has been convicted of:
 - a. larceny of a motor vehicle, or theft of a motor vehicle; or
 - b. an offense for which suspension or revocation of a driver's license is mandatory;
6. A violation of any of the terms or conditions of this policy; or
7. Any other reason permitted by law.

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

If this policy is cancelled, coverage will not be provided as of the date and time shown in the notice of cancellation.

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a notice or condition of cancellation. **We** charge a fully-earned policy fee for each policy term.

If this policy is cancelled by **us** for any reason other than **failure to pay premium**, any refund due will be computed on a daily pro-rata basis, and subject to any fully-earned fees.

If this policy is cancelled at **your** request or due to **failure to pay premium**, any refund due will be calculated at a 90% of a daily pro rata basis, and subject to any fully-earned fees.

If **we** decide to not to renew this policy, other than for non-payment of premium, **we** will mail notice of nonrenewal to the **named insured** shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least 20 days before the end of the policy period.

Automatic Termination

Coverage for **your insured car** shall terminate automatically when anyone other than **you** or a **relative** becomes the **owner** of the vehicle.

This policy will also terminate automatically at the end of the current policy period and expire under its own terms if **we** offer to renew or continue **your** policy and **you** do not accept the offer. **Our** renewal offer is considered rejected if there is any **failure to pay premium**, when due, for the renewal.

Coverage for an **insured car** shall terminate on the effective date of any other motor vehicle insurance policy covering that **insured car**.

Proof of Notice

Any proof of mailing, whether by post or electronically, of any notice shall be sufficient proof of notice, except when state law requires otherwise. If and when allowed by law, **we** may deliver, by way of electronic devices or other methods, any notice instead of mailing it.

Our Right to Void the Policy for Fraud or Misrepresentation

We may rescind and void this policy from its inception if, in the initial **application** and with the intent to deceive **us**, **you** or **your** representative:

1. Made incorrect or untrue statements or representations to **us** or **our** authorized agent as to any material fact or circumstance;
2. Concealed, omitted or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct; and

We relied on it to **our** detriment. A fact or circumstance is material if **we** would not have issued the policy, would not have agreed to insure the risk or would not have insured it at the premium initially charged.

No coverage is provided for any **accident** or **loss** if **we** void this policy. However, if **we** void this policy, it will not affect coverage under Part I for the portion of damages that is less than or equal to the **minimum limits**, for any **accident** that occurs before **we** notify the named insured that the policy is void. If **we** are required to make a payment, **we** are entitled to reimbursement of, and reserve all rights to indemnity for, payments made and costs incurred by **us**, against any **person** who has committed fraud or misrepresentation.

If **we** void this policy and **you** or **your** assignee or representative contest **our** rescission of this policy, **you** must reimburse **us** for all of **our** attorney fees, costs and expenses when **we** prevail in such legal action.

Our Right to Deny Coverage and End the Policy for Fraud or Misrepresentation

We will not provide coverage or benefits for any **person** or party who has:

1. Misrepresented, concealed, omitted or misstated a material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Aided, abetted or directed any behavior of the type listed in clause 1. or 2. above;

in connection with this policy or any **accident**, loss or claim under it, if such misrepresentation or fraud existed at the time of the **accident**, loss or claim and contributed to it. **We** may also cancel, non-renew or otherwise terminate this policy, as allowed by law, for any such acts.

Our Right to Void for Failure of Initial Payment

Coverage under this policy is conditioned upon **our** receipt of complete and unconditional payment of the initial down-payment of premium.

If **you** make **your** initial payment by check or any method other than cash, this policy is void as if never issued, and there will be no coverage at any time, if the initial payment is not honored for any reason when first presented for payment to **your** bank or financial institution or if there is any **failure to pay premium**. If this policy is void **we** will not cover any claims, loss or damages of any kind. **You** must reimburse **us** for any amounts **we** are required by law to pay after **we** void the policy.

Policy Conformed to Statutes

Terms of this policy that are in conflict with the statutes or other applicable law of the **state** where **you** reside when this policy is issued, as shown in **our** records, are hereby amended to conform to the applicable state law. All other terms remain in full effect.

If any term(s) of this policy are found invalid by a court with proper jurisdiction, then that policy term(s) is amended so that it:

1. Does not apply to the portion of the damages or loss that is less than or equal to the **minimum limits** or minimum amounts of coverage required by law; and
2. Continues to apply to the portion of the damages or loss that is greater than **minimum limits** or minimum amounts of coverage required by law.

Conditions Precedent

There is no coverage provided under this policy until there has been full compliance with all of the terms and conditions of this policy.

Bankruptcy

The bankruptcy or insolvency of a **person** insured by this policy, or that **person's** estate, shall not relieve **us** of **our** obligations under this policy. In the event of any such bankruptcy or insolvency, an action may be maintained, subject to all terms and limits of this policy, by an injured **person** (or his or her heirs) against **us**.

YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES

IMPORTANT: For coverage as described in this policy to apply, all notice requirements, duties, and policy terms that apply must be properly performed. Not doing so may result in a claim or coverage being partially or fully denied.

Notice of an Accident or Loss

In the event of an **accident** or **loss**, it must be reported it to **us** or one of **our** authorized agents as soon as practicable. The report must give time, place and circumstances of the **accident** or **loss** including the names and addresses of all injured parties and all witnesses involved in the **accident** or **loss**.

Notice given to any of **our** authorized agents, with facts sufficient to identify the insured, is deemed to be notice to **us**.

Other Duties

Anyone claiming any coverage under the policy must:

1. Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit.
2. Refuse to assume any obligation or incur any unreasonable and unnecessary expenses at the time of the **accident** or **loss**.
3. Immediately send **us** any legal papers relating to any claim or lawsuit.
4. Submit to physical examination at **our** expense by doctors **we** select as often as **we** may reasonably require.
5. Authorize **us** to obtain medical, wage and other records. Any medical records requested will pertain to the **bodily injury** arising from an **accident**.
6. Provide any written proof of **loss** that **we** require.
7. Submit to statements or examinations under oath and subscribe to the same as **we** may reasonably require. **We** may require that such statements or examinations be recorded and videotaped, as well as conducted individually and outside the presence of witnesses or other **persons** seeking coverage or benefits under this policy.
8. Provide **us** with any personal financial information **we** request for underwriting, policy servicing or claims handling purposes, or provide **us** with written authorization to obtain such information. This includes such information as social security numbers, credit history and any other related

information. **We** limit both the collection and use of customer information to the minimum needed to administer **our** business.

Anyone claiming Uninsured/Underinsured Motorist Coverage must:

1. Contact the police within 48 hours, or as soon as is practicable, after the **accident** if a hit and run, unknown or unidentified driver is involved in causing an accident; and
2. Must promptly send **us** copies of any legal papers if suit is brought.

Anyone claiming any coverage under this policy must also:

1. Take reasonable steps after **loss** to protect an **insured car** and its equipment from further **loss**. If **you** fail to do so, any further damage will not be covered under this policy. **We** will pay reasonably necessary expenses incurred in providing that protection.
2. Report the total theft of the **car** to the police promptly and as soon as practicable after the **loss**.
3. Allow **us** to inspect and appraise the damage to an **insured car** before its repair or disposal.
4. If a hit and run, unknown or unidentified motorist is involved, adequate proof of loss and a statement under oath must be filed with **us** within 30 days of **our** request.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested.



President



Secretary

ENDORSEMENTS

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

THE FOLLOWING NAMED DRIVER EXCLUSION ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-400 APPEARS ON **YOUR DECLARATIONS PAGE**.

NAMED DRIVER, NON-OWNED COVERAGE

If **you** have elected Named Driver, Non-Owned Coverage, **we** will only cover the permissive use of a “**non-owned car**” by the **named insured**. Any coverage provided under this policy shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits. The following policy changes shall apply:

1. The general policy definition of “**you**” and “**your**” are revised and “**you**” and “**your**” mean the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
2. The definition of “**insured person**” is revised in all parts of the policy and “**insured person**” means the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
3. No coverage applies under the policy for use of any **car** other than the permissive use of a **non-owned car** by a **named insured**.
4. No coverage applies under the policy for any **person** other than the **named insured**.
5. The “**Other Insurance**” clause in every part of this policy is revised and any insurance **we** provide shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits.
6. No Car Damage Coverage applies under the policy.

E-400 (05/10)

THE FOLLOWING NAMED DRIVER EXCLUSION ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-500 APPEARS ON **YOUR DECLARATIONS PAGE**.

NAMED DRIVER EXCLUSION

If one or more **persons** have been shown on the **Declarations Page** as Excluded Drivers or **you** have elected to exclude any drivers from coverage under this policy, **we** do not provide any coverage under any part of this policy for any **accident** or **loss** that occurs while any Excluded Driver is operating a **car** or any other motor vehicle.

When the Excluded Driver is operating a motor vehicle, no coverage applies for the Excluded Driver or anyone else, including but not limited to claims against **you, relatives**, or any other entity or **person** who may be vicariously liable or liable for negligent entrustment with respect to any **accident** or **loss** arising out of the operation of a motor vehicle by any named Excluded Driver.

However, if a court with proper jurisdiction finds this Named Driver Exclusion is invalid and cannot be enforced, the exclusion is revised so it will:

1. Not apply to the portion of the damages that is less than or equal to the amount stated under Nebraska law as the **minimum limits**, for any innocent injured **person** who is not the Excluded Driver; and
2. Apply and be enforced as to all other damages.

Driver exclusions shall apply to all renewals, reinstatements after a lapse, continuation and replacement policies unless **you** notify **us** in writing that the election is revoked and **you** pay the additional premium for coverage of that driver.

E-500 (05/10)

THE FOLLOWING **RENTAL CAR COVERAGE** ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-200 APPEARS ON **YOUR DECLARATIONS PAGE**.

RENTAL CAR COVERAGE ENDORSEMENT

In consideration of an additional premium charge, Part IV – Car Damage Coverage - is extended to a rented **car**. The rental **car** may be for pleasure use or as a substitute for **your insured car** which is out of service due to an **accident** or **loss**.

E-200 (05/10)