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# Allstate Indemnity Auto Insurance Policy

Policy:

Effective:

Issued to:



PDU218

# Allstate Indemnity Company

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## Allstate Indemnity Company

### Allstate Indemnity Company

#### The Company Named in the Policy Declarations

A Stock Company  
Home Office: Northbrook, Illinois

#### General

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations. If more than one **auto** is insured, premiums will be shown for each **auto**. However, only one premium will be shown for Uninsured Motorists Coverage regardless of the number of **autos** insured. If **you** pay the premiums when due and comply with the policy terms, **we**, relying on the information **you** have given **us**, make the following agreements with **you**.

#### Action Against Us

No one may bring an action against **us** unless:

1. there is full compliance with all policy terms; and
2. the action is commenced within one year of the date the cause of action accrues.

However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Policy Declarations, such action must be commenced within the time period specified in the **Action Against Us** provision of that particular coverage. If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

#### Arbitration

Any claim or dispute in any way related to this policy, by a person insured under this policy against **us** or **us** against a person insured under this policy, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

1. no arbitrator shall have the authority to award punitive damages or attorney's fees;

2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

This provision shall not apply to claims or disputes to which the **Part III, Uninsured Motorist Insurance Coverage—SS**, If We Cannot Agree provision applies.

#### When And Where The Policy Applies

During the policy period, **your** policy applies to losses to the **auto**, accidents and occurrences within the United States of America, its territories or possessions or Canada, or between their ports. The policy period is shown on the Policy Declarations.

#### Conditional Reinstatement

If **we** mail a cancellation notice because **you** did not pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

#### Limited Mexico Coverage

For **your** protection **you** should purchase insurance from a company licensed in Mexico. However, the coverage of this policy for an insured private passenger or **utility auto** is extended to cover that **auto** within the Republic of Mexico. This coverage applies only while the insured **auto** is within 75 miles of the United States border and only for a period not to exceed ten days after each separate entry into the Republic of Mexico.

If loss or damage occurs which may require repair of the insured **auto** or replacement of any part(s) while the **auto** is in Mexican territory, the basis for adjustment of the claim will be as follows. The repair or replacement costs will not exceed the cost of having the repairs or replacements made at the nearest point in the United States where the repairs

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or replacements can be made. The cost for towing, transportation and salvage operations of the **auto** while within Mexican territory are not covered under this policy.

### Warning

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

### Changes

#### Premium Changes

The premium for each **auto** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct, if it is complete, and if it changes during the policy period. **You** agree that if this information changes or is incorrect or incomplete, **we** may adjust **your** premium accordingly during the policy period.

Changes which result in a premium adjustment are contained in **our** rules. These include, but are not limited to:

1. **autos** insured by the policy, including changes in use;
2. drivers residing in **your** household, their ages or marital status;
3. coverages or coverage limits;
4. rating territory; and
5. discount eligibility.

Any calculation or adjustment in **your** premium will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

#### Coverage Changes

When **we** broaden a coverage during the policy period without additional charge, **you** have the new

feature if **you** have the coverage to which it applies. The new feature applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement. Any change in **your** coverage will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

#### Duty To Report Policy Changes

**Your** policy was issued in reliance on the information **you** provided concerning **autos** and persons insured by the policy. To properly insure **your auto**, **you** should promptly notify **us** when **you** change **your** address or whenever any **resident** operators insured by **your** policy are added or deleted.

**You** must notify **us** within 30 days when **you** acquire an additional or replacement **auto**. If **you** do not, certain coverages of this policy may not apply.

#### Combining Limits Of Two Or More Autos Prohibited

If **you** have two or more **autos** insured in **your** name and one of **your** insured **autos** is involved in an accident, only the coverage limits shown on the Policy Declarations for that **auto** will apply. When **you** have two or more **autos** insured in **your** name and none of them is involved in the accident, **you** may choose any single **auto** shown on the Policy Declarations and the coverage limits applicable to that **auto** will apply.

The limits available for any other **auto** covered by the policy will not be added to the coverage for the involved or chosen **auto**.

#### Transfer

This policy cannot be transferred without **our** written consent. However, if **you** die, this policy will provide coverage until the end of the policy period for **your** legal representative while acting as such, and persons covered on the date of **your** death.

#### Fraud or Misrepresentation

**Your** policy was issued in reliance on the information **you** provided on **your auto** insurance application concerning **autos** and persons insured by the policy. If it is determined that this policy was obtained

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through material misrepresentation, fraud or concealment of material facts or if any material misrepresentation was made on the **auto** insurance application, this policy shall be deemed void from its inception. This means that **we** will not be liable for any claims or damages which would otherwise be covered.

### Termination

If **we** offer to renew **your** policy and **your** required premium payment is not received when due, **you** will have rejected **our** renewal offer. This means that the insurance coverage described in the renewal offer and any endorsements to the renewal offer will not become effective.

### Non-Renewal

If **we** do not intend to renew **your** policy beyond the current policy period, **we** will mail **you** notice at least 30 days before the end of the policy period.

### Cancellation

**You** may cancel this policy by writing and telling **us** on what future date **you** wish to stop coverage. Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

During the policy period, **we** may cancel part or all of this policy by mailing notice to **you** at **your** last known address. If **we** cancel because **you** did not pay the premium, the date of cancellation will be at least ten days after the date of mailing. If **we** cancel for any reason other than non-payment of premium, **we** will give notice as follows:

1. During the first 60 days the original policy is in effect, **we** will give **you** at least ten days notice of cancellation.
2. After the first 60 days, **we** will give **you** 30 days notice of cancellation.

Proof of mailing the notice will be proof of notice. A refund, if due, will be proportional to the time **your** policy has been in effect, but cancellation will be effective even if the refund is not made immediately.

After **your** policy has been in effect 60 days, **we** will not cancel **your** coverage during the policy period unless:

1. the premium is not paid when due;
2. **you** or any member of **your** household is convicted of a crime due to acts which increase the hazard **we** insure against;
3. fraud or material misrepresentation is used in obtaining the policy or making a claim;
4. an act or omission, or a violation of any condition of the policy, occurs during the policy period which substantially and materially increases the hazard **we** insure against;
5. a material change in the nature or extent of the risk occurs during the policy period which causes the risk of loss to be substantially and materially increased; or
6. **we** have mailed notice within the first 60 days that **we** do not intend to continue the policy.

### Payment

If **your** payment of the initial premium amount due is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or other remittance being honored upon presentation. If such check, draft, or remittance payment is not honored upon presentation, this policy shall be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft or remittance been honored upon presentation.

### What Law Will Apply

This policy is issued in accordance with the laws of Nevada and covers property or risks principally located in Nevada. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Nevada.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside of Nevada, claims or disputes regarding that covered loss to the **auto**, covered **auto** accident, or other covered

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occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **auto**, covered **auto** accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

### Where Lawsuits May Be Brought

Subject to the following paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Nevada. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard and decided only in a state or federal court located in Nevada, provided that such persons are subject to or consent to suit in courts specified in this paragraph.

If a covered loss to the **auto**, a covered **auto** accident, or any other occurrence for which coverage applies under this policy happens outside Nevada, lawsuits regarding that covered loss to the **auto**, covered **auto** accident, or other covered occurrence may also be brought in the judicial district where that covered loss to the **auto**, covered **auto** accident or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

## Part I

### Automobile Liability Insurance

#### Bodily Injury – Coverage AA

#### Property Damage – Coverage BB

### Insuring Agreement

**We** will pay damages an insured person is legally obligated to pay because of:

1. **bodily injury** sustained by any person; and
2. damage to or destruction of property.

Under these coverages, **your** policy protects an insured person from liability for damages arising out

of the ownership, maintenance or use, loading or unloading of an insured **auto**.

**We** will defend an insured person sued for damages which are covered by this policy, even if the suit is groundless or false. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe it is proper. **We** will not defend an insured person sued for damages which are not covered by this policy.

### Additional Payments We Will Make

When **we** defend an insured person under this part, **we** will pay for:

1. loss of wages or salary not to exceed \$50 per day. These payments will be made when that person's attendance is required at a trial or a hearing to defend against a bodily injury suit. **We** will also pay other reasonable expenses incurred at **our** request but not other loss of income or earnings;
2. court costs for defense;
3. interest accruing on damages awarded, until such time as **we** have paid, offered, or deposited in court the amount for which **we** are liable under this policy. Interest will be paid only on damages which do not exceed **our** limits of liability; and
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

**We** will repay an insured person for:

1. the cost of any bail bonds required because of an accident or traffic law violation involving the use of the insured **auto**. Payment will not exceed \$300 per bond. **We** have no obligation to apply for or furnish a bond; and
2. any expense incurred for first aid to others at the time of an accident involving the insured **auto**.

### Insured Persons

1. While using **your** insured **auto**:
  - a) **you**;

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- b) any **resident**; and
  - c) any other person using it with **your** permission.
2. While using a non-owned **auto**:
    - a) **you**; and
    - b) any **resident** relative using a private passenger **auto** or **utility auto**.
  3. Any other person or organization liable for the use of an insured **auto** provided:
    - a) the **auto** is not owned or hired by the person or organization;
    - b) the use is by an insured person under 1. or 2. above; and
    - c) only for that insured person's acts or omissions.

### Insured Autos

1. Any **auto** described on the Policy Declarations and the private passenger **auto** or **utility auto** **you** replace it with.
2. An additional private passenger **auto** or **utility auto** **you** become the owner of during the policy period. This **auto** will be covered if **we** insure all other private passenger **autos** or **utility autos** **you** own. **You** must, however, tell **us** within 30 days of acquiring the **auto** and pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the additional **auto**.
3. A substitute private passenger **auto** or **utility auto** not owned by **you** or a **resident relative**, being temporarily used while **your** insured **auto** is being serviced or repaired, or if **your insured auto** is stolen or destroyed.
4. A non-owned **auto** used by **you** or a **resident relative** with the owner's permission. This **auto** must not be available or furnished for the regular use of an insured person.

### Definitions

1. **We, us, or our** means the company shown on the Policy Declarations.

2. **Auto** means a land **motor vehicle** with at least four wheels designed for use principally upon public roads.
3. **Bodily injury** means bodily injury, sickness, disease or death.
4. **Resident** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
5. **Utility auto** means an **auto** of the pickup body, sedan delivery, or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
6. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

### Exclusions – What Is Not Covered

**We** will not pay for any damages an insured person is legally obligated to pay because of:

1. **bodily injury** or property damage arising out of the use of **your** insured **auto** while used to carry persons or property for a charge, or any **auto** **you** are driving while available for hire by the public to the extent that the limits of liability for this coverage exceed the limits of liability required by the Nevada Financial Responsibility Law. This exclusion does not apply to shared-expense car pools.
2. **bodily injury** or property damage arising out of the use of a non-owned **auto** in any business or occupation of an insured person to the extent that the limits of liability for this coverage exceed the limits of liability required by the Nevada Financial Responsibility Law. However, coverage does apply while **you, your** chauffeur or domestic employee is using a private passenger **auto** or trailer.
3. **bodily injury** to an employee of any insured person arising in the course of employment.

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Coverage does apply to a domestic employee who is not required to be covered by a workers compensation law or similar law.

4. **bodily injury** or property damage arising out of the ownership, maintenance or use of a motor vehicle with less than four wheels.
5. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
6. **bodily injury** or property damage to or destruction of property an insured person owns, transports, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.
7. **bodily injury** or property damage which may reasonably be expected to result from the intentional acts of an insured person or which are in fact intended by an insured person to the extent that the limits of liability for this coverage exceed the limits of liability required by the Nevada Financial Responsibility Law.
8. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance to the extent that the limits of liability for this coverage exceed the limits of liability required by the Nevada Financial Responsibility Law. This applies even if the limits of that insurance are exhausted.
9. **bodily injury** or property damage arising out of the participation in any prearranged or organized racing or speed contest or in practice or preparation for any contest of this type.
10. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

### Financial Responsibility

When this policy is certified as proof under any motor vehicle financial responsibility law, this policy will comply with the provisions of that law. We will not void the first \$15,000 of bodily injury liability per person, \$30,000 of bodily injury liability per accident and \$10,000 of property damage liability per accident.

### Limits Of Liability

The limits shown on the Policy Declarations are the maximum **we** will pay for any single accident involving an insured **auto**. The limit stated for each person for **bodily injury** is **our** total limit of liability for damages because of **bodily injury** sustained by one person in any single accident involving an insured **auto**, including damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for damages for **bodily injury** sustained by two or more persons in any single accident involving an insured **auto**. For property damage, the limit applies to damages arising from each accident.

The liability limits apply to each insured **auto** as shown on the Policy Declarations. The insuring of more than one person or **auto** under this policy will not increase **our** liability limits beyond the amount shown for any one **auto**, even though a separate premium is charged for each **auto**. The limits also will not be increased if **you** have other **auto** insurance policies that apply.

There will be no duplication of payments made under the Bodily Injury Liability coverage, Uninsured Motorists coverage, and Medical Payments coverage of this policy.

An **auto** and attached trailer are considered one **auto**. Also, an **auto** and a mounted camper unit, topper, cap or canopy are considered one **auto**.

### If There Is Other Insurance

If an insured person is using a substitute private passenger **auto** or non-owned **auto**, **our** liability



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insurance will be excess over other collectible insurance. If more than one policy applies on a primary basis to an accident involving **your** insured **auto**, **we** will bear **our** proportionate share with other collectible liability insurance.

This insurance will be excess over any insurance covering an automobile business while **your** insured **auto** is being operated by a person engaged in that automobile business. An automobile business includes repairing, servicing, testing, washing, parking, storing, delivering or selling of **autos**.

If an insured person is operating an **auto** owned by an automobile business, being temporarily used while **your** insured **auto** is being repaired or serviced by that business, this insurance will be primary.

### Assistance and Cooperation

When **we** ask, an insured person must cooperate with **us** in the investigation, settlement and defense of any claim or lawsuit. If **we** ask, that person must also help **us** obtain payment from anyone who may be jointly responsible.

**We** cannot be obligated if an insured person voluntarily takes any action or makes any payments other than for covered expenses for bail bonds or first aid to others.

### Action Against Us

No insured person may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part I—Automobile Liability Insurance**, unless there is full compliance with all policy terms and such action is commenced no later than the last of the following to occur:

1. two years after the date of the accident;
2. one year after entry of final judgment or other court order terminating a lawsuit against the insured to determine the insured's liability or the amount of the insured's liability arising out of the accident;
3. one year after **we** agree to a settlement; or
4. if **we** have denied coverage and the insured person has thereafter settled with the claimant without any lawsuit being filed to determine the insured's liability or the amount of the

insured's liability arising out of the accident, within one year after the denial of coverage.

If the insured person is subjected to claims arising out of the same accident by more than one person claiming **bodily injury** or property damage, the time for the insured person to bring an action against **us** shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the insured person.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and **us**, then whoever obtains this judgment or agreement against an insured person may sue **us** up to the limits of this policy. However, no one has the right to join **us** in a suit to determine legal responsibility of an insured person.

### What To Do In Case Of An Accident Or Claim

If an insured person has an accident involving an insured **auto**, **we** must be informed promptly of all details. If an insured person is sued as the result of an accident involving an insured **auto**, **we** must be informed immediately.

## Part II Automobile Medical Payments Coverage CC

### Insuring Agreement

**We** will pay to or on behalf of an insured person all reasonable expenses actually incurred by the insured person for necessary medical treatment, services, or products actually provided to the insured person. Payments will be made only when the **bodily injury** is caused by an accident involving a **motor vehicle**. Ambulance, hospital, medical, surgical, x-ray, dental, orthopedic, and prosthetic devices, pharmaceuticals, eyeglasses, hearing aids, funeral service expenses and professional nursing services are covered. The treatment, services, or products must be rendered within one year after the accident.

This coverage does not apply to any person to the extent that treatment is covered under any workers compensation law.

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### Insured Persons

1. **You** and any **resident** relative who sustains **bodily injury** while in, on, getting into or out of an **auto** or trailer; or when struck as a pedestrian by, a **motor vehicle** or trailer. The use of a non-owned **auto** must be with the owner's permission.
2. Any other person who sustains **bodily injury** while in, on, getting into or out of:
  - a) **your** insured **auto** while being used by **you**, a **resident** relative, or any other person with **your** permission;
  - b) a non-owned **auto** if the injury results from **your** operation or occupancy;
  - c) a non-owned **auto** if the injury results from the operation on **your** behalf by **your** private chauffeur or domestic employee; or
  - d) a non-owned private passenger **auto** or trailer if the injury results from the operation or occupancy by a **resident** relative.

The use of these **autos** must be with the owner's permission.

### Insured Autos

1. Any **auto** described on the Policy Declarations. This includes the private passenger **auto** or **utility auto you** replace it with.
2. An additional private passenger **auto** or **utility auto you** become the owner of during the policy period. This **auto** will be covered if **we** insure all other private passenger **autos** or **utility autos you** own. **You** must, however, tell us within 30 days of acquiring the **auto**. **You** must pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the additional vehicle.
3. A substitute private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.

4. A non-owned **auto** used with the owner's permission. This **auto** must not be available or furnished for the regular use of an insured person.
5. A trailer, while attached to an insured **auto**. The trailer must be designed for use with a private passenger **auto** or **utility auto**. This trailer cannot be used for business purposes with other than a private passenger **auto** or **utility auto**.

### Definitions

1. **We, us** or **our** means the company shown on the Policy Declarations.
2. **Auto** means a land motor vehicle with at least four wheels designed for use principally upon public roads.
3. **Bodily injury** means bodily injury, sickness, disease or death.
4. **Motor Vehicle** means a land motor vehicle designed for use principally on public roads.
5. **Resident** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
6. **Utility Auto** means an **auto** of the pickup body, sedan delivery, or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
7. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

### Exclusions – What Is Not Covered

This coverage does not apply to **bodily injury** to:

1. **you** or a **resident** relative while in, on, getting into or out of an **auto** owned by **you** or a **resident** relative which is not insured for this coverage.

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2. **you** or a **resident** relative while in, on, getting into or out of, or struck as a pedestrian by:
  - a) a vehicle operated on rails or crawler-treads; or
  - b) a vehicle or other equipment designed for use principally off public roads, while not upon public roads.
3. any person while in, on, getting into or out of:
  - a) an owned **auto** while available for hire to the public. This exclusion does not apply to shared-expense car pools.
  - b) an **auto** or trailer while used as a residence or premises.
4. any person, other than **you** or a **resident** relative, while using a non-owned **auto**:
  - a) which is available for hire by the public; or
  - b) in auto business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos**.

Coverage is provided for **you, your** private chauffeur or domestic employee while using a private passenger **auto** or trailer in any other business or occupation.

5. any person resulting from any act of war, insurrection, rebellion, or revolution.
6. any person arising out of the ownership, maintenance or use of a **motor vehicle** with less than four wheels.
7. any person arising out of the participation in any prearranged, organized, or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

### Limits Of Liability

The limit shown on the Policy Declarations is the maximum **we** will pay for all expenses incurred by or

for each person as the result of any one **motor vehicle** accident.

The medical payments limit applies to each insured **auto** as stated on the Policy Declarations. The insuring of more than one person or **auto** under this policy will not increase **our** limit beyond the amount shown for any one **auto**, even though a separate premium is charged for each **auto**. The limit also will not be increased if **you** have other **auto** insurance policies that apply.

If an insured person dies as the result of a covered **motor vehicle** accident, **we** will pay the lesser of the following as a funeral service expenses benefit:

1. \$2,000;
2. the Automobile Medical Payments limit of liability stated on the Policy Declarations; or
3. the remaining portion of the Automobile Medical Payments limit of liability not expended for other covered medical expenses.

The funeral service expenses benefit does not increase, and will not be paid in addition to, the limits of liability stated on the Policy Declarations for Automobile Medical Payments coverage. This benefit is payable to the deceased insured person's spouse if a **resident** of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to either parent if that parent is a **resident** of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased insured person's estate.

There will be no duplication of payments made under the Bodily Injury liability and Automobile Medical Payments coverages of this policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person. The damages payable under the bodily injury liability coverage of this policy will be reduced by that amount.

### Unreasonable or Unnecessary Medical Expenses

If the insured person incurs medical expenses which are unreasonable or unnecessary, **we** may refuse to

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pay for those medical expenses and contest them. Unreasonable medical expenses are fees for medical services which are substantially higher than the usual and customary charges for those services. Unnecessary medical expenses are fees for medical services which are not usually and customarily performed for treatment of the injury, including fees for an excessive number, amount, or duration of medical services.

If the insured person is sued by a medical services provider because **we** refuse to pay contested medical expenses, **we** will pay all defense costs and any resulting judgment against the insured person. **We** will choose the counsel. The insured person must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask the insured person to attend hearings or trials, **we** will pay up to \$50 per day for loss of wages or salary. **We** will also pay other reasonable expenses incurred at **our** request.

### If There Is Other Insurance

When this coverage applies to a substitute **auto** or non-owned **auto**, **we** will pay only after all other collectible **auto** medical insurance has been exhausted.

When this coverage applies to a replacement **auto** or additional **auto**, this policy will not apply if **you** have other collectible **auto** medical insurance.

### Assistance and Cooperation

When **we** ask, an insured person must cooperate with **us** in the investigation, settlement and defense of any claim or lawsuit. If **we** ask, that person must also help **us** obtain payment from anyone who may be jointly responsible.

**We** cannot be obligated if an insured person voluntarily takes any action or makes any payments other than for covered expenses for first aid to others.

### Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part II—Automobile Medical Payments**, unless there is full compliance with all policy terms

and such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred by an insured person.

### Proof Of Claim; Medical Reports

As soon as possible, any person making a claim must give **us** written proof of the claim including all details **we** may need to determine the amounts payable. **We** may also require any person making a claim to submit to questioning under oath and sign the transcript.

The injured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and other records pertinent to the claim.

## Part III Uninsured Motorists Insurance Coverage SS

### Insuring Agreement

**We** will pay those damages which an insured person is legally entitled to recover from the owner or operator of an uninsured **auto** because of **bodily injury** sustained by an insured person. **Bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an uninsured **auto**. **We** will not pay any punitive or exemplary damages.

The right to benefits and the amount payable will be decided by agreement between the insured person and **us**.

Uninsured Motorists coverage applies regardless of the number of vehicles **you** own, operate or insure under this policy.

If an insured person sues a person believed responsible for the accident without giving **us** notice so as to give **us** adequate time to intervene in a lawsuit, **we** aren't bound by any resulting judgment.

### Insured Persons

1. **You** and any relative who **resides** in **your** household.

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2. Any person while in, on, getting into or out of **your** insured **auto** with **your** permission.
3. Any other person who is legally entitled to recover because of **bodily injury to you**, a relative who **resides** in **your** household, or an occupant of **your** insured **auto** with **your** permission.

### Insured Autos

Insured auto means a **motor vehicle**:

1. **you** own. This includes any **auto you** purchase:
  - a) as a replacement for the owned **motor vehicle**.
  - b) as an additional **motor vehicle**. **You** should tell **us** within 30 days after **you** acquire the additional **motor vehicle** and pay the additional premium, if any.
2. **you** or a relative who **resides** in **your** household do not own but:
  - a) **you** are using.
  - b) is temporarily being used.
    - (1.) when **your** owned **auto** is being serviced or repaired; or
    - (2.) because **your** owned **auto** was stolen or destroyed.

This non-owned **auto** must be used only with its owner's permission. It also must not be furnished for the regular use of **you** or any relative who **resides** in **your** household.

A **motor vehicle** made available for public hire by an insured person is not and cannot be an insured **auto** under this policy.

An uninsured auto is:

1. a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident.
2. a **motor vehicle** for which the insurer denies coverage, or the insurer becomes insolvent.
3. a hit-and-run **motor vehicle** which causes **bodily injury** to an insured person by physical contact with the insured person or with a

vehicle occupied by that person. The identity of the operator or owner of the vehicle must be unknown or cannot be found. The accident must be reported as soon as possible to the police. **We** must be notified within 30 days. If the insured person was occupying the vehicle at the time of the accident, **we** have the right to inspect it.

4. an underinsured **motor vehicle** which has liability protection in effect and applicable at the time of the accident, but less than the applicable damages the insured person is legally entitled to recover. However, an underinsured **motor vehicle** is not an insured **auto** as defined under this coverage.
5. a **motor vehicle** for which no evidence of financial responsibility is supplied to the Department of Motor vehicles within 60 days after the accident occurs.

An uninsured auto is not:

1. a **motor vehicle** that is lawfully self-insured. However, a lawfully self-insured **motor vehicle** may be an underinsured **motor vehicle**.
2. a **motor vehicle** owned by any federal, state or local government or agency.

However, a **motor vehicle** owned by any federal, state, or local government or agency may be an underinsured **motor vehicle**.

3. a motor vehicle insured for bodily injury liability under Part 1 Automobile Liability Insurance, Coverages AA and BB of this policy.

### Definitions

1. **We, us, or our** means the company as shown on the Policy Declarations.
2. **Bodily Injury** means bodily injury, sickness, disease or death.
3. **Motor Vehicle** means a land motor vehicle or trailer other than:

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- a) a vehicle or other equipment designed for use off public roads, while not upon public roads;
  - b) a vehicle operated on rails or crawler-treads; or
  - c) a vehicle while used as a residence or premises.
4. **Resident** or **Reside** means a person who physically resides in **your** household with the intention of continuing residence there. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.
5. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

### Exclusions – What Is Not Covered

**We** will not pay any damages an insured person is legally entitled to recover because of:

1. **bodily injury** to any person who makes a settlement without **our** written consent.
2. **bodily injury** if the payment would directly or indirectly benefit any workers compensation or disability benefits insurer including a self-insurer.
3. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
  - a. racing contest;
  - b. speed contest; or
  - c. use of an **auto** at a track or course designed or used for racing or high performance driving;

or in practice or preparation for any contest or use of this type.

### Limits Of Liability

The uninsured motorists limit stated on the Policy Declarations is the maximum amount payable for this coverage by this policy for any one accident. This means the insuring of more than one **auto** for other coverages afforded by this policy will not increase

**our** limit of liability beyond the amount shown on the Policy Declarations. Regardless of the number of the insured **autos** under this coverage, the specific amount shown on the Policy Declarations is the maximum **we** will pay under this policy for:

1. "each person" for damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including damages sustained by anyone else as result of the **bodily injury**.
2. "each accident" for damages arising out of **bodily injury** to two or more persons in any one **motor vehicle** accident. This limit is subject to the limit for "each person."

Damages payable will be reduced by:

1. All amounts paid by the owner or operator of the uninsured **auto** or anyone else responsible. This includes all sums paid under the bodily injury liability coverage of this or any other **auto** policy.
2. All amounts payable under any workers compensation law, disability benefits law, or similar law, automobile medical payments, or any similar automobile medical payments coverage.

**We** are not obligated to make any payment for **bodily injury** under this coverage which arises out of the use of an underinsured **motor vehicle** until after the limits of liability for all liability protection in effect and applicable at the time of the accident have been exhausted by payment of judgments or settlements.

### If There Is Other Insurance

If the insured person was in, on, getting into or out of a vehicle **you** do not own which is insured for this coverage under another policy, this coverage will be excess. This means that when the insured person is legally entitled to recover damages in excess of the other policy limit, **we** will pay up to **your** policy limit, but only after the other insurance has been exhausted.

If more than one policy applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit for

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uninsured motorist's coverage. **We** will bear **our** proportionate share with other uninsured motorist's benefits. This applies no matter how many **autos** or **auto** policies may be involved whether written by **us** or another company.

### Proof Of Claim; Medical Reports

As soon as possible, **you** and any person making a claim must give us written proof of the claim. It must include all details **we** may need to determine the amounts payable. **We** may also require any person making a claim to submit to questioning under oath and sign the transcript.

The insured person may be required to take medical examinations by physicians selected by **us**, as often as **we** reasonably require. **We** must be given authorization to obtain medical reports and copies of records.

### Assistance And Cooperation

**We** may require the insured person to take proper action to preserve all rights to recover damages from anyone responsible for the **bodily injury**.

### Trust Agreement

When **we** pay any person under this coverage:

1. **We** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that such person recovers from any responsible party or insurer.
2. All rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. Insured persons, if **we** ask, must take proper action in their name to recover damages from any responsible party or insurer. **We** will select the attorney and pay all related costs and fees.

**We** will not ask the insured person to sue the insured of an insolvent insurer.

### Payment Of Loss By Us

Any amount due is payable to the injured person, to the parent or guardian of an injured minor, or to the spouse of any insured person who dies. However, **we**

may pay any person or estate lawfully entitled to recover the damages.

### Actions Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part III—Uninsured Motorists Insurance**, unless there is full compliance with all policy terms and, except as provided below, such action is commenced within two years after the date of the accident.

If an insured person commences a timely action against the owner or operator of an uninsured **auto** to recover damages for loss arising out of the accident and gives **us** written notice of such action within 30 days after such action is commenced, an action against us related to the existence or amount of coverage, or the amount of loss for which coverage is sought, may be brought more than two years after the date of the accident, but in no event later than the earliest of the following to occur:

1. one year after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured **auto**; or
2. one year after **we** deny coverage.

If there is a demand by an insured person or **us** for arbitration and the arbitration award exceeds the amount required for **bodily injury** or property damage liability in the Nevada Financial Responsibility Law, no action may be commenced more than 60 days after the date of the arbitration award.

If any insured person sues a person believed responsible for the accident without **our** written consent, **we** aren't bound by any resulting judgment.

### If We Cannot Agree

No one may pursue arbitration under **Part III—Uninsured Motorists Insurance** unless there is full compliance with all policy terms. No one may pursue arbitration under **Part III—Uninsured Motorists Insurance** unless the demand for arbitration is made within two years after the date of the accident or, if

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later, within one year after the insurer of the owner or operator of an uninsured vehicle denies coverage or is declared insolvent by the responsible regulator.

However, if an insured person commences a timely action against the owner or operator of an uninsured vehicle to recover damages for loss arising out of the accident and gives **us** written notice of such action within 30 days after such action is commenced, the insured person or **we** may demand arbitration more than two years after the date of the accident, but in no event later than one year after entry of a final judgment or other court order terminating such lawsuit against the owner or operator of an uninsured **auto**.

No arbitrator shall have the authority to award punitive damages or attorney's fees. Neither of the parties shall be entitled to arbitrate any claims in a representative capacity or as a member of a class. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims in arbitration.

### Part IV

#### Protection Against Loss To The Auto

The following coverages apply when indicated on the Policy Declarations. Additional payments, **autos** insured, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 16.

#### Coverage DD

##### Auto Collision Insurance

**We** will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** (including insured loss to an attached trailer) from a collision with another object or by upset of that **auto** or trailer. The deductible amount will not be subtracted from the loss payment in collisions involving **your** insured **auto** and another **auto** insured by **us**.

#### Coverage HH

##### Auto Comprehensive Insurance

**We** will pay for direct and accidental loss to **your** insured **auto** or a non-owned **auto** not caused by collision. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake,

windstorm, hail, water or flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal are covered.

**We** will pay up to \$2,500 for loss to a **sound system** permanently installed in **your auto** by bolts, brackets or other means, its antennas, or other apparatus in or on **your auto** used specifically with that system. However, any deductible amount which applies will be subtracted from the loss amount.

By agreement between **you** and **us**, the deductible amount will not be subtracted from a glass breakage loss if the glass is repaired rather than replaced.

#### Coverage UU

##### Rental Reimbursement Coverage

If **you** have collision or comprehensive coverage under this policy and the loss involves either coverage, **we** will repay **you** for **your** cost of renting an **auto** from a rental agency or garage. **We** will not pay more than the dollar amount per day shown on the Policy Declarations. **We** will not pay mileage charges.

If **your** insured **auto** is stolen, payment for transportation expenses will be made under the terms of paragraph 3. under **Additional Payments We Will Make**. However, the limits for this coverage will apply if they exceed the limits stated under **Additional Payments We Will Make**.

If **your** insured **auto** is disabled by a collision or comprehensive loss, coverage starts the day after the loss. If it is drivable, coverage starts the day after the **auto** is taken to the garage for repairs.

Coverage ends when the first of the following occurs:

1. if the **auto** is disabled by a collision or comprehensive loss, completion of repairs or replacement of the **auto**
2. if the **auto** is stolen, when **we** offer settlement or **your auto** is returned to use; or
3. 30 full days of coverage.



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### Coverage ZA Sound System Coverage

**We** will pay for loss to a **sound system** permanently installed in **your auto** by bolts, brackets or other means, its antennas or other apparatus in or on **your auto** used specifically with that system.

Sound System coverage applies only if comprehensive insurance is in effect under this policy. Sound System coverage provides coverage for **sound systems**, in excess of the coverage provided under Auto Comprehensive Insurance. The limit of **our** liability is shown on the Policy Declarations.

### Coverage ZZ Tape Coverage

**We** will pay for loss to any tapes or similar items used with any **auto sound system**. Coverage applies to property **you** or a **resident** relative own that is in or on **your** insured **auto** at the time of loss. The total limit of **our** liability for each loss is shown on the Policy Declarations.

This coverage applies only if **you** have comprehensive insurance under this policy. Tape Coverage makes tapes or similar items insured property under **your** comprehensive insurance.

### Additional Payments We Will Make

1. **We** will pay up to \$200 for loss of clothing and personal luggage, including its contents, belonging to **you** or a **resident** relative while it is in or upon **your** insured **auto**. This provision does not apply if the insured **auto** is a **travel-trailer**.

This coverage applies only when:

- a) the loss is caused by collision and **you** have purchased collision insurance.
- b) the entire **auto** is stolen, and **you** have purchased comprehensive insurance.
- c) physical damage is done to the **auto** and to the clothing and luggage caused by earthquake, explosion, falling objects, fire, lightning, or flood and **you** have purchased comprehensive insurance.

2. **We** will repay **you** up to \$10 for the cost of transportation from the place of theft of **your** insured **auto** or disablement of the **auto** to **your** destination, if;
  - a) the entire **auto** is stolen and **you** have comprehensive coverage under this policy.
  - b) the **auto** is disabled by a collision or comprehensive loss, and **you** have the coverage under this policy applicable to the loss. This provision does not apply if the insured **auto** is a **travel-trailer**.
3. If **you** have comprehensive insurance under this policy, **we** will repay up to \$10 a day but not more than \$300 for each loss for the cost of transportation when the entire **auto** is stolen. This coverage begins 48 hours after **you** report the theft to **us**, but ends when **we** offer settlement or **your auto** is returned to use.
4. If **you** have purchased collision or comprehensive insurance under this policy, **we** will pay general average and salvage charges imposed when **your** insured **auto** is being transported.

### Insured Autos

1. Any **auto** described on the Policy Declarations and the private passenger **auto** or **utility auto** **you** replace it with if **you** notify **us** within 30 days of the replacement and pay any additional premium. Coverage will not continue after 30 days, if **we** are not notified of the replacement vehicle.
2. An additional private passenger **auto** or **utility auto** **you** become the owner of during the policy period. This **auto** will be covered if **we** insure all other private passenger **autos** or **utility autos** **you** own. **You** must, however, notify **us** within 30 days of acquiring the **auto** and pay any additional premium. Coverage will not continue after 30 days if **we** are not notified of the additional vehicle.
3. A substitute private passenger **auto** or **utility auto**, not owned by **you** or a **resident**,

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temporarily used with the permission of the owner while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.

4. A non-owned private passenger **auto** used by **you** or a **resident** relative with the owner's permission. This **auto** must not be available or furnished for the regular use of **you** or any **resident**.
5. A trailer while attached to an insured **auto**. This trailer must be designed for use with a private passenger **auto**. This trailer cannot be used for business purposes with other than a private passenger **auto** or **utility auto**. Home, office, store, display, or passenger trailers are not covered. **Travel-trailers** or **camper units** are not covered unless described on the Policy Declarations.

### Definitions

1. **We, us** or **our** means the company shown on the Policy Declarations.
2. **Auto** means a land motor vehicle with at least four wheels designed for use on public roads.
3. **Camper Unit** means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of the unit. A camper unit does not include:
  - a) caps, tops or canopies designed for use as protection of the cargo area of a **utility auto**; or
  - b) radio or television antennas, awnings, cabanas, or equipment designed to create additional off-highway living facilities.
4. **Resident** means a person who physically resides in **your** household with the intention of continuing living there. Unmarried dependent children while temporarily away from home will be considered residents if they intend to continue to live in **your** household.

5. **Sound System** means any device within the insured **auto** designed for:
  - a) voice or video transmission, or for voice, video or radar signal reception;
  - b) recording or playing back recorded material; or
  - c) supplying power to cellular or similar telephone equipment.
6. **Travel-trailer** means a trailer of the house, cabin or camping type equipped or used as a living quarters.
7. **Utility Auto** means an **auto** of the pickup body, sedan delivery, or panel truck type. This **auto** must have a gross vehicle weight of 10,000 pounds or less, according to manufacturer's specifications.
8. **You** or **Your** means the policyholder named on the Policy Declarations and that policyholder's spouse while a member of the household.

### Exclusions – What Is Not Covered

These coverages do not apply to:

1. loss which may reasonably be expected to result from the intentional or criminal acts of **you**, any **resident**, or any other person using the insured **auto** with **your** permission or which in fact is intended by that person
2. any **auto** used for the transportation of people or property for a fee. This exclusion does not apply to shared-expense car pools.
3. any damage or loss resulting from any act of war, insurrection, rebellion or revolution.
4. loss to any non-owned **auto** used in **auto** business operations such as repairing, servicing, testing, washing, parking, storing or selling of **autos**.
5. loss due to radioactive contamination.
6. damage resulting from wear and tear, freezing, mechanical or electrical breakdown unless the damage is the burning of wiring used to

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connect electrical components, or the result of other loss covered by this policy.

7. tires unless stolen or damaged by fire, malicious mischief or vandalism. Coverage is provided if the damage to tires occurs at the same time and from the same cause as other loss covered by this policy.
8. any loss, other than collision, to any **sound system** within **your auto**, including any apparatus in or on the **auto** designed for use with that system.

If **you** have purchased Auto Comprehensive Insurance, this exclusion will not apply to losses to any **sound system** up to the limit stated in Auto Comprehensive Insurance for **sound systems**. Losses in excess of the limit for loss to **sound systems** provided under Auto Comprehensive Insurance will be covered if **you** have purchased Sound System coverage.

9. loss to any tapes or similar items, unless **you** have Tape Coverage under this policy.
10. loss to a **camper unit** whether or not mounted. This exclusion will not apply if the **camper unit** is described on the Policy Declarations.
11. loss to appliances, furniture, equipment and accessories that are not built into or forming a permanent part of a **travel-trailer**.
12. loss to **your travel-trailer** while rented to anyone else unless a specific premium is shown on the Policy Declarations for the rented vehicle.
13. loss or damage arising out of the participation in any prearranged, organized or spontaneous:
  - a) racing contest;
  - b) speed contest; or
  - c) use of an **auto** at a track or course designed or used for racing or high performance driving,

or in practice or preparation for any contest or use of this type.

### Right To Appraisal

Both **you** and **we** have a right to demand an appraisal of the loss. Each will appoint and pay a qualified appraiser. Other appraisal expenses will be shared equally. The two appraisers, or a judge of a court of record, will choose an umpire. Each appraiser will state the actual cash value and the amount of loss. If they disagree, they will submit their differences to the umpire. A written decision by any two of these three persons will determine the amount of the loss.

### Our Payment of Loss

**We** may pay for the loss in money, or may repair or replace the damaged or stolen property. **We** may, at any time before the loss is paid or the property is replaced, return at **our** own expense any stolen property, either to **you** or at **our** option to the address shown on the Policy Declarations, with payment for any resulting damage. **We** may take all or part of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

### Limits Of Liability

**Our** limit of liability is the least of:

1. The actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation; or
2. The cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including, but not limited to, non original equipment manufacturers, subject to applicable state laws and regulations; or
3. \$500, if the loss is to a covered trailer not described on the Policy Declarations.

Any applicable deductible amount is then subtracted.

If **we**, at our option, elect to pay for the cost to repair or replace the property or part, **our** liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement

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results in the betterment of the property or part, **you** may be responsible, subject to applicable state laws and regulations, for the amount of the betterment.

An **auto** and attached trailer are considered separate **autos**, and **you** must pay the deductible, if any, on each. Only one deductible will apply to an **auto** with a mounted **camper unit**. If unmounted, a separate deductible will apply to the **auto** and **camper unit**.

### If There Is Other Insurance

If there is other insurance covering the loss at the time of the accident, **we** will pay only **our** share of any damages. **Our** share is determined by adding the limits of this insurance to the limits of all other insurance that applies on the same basis and finding the percentage of the total that **our** limits represent.

When this insurance covers a substitute **auto** or non-owned **auto**, **we** will pay only after all other collectible insurance has been exhausted.

When this insurance covers a replacement **auto** or additional **auto** this policy will not apply if **you** have other collectible insurance.

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both. However, Sound System coverage, if purchased, will provide coverage in excess of the \$500 limit of loss to **sound systems**.

### Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part IV—Protection Against Loss to The Auto**, unless there is full compliance with all policy terms and such action is commenced within one year after the date of loss.

### Subrogation Rights

When **we** pay, **your** rights of recovery from anyone else become **ours** up to the amount **we** have paid. **You** must protect these rights and help **us** enforce them.

### What You Must Do If There Is A Loss

1. As soon as possible, any person making a claim must give **us** written proof of loss. It must include all details reasonably required by **us**. **We** have the right to inspect the damaged property. **We** may require any person making a claim to file with us a sworn proof of loss. **We** may also require that person to submit to examinations under oath.
2. Protect the **auto** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** do not protect the **auto**, further loss is not covered.
3. Report all theft losses promptly to the police.

### Loss Payable Clause

If a Lienholder and/or Lessor is shown on the Policy Declarations, **we** may pay loss or damage under this policy to **you** and the Lienholder and/or Lessor as its interest may appear.

The Lienholder and/or Lessor must notify **us** of any change in ownership or hazard that is known.

If **you** or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within 60 days in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

**We** may cancel this policy according to its terms. **We** will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever **we** pay the Lienholder and/or Lessor any sum for loss or damage under this policy, **we** will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, these subrogation provisions must in no way impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.