

*These policy provisions, along with **your** insurance application, the **Dec Page**, and any endorsements issued to form a part thereof, complete this policy and constitute **your** entire policy with **us**.*

#### **IMPORTANT NOTICE**

Unless drivers **residing** with the Named Insured are NAMED on the **Dec Page**, coverage may not be afforded. If **you** desire coverage for drivers other than those shown, request **us** or **your** agent to have **your** policy amended to list the additional drivers.

#### **WARNING**

This policy does not provide coverage in Mexico. **You** may spend many hours or days in jail if **you** have an **accident** in Mexico without automobile insurance. Under the laws of Mexico, some other penalties are possible. This may include the impoundment of **your** automobile. If **you** drive in Mexico, **you** should secure coverage from an insurance company licensed to do business in Mexico.

## CONTENTS

Your Duties In Case Of An Accident Or Loss	3
General Definitions	4
Part I - Liability To Others	9
Insuring Agreement	9
Additional Definition	9
Additional Payments	10
Exclusions	10
Limits of Liability	13
Financial Responsibility Laws	14
Other Insurance	14
Out-of-State Insurance	14
Part II – Medical Payments Coverage	15
Insuring Agreement	15
Additional Definitions	16
Exclusions	16
Limits of Liability	18
Other Insurance	19
Who We Will Pay	19
Part III – Uninsured and Underinsured	
Motorist Coverage	19
Insuring Agreement	
-Uninsured and Underinsured Motorist	
Bodily Injury Coverage	19
Additional Definitions	20
Exclusions	22
Limits of Liability	23
Other Insurance	25
Additional Duties	25
Insuring Agreement	
-Uninsured Motorist Property Damage	
Coverage	26
Exclusions	26
Limits of Liability	27
Other Insurance	28
Part IV - Damage To A Vehicle	28
Insuring Agreement - Collision	28
Insuring Agreement – Comprehensive	28
Additional Transportation Expense	29

## CONTENTS

Part IV – Damage To A Vehicle (continued)	
Insuring Agreement	
-Special Equipment Coverage	30
-Vehicle Loan / Lease Protection	31
Additional Definitions	31
Exclusions	33
Limits of Liability	36
Insuring Agreement	
- Towing and Labor Costs	39
- Full Comprehensive Safety Glass Coverage	39
- Rental Car Reimbursement Coverage	40
- New Car Added Protection	41
Payment of Loss	43
No Benefit to Bailee	43
Loss Payee Agreement	43
Other Insurance	43
Appraisal	44
General Provisions	44
Automobile Death Benefits Coverage Endorsement	54
Named Operator - Non-Owned Vehicle Coverage	56

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## NEVADA MOTOR VEHICLE POLICY

In consideration of the representations on **your** application, and if **you** pay **your** premium when due, **we** agree to provide **you** this insurance, subject to all the terms and provisions of this policy, and up to the Limits of Liability described in this policy and shown on the **Dec Page**.

### **YOUR DUTIES IN CASE OF AN ACCIDENT OR LOSS**

#### **NOTICE OF ACCIDENT OR LOSS**

**If there is an accident or loss arising out of the ownership, maintenance, or use of a vehicle, for which coverage may be provided under this policy, report it to us within twenty-four (24) hours or as soon as practicable. Call us toll free at 1-800-207-3618.**

**For coverage to apply under this policy, you or an insured must promptly report each accident or loss even if the insured person is not at fault.**

**You** or an insured person should report to **us** the following **accident** information:

1. time;
2. place;
3. circumstances of the **accident** or **loss** (for example, how the **accident** happened and weather conditions);
4. the damage that resulted;
5. names and addresses of all persons involved;
6. names and addresses of witnesses; and
7. the license plate numbers of the vehicles involved.

**You** or an insured person should also notify the police within twenty-four (24) hours or as soon as practicable if:

1. **you** cannot identify the **owner** or **operator** of a **vehicle** involved in the **accident**; or
2. theft or vandalism has occurred.

#### **OTHER DUTIES**

A person claiming coverage under this policy must:

1. cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit;

2. promptly send **us** copies of any notices or legal papers relating to any claim or lawsuit;
3. provide any written proof of **loss we** may reasonably require on forms provided by **us**;
4. allow **us** to take signed or recorded statements, including sworn statements and examinations under oath outside the presence of any other **insured person**, and answer all reasonable questions **we** may ask, when and as often as **we** may reasonably require;
5. prepare for and attend hearings, depositions, and any trial or arbitration as **we** require;
6. take reasonable steps after **loss** to protect the **covered vehicle, non-owned vehicle, or trailer** and its equipment from further **loss**. **We** will pay reasonable expenses incurred to provide such protection;
7. permit **us** to inspect and appraise the damage to a **covered vehicle, non-owned vehicle, or trailer** before its repair or disposal, and allow **us** to secure competitive estimates for the repair or replacement;
8. submit, as often as reasonably required, to physical exams at **our** expense by physicians **we** select;
9. authorize **us** to obtain medical, employment, and other pertinent records and allow **us** to discuss, when appropriate, the injury or impairment with any medical provider or employer; and
10. provide **us** truthful and accurate information.

If **you** or an insured person fail to perform any of the duties required by this policy, **we** may refuse to provide any protection or coverage.

### **GENERAL DEFINITIONS**

Throughout this policy, “**we**” “**us**” and “**our**” mean the company providing this insurance as shown on the **Dec Page**, and “**you**” and “**your**” refer to:

1. the named insured shown on the **Dec Page**; and
2. the spouse if a **resident** of the same household. If the spouse ceases to be a **resident** of the same household during the policy period or prior to the inception of this policy, the spouse will be considered “**you**” or “**your**” under the policy but only until the earliest of:
  - a. the end of 90 days following the spouse’s change of residency;
  - b. the effective date of another policy listing the spouse as a named insured; or
  - c. the end of the policy period.

In addition, except as otherwise defined in this policy, terms appearing in boldface will have the following meaning:

1. “**Accident**” means a sudden, unexpected, and unintentional occurrence. An intentional act, event, or happening is not an “**accident**”.
2. “**Actual cash value**” means the lesser of:
  - a. the amount of money required to replace the damaged property with similar property in like condition; or
  - b. the amount of money to restore the property by repairs to its pre-damaged condition, at current prices.
3. “**Auto business**” means the **business** or occupation of selling, repairing, servicing, storing, parking, delivering, testing, or road testing **motor vehicles**.
4. “**Bodily injury**” means bodily harm, sickness, or disease suffered by a person, including death resulting therefrom.
5. “**Business**” includes a trade, profession, or occupation, whether engaged in full or part time.
6. “**Commercial use**” means the transportation of persons or property in the **business** of any insured, or for hire, compensation or profit. This includes, but is not limited to, pickup or delivery of magazines, newspapers, food, drinks, or any other products.
7. “**Contamination**” means any unclean or unsafe or damaging or injurious or unhealthy condition arising from the presence of **pollutants**, whether permanent or transient.
8. “**Covered vehicle**” means:
  - a. any **vehicle** shown on the **Dec Page**, unless **you** have asked **us** to delete that **vehicle** from the policy; or
  - b. a **new vehicle**.
9. “**Dec Page**” or “**Declarations Page**” means the document from **us** listing:
  - a. the named insured and his or her mailing address;
  - b. the types of coverage **you** have elected;
  - c. the limit for each coverage;
  - d. the cost for each coverage;
  - e. the **vehicles** covered by this policy;
  - f. the types of coverage for each such **vehicle**;
  - g. the garaging zip code of each **covered vehicle**;
  - h. all **residents** and other drivers who are covered by this policy; and

- i. other information applicable to this policy.
- The **Dec Page** is a complete document identifying all coverage provided by **us**, and will not be deemed modified by any other written or oral communications until the stated effective date on a new or amended **Dec Page** prepared by **us**.
10. **“Loss”** means sudden, direct, and accidental loss or damage.
  11. **“Motor home”** means a **motor vehicle** designed, reconstructed, or permanently altered to provide facilities for human habitation enclosed within a solid body shell and built into an integral part of, or permanently attached to, a self-propelled **motor vehicle** chassis or van.
  12. **“Motor vehicle”** means any vehicle designed for use principally upon public streets and highways and subject to motor vehicle registration laws.
  13. **“New vehicle”** means any **vehicle**, operable or inoperable, the **ownership** or lease-hold of which is acquired solely by **you**, provided the **vehicle** meets these five conditions:
    - a. **you** acquire the **vehicle** during the policy period shown on the **Dec Page**;
    - b. it replaces a **vehicle** listed on the **Dec Page** and **you** have transferred title and possession of the replaced **vehicle** on or prior to the date of acquisition of the **new vehicle**, or **we** insure all **vehicles owned** by **you** on the date **you** take delivery of such **vehicle**;
    - c. the **vehicle** has never been **owned** by or registered to **you**, a **relative**, **your** non-resident spouse or ex spouse, a person **residing** with **you**, a person listed by name as a driver on the **Dec Page**, **your** employer, or any legal entity in which **your** and/or a **relative**'s combined **ownership** interest exceeds twenty (20) percent;
    - d. **you** apply to **us** for insurance on such acquired **vehicle** within thirty (30) days of such acquisition, and pay the required premium when due. Coverage is limited to the lesser of thirty (30) days from the date of acquisition or the date the policy subsequently expires or is canceled, unless **we** agree, in writing, to a further extension of coverage; and
    - e. no other insurance policy provides coverage for that **vehicle**.
  14. **“Non-owned vehicle”** means:

- a. any **vehicle** that is not **owned** by, or registered to, or available for the regular use of **you**, a **relative**, **your non-resident** spouse or ex spouse, a person **residing** with **you**, a person listed by name as a driver on the **Dec Page**, **your** employer, or any legal entity in which **your** and/or a **relative's** combined **ownership** interest exceeds twenty (20) percent, and has never been **owned** by or registered to **you** or any other person or entity listed above; or
  - b. any **vehicle** insured under a separate policy providing **bodily injury** and **property damage** liability coverage.
15. "**Occupying**" means in, on, entering, or exiting.
  16. "**Operator**" means the person sitting immediately behind the steering controls of a **motor vehicle** and no other person.
  17. "**Owned**", "**owns**", and "**ownership**" mean the person or entity:
    - a. holds legal title to the **vehicle**;
    - b. has legal possession of the **vehicle** that is subject to a written security agreement with an original term of six (6) months; or
    - c. has legal possession of the **vehicle** that is leased to a person or entity under a written agreement for a continuous period of six months or more.
  18. "**Owner**" means any person who, with respect to a **vehicle**, **owns** the **vehicle**.
  19. "**Pollutants**" means smoke, vapors, soot, fumes, acids, alkalis, chemicals, liquids, solids, gasses, sounds, waste materials, thermal pollutants, all other irritants and contaminants.
  20. "**Property damage**" means physical injury to, or destruction of tangible property including loss of use.
  21. "**Punitive damages**" means money that a judge or jury awards as a means of punishing a person, or setting an example. It includes any damages which are awarded for any purpose other than as compensatory damages for **bodily injury** or **property damage**.
  22. "**Relative**" means a person related to **you** by blood, marriage, or adoption, including a ward, stepchild, or foster child who is a **resident** of **your** household. Unmarried dependent children (including a ward or foster child) away from home, attending school, or in the armed forces, will be considered **residents** if:
    - a. they are under the age of twenty-five (25) years; and

- b. they intend to continue to **reside** in **your** household.
- 23. “**Resident**” and any other form of the word “**reside**” refers to a person living with, and inhabiting the same dwelling as **you**.
- 24. “**Trailer**” means a non-motorized trailer designed to be pulled on public roads by a **vehicle**. It includes a farm wagon, or farm implement while being towed by a **vehicle**. It does not include a mobile home, or a trailer used as a primary residence, office, store, display, or a passenger conveyance, or used in the **auto business**.
- 25. “**Vehicle**” means:
  - a. a self-propelled land **motor vehicle**:
    - (i) of the private passenger, pickup body, or van type;
    - (ii) designed for use principally upon public roads;
    - (iii) with four (4) or six (6) wheels and two (2) axles; and
    - (iv) with a rated load capacity of 4,000 pounds or less according to the manufacturer’s specifications.
  - “**Vehicle**” does not include step-vans, parcel delivery vans, or cargo cutaway vans or other vans with cabs separate from the cargo area except under the following four conditions:
    - (i) such vehicle is rented from a licensed rental agency;
    - (ii) there is a written rental agreement for a specified rental period;
    - (iii) such vehicle has a rated load capacity of no more than 4,000 pounds; and
    - (iv) such vehicle is used for personal use only;
  - b. a **motor home** shown on the **Dec Page**; or
  - c. a pickup camper or shell shown on the **Dec Page**.
- 26. “**Volunteer work**” means work performed without compensation other than:
  - a. reimbursement of actual expenses incurred;
  - b. disbursements of meals; or
  - c. other similar incidental compensation.

## **PART I – LIABILITY TO OTHERS**

### **INSURING AGREEMENT – BODILY INJURY LIABILITY; PROPERTY DAMAGE LIABILITY**

Subject to the Limits of Liability, if **you** pay the premium for liability coverage, **we** will pay damages, other than **punitive damages**, for **bodily injury** or **property damage** for which an **insured person** becomes legally responsible because of an **accident** arising out of the:

1. **ownership**, maintenance, or use of a **covered vehicle** or an **accident** arising out of the maintenance or use of a **non-owned vehicle**; or
2. use of any **trailer** while attached to a:
  - a. **covered vehicle**; or
  - b. **non-owned vehicle** while operated by an **insured person**.

Damages include prejudgment interest awarded against an **insured person**.

**We** will settle or defend, as **we** consider appropriate, any claim for damages covered by this Part I.

**We** have no duty to defend or indemnify any **insured person** in any criminal proceedings.

### **ADDITIONAL DEFINITION**

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

1. **you** or a **relative** listed by name as a driver on the **Dec Page** with respect to an **accident** arising out of the **ownership**, maintenance, or use of a **covered vehicle** or **non-owned vehicle** with the express or implied permission of the **owner** of the **vehicle**;
2. any person with respect to an **accident** arising out of that person’s use of a **covered vehicle** with the express or implied permission of **you** or a **relative**; and
3. any Additional Interest Insured listed on the **Dec Page**, with respect to liability for an **accident** arising out of the use of a **covered vehicle** or **non-owned vehicle** by a person described in 1. or 2. above.

## **ADDITIONAL PAYMENTS**

In addition to the applicable limits of liability, **we** will pay for an **insured person**:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of a judgment, until **we** have paid or tendered that portion of the judgment that does not exceed **our** Limit of Liability. This does not apply if **we** have not been given notice of the suit or the opportunity to defend an **insured person**;
3. premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to:
  - a. purchase bonds in an amount exceeding **our** Limit of Liability; or
  - b. apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** or traffic law violation arising out of the **ownership**, maintenance, or use of a **covered vehicle** or **non-owned vehicle**. **We** have no duty to apply for or furnish this bond;
5. all reasonable expenses, including loss of earnings not to exceed \$200 a day, incurred at **our** request; and
6. expenses incurred by an **insured person** for such immediate medical and surgical relief to any person, other than the **operator** of a **covered vehicle** or **non-owned vehicle**, as shall be imperative at the time of an **accident** involving a **covered vehicle** or **non-owned vehicle** insured hereunder.

We have no duty to reimburse anyone for any payment made or liability assumed, without our prior consent, in the investigation, defense, or settlement of any claim or lawsuit.

We have no duty to defend any criminal or administrative action, or to pay any fine or penalty.

**EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.**

Coverage under this Part I, including **our** duty to defend, does not apply to:

1. **bodily injury** or **property damage** arising out of the **ownership**, maintenance, or use of a **vehicle** or **trailer** while being used for **commercial use**. However, this exclusion does not apply to:
  - a. shared expense ride-share arrangements; or
  - b. use of a **vehicle** by an **insured person** in the course of the **insured person's volunteer work** for a tax-exempt organization;
2. any liability assumed by an **insured person** under any express or implied contract or bailment;
3. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers compensation, disability benefits, or similar laws;
4. **bodily injury** or **property damage** arising out of an **accident** involving a **vehicle** while being used by a person while employed or engaged in the **auto business**. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;
5. **bodily injury** or **property damage** resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
6. **bodily injury** or **property damage** due to nuclear reaction or radiation;
7. **bodily injury** or **property damage** for which insurance is or can be afforded under a nuclear energy liability policy. This exclusion applies even if the limits of that insurance are exhausted;
8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
9. **bodily injury** or **property damage** reasonably expected to arise out of an intentional act by or at the direction of an **insured person**, whether or not that person intended or had the capacity to intend the harm, or for liability of an **insured person** for failing to prevent another's intentional act;
10. **property damage** to any property **owned** by, rented to, being transported by, used by, or in the charge of an **insured person**. A **motor vehicle** operated by an **insured person** shall be considered to be property in the charge of an **insured person**. However, this exclusion does not apply to a rented residence or a rented garage damaged by a **covered vehicle**;

11. **bodily injury** or **property damage** resulting from a **relative's** operation or use of a **vehicle** or **trailer**, other than a **covered vehicle** or **trailer**, **owned** by **you** or a person who **resides** with **you**;
12. **bodily injury** or **property damage** resulting from **your** operation or use of a **vehicle** or **trailer** **owned** by **you**, other than a **covered vehicle**;
13. **bodily injury** or **property damage** resulting from, arising out of, or related to **pollutants** and/or **contamination** whether by a **vehicle** or an **insured person**. However, this exclusion does not apply to pollution caused by a hostile fire;
14. **bodily injury** or **property damage** arising out of the operation of farm machinery;
15. **bodily injury** or **property damage** arising out of the **ownership**, maintenance, or use of a **covered vehicle** or **trailer** while it is being leased or rented to others. However, this exclusion does not apply to the operation of a **covered vehicle** by **you** or a **relative**;
16. **bodily injury** or **property damage** caused by an **insured person** while a **motor vehicle** is being used to commit a felony or for any other purpose which is legally recognized to be criminal. This exclusion does not apply to a felony deemed as such due solely to an alcohol or speed violation;
17. **bodily injury** or **property damage** arising out of the **ownership**, maintenance, or use of a **vehicle** or **trailer** while it is parked and being used:
  - a. for commercial purposes;
  - b. as a residence or premises; or
  - c. as a premises for office, store, or display purposes;
18. **bodily injury** or **property damage** resulting from the **ownership**, maintenance, or use of any **vehicle** or **trailer**, other than a **covered vehicle**, in the course of any **business** other than farming or ranching. This exclusion applies only after the limits of liability required by the Nevada Financial Responsibility Law have been satisfied. The applicable minimum **bodily injury** limit is \$15,000 for each person and \$30,000 for each **accident**. The applicable minimum **property damage** limit is \$10,000 for each **accident**;
19. liability imposed upon or assumed by an **insured person** under any workers compensation law;
20. **bodily injury** to a fellow employee of an **insured person** injured in the scope and course of his or her employment. However, this exclusion shall not apply

- to **you** with respect to injury sustained by such fellow employee;
21. the loading or unloading of any **motor vehicle**. However, this exclusion does not apply to **you**, a **relative** listed by name as a driver on the **Dec Page**, a person listed by name as a driver on the **Dec Page**, a lessee or bailee of the **motor vehicle**, or an employee of any such person; or
  22. **bodily injury** or **property damage** resulting from the **ownership**, maintenance, or use of any **motor vehicle** with less than four wheels.

## LIMITS OF LIABILITY

The Limit of Liability shown on the **Dec Page** is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **trailers** shown on the **Dec Page**;
4. **insured persons**;
5. lawsuits brought;
6. **vehicles** involved in an **accident**;
7. premiums paid.

If the **Dec Page** shows a split limit:

1. the amount shown for “each person” is the most **we** will pay for all damages due to a **bodily injury** to one (1) person in any one (1) **accident**;
2. subject to the “each person” limit, the amount shown for “each accident” is the most **we** will pay for all damages due to a **bodily injury** to two (2) or more persons in any one (1) **accident**; and
3. the amount shown for “property damage” is the most **we** will pay for the aggregate of all **property damage** for which an **insured person** becomes liable from any one (1) **accident**.

The **bodily injury** limit for “each person” includes the aggregate of claims made for such **bodily injury** and claims derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

No one will be entitled to receive duplicate payments for the same elements of damages.

Any payment to a person under this Part I shall be reduced by any payment to that person under:

1. Part II - Medical Payments Coverage; and
2. Part III - Uninsured and Underinsured Motorist Bodily Injury Coverage.

A **vehicle** and attached **trailer** are considered one **vehicle**. Therefore, the Limits of Liability will not be increased for an **accident** involving a **vehicle** that has an attached **trailer**.

#### **FINANCIAL RESPONSIBILITY LAWS**

When **we** certify this policy as proof of financial responsibility this policy will comply with the law to the extent required. **You** must reimburse **us** if **we** make a payment under this provision that **we** would not have been obligated to make under the terms of this policy if this policy were not certified as proof of financial responsibility.

#### **OTHER INSURANCE**

If this policy and any other policy or bond providing similar insurance apply to the same **accident** or **loss**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** Limits of Liability bear to the total of all applicable limits. Any insurance **we** provide for a:

1. **non-owned vehicle**;
2. **trailer**, other than a **trailer** being towed by a **covered vehicle**; or
3. **vehicle** being used in the conduct of **business**;

will be excess over any other collectible insurance, self-insurance, or bond. Any insurance **we** provide for use of a **covered vehicle** by any person other than **you** will be excess over any other collectible insurance, self-insurance, or bond.

#### **OUT-OF-STATE INSURANCE**

If an **accident** to which this Part I applies occurs in any state or province other than the one in which a **covered vehicle** is principally garaged, and the state or province 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 **Dec 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 uses a **vehicle** in that state or province, this policy will provide the greater of:
  - a. the required minimum amounts and types of coverage; or
  - b. any higher limit **you** have elected, provided **you** have paid the premium for higher limits.

## **PART II – MEDICAL PAYMENTS COVERAGE**

### **INSURING AGREEMENT**

Subject to the Limit of Liability shown on the **Dec Page**, if **you** pay the premium for Medical Payments Coverage, **we** will pay the **usual and customary charge** for reasonable and necessary expenses, incurred:

1. within three (3) years from the date of the **accident** for medical services; and
2. within one (1) year from the date of the **accident** for funeral, burial, or cremation services;

because of **bodily injury**:

1. caused by an **accident**;
2. sustained by an **insured person**; and
3. arising out of the **ownership**, maintenance, or use of a **motor vehicle** or **trailer**.

If the injured **insured person** is a minor under the age of eighteen (18) at the time the **accident** occurs, **we** will pay, up to the limit of coverage that applies at the time the **accident** occurs, for reasonable and necessary expenses for medical services which, because of the age of the minor **insured person**, medically cannot be performed until after three (3) years from the **accident**. Under these circumstances, **we** will pay for such expenses incurred before the minor **insured person** reaches age eighteen (18).

## ADDITIONAL DEFINITIONS

When used in this Part II:

1. “**Insured person**” and “**insured persons**” mean:
  - a. **you** or any **relative**:
    - (i) while **occupying** a **covered vehicle** or **non-owned vehicle**; or
    - (ii) when struck by a **motor vehicle** or **trailer** while not **occupying** a **motor vehicle**;
  - b. any other person while **occupying** a **covered vehicle**; and
  - c. any person occupying a **trailer**:
    - (i) shown on the **Dec Page**;
    - (ii) **owned** by **you** while attached to a **covered vehicle**.

However, **we** do not insure any person while **occupying** a **covered vehicle**, **non-owned vehicle**, or **trailer**, without the permission of the **owner**.

2. “**Usual and customary charge**” means an amount that **we** determine represents a customary charge for services in the geographical area in which the service is rendered. **We** shall determine this amount through the use of independent sources of **our** choice.

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

### **EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II.**

1. The following exclusions identify the **motor vehicles** and **vehicle** uses for which **we** do not provide “Medical Payments Coverage.” **We** do not insure any person for **bodily injury** that occurs:
  - a. while **occupying** any **motor vehicle** that has less than four (4) wheels;
  - b. while **occupying** any **vehicle** or **trailer**, other than a **covered vehicle**, in the course of any **business** other than farming, or ranching;
  - c. while **occupying** any **vehicle** or **trailer** while being used as or located for use as a residence or premises;
  - d. while **occupying** any **vehicle** being used in practice or preparation for, or while participating in, any prearranged race, speed, demolition or stunting contest or activity;

- e. while **occupying**, or by being struck by a **covered vehicle** or a **trailer owned** by **you** that is hired, rented or leased to any person or organization;
  - f. while **occupying** or by being struck by, any **motor vehicle** other than a **covered vehicle**:
    - (i) that **you** have **owned** or leased for more than thirty (30) days; or
    - (ii) that is **owned** by, furnished to or available for the regular use of **you** or a **resident** of **your** household. However, this exclusion 1.f.(ii) does not apply to **you** or a **relative** if the **motor vehicle** is insured for **bodily injury** and **property damage** liability coverage;
  - g. while **occupying** a **vehicle** or **trailer** being used for **commercial use**. However, this exclusion does not apply to:
    - (i) shared expense ride-share arrangements; or
    - (ii) use of a **vehicle** by an **insured person** in the course of the **insured person's** **volunteer work** for a tax-exempt organization;
  - h. while **occupying**, or by being struck by, any **motor vehicle**:
    - (i) that operates on rails or crawler treads;
    - (ii) that is a farm-type tractor;
    - (iii) that is farm-type equipment; or
    - (iv) that is designed or modified for use off public roads; or
  - i. while a **covered vehicle** or **non-owned vehicle** is being used to commit a felony or for any other purpose which is legally recognized to be criminal. This exclusion does not apply to a felony deemed as such due solely to an alcohol or speed violation.
2. The following exclusions identify the causes and types of injury for which **we** do not provide "Medical Payments Coverage." **We** do not insure any person for **bodily injury**:
- a. that occurs in the course of employment if benefits are payable or must be provided under any workers compensation law;
  - b. when medical expenses for that injury are required to be paid by or will benefit the United States, Canada, or any state, province, or a political subdivision of any of these;
  - c. that is reasonably expected to arise out of an intentional act by, or at the request of, an **insured**

- person** seeking benefits under this Part II, whether or not that person intended or had the capacity to intend the harm; or
- d. caused by war, whether declared or not, nuclear reaction or nuclear radiation, or by radioactive contamination from any source.
3. The following exclusions identify the expenses for which **we** do not provide “Medical Payments Coverage.” **We** do not insure any person for expenses for:
- a. services or products that are experimental or for research;
  - b. services or products that are not recognized by the medical profession as primarily designed for treatment of a **bodily injury** of the kind suffered by the **insured person**;
  - c. membership in any program, club or health plan;
  - d. the purchase or rental of equipment, unless it is designed and manufactured solely for a recognized medical purpose; or
  - e. travel expenses, other than expenses for emergency and medically necessary transportation of the injured **insured person**.

### LIMITS OF LIABILITY

The Medical Payments Limit of Liability shown on the **Dec Page** is the most **we** will pay for each **insured person** injured in any one (1) **accident**, regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **trailers** shown on the **Dec Page**;
4. **insured persons**;
5. lawsuits brought;
6. **vehicles** involved in an **accident**; or
7. premiums paid.

Any amount payable to an **insured person** under this Part II will be reduced by any amount paid or payable for the same expense under:

1. Part I – Liability To Others; and
2. Part III – Uninsured and Underinsured Motorist Bodily Injury Coverage.

No one will be entitled to receive duplicate payments under this policy for the same elements of damages.

**NO DUPLICATION, STACKING, OR COMBINING  
OF MEDICAL PAYMENTS COVERAGE**

**IF YOU HAVE MORE THAN ONE (1) VEHICLE INSURED BY US, WE WILL NOT PAY ANY PERSON MORE THAN THE SINGLE HIGHEST LIMIT OF MEDICAL PAYMENTS COVERAGE WHICH WE PROVIDE ON ANY ONE (1) VEHICLE FOR AN ACCIDENT. MEDICAL PAYMENTS COVERAGE ON VEHICLES INSURED BY US CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.**

**OTHER INSURANCE**

If an **insured person** has other **motor vehicle** “Medical Payments Coverage” from a source other than **us**, the coverage provided by **us** is excess over any other **motor vehicle** “Medical Payments Coverage” that is available.

**WHO WE WILL PAY**

We may, at **our** option, pay covered benefits to an **insured person**, to a person providing the services, or to a person responsible for payment of the expenses.

**PART III – UNINSURED AND  
UNDERINSURED MOTORIST  
COVERAGE**

**INSURING AGREEMENT – UNINSURED AND  
UNDERINSURED MOTORIST BODILY INJURY  
COVERAGE**

Subject to the Limits of Liability shown on the **Dec Page**, if **you** pay the premium for Uninsured And Underinsured Motorist Bodily Injury Coverage, **we** will pay for damages, other than **punitive damages**, which an **insured person** is legally entitled to recover from the **owner** or **operator** of an **uninsured motor vehicle** or an **underinsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by **accident**; and
3. arising out of the **ownership**, maintenance, or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.

We will not pay damages to any **insured person** until there has been compliance with all policy provisions.

Determination of whether an **insured person** is legally entitled to recover damages and the amount of the damages will be made by agreement between the **insured person** and us.

#### **ADDITIONAL DEFINITIONS**

When used in this Part III:

1. **“Insured person”** and **“insured persons”** mean:
  - a. **you** or a **relative**, except when **occupying** a vehicle other than a **covered vehicle**, without the express or implied permission of the **owner**;
  - b. any person **occupying** a **covered vehicle** or **trailer** while it is attached to a **covered vehicle** with the express or implied permission of **you** or a **relative**; and
  - c. any person who is entitled to recover damages covered by this Part III because of **bodily injury** sustained by a person described in a. or b. above.
2. **“Motor Vehicle”** means any vehicle or **trailer** designed for use principally upon public streets and highways and subject to motor vehicle registration laws. **“Motor vehicle”** does not include a vehicle:
  - a. operated on rails or crawler-treads;
  - b. designed mainly for use off public roads while not on public roads;
  - c. being used as a residence or premises.
3. **“Property damage”** means physical damage to or destruction of a **covered vehicle** caused by an **uninsured motor vehicle**. However, **property damage** does not include loss of use of a **covered vehicle**;
4. **“Underinsured motor vehicle”** means a **motor vehicle** of any type to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but its limit of liability for **bodily injury** is less than the damages which an **insured person** is entitled to recover from the **owner** or **operator** of the **motor vehicle** for **bodily injury**.

An **underinsured motor vehicle** does not include any **motor vehicle** or equipment:

- a. **owned** by or furnished to, or available for the regular or frequent use of **you** or a **relative**;

- b. owned by a governmental unit or agency. However, this limitation does not apply to damages for **bodily injury** caused by an at-fault **owner** or **operator** if those damages are limited by NRS 41.035. In that event, the **insured person** may recover the actual damages that exceed that limitation of liability, up to the limits of his or her own coverage;
  - c. that is a **covered vehicle**;
  - d. not required to be registered as a **motor vehicle**;  
or
  - e. that is an **uninsured motor vehicle**.
5. "**Uninsured motor vehicle**" means a **motor vehicle** of any type:
- a. to which no liability bond or policy applies at the time of the **accident**;
  - b. to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but its limit of liability for **bodily injury** is less than the minimum limit of liability for **bodily injury** required by Nevada law for one **vehicle**;
  - c. that is a hit-and-run vehicle whose **operator** or **owner** cannot be identified and which has physical contact with:
    - (i) **you** or a **relative**;
    - (ii) a **vehicle** that **you** or a **relative** are **occupying**; or
    - (iii) a **covered vehicle**;
 provided that the **insured person** or someone on his or her behalf, reports the **accident** to the police or civil authority within twenty-four (24) hours or as soon as practicable after the **accident**;  
or
  - d. to which a **bodily injury** liability bond or policy applies at the time of the **accident** but the bonding or insuring company denies coverage without reservation, or is or becomes insolvent within two (2) years after the **accident**.

An **uninsured motor vehicle** does not include any **motor vehicle** or equipment:

- a. **owned** by, or furnished to, or available for the regular or frequent use of **you** or a **relative**;
- b. **owned** or operated by a self-insurer as contemplated by any financial responsibility law, motor carrier law or similar law, except a self-insurer that is or becomes insolvent;
- c. **owned** by any governmental unit or agency;

- d. that is a **covered vehicle**;
- e. not required to be registered as a **motor vehicle**;  
or
- f. that is an **underinsured motor vehicle**.

**EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.**

Coverage under this Part III is not provided for **bodily injury** sustained by any person:

1. while **occupying** or being struck by a **motor vehicle owned** by **you** or a **relative** for which insurance is not afforded under this Part III. This exclusion applies only after the limits of liability required by the Nevada Financial Responsibility Law have been satisfied. The applicable minimum **bodily injury** limit is \$15,000 for each person and \$30,000 for each **accident**;
2. if that person or the legal representative of that person makes a settlement without **our** written consent;
3. while **occupying** a **covered vehicle, trailer** or **non-owned vehicle** when used for **commercial use**. However, this exclusion does not apply to:
  - a. shared expense ride-share arrangements; or
  - b. use of a **vehicle** by an **insured person** in the course of the **insured person's volunteer work** for a tax-exempt organization.This exclusion applies only after the limits of liability required by the Nevada Financial Responsibility Law have been satisfied. The applicable minimum **bodily injury** limit is \$15,000 for each person and \$30,000 for each **accident**;
4. in any instance where it would benefit an insurer or self-insurer under any workers compensation law, or disability benefits law, or the United States, or any state, or political subdivision thereof; or
5. resulting from the **ownership, maintenance, or use** of any **vehicle** or **trailer**, other than a **covered vehicle**, in the course of any **business** other than farming or ranching. This exclusion applies only after the limits of liability required by the Nevada Financial Responsibility Law have been satisfied. The applicable minimum **bodily injury** limit is \$15,000 for each person and \$30,000 for each **accident**.

## LIMITS OF LIABILITY

The Limits of Liability shown on the **Dec Page** for **bodily injury** coverage under this Part III is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. claimants making a claim;
4. **insured persons**;
5. lawsuits brought;
6. vehicles involved in an **accident**;
7. premiums paid; or
8. policies issued by **us**.

If the **Dec Page** shows a split limit:

1. the amount shown for “each person” is the most **we** will pay for all damages due to **bodily injury** to one (1) person in any one (1) **accident**; and
2. subject to the “each person” limit, the amount shown for “each **accident**” is the most **we** will pay for all damages due to **bodily injury** to two (2) or more persons in any one (1) **accident**.

The **bodily injury** limit of liability under this Part III for “each person” includes the aggregate of claims made for such **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to:

1. emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another;
2. loss of society;
3. loss of companionship;
4. loss of care or services;
5. loss of consortium; and
6. wrongful death.

**NO DUPLICATION, STACKING, OR COMBINING OF UNINSURED AND UNDERINSURED MOTORIST BODILY INJURY COVERAGE.**

**IF YOU HAVE MORE THAN ONE (1) VEHICLE INSURED BY US, WE WILL NOT PAY ANY INSURED PERSON MORE THAN THE SINGLE HIGHEST LIMIT OF UNINSURED AND UNDERINSURED MOTORIST BODILY INJURY COVERAGE WHICH WE PROVIDE ON ANY ONE (1) VEHICLE FOR AN ACCIDENT. UNINSURED AND UNDERINSURED MOTORIST BODILY INJURY COVERAGE ON MORE THAN ONE (1) VEHICLE INSURED BY US CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.**

In determining the amount payable under this Part III, the damages for **bodily injury** suffered by an **insured person** shall be reduced by all sums paid or payable for **bodily injury**:

1. by or on behalf of any person or organization that may be legally responsible, including, but not limited to, all sums paid or payable under Part I – Liability To Others;
2. under any motor vehicle Medical Payments Coverage;
3. under any of the following or similar laws:
  - a. workers compensation law; or
  - b. disability benefits law; and
4. under a disability benefits coverage or policy of disability insurance.

**Our** Limit of Liability for this Part III coverage shall not exceed the limit shown on the **Dec Page** for **bodily injury** to an **insured person**. No one shall be entitled to receive duplicate payments for the same elements of loss.

Subject to the Limits of Liability under this Part III, the maximum **we** will pay for damages caused by the **operator** of an **underinsured motor vehicle** shall be no more than the amount by which the **bodily injury** damages exceed the sum of all applicable limits of liability available to the **owner** and **operator** of the **underinsured motor vehicle**. If an **insured person**

enters into a settlement agreement for an amount less than the sum of the limits of liability under all applicable **bodily injury** liability bonds and policies, then **our** limit of liability for Underinsured Motorist Coverage shall not exceed the difference between the **insured person's** damages and the sum of the applicable **bodily injury** liability limits.

Any payment made to a person under this Part III shall reduce any amount that the person is entitled to recover under Part I – Liability To Others.

No one will be entitled to receive duplicate payments under this policy for the same elements of damages.

Any judgment or settlement for damages against an **operator** or **owner** of an **uninsured motor vehicle** or **underinsured motor vehicle** which arises out of a lawsuit brought without **our** consent is not binding on **us** unless the **insured person** provided **us** with written notice at the commencement of the legal action against the liable party, and **we** were given the opportunity to appear and defend **our** interests.

#### **OTHER INSURANCE**

If this policy and any other policy providing similar insurance apply to the same **accident** or **loss**, any insurance **we** provide shall be excess over any other uninsured or underinsured motorist bodily injury coverage. Our coverage will begin only after coverage under the other policies is exhausted. No one shall be entitled to receive duplicate payments for the same elements of **loss**.

#### **ADDITIONAL DUTIES**

Each **insured person** who seeks benefits under this Part III for **bodily injury** must:

1. provide **us** with a statement under oath stating whether he or she has a workers compensation claim for the **bodily injury**; and
2. provide **us** with copies of the following documents as soon as they are available:
  - a. the lawsuit for damages filed against the **owner** or **operator** of the **uninsured motor vehicle** or **underinsured motor vehicle**; and

b. pleadings and depositions in the lawsuit that relate to the issues of liability and damages. We will pay the reasonable cost of copying and mailing these documents to us.

**INSURING AGREEMENT– UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE**

Subject to the Limits of Liability shown on the **Dec Page**, if you pay the premium for Uninsured Motorist Property Damage Coverage, we will pay for damages, other than **punitive damages**, which an **insured person** is legally entitled to recover from the **owner** or **operator** of an **uninsured motor vehicle** due to **property damage**:

1. to a **covered vehicle** listed on the **Dec Page** as a **vehicle** for which Uninsured Motorist Property Damage Coverage is provided;
2. caused by an **accident**; and
3. arising out of actual physical contact with an **uninsured motor vehicle**;

provided that no other property damage insurance is available.

The **owner** or **operator** of the **uninsured motor vehicle** must be identified, or the **motor vehicle** must be identified by its license number and:

- a. a police report of the **accident** must be made by **you** or someone on **your** behalf; and
- b. a report of the **accident** must be made to **us** within ten (10) business days of the **accident**.

**EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.**

Coverage under this Part III is not provided for **property damage** for:

1. a **covered vehicle** while being used for **commercial use**. However, this exclusion does not apply to:
  - a. shared expense ride-share arrangements; or
  - b. use of a **vehicle** by an **insured person** in the course of the **insured person's volunteer work** for a tax-exempt organization;
2. personal property, regardless of its **ownership**;

3. any equipment, accessories, or components, unless it is **owned** by **you** and is permanently attached to a **covered vehicle**;
4. a pickup camper or shell, whether or not it is permanently attached to a **covered vehicle**;
5. loss of use of, or the cost of any temporary replacement for, a **covered vehicle**; or
6. a decrease in the value of a **covered vehicle**, or its parts, components, or equipment.

#### **LIMITS OF LIABILITY**

The Limits of Liability shown on the **Dec Page** for **property damage** coverage under this Part III is the most we will pay regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. claimants making a claim;
4. **insured persons**;
5. lawsuits brought;
6. vehicles involved in an **accident**;
7. premiums paid; or
8. policies issued by **us**.

For **property damage** to a **covered vehicle** to which this Part III applies we will pay the following:

1. If a **covered vehicle** is insured by **us** under Part IV Damage To A Vehicle Collision Coverage, we will waive the deductible for that **covered vehicle** as shown on the **Dec Page**.
2. If a **covered vehicle** is not insured by **us** under Part IV Damage to A Vehicle Collision Coverage, we will pay the lesser of:
  - a. \$3,500; or
  - b. the **actual cash value** of the **covered vehicle** prior to the **accident**; or
  - c. the actual cost to repair or replace the damage to the **covered vehicle**.

**NO DUPLICATION, STACKING, OR COMBINING OF UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE.**

**IF YOU HAVE MORE THAN ONE (1) VEHICLE INSURED BY US, WE WILL NOT PAY ANY INSURED PERSON MORE THAN THE SINGLE HIGHEST LIMIT OF UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE WHICH WE PROVIDE ON ANY ONE (1) VEHICLE FOR AN ACCIDENT. UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE ON MORE THAN ONE (1) VEHICLE INSURED BY US CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.**

**OTHER INSURANCE**

When **you** have other Uninsured Motorist Property Damage Coverage that applies, the coverage **we** provide is excess over other such insurance.

**PART IV – DAMAGE TO A VEHICLE**

**INSURING AGREEMENT – COLLISION COVERAGE**

If **you** pay the premium for Collision Coverage, **we** will pay for **loss** to a:

1. **covered vehicle** for which Collision Coverage has been purchased;
2. **non-owned vehicle**; or
3. **trailer**;

when it overturns or collides with another object, subject to the Limits of Liability.

**INSURING AGREEMENT – COMPREHENSIVE COVERAGE**

If **you** pay the premium for Comprehensive Coverage, **we** will pay for comprehensive **loss** to a:

1. **covered vehicle** for which Comprehensive Coverage has been purchased;

2. **non-owned vehicle**; or
  3. **trailer**;
- subject to the Limits of Liability.

A comprehensive **loss** is a **loss** to a **covered vehicle**, **non-owned vehicle**, or **trailer**, other than a **loss** covered under Collision Coverage, including, but not limited to, any of the following:

1. contact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny;
8. windstorm, hail, water, or flood; or
9. breakage of glass.

#### **ADDITIONAL TRANSPORTATION EXPENSE**

In addition, **we** will pay **you** up to \$20 per day, but not more than \$600 per **loss**, for:

1. transportation expense incurred by **you** if a **covered vehicle** to which Comprehensive Coverage applies is stolen; or
2. loss of use damages that **you** are legally liable to pay if a **non-owned vehicle** is stolen.

Transportation expenses and loss of use damages coverage begins forty-eight (48) hours after **you** report the theft to **us** and ends the earliest of:

1. when the **covered vehicle** or **non-owned vehicle** has been recovered and returned to **you** or its **owner**;
2. when the **covered vehicle** or **non-owned vehicle** has been recovered and repaired;
3. when the **covered vehicle** or **non-owned vehicle** has been replaced;
4. forty-eight (48) hours after **we** make an offer to pay the limit of liability that applies under this Part IV if the **covered vehicle** or **non-owned vehicle** is deemed by **us** to be a **total loss** or unrecoverable.

**You** must provide **us** with written proof of **your** transportation expenses and loss of use damages. **We** will pay for such expenses only if the **Dec Page** indicates that Comprehensive Coverage is provided for that **vehicle**.

Duplicate recovery for identical elements of damages is not permitted by this policy.

The Additional Transportation Expense shall not apply to a **covered vehicle** if Rental Reimbursement Coverage has been purchased.

### **INSURING AGREEMENT – SPECIAL EQUIPMENT COVERAGE**

Subject to the Limits of Liability, if **you** pay the premium for Comprehensive Coverage or Collision Coverage, **we** will pay for theft of, or damage to, **special equipment** resulting from any **loss** for which Comprehensive Coverage or Collision Coverage is provided under the terms of this policy. All payments for **loss** to **special equipment** shall be reduced by the applicable deductible, but only one deductible may be applied to any one **loss** in an **accident** which is covered by this Part IV.

The limit of liability for **loss** to **special equipment** is the lowest of:

1. the **actual cash value** of such **special equipment**, reduced by the applicable deductible, and by its salvage value if **you** or the **owner** retain the salvage;
2. the amount necessary to repair such **special equipment** reduced by the applicable deductible;
3. the amount necessary to replace such **special equipment** reduced by the applicable deductible, and reduced by its salvage value if **you** or the **owner** retain the salvage; or
4. the limit of:
  - a. \$1,000; or
  - b. if **you** have purchased Special Equipment Coverage in an amount greater than \$1,000 the Special Equipment Coverage Limit of Liability shown on the **Dec Page** for the applicable **covered vehicle**.

**We** will reduce the amount of the **loss** to **special equipment** by its salvage value if **you** or the **owner** retain the salvage.

Coverage for **special equipment** shall not cause our limit of liability for **loss** to a **vehicle** under this Part IV to be increased to an amount in excess of:

- a. the actual cash value of the **vehicle**, including its **special equipment**; or

- b. any applicable Limits of Liability or Stated Amount Vehicle Coverage elected by **you**.

### **INSURING AGREEMENT – VEHICLE LOAN/LEASE PROTECTION**

In the event of a covered **total loss** to a **covered vehicle** shown on the **Dec Page** for which a specific premium charge indicates that Vehicle Loan/Lease Protection applies, **we** will pay any unpaid amount due on the **lease** or **loan** for a **covered vehicle** less:

1. the amount paid under Collision or Comprehensive coverage under Part IV of this policy;
2. the applicable deductible shown on the **Dec Page** for Collision or Comprehensive coverage; and
3. any:
  - a. overdue lease/loan payments at the time of the **loss**;
  - b. financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. security deposits not refunded by a lessor;
  - d. costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease;
  - e. carry-over balances from previous loans or leases or increases to the loan balance occurring after the date of purchase; and
  - f. amount by which the original loan balance exceeded the overall purchase price of the **covered vehicle**.

### **ADDITIONAL DEFINITIONS**

When used in this Part IV:

1. “**Insured**” means:
  - a. **you**, a **relative** listed by name as a driver on the **Dec Page**, or any **resident** listed by name as a driver on the **Dec Page**; and
  - b. any person, other than a **resident** or **relative** NOT listed by name as a driver on the **Dec Page**, maintaining, using, operating, or having custody of a **vehicle** with **your** permission.
2. “**Lease**” means an account secured by the **covered vehicle** with **you** as the lessee and a licensed financial institution as the lessor.

3. **“Loan”** means an account secured by the **covered vehicle** where funds have been advanced by a licensed financial institution to **you**.
4. **“Non-owned vehicle”** means any **vehicle** that is not **owned** by, or registered to, or available for the regular use of **you**, a **relative**, **your non-resident spouse** or ex spouse, a person **residing** with **you**, a person listed by name as a driver on the **Dec Page**, **your** employer, or any legal entity in which **your** and/or a **relative’s** combined **ownership** interest exceeds twenty (20) percent, while in the custody of, or being operated by, **you** or a **relative** listed by name as a driver on the **Dec Page** with the express or implied permission of the **owner**. A **“non-owned vehicle”** will be provided the broadest coverage applicable to any **vehicle** shown on the **Dec Page**.
5. **“Special equipment”** means equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:
  - a. are permanently installed or attached; and
  - b. alter the appearance or performance of a **vehicle**. This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in a **covered vehicle** or **non-owned vehicle** using bolts or brackets, including slide-out brackets.
6. **“Total loss”** means **we** elect to pay the limit of liability shown on the **Dec Page** or the agreed or **actual cash value** of the **covered vehicle** for a covered comprehensive or collision **loss** rather than to repair or replace the **covered vehicle**.
7. **“Trailer”** means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by a **vehicle**, that is:
  - a. **owned** by **you** and listed on the **Dec Page**; or
  - b. not **owned** by **you**, while being towed by a **covered vehicle**.

**“Trailer”** does not include a mobile home, or a trailer used as a primary residence, office, store, display, or passenger conveyance, or used in the **auto business**.

**EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.**

Coverage under this Part IV does not apply for **loss**:

1. to a **covered vehicle, non-owned vehicle, or trailer**, while being used for **commercial use**. However, this exclusion does not apply to:
  - a. shared expense ride-share arrangements; or
  - b. use of a **vehicle** by an **insured** in the course of the **insured's volunteer work** for a tax exempt organization;
2. resulting from the **ownership, maintenance, or use of any vehicle or trailer**, other than a **covered vehicle** in the course of any **business** other than farming or ranching;
3. to a **non-owned vehicle or trailer**, while being used or driven by a person while employed or engaged in the **auto business**. However, this exclusion does not apply to **you, a relative, or an agent or employee of you or a relative**, when using a **covered vehicle**;
4. to a **covered vehicle, non-owned vehicle, or trailer** resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
5. to a **covered vehicle, non-owned vehicle, or trailer**, due to nuclear reaction or radiation;
6. to a **covered vehicle, non-owned vehicle, or trailer**, for which insurance is or can be afforded under a nuclear energy liability policy;
7. to a **covered vehicle, non-owned vehicle, or trailer** caused directly or indirectly by:
  - a. war (declared or undeclared), including civil war;
  - b. warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
  - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
8. due to destruction or confiscation by government or civil authorities of a **covered vehicle, non-owned vehicle, or trailer**, because **you** or any **relative** engaged in illegal activities;

9. to a **covered vehicle, non-owned vehicle, or trailer**, arising out of an intentional act by or at the direction of **you, a relative, or the owner** of the **non-owned vehicle or trailer** whether or not that person intended or had the capacity to intend the damage;
10. to a **covered vehicle, non-owned vehicle, or trailer**, that is due and confined to:
  - a. wear and tear;
  - b. freezing;
  - c. mechanical or electrical breakdown or failure;
  - d. road damage to tires; or
  - e. faulty workmanship by **you** or a **relative**, or by a facility or person chosen by **you** or a **relative**.

However, this exclusion does not apply if the damage results from the total theft of a **covered vehicle, non-owned vehicle, or trailer**;

11. due to theft or conversion of a **covered vehicle, non-owned vehicle or trailer**:
  - a. by **you, a relative, or any resident** of your household;
  - b. prior to its delivery to **you** or a **relative**; or
  - c. while in the care, custody, or control of anyone engaged in the **business** of subleasing, leasing, or selling the **vehicle or trailer**. This exclusion 11.c. applies whether the theft, embezzlement or unlawful conversion of the **vehicle or trailer** was committed by the person to whom the **vehicle or trailer** was entrusted or by any other person;
12. to wearing apparel, equipment, devices, accessories, and any other personal effects which are not permanently installed or attached by brackets or bolts. This includes, but is not limited to:
  - a. tapes, compact discs, cassettes, and other recording or recorded media;
  - b. any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;
  - c. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions;
  - d. CB radios, telephones, two-way mobile radios, or televisions; and
  - e. portable CD or DVD players or IPODs;
13. to a camper body or slide on camper either permanently installed or detachable. However, this exclusion shall not apply if such equipment is specifically listed on the **Dec Page** or as Special Equipment pursuant to an endorsement;

14. to **special equipment** in excess of the applicable Limits of Liability;
15. to a **covered vehicle, non-owned vehicle, or trailer**, for diminution of value. Diminution of value means any decrease in the property's value, however measured, resulting from **loss**, repair or replacement;
16. due to illegal sale, or repossession of a **vehicle or trailer** by the rightful **owner**;
17. resulting from the purchase of any **vehicle or trailer** from any person or organization, other than its rightful **owner**;
18. to any expense resulting from the loss of use of a **vehicle or trailer**; or to any **loss** whatsoever to the extent that the expense or **loss** arises by reason of the unavailability of stock repair parts or repair service in the vicinity of the place where the **loss** to the **vehicle or trailer** occurs or the stolen **vehicle or trailer** is recovered;
19. resulting from lack of lubricant, coolant or **loss** resulting from seepage of water;
20. to any obligation assumed by **you**, or the registered **owner** or legal **owner** of a **vehicle or trailer**, for any of the following costs:
  - a. estimating fees;
  - b. teardown charges;
  - c. handling fees;
  - d. negotiating charges;
  - e. administrative fees;
  - f. higher than reasonable (for the area) storage or towing fees; or
  - g. any other charges which are not part of the necessary cost of repairing the **vehicle or trailer**;
21. occurring while a **covered vehicle, non-owned vehicle, or trailer** is being used in any illegal trade or transportation, or to commit a felony, or for any other purpose which is legally recognized to be criminal. This exclusion does not apply to a felony deemed as such due solely to an alcohol or speed violation;
22. to, or loss of use of, a **non-owned vehicle** if a public automobile rental agency is precluded from recovering such **loss** or loss of use from **you** or a **relative**, pursuant to the provisions of any applicable rental agreement or state law;
23. arising out of the **ownership**, maintenance, or use of a **covered vehicle or trailer** while being leased or rented to others; or

24. to a **covered vehicle, non-owned vehicle, or trailer** caused directly or indirectly by mold, mildew, or fungus, including any type or form of:
  - a. decomposing or disintegrating organic material or microorganism;
  - b. organic surface growth on moist, damp, or decaying matter;
  - c. yeast or spore-bearing plant-like organism; or
  - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew, or fungus if such **loss** is caused by any other **loss** covered under this Part IV.

#### **LIMITS OF LIABILITY**

1. The Limit of Liability for **loss** to a **covered vehicle, non-owned vehicle, or trailer** will be the lowest of:
  - a. the **actual cash value** of the stolen or damaged property at the time of the **loss**, reduced by the applicable deductible shown on the **Dec Page**, and by its salvage value if **you** or the **owner** retain salvage;
  - b. the amount necessary to replace or repair the stolen or damaged property to its pre-**loss** condition with parts or property of like kind and quality, reduced by the applicable deductible shown on the **Dec Page**, and by its salvage value if **you** or the **owner** retain salvage; or
  - c. the Limit of Liability on the **Dec Page**, if one is shown, reduced by the applicable deductible shown on the **Dec Page**, and by its salvage value if **you** or the **owner** retain salvage.

However, if the **loss** is to a **trailer**:

- a. the most we will pay for **loss** to a **trailer** that is shown on the **Dec Page** is the limit of liability shown on the **Dec Page** for the **trailer** sustaining the **loss**; and
  - b. the most we will pay for **loss** to any other **trailer** is \$500.
2. Payments for **loss** covered under Collision, Comprehensive and Special Equipment Coverage are subject to the following provisions:
    - a. no more than one deductible shall be applied to any one covered **loss**;

- b. if coverage applies to a **non-owned vehicle**, the highest deductible on any **covered vehicle** shall apply;
  - c. if a Limit of Liability is shown on the **Dec Page** for a **covered vehicle** or **trailer**, that stated amount will be the total Limit of Liability applicable for **loss** to the **covered vehicle** or **trailer**, including its special equipment;
  - d. an adjustment for depreciation and physical condition will be made in determining the Limit of Liability at the time of the **loss**. If new parts are used to replace parts normally subject to wear and tear, depreciation will be taken to the extent of the wear and tear. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment;
  - e. in determining the amount necessary to repair damaged property to its pre-**loss** condition, the amount to be paid by **us**:
    - (i) shall not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and
    - (ii) will be based on the cost of repair or replacement parts and equipment which may be new, refurbished, reconditioned, remanufactured, restored, or used, including, but not limited to:
      - (1) original manufacturer parts or equipment; and
      - (2) non-original manufacturer parts or equipment;
  - f. the **actual cash value** is determined by the market value, age, and condition of the **vehicle** or **trailer** at the time the **loss** occurs; and
  - g. duplicate recovery for identical elements of damages is not permitted.
- 3. If more than one **vehicle** or **trailer** is shown on the **Dec Page**, coverage will be provided as specified on the **Dec Page** as to each **vehicle** or **trailer**.
  - 4. No deductible will apply to a **loss** to window glass when the glass is repaired instead of replaced.
  - 5. If two or more deductibles apply to any one covered **loss**, only the lowest deductible will apply.
  - 6. No deductible will apply to a Collision Coverage **loss** if:

- a. **you** are legally entitled to recover the amount of the **loss** from the **owner** or **operator** of a **motor vehicle** that caused the **loss**;
- b. the **owner** or operator of the **motor vehicle** that caused the **loss** is identified and has insurance that will cover the **loss** or is self-insured and will cover the **loss**; and
- c. the amount of repairs to the **covered vehicle, non-owned vehicle, or trailer** exceeds the amount of the deductible.

Payments for **loss** covered under Collision and Comprehensive Coverage in this Part IV are also subject to the following provisions:

To determine the amount necessary to repair the damaged property to its pre-**loss** condition as referred to in paragraph 1.b., the total cost of necessary repair will be reduced by:

1. the cost of labor, parts, and materials necessary to repair or replace damage, deterioration, defects, or wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the **accident** or **loss** and that is eliminated as a result of the repair or replacement of property damaged in the **accident** or **loss**. This adjustment for physical condition includes, but is not limited to, broken, cracked, or missing parts, rust, dents, scrapes, gouges, and peeling paint;
2. an amount for depreciation (also referred to as betterment) that represents a portion of the cost of mechanical parts (parts that wear out over time and have a useful life typically shorter than the life of the vehicle as a whole) that are installed as replacements for existing mechanical parts that were defective, inoperable, or nonfunctional prior to the **accident** or **loss**, which **we** deem necessary to replace in the course of repair; and
3. an amount for depreciation (also referred to as betterment) that represents a portion of the cost for replacement tires, batteries, engine, or transmission, determined by the proportional increase in the useful life of the replacement part when compared to the replaced part. For example, if **we** replace a twenty-four (24) month old battery that had a manufacturer's rated life of sixty (60) months with a new sixty (60) month rated battery, **our** payment for the battery is reduced by forty percent (40%) and **you** are

responsible to pay that forty percent (40%) portion of the cost of the battery. However, the reduction of the amount **we** will pay for a new or rebuilt engine or transmission will be determined by using the proportion of the actual miles used before replacement, after reducing the miles used by 80,000, bears to 150,000 miles (or any other measure of useful engine life as reasonably determined by **us**). If **we** replace an engine or transmission that has less than 80,000 miles of use, no reduction shall be taken.

However, any reduction under this provision for betterment:

1. is limited to the amount that represents a measurable increase in market value; and
2. may not exceed the replacement costs of any missing part or parts.

When a **vehicle** is damaged, whether or not such damage is covered under this policy, **our** liability shall be reduced by the amount of such damage until repairs have been completed, but shall then attach as originally written without additional premium.

#### **INSURING AGREEMENT – TOWING AND LABOR COSTS**

If **you** pay the premium for Towing and Labor Costs Coverage, **we** will pay for towing and labor cost incurred by **you** as a result of the disablement of a **covered vehicle** for which this coverage has been purchased or **non-owned vehicle**, subject to the Limit of Liability shown on the **Dec Page**, provided that:

1. the labor is performed at the place of disablement; and
2. the disablement does not occur at **your** residence.

#### **INSURING AGREEMENT – FULL COMPREHENSIVE SAFETY GLASS COVERAGE**

If **you** pay a premium for Full Comprehensive Safety Glass Coverage, **we** will pay under Comprehensive Coverage, without a deductible, for **loss** to glass used in the windshield, doors and windows of a **covered vehicle**.

## INSURING AGREEMENT – RENTAL CAR REIMBURSEMENT COVERAGE

If **you** pay the premium for Rental Car Reimbursement Coverage **we** agree to the following:

1. For **losses** other than theft of the entire **vehicle**:

**We** will pay up to the specified limits on the **Dec Page** for each day for up to thirty (30) days, for any one **accident**, the rental charges incurred by **you** when **you** rent a **vehicle** from a licensed rental agency or licensed vehicle repair shop due to a **loss** to a **covered vehicle**, other than a total theft, that is payable under this Part IV. Rental charges will be reimbursed beginning:

- a. when the **covered vehicle** cannot be driven due to a **loss**; or
- b. if the **covered vehicle** can be driven, when **you** deliver the **covered vehicle** to a licensed vehicle repair shop for repairs due to the **loss**;

and ending the earliest of when the **covered vehicle** has been repaired, replaced, or if the **covered vehicle** is deemed by **us** to be a **total loss**, forty-eight (48) hours after **we** make an offer to pay **our** Limit of Liability for the **covered vehicle**.

**You** must provide **us** with written proof of **your** rental charges.

Duplicate recovery for identical elements of damages is not permitted under this policy.

2. For theft of the entire **vehicle**:

**We** will pay up to the specified limits on the **Dec Page** for each day for up to thirty (30) days, the rental charges incurred by **you** when **you** rent a **vehicle** from a licensed rental agency or licensed vehicle repair shop due to a **loss** to a **covered vehicle** that is covered under this Part IV.

Reimbursement will be for the period beginning 12:01 A.M. on the day following the day the theft is reported to **us** and the police, and terminating at 12:01 A.M. on the day following **our** settlement offer for the theft, or if the **covered vehicle** is recovered

before settlement, terminating at 12:01 A.M. on the day following completion of repair.

**You** must provide **us** with written proof of **your** transportation expenses. **We** will pay for such expenses only if the **Dec Page** indicates that Comprehensive Coverage is provided for that **vehicle**.

Duplicate recovery for identical elements of damages is not permitted under this policy.

Theft of the entire **vehicle** and any subsequent damages following the theft and before repairs are completed, shall be considered a single **loss**. This benefit is not payable for any period that the **vehicle** is in the possession of any **insured** and is drivable.

#### **NEW CAR ADDED PROTECTION**

If **you** have both Collision Coverage and Comprehensive Coverage in effect under this policy at the time of **loss** to **your covered vehicle** and the **loss** is covered under either of those coverages, **we** will provide New Car Added Protection for that **covered vehicle** if:

1. **your** Policy Declaration indicates that New Car Added Protection Coverage is in effect for that **covered vehicle**;
2. **you** are the original owner of that **covered vehicle**;
3. that **covered vehicle** was not previously titled; and
4. the **loss** occurs during a policy period that began any time during a calendar year in which that **covered vehicle** was two model years old or less.

New Car Added Protection Coverage does not automatically apply to any replacement vehicle or additional vehicle **you** acquire during the policy period.

##### **A. Repair Provision**

In the event of a covered **loss**, other than a **total loss**, due to physical damage to the **covered vehicle** to which New Car Added Protection Coverage applies, **we** will repair that **covered vehicle**, without depreciation. This Repair Provision does not apply to **loss** caused by fire, theft, larceny, or flood. This repair provision does not apply to a leased vehicle.

The most **we** will pay to repair the **covered vehicle** will be the lesser of the following, reduced by any

amount paid or payable under the Collision Coverage or Comprehensive Coverage of this policy and any deductible for which **you** are responsible under Collision Coverage or Comprehensive Coverage of this policy:

1. 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
2. the **actual cash value** of the **covered vehicle** at the time of **loss**, which may include a deduction for depreciation.

**We** reserve the right to repair or replace the damaged property or part, or to pay for the **loss** in money.

**LIMITATION:** 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.

**B. Replacement Provision**

In the event of a covered **total loss** due to physical damage to the **covered vehicle** to which New Car Added Protection applies, **we** will pay to replace that **covered vehicle**. This Replacement Provision does not apply to **loss** caused by fire, theft, larceny or flood. This Replacement Provision does not apply to a leased vehicle.

The amount **we** pay to replace the **covered vehicle** will not exceed the cost of a new vehicle of the same make and model with the same equipment or, if a new vehicle of the same make and model with the same equipment is not available, the cost of a new vehicle that is:

1. similar in size, class, body type and equipment; and
2. similar in price to the price **you** paid for the **covered vehicle** being replaced, as adjusted for inflation, but not to exceed an amount equal to 110% of the Manufacturer's Suggested Retail Price of the **covered vehicle** being replaced.

A new vehicle is one that has not been previously titled and is of the latest model year available at the time of the **loss**.

New Car Added Protection is excess over any other collectible insurance.

#### **PAYMENT OF LOSS**

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **Dec Page**, with payment for any damage resulting from theft. **We** may keep all or part of the property at the agreed or appraisal value. **We** may settle any **loss** with **you** or the **owner** or lien holder of the property.

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

Coverage under this Part IV will not directly or indirectly benefit any carrier or other bailee for hire.

#### **LOSS PAYEE AGREEMENT**

Payment under this Part IV for **loss** to a **covered vehicle** will be made according to **your** interest and the interest of any Loss Payee or lien holder shown on the **Dec Page** or designated by **you**. Payment will be made to both jointly, or separately, at **our** discretion. We may make payment for a partial **loss** covered under this Part IV directly to the repair facility with your consent.

The Loss Payee or lien holder's interest will not be protected where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, or where the **loss** is not otherwise covered under the terms of this policy.

**We** will be entitled to the Loss Payee or lien holder's rights of recovery, to the extent of **our** payment to the Loss Payee or lien holder.

#### **OTHER INSURANCE**

If there is other applicable insurance, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits. However, any insurance **we** provide for a **non-owned vehicle** or **trailer you** do not **own**, will be excess over any

other collectible source of recovery including, but not limited to:

1. any coverage provided by the **owner** of the **non-owned vehicle** or **trailer**; and
2. any other applicable Collision Coverage, Comprehensive Coverage or other physical damage insurance.

## **APPRAISAL**

If **we** cannot agree with **you** on the amount of a **loss**, then **we** or **you** may demand an appraisal of the **loss**. If a demand for an appraisal is made, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of the **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **you** and **us** unless the award is equal to or greater than the last demand made by **you**, in which case **we** shall pay all reasonable costs of appraisal but **we** will not be responsible for attorney fees. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

## **GENERAL PROVISIONS**

### **POLICY PERIOD AND TERRITORY**

This policy applies only to **accidents** and **losses**, which occur during the policy period shown on the **Dec Page** and:

1. within any state, territory, or possession of the United States of America;
2. any province of Canada; or
3. while a **covered vehicle**, **non-owned vehicle**, or **trailer** is being transported between their ports.

## POLICY CHANGES

This policy, **your** application for insurance (which is made a part of this policy as if attached thereto), the **Dec Page**, as amended, and endorsements issued by **us** to this policy contain all the agreements between **you** and **us**. Subject to the following, its terms may not be changed or waived except by written endorsement issued by **us**.

The premium for each **vehicle** 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 and complete and **you** will promptly 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. If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change.

To properly insure **your vehicle**, **you** must promptly notify **us** when:

1. **you** change **your** address;
2. any drivers are added or deleted;
3. **you** acquire a **new vehicle**; or
4. the type of use changes for a **covered vehicle**.

Changes that result in premium adjustment are contained in **our** rates and rules. These include, but are not limited to:

1. changes in the number, type, or use classification of **covered vehicles**;
2. changes in drivers using **covered vehicles**, their ages, driving, **accident**, or claim record, or marital status;
3. a **relative** or **resident** obtaining a drivers license or operators permit;
4. changes in the place of principal garaging of any **covered vehicle**;
5. changes in coverage, deductibles, or limits of liability; or
6. changes in rating territory or discount or surcharge eligibility.

## SMALL PREMIUM ADJUSTMENTS

When a change or cancellation results in an additional or return premium of \$5 or less, no charge or return will be made. However, if any future bill is sent to the named insured the balance due will reflect a charge or credit for

any small premium adjustments of \$5 or less. The named insured has the right to all return premiums. Refunds of \$5 or less will be made if specifically requested by the named insured.

### **COVERAGE FOR A NEW VEHICLE**

If this policy insures two or more **vehicles** and the coverage, deductibles and limits of liability are not the same for each **vehicle**, then the coverage, deductibles and limits of liability applicable to the **new vehicle** will be as follows:

1. if the **new vehicle** replaces a **vehicle** listed on the **Dec Page**, the coverage, deductibles, and limits of liability will be those provided for the replaced **vehicle**; or
2. if the **new vehicle** is an additional **vehicle**, the coverage, deductibles, and limits of liability will be those provided for any single **vehicle** listed on the **Dec Page**. **You** may choose the applicable listed **vehicle**.

If this policy insures only one **vehicle**, the coverage, deductibles, and limits of liability applicable to the **new vehicle** will be those provided for the **vehicle** listed on the **Dec Page**.

However, coverage under Part IV Damage To A Vehicle Collision Coverage and Comprehensive Coverage with a deductible of \$500 for each coverage will apply to a **new vehicle** for five (5) days after **you** become the **owner** of the **vehicle** if no such coverage applies to the **new vehicle** per the specifications in this section. If **you** apply to **us** for insurance on such **new vehicle** after this five-day period, any Collision or Comprehensive Coverage **we** provide will begin at the time **you** request the coverage.

### **TERMS OF POLICY CONFORMED TO STATUTES**

If any provision of this policy fails to conform to the legal requirements of the State of Nevada, the provision shall be deemed amended to conform to such legal requirements. All other provisions shall be given full force and effect. Any disputes as to the coverage provided or the provisions of this policy shall be governed by the law of the State of Nevada.

## **VEHICLES WITH COMPREHENSIVE COVERAGE AND/OR COLLISION COVERAGE ONLY**

If **you** purchase only:

1. Comprehensive Coverage;
  2. Collision Coverage; or
  3. Comprehensive Coverage and Collision Coverage;
- for a **covered vehicle**, no other coverage will be provided under this policy with respect to the **ownership**, maintenance or use of that **covered vehicle**, or any replacement for that **covered vehicle**, until after **you** have asked **us** to add other coverage.

### **TRANSFER**

This policy may not be transferred to another person without **our** written consent. If a named insured dies, this policy will provide coverage for:

1. the named insured's surviving spouse if a **resident** in the same household at the time of death. Coverage applies to the spouse as if a named insured shown on the **Dec Page**; and
2. the named insured's legal representative, while acting as such, and for persons covered under this policy on the date of the named insured's death.

Coverage for the named insured's legal representative will only be provided until the end of the policy period or the termination of the legal representative's responsibility, whichever occurs first.

### **FRAUD OR MISREPRESENTATION**

Misrepresent or misrepresentation means representation of information to **us** on **your** application for insurance, during the policy period, or in connection with the presentation or settlement of a claim that is known by **you** or an insured person, to be false or misleading and affects either the eligibility for coverage and/or premium that is charged. This also includes concealment of such information relevant to **your** application for insurance, the maintenance of coverage, or the presentation or settlement of a claim once the policy is in force.

This policy was issued in reliance upon the information provided on **your** application. **We** may void coverage under this policy if **you** or an insured person have

knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made or at any time during the policy period.

**We** may void this policy or deny coverage for an **accident** or **loss** if **you** or an insured person have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

**We** may void this policy for fraud or misrepresentation even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages which would otherwise be covered. However, if **we** void this policy, this shall not affect coverage under Part I – Liability To Others up to the minimum liability insurance limits required by the financial responsibility law of the state of Nevada if the **accident** occurs before **we** notify **you** that the policy is void. No coverage will be provided to **you** or any person who engages in fraudulent conduct in connection with an **accident** or claim. If **we** void this policy, **you** must reimburse **us** if **we** make a payment.

If **you** or an insured person makes a misrepresentation and **we** are required to make payment because of the financial responsibility laws of any state, or because of **our** obligation to a lienholder, **we** have the right to recover all damages and expenses from **you**.

#### **PAYMENT OF PREMIUM**

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

A charge may be added to **your** account if:

1. **you** tender a check, draft, remittance or other method of payment to **us** for any full or partial payment of **your** premium, other than **your** initial payment, and

- the check, draft, remittance or other method of payment is returned to **us** or refused because of insufficient funds, a closed account, or a stop payment order;
2. **your** premium payment is not postmarked on or before the due date; or
  3. **you** reinstate **your** policy after cancellation.

### **CANCELLATION AND NONRENEWAL**

**You** may cancel this policy by calling, or by mailing or faxing a written request for cancellation to **us** or **our** agent, stating the future date that **you** wish the cancellation to be effective. Coverage shall cease and the policy period shall end on the latest date listed below:

1. 12:01 A.M. on the day specified by **you** in the request for cancellation; or
2. 12:01 A.M. on the day the request is received by **us** or **our** agent.

**We** may cancel this policy by mailing a notice of cancellation by first class mail to the first named insured shown on the **Dec Page** at the last known address appearing in **our** records. If **we** cancel this policy during the first seventy (70) days of the initial policy period, or if we cancel this policy at any time due to non-payment of premium, notice of cancellation will be mailed at least ten (10) days before the effective date of the cancellation. After this policy has been in effect for seventy (70) days, notice of cancellation due to any reason other than non-payment of premium will be mailed at least thirty (30) days before the effective date of cancellation.

**We** may cancel this policy for any reason within the first seventy (70) days of the initial policy period.

After this policy is in effect for more than seventy (70) days, or if this is a renewal or continuation policy, **we** may cancel only for one or more of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. fraud or misrepresentation by **you** of any material fact in the procurement or renewal of this policy or in the submission of any claim under this policy;
3. **your** place of residence or the state of registration or license of a **covered vehicle** is changed to a state other than Nevada;
4. **you** are convicted of a crime arising out of acts increasing the hazard insured against;

5. **we** discover an act or omission, or a violation of a condition of the policy, which occurred during the policy term which substantially and materially increases the hazard insured against;
6. a material change in the nature or extent of the risk during the policy period, which substantially and materially increases the risk of **loss** contemplated at the time the policy was issued or last renewed; or
7. a determination by the commissioner that continuation of the policy would violate any provision of the Nevada Insurance Code, would jeopardize **our** solvency, or would be hazardous to the interests of policyholders, creditors, or the public.

If **we** decided not to renew or continue this policy, **we** will mail notice of nonrenewal to the first named insured shown on the **Dec Page** at the last known address appearing in **our** records. Notice will be mailed at least thirty (30) days before the end of the policy period.

**We** are not required to notify **you** or any other insured of nonrenewal if **we** have mailed a notice of cancellation at least thirty (30) days before the end of the policy.

If different requirements for cancellation and nonrenewal or termination of policies are applicable because of the laws of the state in which this policy was issued, **we** will comply with those requirements.

#### **CANCELLATION REFUND**

Upon cancellation, **you** may be entitled to a premium refund or owe **us** for unpaid earned premium. However, **our** making or offering of a refund is not a condition of cancellation. If this policy is canceled, the premium refund or balance due, if any, will be calculated as follows:

1. If cancellation is initiated by **us**, earned premium shall be computed pro rata;
2. If cancellation is initiated by **you**, including cancellation for non-payment of premium, the earned premium shall be computed pro rata.

#### **RENEWAL OF THIS POLICY**

Subject to **our** consent, **you** have the right to renew this policy. When **we** consent to renewal, **you** must pay the renewal premium before the renewal date. This policy

will automatically expire if **we** do not receive the required premium before the renewal date of the policy. If **we** offer to renew the policy or bill for a balance due from a policy change and **you** or **your** representative fails to pay the required premium when due, **you** have not accepted **our** offer and this policy will automatically terminate on the date noted on the renewal or balance due notice.

**We** will consent to renew this policy if:

1. **you** continue to maintain active AAA membership in the AAA of Northern California, Nevada & Utah; and
2. **you** are a resident of Nevada or California; and
3. **you** hold a valid Nevada or California drivers license; and
4. **you** or an insured person have not committed fraud or misrepresentation on **your** application for insurance, during the policy period, or in connection with the presentation or settlement of a claim; and
5. all **covered vehicles** are acceptable risks per **our** Underwriting Guidelines and have a garaging address in Nevada or California; and
6. **you** pay all applicable premiums to **us** when due.

#### **PROOF OF NOTICE**

Proof of mailing of any notice to the named insured shown on the **Dec Page** at the last known address appearing in **our** records will be sufficient proof of notice. Notice given by or on behalf of an insured person to any of **our** authorized agents shall be deemed notice to **us** if the notice sufficiently identifies the insured person.

Delivery of a written notice or request for cancellation or nonrenewal by either **you** or **us** shall be the equivalent of mailing.

#### **AUTOMATIC TERMINATION**

Coverage for a **covered vehicle** shall terminate automatically:

1. when a person other than **you** or a **relative** becomes the **owner** of the **vehicle**; or
2. at 12:01 A.M. on the effective date of any other motor vehicle insurance policy covering that **vehicle**.

Comprehensive Coverage and Collision Coverage in excess of \$500 for **loss** to a **trailer** shown on the **Dec**

**Page** shall terminate automatically when a person other than **you** or a **relative** becomes the **owner** of the **trailer**.

### **COVERAGE CHANGES**

If **we** make a change that broadens a coverage **you** have under this edition of **your** policy, without additional charge, **you** will receive the broadened coverage. The broadened coverage applies on the date the coverage change is implemented in **your** state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can only be changed by endorsement issued by **us**.

### **LEGAL ACTION AGAINST US**

**We** may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against **us** by **you**, a **relative**, or any other insured person following an **accident**, or an alleged breach of **our** obligations under this policy, must be commenced within the time period set forth as the bodily injury statute of limitations in the law of the State of Nevada.

**We** may not be sued for payment under Part I – Liability To Others until the obligation of an **insured person** to pay is finally determined either by final judgment against that person or written agreement of the **insured person**, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an **insured person**.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

### **OUR RIGHTS TO RECOVER PAYMENT**

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

However, **we** may not assert **our** rights of recovery against:

1. any person who was using a **covered vehicle** with **your** express or implied permission for any payment made under Part IV – Damage To A Vehicle; or
2. the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle**, if the **insured person** under Part III – Uninsured And Underinsured Motorist Coverage provides **us** reasonable notice in writing before entering into any settlement with the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle**, and **we** do not elect to pay to the **insured person** an amount equal to the amount offered in full settlement by, or on behalf of, the **owner** or **operator** of the **uninsured motor vehicle** or **underinsured motor vehicle**.

When an insured person has been paid by **us** under this policy and also recovers from another person, entity, or organization, the amount recovered will be held by the insured person in trust for **us** and reimbursed to **us** to the extent of **our** payment.

If recovery is made by an insured person under this policy from a responsible party, entity, or organization without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist unless **we** were notified in writing prior to settlement and at the commencement of any legal action against the liable party.

If **we** elect to exercise **our** rights of recovery against a responsible person, entity, or organization, **you** authorize **us**, at **our** option, to recover any deductible incurred by **you** for property damage covered by this policy. **We** have no obligation to seek repayment of the deductible if **we** pursue recovery through Inter-company Arbitration. **We** have no obligation to pursue recovery against a responsible person, entity, or organization for anything other than the deductible incurred by **you** and the amount **we** have paid for property damage. If **you** or an insured person have other claims to pursue against the responsible person, entity, or organization for recovery of damages that **we** have not paid for, then:

1. a separate or independent legal action may be filed by **you** or that insured person; or
2. the claims may be joined with **our** action if that person notifies **us** and secures separate counsel to protect those other interests.

**We** reserve the right to compromise or settle the deductible and property damage claims against the liable parties for less than the full amount. **We** reserve the right to incur reasonable expenses and attorney fees in pursuit of the recovery. **You** are entitled to reimbursement of **your** proportionate share of any recovery, subject to a reduction for **your** proportionate share of expenses and attorney fees incurred in connection with these collection efforts.

#### **JOINT AND INDIVIDUAL INTERESTS**

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured shall be binding on all persons provided coverage under this policy.

#### **BANKRUPTCY**

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligation under this policy.

#### **AUTOMOBILE DEATH BENEFITS COVERAGE ENDORSEMENT** (AAADXX 01 08)

#### **INSURING AGREEMENT – AUTOMOBILE DEATH BENEFITS COVERAGE**

Subject to the Limits of Liability shown on the **Dec Page**, if **you** pay the premium for Automobile Death Benefits Coverage, **we** will pay the limit of Automobile Death Benefits Coverage shown on the **Dec Page** for the death of an **insured person** if it:

1. occurs within 90 days of a covered **accident**; and
2. is the direct result of **bodily injury** sustained while the **insured person** is:
  - a. **occupying a motor vehicle or trailer** with the permission of the **owner**; or
  - b. struck by a **motor vehicle or trailer**.

#### **WHO WE WILL PAY**

**We** will pay benefits to a qualified person who is either:

1. the surviving legal spouse of an **insured person**, if he or she was a **resident** of the deceased's household on the date of the **accident**; or
2. the surviving parent or parents of an unmarried minor **insured person**, if such persons were **residents** of the deceased's household on the date of the **accident**.

However, if there is no surviving qualified spouse or parent, we will pay the benefits to the lawful estate of the **insured person**.

#### **ADDITIONAL DEFINITION**

When used in this Endorsement, "**insured person**" means a person shown on the **Dec Page**, for whom a premium has been paid for this coverage.

#### **EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS ENDORSEMENT.**

1. The following exclusions identify the **motor vehicles** and **motor vehicle** uses for which **we** do not provide Automobile Death Benefits Coverage. **We** do not insure a person whose death results from injuries sustained:
  - a. while **occupying** a commercially licensed **motor vehicle**, other than a **vehicle**;
  - b. while **occupying**, or by being struck by, a **motor vehicle**:
    - (i) that operates on rails or crawler treads;
    - (ii) that is a farm-type tractor;
    - (iii) that is farm-type equipment; or
    - (iv) that is designed or modified for use off public roads.However, exclusion 1.b. does not apply to an **accident** that occurs on a public road; or
  - c. while **occupying** any **motor vehicle** being used in practice or preparation for, or while participating in, any prearranged race, speed, stunt or demolition contest or activity.
2. The following exclusions identify work-related activities and other causes of death for which **we** do not provide Automobile Death Benefits Coverage. **We** do not insure a person whose death results from:
  - a. injuries sustained while employed or otherwise engaged in loading or unloading a **motor vehicle**

- being used to carry persons or property for a charge;
- b. injuries sustained while employed or otherwise engaged in any **auto business**. However, exclusion 2.b. does not apply if the **bodily injury** occurs while that person is **occupying a covered vehicle**;
  - c. disease, unless it is a direct result of **bodily injury** suffered in an **accident** and is independent of all other causes;
  - d. suicide or attempt at suicide, self-inflicted or not, whether he or she is sane or insane at the time;
  - e. injuries reasonably expected to arise out of an intentional act by the deceased **insured person**, whether or not that person intended or had the capacity to intend his or her injuries or death; or
  - f. war, whether declared or not, nuclear reaction or nuclear radiation, or radioactive contamination from any source.

#### **ADDITIONAL DUTIES**

Each person claiming benefits must cooperate fully with **us** and:

1. assist **us** to obtain all relevant medical records, autopsies, police reports and other records that may tend to establish whether benefits are owed under this Endorsement; and
2. **we** shall have a reasonable opportunity to have the records reviewed by persons **we** select before benefits are payable.

#### **NAMED OPERATOR – NON-OWNED VEHICLE COVERAGE**

If **you** elect Named Operator – Non-Owned Vehicle Coverage, **you** agree with **us** that this policy is amended as follows:

1. General Definitions:
  - a. The general policy definition of “**you**” and “**your**” is deleted and replaced by the following:

“**You**” and “**your**” mean the person or persons named on the **Dec Page**.

- b. The general policy definitions of “**covered vehicle**” and “**non-owned vehicle**” are deleted and replaced by the following:

“**Covered vehicle**” and “**non-owned vehicle**” mean any **vehicle** that is not **owned** by **you**, a **relative**, a **resident**, **your** employer, or **your** spouse, even if not residing in the same household as **you**, or a **vehicle** not available for **your** regular use.

2. Part I – Liability To Others

- a. Additional Definition: When used in Part I, the definition of “**insured person**” and “**insured persons**” is deleted and replaced by the following:

“**Insured person**” and “**insured persons**” mean: **you**, when operating or using a **covered vehicle** or **non-owned vehicle** with the express or implied permission of the **owner**.

- b. Exclusions: The following exclusion is deleted from Part I:

Coverage under this Part I, including **our** duty to defend, does not apply to: **bodily injury** or **property damage** arising out of an **accident** involving a **vehicle** while being used by a person while employed or engaged in the **auto business**. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative** when using a **covered vehicle**.

and replaced by the following:

Coverage under this Part I, including **our** duty to defend, does not apply to **bodily injury** or **property damage** arising out of an **accident** involving a **vehicle** while being used by a person while employed or engaged in the **auto business**.

- c. OTHER INSURANCE: The Other Insurance provision under Part I is deleted and replaced by the following:

**OTHER INSURANCE**

Any insurance we provide shall be excess over any other applicable liability insurance or self-insurance.

3. Part II – Medical Payments Coverage

- a. Additional Definitions: When used in Part II, the definition of “insured person” and “insured persons” is deleted and replaced by the following:

“Insured person” and “insured persons” mean you while occupying a covered vehicle or non-owned vehicle, or when struck by a motor vehicle or trailer while not occupying a motor vehicle.

- b. OTHER INSURANCE: The Other Insurance provision under Part II is deleted and replaced by the following:

**OTHER INSURANCE**

Any insurance we provide under this Part II shall be excess over any other similar insurance or self insurance.

4. Part III – Uninsured and Underinsured Motorist Coverage

- a. When used in Part III, the Additional Definition of “insured person” and “insured persons” is deleted and replaced by the following:

“Insured person” and “insured persons” mean:

- (i) you; and
- (ii) any person who is entitled to recover damages covered by Part III, because of **bodily injury to you.**

- b. **OTHER INSURANCE:** The Other Insurance provision under Part III is deleted and replaced by the following:

**OTHER INSURANCE**

If there is other applicable similar insurance available under more than one policy or provision of coverage, any insurance **we** provide with respect to a **vehicle you** do not **own** shall be excess over any other collectible insurance.

**We** will not pay for damages that would duplicate any payment made for damages under other insurance.

If **you** are injured while not **occupying a motor vehicle**, the coverage provided under this policy shall be excess to any uninsured or underinsured motorist coverage provided by a policy under which **you** are a named insured.

Notwithstanding any other provision in this policy, if **you**:

- a. purchase multiple policies from **us**; or
- b. an affiliate company on different **vehicles**;

**you** are entitled to uninsured or underinsured motorist benefits under only one of those policies. The policy with the highest limit of liability shall apply unless **you** elect to apply to a different policy.

In witness whereof, AAA Nevada Insurance Company has caused this policy to be signed by its President and Secretary.



President



Secretary