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NEVADA

PERSONAL AUTO POLICY

AGREEMENT

Your policy consists of the policy contract, **your** insurance application, the **Declarations**, and all endorsements to this policy. In reliance upon the statements of fact made in the application for this insurance, which statements of fact **you** represent are true to the best of **your** knowledge, and in return for the payment of the premium, **we** agree with **you**, for the coverages shown in the **Declarations** and subject to all the terms and conditions of the policy, as follows:

GENERAL DEFINITIONS

Certain words and phrases are defined by using boldface type. The defined terms have the same meaning whether in the singular, plural, or any other form. They are defined as follows:

1. **You** and **your** refer to:
 - a. The **named insured** shown in the **Declarations**; and
 - b. The spouse of the **named insured** shown in the **Declarations**, if a **resident** of the same household. The term “spouse” includes a state registered domestic partner; a state registered domestic partner is defined as an individual joined to the **named insured** in a domestic partnership recognized by the State of Nevada.
2. **We**, **us** and **our** refer to the insurance company providing this insurance, as shown in the **Declarations**.
3. **Accident** means a sudden, unexpected and unintended event that arises out of the ownership, maintenance, or use of an **auto** as an **auto**, and that causes **bodily injury** or **property damage** during the policy period.
4. **Additional auto** means an **auto** **you** acquire that is in addition to any **auto** shown in the **Declarations**, if:

- a. The **auto** is acquired during the policy period;
- b. No other insurance policy provides coverage for the **auto**;
- c. **You** ask **us** to insure the **auto** within 30 days after **you** become the **owner** of the **auto**; and
- d. **We** insure all **autos** in **your** household.

An **additional auto** will have the broadest coverage **we** provide for any **auto** shown in the **Declarations**.

- 5. **Auto** means any self-propelled private passenger motor vehicle with not less than four wheels designed principally for use on paved public streets and highways, provided it has a gross vehicle weight (as determined by the manufacturer's specifications) of 12,000 pounds or less and is not a step-van, parcel delivery van, cargo cutaway van or other van with the cab separate from the cargo area.
- 6. **Bodily injury** means bodily harm, sickness or disease, including death resulting from bodily harm, sickness or disease.
- 7. **Business** means any full or part-time profession, occupation, trade or commercial enterprise.
- 8. **Declarations** means the Personal Auto Policy Declarations that lists the **named insured**, the **autos** to be covered by this policy, the coverages that apply under this policy, the limits of liability, the policy period, and other information pertinent to **your** policy of insurance when purchased from **us**.
- 9. **Family member** means a person related to **you** by blood, marriage or adoption who is a **resident** of **your** household, including a ward or foster child. **Family members** include **your** unmarried dependent children living temporarily away from home.
- 10. **Named insured** means the person or persons listed in the **Declarations** as the **named insured**.
- 11. **Non-owned auto** means any private passenger **auto**, pickup, van or **trailer** not **owned** by or furnished or available for the regular use of **you** or any **family member** while in the custody of,

or being operated by, **you** or any **family member**. **Non-owned auto** includes a rental vehicle only if the following conditions are met:

- a. The rental vehicle is not **owned** by or furnished or available for the regular use of **you** or any **family member**;
- b. The rental vehicle is operated within the United States, its territories or possessions, and Canada;
- c. The rental vehicle is a private passenger automobile and not a motor home, camper, travel trailer, or customized van;
- d. The rental vehicle is **owned** by a person engaged in **business** of renting or leasing vehicles rented or leased without a driver to persons other than the owner and is registered in the name of such owner; and
- e. The rental vehicle is rented under a rental agreement with a term no longer than thirty consecutive days.

Non-owned auto does not include a vehicle that is not in the lawful possession of the person operating it.

12. **Occupying** means in, upon, getting in, on, out or off.
13. **Owned** means, with respect to a private passenger type **auto**, the person:
 - a. Holds legal title; or
 - b. Has legal possession under a written lease or loan agreement for a continuous period of at least six months.
14. **Property damage** means physical injury to or destruction of tangible property, including any loss of use.
15. **Replacement auto** means an **auto** that permanently replaces an **auto** shown in the **Declarations**. A **replacement auto** will have the same coverages as the **auto** it replaces provided that no other insurance provides coverage for the **replacement auto** and it is acquired during the policy period. If **you** wish to continue coverage under Part D – Damage to Your Auto for the

replacement auto, **you** must ask **us** to provide the coverage within 30 days after **you** become the **owner** of the **replacement auto**. If the **auto** it replaces does not have coverage under Part D – Damage to Your Auto, **you** must ask **us** to add the coverage and **you** must pay the additional premium due prior to the effective date those coverages are added.

16. **Resident** means domiciled and actually living in the household in which **you** reside.
17. **Trailer** means a non-motorized vehicle designed to be pulled by a:
 - a. Private passenger **auto**; or
 - b. Pickup, van or panel truck.

It also means a farm wagon or farm implement while being towed by a vehicle listed in a. or b. above. It does not include travel trailers, camper trailers or other **trailers** used for commercial purposes including as an office, a store or display purposes, or to transport passengers.

18. **Your covered auto** means:
 - a. Any **auto** shown in the **Declarations** for the coverages applicable to that **auto**;
 - b. Any **additional auto**;
 - c. Any **replacement auto**; or
 - d. Any **trailer owned** by **you** while attached to **your covered auto**.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

If **you** pay **us** the premium when due for this coverage, **we** will pay damages for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an **accident**. Damages include prejudgment interest awarded against an **insured person**.

We will settle or defend, at **our** expense and as **we** consider appropriate, any claim or suit asking for these damages. Attorneys selected by **us** will provide a defense to such suit after it is tendered to **us**. **Our** duty to settle or defend ends when **our** limit of liability

for this coverage has been exhausted by payment, settlement or judgment.

We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy. **We** may recover from an **insured person** any amounts **we** have paid to defend the **insured person** in a lawsuit if it is determined that **we** had no duty to defend the **insured person**.

SUPPLEMENTARY PAYMENTS

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

1. Up to \$250 for the cost of bail bonds required because of an **accident**, including related traffic law violations. The **accident** must result in **bodily injury** or **property damage** covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend.
3. Interest accruing after a judgment is entered in any suit **we** defend. **Our** duty to pay interest ends when **we** have paid, offered to pay, or deposited into court, that part of the judgment that does not exceed **our** limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at **our** request.
5. Other reasonable expenses incurred at **our** request.

ADDITIONAL DEFINITIONS

When used in this Part A:

Insured person means:

1. **You**, any **family member** or any other person listed as an additional driver in the **Declarations** with respect to an **accident** arising out of the ownership, maintenance or use of **your covered auto** or **non-owned auto**;
2. Any person with respect to an **accident** arising out of that person's maintenance or use of **your covered auto** with **your** express or implied permission; and

3. Any person or organization vicariously liable for the acts or omissions of a person described in paragraph 1. or 2. above.

EXCLUSIONS THAT APPLY TO PART A – LIABILITY COVERAGE

We do not provide Liability Coverage and **we** have no duty to settle or defend any claim or lawsuit:

1. For **bodily injury** or **property damage** caused intentionally by, or at the direction of, any **insured person**, even if the actual injury or damage is different than that which was intended or expected.
2. For damage to property owned by, used by, rented to, being transported by, or in the care, custody or control of an **insured person**. This exclusion does not apply to damage to a rented residence or rented private garage.
3. For **bodily injury** to an employee of an **insured person** during the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits, disability benefits or similar benefits are required or available for that domestic employee.
4. For **bodily injury** or **property damage** arising out of the ownership, maintenance or operation of any vehicle while it is being used to carry persons or property for compensation or a fee, including but not limited to the pickup or delivery or return from a pick-up or delivery of products, documents, newspapers, or food. This exclusion does not apply to a share-the-expense car pool.
5. For **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle by a person who is employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;vehicles. This includes road testing and delivery.
6. For **bodily injury** or **property damage** arising out of the maintenance or use of any vehicle while an **insured person** is employed or

otherwise engaged in any **business** not described in exclusion 5. This exclusion (6.) does not apply to the maintenance or use of a:

- a. Private passenger **auto**;
 - b. Pickup or van that:
 - (1) **You** own; or
 - (2) **You** do not own while used as a temporary substitute for **your covered auto** which is out of its normal use because of its breakdown, loss, repair destruction or servicing; or
 - c. **Trailer** used with a vehicle described in a. or b. above.
7. For **bodily injury** or **property damage** arising out of any person's use of a vehicle without the owner's express or implied permission.
8. For **bodily injury** or **property damage** for which an **insured person**:
- a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- A nuclear energy liability policy is a policy issued by any of the following or their successors:
- a. American Nuclear Insurers;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
9. For punitive, exemplary, multiple damages, fines, penalties, or restitution.
10. For liability assumed by an **insured person** under any contract or agreement.
11. Arising out of the ownership, maintenance or use of any vehicle, other than **your covered auto** which is:
- a. **Owned** by **you**; or
 - b. Furnished or available for **your** regular use.
12. Arising out of the ownership, maintenance or use of any vehicle, other than **your covered auto**, which is:

- a. **Owned** by any **family member** or any person specifically listed as an additional driver in the **Declarations**; or
- b. Furnished or available for the regular use of any **family member** or any person specifically listed as an additional driver in the **Declarations**.

This exclusion does not apply to **your** maintenance or use of such vehicle.

13. For **bodily injury** or **property damage** arising out of the ownership or operation of any vehicle while it is being used in any racing, speed, or demolition event or contest or stunting activity or in preparation for such an event, contest, or activity. This exclusion applies regardless of whether the event, contest, or activity is pre-arranged or not.
14. For **bodily injury** or **property damage** arising out of the ownership or operation of any vehicle while it is being used to commit a felony or other criminal activity. The exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime.
15. For **bodily injury** or **property damage** arising out of the ownership or operation of any vehicle while it is being used to flee a law enforcement agent or crime scene.
16. For any obligation for which the United States Government is liable under the Federal Tort Claims Act.
17. Arising out of the ownership, maintenance or use of **your covered auto** while it is rented to or leased to another.
18. Arising out of the ownership, maintenance or use of any vehicle that is principally designed for use off public roads.
19. For charges, fees and administrative expenses for services performed by law enforcement and municipal personnel when responding to a motor vehicle **accident** or loss.

LIMIT OF LIABILITY

THE LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF VEHICLES INVOLVED IN THE ACCIDENT, INSURED PERSONS, CLAIMS MADE, LAWSUITS BROUGHT, PREMIUMS PAID, OR THE NUMBER OF VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS.

LIABILITY COVERAGE ON VEHICLES INSURED BY US CANNOT BE ADDED, COMBINED OR OTHERWISE STACKED TOGETHER TO INCREASE THE LIMIT OF LIABILITY.

IF MULTIPLE AUTO POLICIES ISSUED BY US ARE IN EFFECT FOR YOU, WE WILL PAY NO MORE THAN THE HIGHEST LIMIT OF LIABILITY FOR THIS COVERAGE AVAILABLE UNDER ANY ONE POLICY.

The bodily injury liability limit for “each person” as shown in the **Declarations** is the maximum we will pay for **bodily injury** sustained by any one person in any one **accident**, including all derivative claims which include, but are not limited to, loss of consortium, loss of services, loss of companionship, or injury to any personal relationship. **Bodily injury** to any one **person** includes all injury and damages to others resulting from this **bodily injury**.

Subject to the bodily injury liability limit for “each person”, the bodily injury liability limit for “each accident” as stated in the **Declarations** is the maximum we will pay for **bodily injury** sustained by two or more persons in any one **accident**.

The property damage liability limit for each **accident** as stated in the **Declarations** is the maximum we will pay for all **property damage** arising out of any one **accident**.

If the **Declarations** show that a “combined single limit” or “CSL” applies, the amount shown is the most we will pay for the total of all damages resulting in any one **accident**.

No one is entitled to duplicate payments for the same element of damages. Any amount payable under Part A – Liability Coverage to a person for **bodily injury** shall be reduced by all sums paid to that person, or for their benefit, under Part C – Uninsured/Underinsured Motorist Coverage.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy will provide coverage to the extent required by Chapter 485 of the Nevada Revised Statutes. If, due to certification as future proof of financial responsibility **we** are required to pay a claim that would otherwise have not been covered under this Part, **you** agree to reimburse **us** to the extent of that payment.

OTHER INSURANCE

Any insurance **we** provide under Part A shall be excess over any other collectible insurance, self-insurance, protection and/or any other source of recovery, except for the insurance **we** provide for the ownership, maintenance and use of **your covered auto**. If other insurance, self-insurance, protection and/or other source of recovery with the same priority applies, **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 insurance limits, self-insurance amounts or limits, and/or other sources of recovery.

PART B – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If **you** pay **us** the premium when due for this coverage, **we** will pay the reasonable expenses incurred for necessary medical and funeral services because of **bodily injury** caused by an **accident** and sustained by an **insured person**. **We** will pay only those expenses incurred within three years from the date of the **accident**.

ADDITIONAL DEFINITIONS

When used in this Part B:

Insured person means:

1. **You**, any **family member** or any driver listed in the **Declarations**:
 - a. While **occupying** any **auto**; or
 - b. When struck as a pedestrian by a motor vehicle or **trailer**;
2. Any other person while **occupying your covered auto**.

EXCLUSIONS THAT APPLY TO PART B – MEDICAL PAYMENTS COVERAGE

We do not provide Medical Payments Coverage for any **insured person** for **bodily injury**:

1. Arising out of the ownership, maintenance or operation of any vehicle while it is being used to carry persons or property for compensation or a fee, including but not limited to the pickup or delivery or return from a pick-up or delivery of products, documents, newspapers, or food. This exclusion does not apply to a share-the-expense car pool.
2. For **bodily injury** arising out of the ownership, maintenance or use of any vehicle by a person who is employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;vehicles. This includes road testing and delivery.
3. For **bodily injury** arising out of the maintenance or use of any vehicle while an **insured person** is employed or otherwise engaged in any **business** not described in exclusion 3. This exclusion (4.) does not apply to the maintenance or use of a:
 - a. Private passenger **auto**;
 - b. Pickup or van that:
 - (1) **You own**; or
 - (2) **You** do not **own** while used as a temporary substitute for **your covered auto** which is out of its normal use because of its breakdown, loss, repair destruction or servicing; or

- c. **Trailer** used with a vehicle described in a. or b. above.
- 4. Occurring during the course and scope of employment if workers' compensation or disability benefits are required or available for the **bodily injury**.
- 5. Sustained while **occupying** or when struck by any vehicle other than **your covered auto** which is:
 - a. **Owned** by you; or
 - b. Furnished or available for **your** regular use.
- 6. Sustained while **occupying** or when struck by any vehicle other than **your covered auto** which is:
 - a. **Owned** by any **family member** or any person specifically listed as an additional driver in the **Declarations**; or
 - b. Furnished or available for the regular use of any **family member** or any person specifically listed as an additional driver in the **Declarations**.

This exclusion does not apply to **your** maintenance or use of such vehicle.

- 7. Sustained while **occupying** a vehicle without the owner's express or implied permission.
- 8. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared) or civil war;
 - c. Insurrection, rebellion or revolution.
- 9. From, or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
- 10. While **occupying** any vehicle that is being used in any racing, speed, or demolition event or contest or stunting activity or preparation for such an event, contest, or activity. This exclusion

applies regardless of whether the event, contest, or activity is pre-arranged or not.

11. While **occupying** any vehicle while being used to flee a law enforcement agent or a crime scene.
12. Caused intentionally by, or at the direction of, any **insured person**, even if the actual injury or damage is different than that which was intended or expected.
13. Arising out of the ownership or operation of any vehicle while it is being used to commit a felony or other criminal activity. The exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime.
14. For which the United States Government is liable under the Federal Tort Claims Act.
15. Arising out of the ownership, maintenance or use of **your covered auto** while it is rented to or leased to another.
16. Arising out of the ownership, maintenance or use of any vehicle that is principally designed for use off public roads.
17. For which an **insured person**:
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. American Nuclear Insurers;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

LIMIT OF LIABILITY

THE LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS FOR THIS COVERAGE IS THE MOST WE WILL PAY FOR EACH INSURED PERSON INJURED IN ANY ONE ACCIDENT. THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

1. **INSURED PERSONS;**
2. **CLAIMS MADE;**
3. **LAWSUITS BROUGHT;**
4. **VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS;**
5. **PREMIUMS PAID; OR**
6. **VEHICLES INVOLVED IN THE ACCIDENT.**

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

Any amounts payable to an **insured person** under this coverage shall be reduced by any amounts paid or payable for the same expense under Part A – Liability Coverage or Part C – Uninsured/Underinsured Motorist Coverage of this policy.

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, if **you** have purchased Medical Payments Coverage in an amount greater than \$1000, then insurance **we** provide shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C – UNINSURED/ UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT – UNINSURED/ UNDERINSURED MOTORIST COVERAGE

If **you** pay **us** the premium when due for this coverage, **we** will pay for damages 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** sustained by an **insured person**, caused by an **accident**, and arising out of the ownership, maintenance or use of an **uninsured motor vehicle** or an **underinsured motor vehicle**.

We will pay under Part C only after the limits of liability under all liability policies applicable to an **uninsured motor vehicle** have been exhausted by payment of judgments or settlements.

Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

An **insured person** must notify **us** in writing at least 30 days before entering into any settlement with the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**, or that person's liability insurer. If, within 30 days after **we** receive notice of tentative settlement from the **insured person**, **we** notify the **insured person** that **we** refuse to consent to a proposed settlement, the **insured person** must protect and preserve **our** right of subrogation to the claim against the operator or **owner** of any **uninsured motor vehicle** or **underinsured motor vehicle** who is liable for the **accident**.

ADDITIONAL DEFINITIONS

When used in this Part C:

1. **Insured person** means:
 - a. **You**, any **family member** or any other person listed as an additional driver in the **Declarations**;
 - b. Any other person while **occupying your covered auto**, provided the actual use thereof is with the permission of the **named insured**; and
 - c. Any person entitled to recover damages for **bodily injury** covered under Part C of this policy sustained by a person meeting the definition of an **insured person** in 1.a. or 1.b. above.
2. **Underinsured motor vehicle** means a land motor vehicle or **trailer** of any type to which a

bodily injury liability policy applies at the time of the **accident** but the limit of liability for **bodily injury** is less than the damages that an **insured person** is entitled to recover from the owner or operator of the motor vehicle for **bodily injury**.

However, an **underinsured motor vehicle** does not include:

- a. A land motor vehicle or **trailer**, if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle;
 - b. A farm-type tractor or equipment designed for use principally off public roads, except while actually upon public roads;
 - c. A vehicle **owned** by or furnished for the regular or frequent use of an **insured person** or any member of the household of the **insured person**;
 - d. Any vehicle or equipment that is an **uninsured motor vehicle**.
3. **Uninsured motor vehicle** means a land motor vehicle or **trailer** of any type:
- a. With respect to which there is not available at the Department of Motor Vehicles evidence of financial responsibility as required by chapter 485 of NRS;
 - b. With respect to the ownership, maintenance or use of which there is no liability insurance for **bodily injury** or bond applicable at the time of the **accident**, or, to the extent of such deficiency, any liability insurance for **bodily injury** or bond in force is less than the amount required by Nevada law;
 - c. With respect to the ownership, maintenance or use of which the company writing any applicable liability insurance for **bodily injury** or bond denies coverage or is insolvent;
 - d. Used without the permission of its owner if there is no liability insurance for **bodily injury** or bond applicable to the operator;
 - e. Used with the permission of its owner who has insurance which does not provide

- coverage for the operation of the motor vehicle by any person other than the owner if there is no liability insurance for **bodily injury** or bond applicable to the operator; or
- f. The owner or operator of which is unknown or after reasonable diligence cannot be found if:
- (1) The **bodily injury** or death has resulted from physical contact of the automobile with the **named insured** or the person claiming under him or with an automobile which the **named insured** or such a person is **occupying**; and
 - (2) The **named insured** or someone on his behalf has reported the **accident** within the time required by NRS 484.223, 484.225 or 484.227 to the police department of the city where it occurred, or if it occurred in an unincorporated area, to the sheriff of the county or to the Nevada Highway Patrol.

However, **uninsured motor vehicle** does not include any vehicle:

- a. **Owned** by an **insured person** or furnished or available for the regular use of an **insured person**;
- b. **Owned** or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law, except a self-insurer that becomes insolvent;
- c. **Owned** by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any such government;
- d. Operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle;
- e. That is a farm-type tractor or equipment designed for use principally off public roads, except while actually upon public roads;
- f. That is a **your covered auto**; or
- g. That is an **underinsured motor vehicle**.

EXCLUSIONS THAT APPLY TO PART C – UNINSURED/UNDERINSURED MOTORIST COVERAGE

Coverage under Part C does not apply:

1. If the **insured person** or their legal representative settles or prosecutes to a judgment a claim for **bodily injury** without **our** consent.
2. To **bodily injury** arising out of the ownership, maintenance or operation of any vehicle while it is being used to carry persons or property for compensation or a fee, including but not limited to the pickup or delivery or return from a pick-up or delivery of products, documents, newspapers, or food. This exclusion does not apply to a share-the-expense car pool.
3. To **bodily injury** when an **insured person** is using a vehicle without a reasonable belief that the person is entitled to do so.
4. To **bodily injury** sustained by any person while **occupying** or when struck by a **trailer** of any type used with a motor vehicle **owned** by **you** or any **family member** or any other person specifically listed as an additional driver listed in the **Declarations** which is not insured for this coverage under this policy.
5. Directly or indirectly to benefit:
 - a. Any **insured person** or self-insurer under any of the following or similar law:
 - (1) Workers' compensation law;
 - (2) Disability benefits law;
 - (3) The State Accident Insurance Fund; or
 - b. An insurer of property.
6. Directly to the benefit of the United States or any State or political subdivision thereof.
7. To any claim for punitive, exemplary, multiple damages, fines, penalties, or restitution.
8. For **bodily injury** arising out of the ownership or operation of any vehicle while it is being used to commit a felony or other criminal activity. The exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime.

9. For **bodily injury** arising out of the ownership or operation of any vehicle while it is being used to flee a law enforcement agent or crime scene.
10. For **bodily injury** arising out of the ownership or operation of any vehicle while it is being used in any racing, speed, or demolition event or contest or stunting activity or in preparation for such an event, contest, or activity. This exclusion applies regardless of whether the event, contest, or activity is pre-arranged or not.

LIMIT OF LIABILITY

1. Split Limit of Liability

The limit of Uninsured/Underinsured Motorist Bodily Injury Liability or Uninsured Motorist Property Damage Liability shown in the Schedule or in the Declarations is the most we will pay regardless of the number of:

- a. Insured persons;
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations;
- d. Vehicles involved in the accident; or
- e. Premiums paid.

2. Combined Single Limit

If the Declarations show that a “combined single limit” or “CSL” applies, the amount shown is the most we will pay for the total of all damages resulting in any one accident. This is the most we will pay regardless of the number of:

- a. Insured persons;
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations; or
- d. Vehicles involved in the auto accident.

IF YOU HAVE MORE THAN ONE AUTO INSURED BY US, WE WILL NOT PAY ANY INSURED PERSON MORE THAN THE SINGLE HIGHEST LIMIT OF THE UNINSURED/UNDERINSURED MOTORISTS COVERAGE WE PROVIDE ON ANY ONE AUTO FOR AN ACCIDENT.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE ON MORE THAN ONE AUTO CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.

In no event shall the limit of liability for two or more policies be added together, combined, or stacked to determine the limit of Uninsured Motorist Coverage or Underinsured Motorist Coverage.

Subject to the Limits of Liability under this Part C – Uninsured/Underinsured Motorist Coverage the maximum amount **we** will pay for damages caused by the **owner** or operator of an **underinsured motor vehicle** shall be no more than the amount by which the **bodily injury** damages exceed the sum of the amounts of coverage of all liability bonds or policies 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, **our** limit of liability for Coverage under Part C – Uninsured/Underinsured Motorist Coverage shall not exceed the difference between the damages sustained by the **insured** and the sum of the applicable bodily injury liability limits.

If an **insured person** is limited in the recovery of damages under Part C – Uninsured/Underinsured Motorist Coverage due to the limitations on the legal liability of a governmental unit or agency under NRS § 41.035, the **insured person** shall be entitled to recover under Part C – Uninsured/Underinsured Motorist Coverage. The **insured person's** recovery will be limited to the actual damages the **insured person** would be entitled to recovered under Part C – Uninsured/Underinsured Motorist Coverage for **bodily injury** if NRS § 41.035 did not apply.

The **insured person's** recovery shall not exceed the limits of liability set forth in Part C – Uninsured/Underinsured Motorist Coverage.

Any amount payable under the terms of this coverage because of **bodily injury** sustained in an **accident** by a person who is an **insured person** under this coverage shall be reduced by:

1. All sums paid on account of the **bodily injury** by or on behalf of the owner or operator of the uninsured vehicle and by or on behalf of any other person or organization jointly or severally liable together with the owner or operator for the **bodily injury**, including all sums paid under Part A – Liability Coverage of this policy; and
2. The amount paid and the present value of all amounts payable on account of the **bodily injury** under any worker's compensation law, disability benefits law, or any similar law.

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

OTHER INSURANCE

If there is other applicable Uninsured/Underinsured Motorist Coverage, **we** will pay only **our** share of the damages. **Our** share of the damages is the proportion that **our** limit of coverage under this Part C bears to the total of all applicable limits. However:

1. **THE TOTAL RECOVERY UNDER ALL SUCH POLICIES OR COVERAGE MAY NOT EXCEED THE HIGHEST APPLICABLE LIMIT FOR ANY ONE VEHICLE UNDER SUCH INSURANCE PROVIDING COVERAGE ON EITHER A PRIMARY OR EXCESS BASIS.**
2. Any insurance we provide with respect to a vehicle that is not your covered auto shall be excess over any collectible insurance providing such coverage on a primary basis.

PART D – DAMAGE TO YOUR AUTO

INSURING AGREEMENT – COLLISION COVERAGE

If **you** pay **us** the premium for Collision Coverage when due, **we** will pay for damage to **your covered auto** or **non-owned auto** and its **additional equipment** resulting from **collision**.

In addition, **we** will pay the reasonable cost to replace any child safety seat damaged in an **accident** to which this coverage applies.

INSURING AGREEMENT – COMPREHENSIVE COVERAGE

If **you** pay **us** the premium for Comprehensive Coverage when due, **we** will pay for comprehensive loss to **your covered auto** or **non-owned auto** and its **additional equipment**. A comprehensive loss is a loss caused by the following:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water, or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass, when not caused by **collision**.

TRANSPORTATION EXPENSES

If **you** have purchased Comprehensive Coverage and **your covered auto** is stolen, **we** will pay up to \$20 per day, to a maximum of \$600, for transportation expenses incurred by **you**. **We** will pay only reasonable transportation expenses actually and necessarily incurred during the period:

1. Beginning on the date of the theft; and
2. Ending when **your covered auto** has been repaired or replaced, whichever occurs first. If **your covered auto** is determined by **us** to be a total loss, coverage for transportation expense

will end 48 hours after **we** make an offer to pay the actual cash value of **your covered auto**.

We will not pay **you** the cost of renting a car from an individual. The car must be rented from a **business** whose day-to-day operations involve car rental. **We** will not pay for insurance, collision damage waivers, fuel, or any other charges, except for the actual cost of the rental of the vehicle including applicable taxes.

RENTAL REIMBURSEMENT COVERAGE

If **you** pay **us** the premium for Rental Reimbursement Coverage when due, **we** will pay for the cost incurred by **you** for rental of an **auto** from an auto rental agency or a vehicle repair shop while **your covered auto** for which this coverage is purchased is inoperable as a result of **collision** or a comprehensive loss to which coverage under this Part D applies. **We** will not pay Rental Reimbursement when **your covered auto** is inoperable due to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires.

The limit of liability for Rental Reimbursement Coverage is the amount shown in the **Declarations** as the daily limit, for up to 30 days for each **accident**, loss or theft. Coverage under Transportation Expenses shall not apply for a rental of an **auto** when Rental Reimbursement Coverage applies.

Rental charges will be reimbursed beginning when:

1. **Your covered auto** cannot be driven due to a loss; or
2. If **your covered auto** can be driven, when **you** deliver or **your** representative delivers **your covered auto** to an auto repair shop for repairs due to the loss.

Rental charges will end when **your covered auto** has been repaired or replaced. If **your covered auto** is determined by **us** to be a total loss, coverage for rental charges will end 72 hours after **we** make an offer to pay the actual cash value of **your covered auto**.

You must provide **us** written proof of **your** rental charges. Duplicate recovery for identical elements of damages is not permitted under this policy.

TOWING AND LABOR COVERAGE

If **you** pay **us** the premium for Towing And Labor Coverage for **your covered auto** when due, **we** will reimburse **you** for towing and labor costs incurred as a result of the disablement of that **auto**, up to the limit of the coverage stated in the **Declarations** of this policy, provided that:

1. The labor, if any, is performed at the place of disablement; or
2. If towed, the **auto** is towed to the nearest qualified repair facility and the towing is necessary due to:
 - a. Mechanical or electrical breakdown;
 - b. Battery failure;
 - c. Insufficient supply of fuel, oil, water, or other fluid;
 - d. Flat tire;
 - e. Lock-out; or
 - f. Entrapment in snow, mud, water or sand, within 100 feet of a road or highway.

ADDITIONAL EQUIPMENT COVERAGE

If **you** pay **us** the premium for Additional Equipment Coverage for **your covered auto** when due, **we** will provide Comprehensive and Collision Coverage for **additional equipment**. This coverage applies in addition to any coverage automatically included for **additional equipment** under Comprehensive and Collision Coverage.

No coverage will be provided that duplicates payment for the same element of loss paid under any other coverage or any other insurance.

ADDITIONAL DEFINITIONS

When used in this Part D:

1. **Collision** means the upset of **your covered auto** or **non-owned auto** or its impact with another vehicle or object.
2. **Additional equipment** means permanently installed or attached custom parts, equipment, devices, accessories, enhancements, and changes that alter the appearance or performance of **your covered auto** and that were not installed by the original automobile manufacturer. **Additional**

equipment includes, but is not limited to, permanently installed stereo equipment, custom paint and exterior body panels, custom wheels and tires, equipment to modify vehicle height on both raised and lowered vehicles, custom seats, and safety or alarm devices.

3. **Diminution in value** means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

EXCLUSIONS THAT APPLY TO PART D – DAMAGE TO YOUR AUTO

Coverage under this Part D does not apply for loss:

1. To **your covered auto** or **non-owned auto** while it is being used to carry persons or property for compensation or a fee, including but not limited to the pickup or delivery or return from a pick-up or delivery of products, documents, newspapers, or food. This exclusion does not apply to a share-the-expense car pool.
2. To **your covered auto** or **non-owned auto** while it is being rented to others or hired for a fee.
3. To any vehicle that is due and confined to:
 - a. Wear and tear;
 - b. Deterioration including but not limited to rust, rot or mold;
 - c. Latent or inherent defects;
 - d. Freezing;
 - e. Mechanical or electrical breakdown or failure;
 - f. Road damage to tires;
 - g. Lack of maintenance, including but not limited to lack or loss of lubricants, oil, transmission fluid, or coolant; or
 - h. Leakage or seepage of water, whether or not wind-driven, unless entering the vehicle through an opening caused by a covered peril.

This exclusion does not apply if the damage results from the total theft of **your covered auto**.

4. To any vehicle due to or as a consequence of:
 - a. Radioactive contamination;

- b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war, insurrection, rebellion or revolution.
5. To tapes, records, CD's, DVD's, video or other devices for use with equipment designed for the reproduction of sound or video.
6. To any **non-owned auto** when used by **you** or any **family member** or any person specifically listed as an additional driver in the **Declarations** without the owner's express or implied permission to do so.
7. To any vehicle operated by any person who has had their driving privileges permanently revoked.
8. To TV antennas, awnings, cabanas, or equipment designed to create additional living facilities.
9. To any of the following or their accessories:
- a. Citizen band radio;
 - b. Two-way mobile radio;
 - c. Telephone;
 - d. Scanning monitor receiver; or
 - e. Radar detectors or similar devices.
10. To any part of the vehicle, or its equipment, that is not permanently attached to the vehicle at the time of loss.
11. To any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business** of:
- a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
- vehicles. This includes road testing and delivery.
12. To any vehicle being towed by **your covered auto**, which is not shown in the **Declarations** and for which premium has not been paid. This exclusion does not apply to a **trailer**.
13. Due to the cost of delay in repair, nor will **we** pay more than the cost of repair and/or replacement of automobiles of standard makes and similar

type, and **we** will not pay for any extraneous items or any finish or special customizing of such vehicle other than as originally and normally manufactured.

14. To any specially built body, food vending equipment, catering equipment, or refrigeration equipment, nor to travel trailers, unless such equipment is described in the application and a premium charged therefore.
15. To any vehicle while it is being used in any racing, speed, or demolition event or contest or stunting activity or preparation for such an event, contest, or activity. This exclusion applies regardless of whether the event, contest, or activity is pre-arranged or not.
16. To any vehicle arising out of or during its commercial use for the transportation of any explosive substance, flammable liquid, or similar hazardous material, except transportation incidental to **your** ordinary household or farm activities.
17. Due to taking or confiscation by governmental or civil authority, for any purpose, including temporary taking or temporary confiscation.
18. Due to illegal sale, or repossession of a motor vehicle by the rightful owner.
19. Due to theft, embezzlement or other unlawful conversion of **your covered auto** or **non-owned auto** after custody of said **auto** has been entrusted to another party for the purpose of subleasing, leasing or selling said automobile, whether under a consignment or not. This exclusion will apply whether the theft, embezzlement or unlawful conversion of the automobile was committed by the person to whom the vehicle was entrusted or by any other person.
20. Due to the destruction of any vehicle, in whole or in part, intentionally caused by, or at the direction of **you**, any **insured person**, a **family member**, or any person listed as a driver in the **Declarations**.
21. Covered by collision under this policy if any vehicle is being operated by any person not listed on the application, **Declarations** or policy, who

has either a suspended or revoked driver license, regardless of where that person resides.

22. To any vehicle due to **diminution in value**.
23. Arising out of the ownership, maintenance or use of **your covered auto** or **non-owned auto** while it is rented to or leased to another.
24. Arising out of the ownership, maintenance or use of any vehicle that is principally designed for use off public roads.
25. Arising out of the ownership or operation of any vehicle while it is being used to commit a felony or other criminal activity. The exclusion applies regardless of whether the insured person is actually charged with, or convicted of, a crime.
26. Arising out of the ownership or operation of any vehicle while it is being used to flee a law enforcement agent or crime scene.

LIMIT OF LIABILITY

Our limit of liability for loss to **your covered auto**, **non-owned auto** or **additional equipment** is the lowest of:

1. The actual cash value of the stolen or damaged property at the time of the loss, but not to exceed \$125,000 unless specifically endorsed for a greater amount, reduced by the applicable deductible;
2. The amount necessary to replace the stolen or damaged property, but not to exceed \$125,000 unless specifically endorsed for a greater amount, reduced by the applicable deductible; or
3. The amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible.

However, the most **we** will pay for loss to:

1. A **trailer** is \$500;
2. **Additional equipment** is \$1,000, unless **you** have purchased Additional Equipment Coverage. If **you** have purchased Additional Equipment Coverage, the most **we** will pay is \$1,000, plus the amount of Additional Equipment Coverage **you** have purchased.

Payments for loss to **your covered auto, non-owned auto or additional equipment** are subject to the following provisions:

1. **We** reserve the right to make payment for repairs or replacement of property with other property of like kind and quality, specifically including the vehicle age, use and condition and/or parts supplied by a source other than the manufacturer of the vehicle such as aftermarket, used, recycled, rebuilt, restored, or exchanged parts.
2. If the repair or replacement results in the betterment of the property or part, meaning that the value of the repaired or replaced property or part has been increased above its pre-loss market value as a result of the repair or replacement, **you** may be responsible, subject to applicable laws and regulation, for the amount of the betterment.
3. Deductions for betterment or depreciation will be taken only for parts or specific repair process normally subject to repair or replacement during the useful life of the vehicle. Deductions will be limited to an amount equal to the proportion that the expired life of the part or specific repair process to be repaired or replaced bears to the normal life of that part or repair process.
4. In the event of a total loss, an adjustment for depreciation and physical condition will be made in determining the actual cash value of the vehicle.
5. **Our** payment will be reduced by the value of the salvage when **you** or the **owner** of the vehicle retains the salvage.
6. No person may receive a duplicate recovery under this policy for the same elements of damages.
7. No deductible will apply to a loss to window glass when the glass is repaired instead of replaced.
8. Actual cash value is determined by the market value, age, and condition of the vehicle at the time of the loss.
9. Coverage for **additional equipment**, unless **you** have purchased Additional Equipment Coverage, will not cause **our** limit of liability for loss to **your covered auto** under this Part D to be increased

to an amount in excess to the actual cash value of **your covered auto**, including its **additional equipment**.

10. If the **additional equipment** takes the place of parts or equipment that were included on **your covered auto** by the original vehicle manufacturer, no credit will be given for the value of the corresponding original part or equipment in the payment of the loss.

TOTAL LOSS

In the event that **we** determine **your** vehicle to be a total loss, **you** must allow **us** to move **your** vehicle to a free storage location of **our** choice. **We** reserve the right to retain **your** vehicle and/or its salvage property after **we** determine that **your** vehicle is a total loss.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. **We** may make this payment to **you** or any loss payee as the person or entity's interest appears. **We** may, at **our** expense, return any stolen property to:

1. **You**; or
2. The address shown in this policy. If **we** return stolen property, **we** will pay for any damage resulting from the theft. **We** may keep all or part of the property at an agreed or appraised value.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid as interest may appear to **you** and the loss payee shown in the **Declarations**. If **you** surrender possession of **your covered auto** to the loss payee or the loss payee repossesses **your covered auto**, **we** will not pay the loss payee for loss occurring after the date the loss payee or its agent takes possession of the **auto**. The interest of a loss payee shall be no greater than **your** interest under this policy.

When **we** pay a loss payee, **we** will not pay the loss payee more than the repair costs of **your covered auto**, actual cash value of **your covered auto** or the existing loan balance as of the date of loss, whichever is less, reduced by any applicable deductible and salvage value if **we** do not retain the salvage. Any insurance

covering the interest of a loss payee shall not be protected and shall become invalid for any damage, destruction or other loss resulting from **your** illegal or fraudulent acts and/or omissions. Additionally, **we** will not pay for any loss caused by conversion, embezzlement, or concealment by **you** or anyone acting on **your** direction or behalf. **We** will not pay for any destruction or damage and/or loss to an **auto** caused by any intentional act done by, at the direction of, or on behalf of any **insured person**. If **we** pay the loss payee for any loss that is not covered under this policy, **we** shall, to the extent of that payment, be subrogated to the loss payee's rights to recovery against **you** or any other **insured person**.

We reserve the right to cancel the policy as permitted by the policy terms. Cancellation shall terminate the policy and this agreement as to the loss payee's interest. **We** will give notice of cancellation to the loss payee and **named insured** as required under the law.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER INSURANCE

If other insurance also covers the loss, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable insurance, self-insurance, and/or protection limits or amounts regardless of source. However, any insurance **we** provide with respect to a **non-owned auto** shall be excess over any other collectible insurance, self-insurance, and any other source of recovery applicable to the loss.

APPRAISAL

If **we** and **you** do not agree on the amount of loss, then **we** and **you** may agree to an appraisal of the loss. If **we** and **you** agree to an appraisal, each party will select a competent appraiser and notify the other party in writing of the appraiser's identity within 30 days of the request for appraisal. The two appraisers will select an umpire. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A written

decision agreed to by any two will be binding. Each party will:

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

We do not waive any of **our** rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

For coverage to apply under this policy, **you** or the person seeking coverage must promptly report to **us** how, when and where the **accident** or loss happened, including the names and addresses of any injured persons and of any witnesses.

A person seeking any coverage must:

1. Cooperate with **us** in the investigation, settlement or defense of any claim or suit.
2. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or loss.
3. Submit, as often as **we** reasonably require:
 - a. To physical exams by physicians **we** select. **We** will pay for these exams.
 - b. To examinations under oath at a place of **our** choosing, within 75 miles of the residence of the **named insured**, and require the person to correct and sign under oath the transcript of the examination(s) under oath.
 - c. To a request for production of documents at the time of the examination under oath and any other time, and allow the copying of any documents **we** or **our** designated representative requests. This includes, but is not limited to, all documents concerning **your** income (payroll records, profit and loss statements, etc.), finances, credit, and any other documents **we** indicate are reasonable and necessary to investigate and process **your** claim. Such documents must be provided to **us** or **our** designated representative in a timely manner, and if requested, prior to an examination under oath.

4. Authorize **us** to obtain:
 - a. Medical reports;
 - b. Any documents **we** indicate are necessary to investigate and process **your** claim; and
 - c. Event data recorders and/or sensing and diagnostic modules or any other recording device for the purpose of retrieving data following an **accident** or loss.
5. Submit a proof of loss when required by **us**.
6. Provide any statements to **us** when **we** request them, whether in writing, oral, or recorded form, or in person, at **our** option.

A person seeking Uninsured/Underinsured Motorist Coverage must also:

1. Notify the police within 72 hours if a hit-and-run driver is involved.
2. Provide **us**, within 30 days of the date of filing, with a copy of the complaint, if a lawsuit is brought by the **insured person** against the owner or operator of the **uninsured motor vehicle** or **underinsured motor vehicle**, or against the owner or operator of any other vehicle in the **accident**.
3. Within a reasonable time, make available at **our** expense all pleadings and depositions, if an **insured person** brings a lawsuit against the owner or operator of the **uninsured motor vehicle** or **underinsured motor vehicle**, or against the owner or operator of any other vehicle in the **accident**.
4. Provide **us** with proof that the limits of liability under any liability policies applicable to an **uninsured motor vehicle** have been exhausted by payment of judgments or settlements. Provide **us** with proof that the limits of liability under any liability bond or policies applicable to an **underinsured motor vehicle** have been exhausted by payment of judgments or settlements.

A person seeking coverage under Part D – Damage to Your Auto must also:

1. Take reasonable steps after loss, at **your** expense, to protect **your covered auto** or a **non-owned auto** and its equipment from further loss.
2. Notify the police, within 24 hours of discovery of the event, if **your covered auto** is stolen.
3. Permit **us** to inspect and appraise the damaged property as often as **we** reasonably require before its repair or disposal.
4. Send **us**, within 30 days of the loss, **your** signed sworn statement in proof of loss in the form provided to **you**; or, if no form is provided to **you**, a form of **your** own creation, sworn to under oath, and showing the date and time of loss, the cause of loss, the actual cash value and amount of loss to **your covered auto**, and attaching detailed repair estimates.

PART F – GENERAL PROVISIONS

TERMS CONFORMED TO STATUTES

This policy shall be deemed amended to conform to the statutes of the state listed in your application if any provision fails to conform to such statutes. Any dispute as to coverages or the provisions of this policy shall be determined and governed by the law of the state listed in your application as your residence.

COVERAGE DEEMED GRANTED BY OUT-OF-STATE STATUTE

If an **accident** to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, and if a statute of that state or province that is applicable to **us** deems out-of-state automobile or motor vehicle policies issued by **us** to provide particular forms or limits of coverage not provided for in this policy when **your covered auto** is involved in an **accident** in that state, then for purposes of that **accident** only, **we** will interpret **your** policy as providing the minimum coverage deemed to be provided, at the minimum amounts permitted by law, and subject to the exclusions set forth in any coverage part of this policy, to the fullest extent permissible by

law. All such coverage shall be excess over any other collectible insurance, to the fullest extent permissible by law. Further, **our** obligation to pay such coverage shall be reduced by other available insurance, to the fullest extent permissible by law. Nothing contained herein constitutes a choice of law provision or consents to the application of the law of any particular state or province. No one will be entitled to duplicate payments for the same elements of loss.

BANKRUPTCY

Bankruptcy or insolvency of the **insured person** shall not relieve **us** of any obligations under this policy. If execution of a judgment against an **insured person** under Part A – Liability Coverage is returned unsatisfied for 30 days because of the insolvency or bankruptcy of the **insured person**, a person claiming payment for damages under Part A – Liability Coverage may maintain an action against **us** for the portion of the judgment that does not exceed **our** Limit of Liability, subject to all the terms and conditions of this policy.

CHANGES

This policy, any endorsements to this policy, the **Declarations**, and **your** application contain all the agreements between **you** and **us**. Their terms may not be changed or waived except by endorsement issued by **us**. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change.

The premium for this policy is based on the information **you** provided to **us** or other sources **we** use. **You** agree to cooperate with **us** in determining if this information is accurate and complete. **You** agree to notify **us** of any changes during the policy period. If this information is incomplete, incorrect, or changes during the policy period, **you** agree that **we** may adjust **your** premium, or take other legally permissible action.

Changes that may result in a premium change include, but are not limited to, **you** or a **family member** obtaining a driver's license or operator's permit, or changes in:

1. **Your** address;

2. **Your** garaging address;
3. **Resident** drivers and additional frequent drivers;
4. The number, type, or use classifications of **your covered autos**; and
5. Coverages, deductibles, or limits of liability.

You must notify **us** within 30 days of the time when a person becomes a **resident** of **your** household who was not previously listed on the policy.

MISREPRESENTATION OR FRAUD

This policy was issued in reliance on the information provided on **your** insurance application, including, but not limited to information regarding license and driving history of **you, family members**, all persons of driving age residing in **your** household, the description of the vehicles to be insured, the location of the principal place of garaging, and **your** place of residence.

We may void this policy if **you** or any insured have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct, at the time application was made. **We** may void this policy or deny coverage for an **accident** or loss if **you** or any insured have 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 that would otherwise be covered. If **we** void this policy, it will be void from its inception (void ab initio), and no coverage will be provided whatsoever. However, if **we** void this policy, this shall not affect coverage under Part A – Liability Coverage up to the minimum liability insurance limits required by the financial responsibility laws of the state of Nevada.

To the extent that **we** make payments to **you** under this policy and **our** subsequent investigation reveals **your** involvement in fraud or misrepresentation in the presentation of a claim, **you** must indemnify **us** for all payments made.

LEGAL ACTION AGAINST US

No legal action may be brought against **us** until there has been full compliance with all the terms and conditions of this policy. In addition, under Part A – Liability Coverage of this policy, no legal action may be brought against **us** until:

1. **We** agree in writing that the **insured person** has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring **us** into any action brought to determine the liability of an **insured person**.

Under Part B – Medical Payments Coverage or Part D – Damage to Your Auto, no legal action may be brought against **us** on or upon this policy, or arising out of any activities of the Company in any way related to this policy, or claims **you** have presented, unless filed within six years of the **accident** or loss.

The **insured person** and **we** agree that no cause of action shall accrue to the insured under Part C – Uninsured/Underinsured Motorist Coverage unless within six years from the date of the **accident**:

1. Agreement as to the amount due under the policy has been concluded;
2. The **insured person** has filed an action against **us** in a court of competent jurisdiction; or
3. Suit for **bodily injury** has been filed against the uninsured motorist in a court of competent jurisdiction and, within one year from the date of settlement or final judgment against the uninsured motorist, the **insured person** has filed an action against **us** in a court of competent jurisdiction.

OUR RIGHT TO RECOVER PAYMENT

If **we** make a payment under this policy, and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. **We** shall be entitled to the payment, reimbursement, and subrogation as provided in this section, regardless of whether the total amount of the recovery of the person (or his or her estate, parent or legal guardian) on account of the

injury, illness or **property damage** is less than the actual loss suffered by the person (or his or her estate, parent or legal guardian). That person shall do:

1. Whatever is necessary to enable **us** to exercise **our** rights; and
2. Nothing after loss to prejudice **our** rights.

However, **our** rights in this provision do not apply under:

1. Part B – Medical Payment Coverage;
2. Part C – Uninsured/Underinsured Motorist Coverage, for an **accident** involving an **underinsured motor vehicle**; or
3. Part D – Damage to Your Auto, against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.

If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for **us** the proceeds of the recovery; and
2. Reimburse **us** to the extent of **our** payment within 30 days of receipt of the proceeds of any recovery.

If an **insured person** under this policy makes recovery from a responsible party, other than the owner or operator of an **underinsured motor vehicle**, without **our** written consent, the **insured person's** right to payment under any affected coverage will no longer exist.

If **we** exercise **our** right to recovery against another, **we** will also attempt to recover any deductible incurred by an **insured person** under this policy. **We** reserve the right to compromise or settle the deductible and **property damage** claims against the responsible parties for less than the full amount. **We** reserve the right to reduce reimbursement of the deductible by the proportion that the amount **we** recover bears to the total amount of **our** subrogated claim. **We** will also reduce reimbursement of the deductible by the proportionate share of the collection expenses including attorney fees incurred with **our** recovery efforts. **We** will not recover the deductible if **you** instruct **us** not to.

POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and losses that occur during the policy period as shown in the **Declarations** and within the policy territory. The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or **accidents** involving, **your covered auto** while being transported between their ports.

CANCELLATION

You may cancel this policy by calling **us** or giving **us** advance notice of the future date cancellation is to take effect. If **your** initial premium is paid by check, draft, credit card, electronic funds transfer, or similar form of remittance and the remittance is not honored or is returned due to non-sufficient funds, the policy shall be deemed void from inception.

We may cancel this policy at any time for nonpayment of premium by providing at least 10 days notice to **you** at the address shown in **our** records.

During the first 69 days of the initial policy term, **we** may cancel this policy for any reason by providing at least 10 days notice to **you** at the address shown in **our** records. In all other cases, other than nonpayment of premium, at least 30 days notice of cancellation will be provided.

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

1. Nonpayment of premium;
2. Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
3. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
4. Discovery of an act or omission or a violation of any condition of the policy, which occurred after the first effective date of the current policy and

substantially and materially increases the hazard insured against;

5. A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated by **us** at the time the policy was issued or last renewed; or

The effective date and time of cancellation stated in the notice shall become the end of the policy period. Any cancellation will be effective for all coverages for all persons and all vehicles.

NONRENEWAL

If **we** decide not to renew or continue this policy, **we** will mail notice to **you** at the address shown in **our** records. Notice will be mailed at least 30 days before the end of the policy period.

PREMIUM REFUND AND CANCELLATION FEE

If this policy is canceled, **you** may be entitled to a premium refund. Any refund due will be computed on a daily pro rata basis. However, **we** shall retain a cancellation fee if cancellation is for nonpayment of premium or if **you** cancel this policy. **Our** making or offering to make a refund is not a condition of cancellation.

POLICY TERMINATION

If **we** offer to renew or continue and **you** or **your** representative do not accept, this policy will terminate at the end of the current policy period as described in this paragraph. If **you** fail to pay the required renewal or continuation premium when due, this shall mean that **you** have not accepted **our** offer, and **we** will issue a cancellation notice.

If **you** obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that **auto** on the effective date of the other insurance. All coverage associated with any vehicle **you** own will terminate upon the sale or transfer of vehicle ownership.

PROOF OF MAILING

We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this policy may not be assigned without **our** written consent. However, if a **named insured** shown in the **Declarations** dies, coverage will be provided for:

1. The surviving spouse, if residing in the same household at the time of death; and
2. The legal representative of the deceased person as if a **named insured** shown in the **Declarations**. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

Coverage will only be provided until the end of the policy period.

POLICY AND/OR FILING FEES

A Policy Fee and Filing Fee, if any, as set forth under the **Declarations** of this policy, is fully earned upon issuance of the policy and is not refundable.

ADDITIONAL PREMIUM DUE – LOSS SETTLEMENT

In the event of additional premium due to the incorrect rating of this policy, **we** shall have the right to correct the premium in accordance with **our** published rates and underwriting rules. If a loss occurs under the policy **we** shall have the option to deduct such additional premium from any loss settlement.

CLAIMS SETTLEMENT

To assist **us** in determining the amount of damages, expenses, or loss payable under the terms of this policy, **we** may use estimating, appraisal, or injury evaluation systems developed by **third parties** or **us** and may include the use of computer software, databases and other specialized technology.

WARNING – MEXICO

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

NAMED DRIVER EXCLUSION

If **you** have elected to exclude a driver who may, by law, be excluded, coverage under this policy shall not apply nor shall they accrue to the benefit of **you**, any third party claimant, or any other person, while any **auto** is being operated by the driver that has been excluded (listed on the Application and/or **Declarations** and/or a Named Driver Exclusion acknowledgment), regardless of where the person resides or whether the person is licensed to drive. However, if the excluded driver is **you** or a **family member**, then coverage under Part A – Liability Coverage shall be limited to the minimum limits of liability required by the financial responsibility laws of the State of Nevada.

This exclusion applies to the policy, or any continuation, renewal, or replacement of the policy by the **named insured**, or reinstatement within 30 days of any lapse thereof.



AUDREY E. SYLVAN
President



MARTIN R. BROWN
Secretary

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