

Personal Auto Policy

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Insuring Agreement

In return for **your** premium payment and based upon the representations **you** made in the application for this insurance, **we** agree to insure **you** for each of the coverages listed on the **Declarations Page** subject to all the terms, limits and conditions of the application, the **Declarations Page**, this policy and all of its endorsements.

Definitions Used Throughout This Policy

- A. Certain words and phrases are defined in this policy. Defined words and phrases appear in boldface type and have special meaning. Refer to the definition sections for the meanings. The defined terms have the same meaning whether in the singular, plural, or any other form of the same term.
- B. **We, us** and **our** mean the Company named on the **Declarations Page** that provides this insurance.
- C. **You** and **your** mean the **named insured** shown on the **Declarations Page** and **your** spouse, if a resident of **your** household.
1. **Your** spouse includes a registered domestic partner, civil union or similar union under applicable state law:
 - a. If the person is a resident of the same household with **you** during the policy period, and
 - b. If the civil union or partnership was validly entered into under the laws of any state, municipality, or territory of the United States or any other country.
 2. If **your** spouse or partner defined above is no longer a resident in the same household during the policy period, the spouse or partner will be considered insured by this policy until the earlier of:
 - a. The end of ninety (90) days following the change of residency;
 - b. The effective date of another policy listing **your** spouse or partner as a named insured;
 - c. The end of the policy period; or
 - d. Cancellation of this policy.
- D. **Definitions**
1. **Accident** means a sudden, unexpected and unintended event. An **accident** must occur during the policy period, arise out of the ownership, maintenance or use of a **car** and cause **bodily injury** or **property damage**.
 2. **Additional car** means a **car** that **you** acquire by purchase or by a written lease of at least six (6) continuous months.
 - a. For coverage to apply **you** must:
 - (1) Acquire the **car** during the policy period; and
 - (2) Notify **us** within thirty (30) days of its acquisition.
 - b. An **additional car** will have the broadest coverage **we** provide for any **car** shown on the **Declarations Page**.
 - c. Coverage does not continue after thirty (30) days if **you** fail to notify **us** of its acquisition.
 3. **Bodily injury** means accidentally sustained bodily harm to an individual including any resulting illness, disease or death.
 4. **Business** means any full or part-time profession, occupation, trade or commercial enterprise.
 5. **Car** means a four-wheeled private passenger car of the coupe, sedan, station wagon, pick-up truck, van or sport utility type, with gross vehicle weight of 14,000 pounds or less, and licensed for and used only upon public highways. It does not include a motorhome, a step van, parcel delivery van, cargo cutaway van, or other van with the cab separate from the cargo area.
 6. **Commercial Ride-Sharing Program** means an arrangement or activity through which persons or property are transported for compensation, regardless of the amount or form of compensation charged or paid and includes the time:
 - a. commencing when a driver of a **car** is available to accept transportation requests for passengers or property for compensation;
 - b. between the driver accepting a transportation request and the passengers or property entering into or being loaded upon the **car** used for this request;
 - c. passengers or property are in or upon the **car** used for this request; and
 - d. between the passengers or property exiting or unloading from the **car** and the driver is no longer available to accept transportation requests.
 7. **Damages** mean compensation in the form of compensatory damages that can be recovered by those who suffer **bodily injury** or **property damage** as a result of an **accident**. **Damages** do not mean punitive or exemplary damages or any restitution, fines or penalties that are required to be paid as the result of any civil or criminal proceedings brought against any person.
 8. **Declarations Page** means the document from **us** listing:
 - a. The type of coverages **you** have elected;
 - b. The limit for each coverage;

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- c. The premium for each coverage;
 - d. The **cars** insured by this policy;
 - e. The **named insured**; and
 - f. Other policy information.
9. **Family member** means a person who resides with **you** and who is related to **you** by blood, marriage or adoption, including a ward or foster child. This also includes a minor in the custody of **you** or of a person related to **you** who resides with **you**.
10. **Named insured** means the person or persons listed on the **Declarations Page** as the **named insured**.
11. **Non-owned car** means any **car** or **utility trailer**, other than **your insured car**, which is not owned by, furnished or available for regular use by **you** or a **family member** while in the custody of or being operated by **you** or a **family member**.
12. **Occupying** means:
- a. In;
 - b. On;
 - c. Getting into; or
 - d. Getting out of.
13. **Personal Car Sharing Program** means a **business** in which persons or legal entities are engaged in the **business** of facilitating the sharing of **cars** for temporary use by individuals.
14. **Property damage** means physical injury to or destruction of tangible property, including loss of its use.
15. **Rental car** means any **car** or a **utility trailer** that is rented by **you** on a daily or weekly basis not to exceed thirty (30) consecutive days, provided that this **car** or **utility trailer** is not owned by, furnished or available for regular use by **you** or a **family member**.
16. **Replacement car** means a **car** that **you** acquire to replace any **car** listed on the **Declarations Page**, either by purchase, or by a written lease of at least six (6) continuous months.
- a. **You** must:
 - (1) acquire the **car** during the policy period; and
 - (2) notify **us** within thirty (30) days of its acquisition.
 - b. A **replacement car** will have the same coverage as **your insured car** that it replaces.
 - c. Coverage does not continue after thirty (30) days if **you** fail to notify **us** of the replacement.
17. **Substitute car** means a **car** not **owned** by **you** or a **family member**, but being temporarily used by **you** or a **family member** as a substitute for a **car** listed on the **Declarations Page** only when that listed **car** is withdrawn from normal use because of breakdown, repair, servicing, loss or destruction.
18. **Utility trailer** means a non-motorized vehicle that is designed to be towed by **your insured car** and it includes a farm wagon or farm implement while towed by a **car** on public roads. **Utility trailer** does not mean:
- a. A trailer used as an office, store, display or any other **business** for commercial purposes;
 - b. A passenger trailer;
 - c. A trailer used as a primary residence; or
 - d. A travel trailer or camper trailer.
19. **Your insured car** means:
- a. Any **car** listed on the **Declarations Page** of this policy;
 - b. A **replacement car**;
 - c. A **substitute car**;
 - d. A **rental car**;
 - e. An **additional car**; and
 - f. Any **utility trailer**:
 - (1) that **you** own, or
 - (2) if not owned by **you**, while attached to **your insured car**.

Part I – Liability Coverage

Coverage A - Bodily Injury

Coverage B - Property Damage

A. Insuring Agreement - Bodily Injury and Property Damage Coverage

We will pay **damages** for **bodily injury** or **property damage** that any **insured person** is legally liable to pay as a result of an **accident** to which this coverage applies. We will defend an **insured person** against any covered suit or settle any claim or lawsuit as we deem appropriate. Subject to the limits of liability, **damages we** pay will include prejudgment interest awarded in a judgment against an **insured person**. Our duty to defend or settle any suit will end after we have exhausted the limits of liability through payment of judgments or settlements.

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B. Additional Payments

We will also pay the following benefits for an **insured person**:

1. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend; however, **we** are not obligated to apply for, furnish, or provide collateral or security for any of the above bonds. **We** are not required to purchase a bond in an amount greater than **our** limit of liability.
2. Up to \$300 for the cost of bail bonds required because of an **accident** or traffic law violation arising out of the use of **your insured car**; however, **we** are not obligated to apply for, furnish, or provide collateral or security for any bonds. **We** are not required to purchase a bond in an amount greater than **our** limit of liability.
3. Actual loss of wages or salary up to \$50 a day, but not other income, when **we** ask an **insured person** to attend a trial or hearing.
4. Reasonable expenses incurred by an **insured person** for first aid provided by the **insured person** to others at the time of an **accident** involving any **car** insured under **Part I - Liability Coverage**.
5. Post judgment interest that accrues on any **damages** awarded in any suit **we** defend, which interest has accrued after judgment is entered and before **we** have paid, offered to pay, or deposited with the court that portion of the judgment that is not in excess of **our** limit of liability. **We** will not pay post judgment interest on any portion of the judgment that exceeds **our** limits of liability.
6. All costs **we** incur in settling any claim or defending any lawsuit.
7. Other reasonable expenses, if incurred at **our** request.

C. Additional Definitions Used in This Part Only

Insured person in Part I means:

1. **You** or any **family member** or a **listed driver**;
2. Any person using **your insured car** with **your** permission; or
3. Any other person or organization with respect only to legal liability for acts or omissions of:
 - a. Any person insured under Part I while using **your insured car**, or
 - b. **You** or any **family member** insured under Part I while using any **car**, other than **your insured car**, if not owned or hired by that person or organization.

Insured person does not mean:

1. The United States of America or any of its agencies;
2. Any person for **bodily injury** or **property damage** arising from the operation of a **car** by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply;
3. Any named excluded driver; or
4. Any person while operating a **car** that is available for hire or while using a **car** that is part of a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement.

Listed driver means a driver expressly rated on this policy to operate **your insured car** and for whom a premium has been paid to operate **your insured car**.

D. Exclusions - What is Not Insured in Part I

1. **We** do not insure **bodily injury** or **property damage** arising out of the ownership, maintenance or operation of **your insured car** while it is being used to carry persons or property for compensation or a fee, including but not limited to the pick up or delivery or return from a pick up or delivery of:
 - a. Products;
 - b. Documents;
 - c. Newspapers; or
 - d. Food.This exclusion does not apply to a share-the-expense car pool.
2. **We** do not insure **bodily injury** or **property damage** caused intentionally by or at the direction of any **insured person**, whether or not any person intended to cause damage or injury of any nature.
3. **We** do not insure **bodily injury** or **property damage** with respect to which any person is insured under a nuclear energy insurance policy. This exclusion applies even if the limits of that policy are exhausted.
4. **We** do not insure **bodily injury** to an employee of an **insured person** arising in the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee except when workers' compensation benefits are required or available for that domestic employee.
5. **We** do not insure **bodily injury** or **property damage** resulting from an **insured person's** employment, or other involvement, in the **business** or occupation of:

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- a. transporting,
- b. selling,
- c. repairing,
- d. servicing,
- e. storing, or
- f. parking

cars. This exclusion includes road testing and delivery of the **cars**.

6. **We** do not insure **bodily injury** or **property damage** resulting from the use of a **car** by an **insured person** in an emergency occupation on a full-time, part-time, or volunteer basis. Such occupations include, but are not limited to, fire-fighting, police or ambulance activities. However, this exclusion does not apply to a **car** listed on the **Declarations Page** or any **replacement car**.
7. **We** do not insure **property damage** to property:
 - a. owned by;
 - b. being transported by;
 - c. rented to; or
 - d. in the charge ofan **insured person**. This exclusion does not apply to **property damage** to a residence or private garage rented by that person.
8. **We** do not insure **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motorized vehicle with less than four wheels.
9. **We** do not insure **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **car**, other than **your insured car**, which is owned by, furnished or available for regular use by **you** or a **family member**.
10. **We** do not insure **bodily injury** or **property damage** resulting from liability assumed under any contract or agreement. This exclusion does not apply to liability **you** assume in a written contract relating to the use of a **rental car** or a **substitute car**.
11. **We** do not insure **bodily injury** or **property damage** resulting from an **insured person** participating, or **your insured car** being used, in any racing, speed, demolition, stunt or performance driving contest, demonstration, instruction or activity, or in practice or preparation for any such activity or while operating on a driving track designed for racing or high performance driving.
12. **We** do not insure charges, fees and administrative expenses for services performed by law enforcement and municipal personnel when responding to an **accident**.
13. **We** do not insure **bodily injury** or **property damage** for any **insured person** who is using a **car** without a reasonable belief the **insured person** is entitled to do so. This exclusion does not apply to a **family member** using **your insured car** that is owned by **you**.
14. **We** do not insure loss due to theft or conversion of **your insured car**, a **non-owned car**, or trailer:
 - a. By **you**, a **family member**, or any resident of **your** household;
 - b. Prior to its delivery to **you** or a **family member**; or
 - c. While in the care, custody, or control of anyone engaged in the **business** of selling the **car** or trailer.
15. **We** do not insure **bodily injury** or **property damage**:
 - a. Caused by, or reasonably expected to result from, a criminal act or omission of an **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with or convicted of a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations;
 - b. Arising out of the use or operation by an **insured person** of any **car** while it is being used to flee a law enforcement agent or crime scene.
16. **We** do not insure **bodily injury** or **property damage** for any **accident** that occurs while **your insured car** or any **car** is in a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.

E. Limits of Liability

The limits of liability shown on **your Declarations Page** apply subject to the following:

1. The **bodily injury** liability limit for "Each Person" is the maximum for **bodily injury** sustained by one person in one **accident**. All claims of others derived from such **bodily injury**, including but not limited to, emotional injury, mental anguish, loss of society, loss of companionship, loss of services, loss of consortium and wrongful death are included in the "Each Person" limit.
2. Subject to the **bodily injury** liability limit for "Each Person", the **bodily injury** liability limit for "Each Accident" is the maximum combined amount for **bodily injury** sustained by two or more persons in one **accident**.

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3. The **property damage** liability limit for "Each Accident" is the maximum for all **property damage** sustained to all property in any one **accident**.
 4. The limits of liability shown on the **Declarations Page** for **bodily injury** and **property damage** are the most **we** will pay regardless of the number of:
 - a. Claims made;
 - b. **Your insured cars**;
 - c. **Insured persons**;
 - d. Lawsuits brought;
 - e. **Cars** involved in the **accident**; or
 - f. Premiums paid.
 5. If the **Declarations Page** shows that a combined single limit or "CSL" applies, the amount shown is the most **we** will pay for all **bodily injury** and **property damage** resulting from any one **accident** regardless of the number of:
 - a. Claims made;
 - b. **Your insured cars**;
 - c. **Insured persons**;
 - d. Lawsuits brought;
 - e. **Cars** involved in the **accident**; or
 - f. Premiums paid.

All claims of others derived from such **bodily injury**, including, but not limited to, emotional injury, mental anguish, loss of society, loss of companionship, loss of services, loss of consortium and wrongful death are included in the "CSL" limit.
 6. No person is entitled to duplicate payments for the same elements of **damages** from this policy or any other policy. Any amount payable to a person for liability coverage shall be reduced by all sums paid or payable to that person or for their benefit under any uninsured or underinsured motorist coverage, medical payments coverage, or physical damage coverage.
 7. Stacking or aggregation of liability coverage limits for **bodily injury** or **property damage** is not permitted by this policy.
- F. Legal Action Against Us**
1. Under **Part I - Liability Coverage**, no legal action may be brought against **us** until:
 - a. **we** agree in writing that the **insured person** has an obligation to pay; or
 - b. the amount of that obligation has been finally determined by judgment after trial.
 2. 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**.
- G. Conformity with Financial Responsibility Laws**
- When **we** certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by law.
- H. Out of State Coverage**
1. If an **accident** to which this policy applies occurs in any state or province other than the one in which **your insured car** is principally garaged, and if a statute of that **accident** state or province that is applicable to **us** deems out-of-state vehicle liability policies issued by **us** to provide particular forms or limits of coverage not provided for in this policy when **your insured car** is involved in an **accident** in that state, then for purposes of that **accident** only, **we** will interpret **your** policy as providing the additional minimum coverage(s) deemed to be provided, at the minimum amounts permitted by law, and subject to the exclusions set forth in this policy.
 2. **Our** obligation to pay such coverage shall be reduced by all other available insurance, to the extent permitted by the law of the other state.
 3. Nothing contained herein constitutes a choice of law provision or consents to the application of the law of any particular state or province.
- I. Other Insurance**
1. If there is other applicable auto liability insurance on any other policy that applies to an **accident** insured under Part I, **we** will pay only **our** share. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. However, the total amount payable among all such policies will not exceed the limits provided by the single policy with the highest limits of liability.
 2. Any insurance **we** provide under this policy for a **non-owned car** shall be excess over any other collectible insurance. The highest limits of liability shown on the **Declarations Page** of this policy for any one **your insured car** will apply.

Part II - Uninsured Motorist Coverage

Coverage C - Uninsured Motorist Coverage

A. Insuring Agreement - Uninsured Motorist Bodily Injury Coverage

If a limit for this coverage is shown on **your Declarations Page**, we will pay **damages** an **insured person** is legally entitled to recover from the owner or operator of an **uninsured 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**.

B. Additional Definitions Used In This Part Only

1. Insured person in Part II means:

- a. **You** or any **family member**;
- b. Any person while **occupying your insured car**, or
- c. Any person who is entitled to recover **damages** covered by Part II because of **bodily injury** sustained by a person described in a or b above.

But, no person shall be considered an **insured person** if the person uses a vehicle without having sufficient reason to believe that the use is with permission of the owner.

Insured person does not mean:

Any person while operating a **car** that is available for hire or while using a **car** that is part of a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement.

2. Uninsured motor vehicle means a motor vehicle of any type:

- a. To which no **bodily injury** liability bond or policy applies at the time of the accident;
- b. To which a **bodily injury** liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (1) denies coverage, or
 - (2) is or becomes insolvent or otherwise unable to pay motor vehicle liability insurance claims;
- c. Which is a hit-and-run vehicle whose owner or operator cannot be identified and which causes an accident resulting in **bodily injury**; or
- d. To which a bodily injury liability bond, policy, or security applies at the time of the accident, but the sum of all applicable limits of liability under all valid and collectible bonds, policies and securities provides coverage in amounts less than the **damages** to which

the **insured person** is legally entitled from the owner or operator of that vehicle.

An **uninsured motor vehicle** does not mean any vehicle:

- a. Owned by **you** or a **family member** or furnished or available for the regular use of **you** or a **family member**;
- b. That is **your insured car**;
- c. Owned or operated by a self-insured as contemplated by any financial responsibility law, or similar law, except
 - i. a self-insured who is or becomes insolvent; or
 - ii. a self-insured which is a governmental unit or agency;
- d. Operated by a person who intentionally causes the **accident** or occurrence and whose liability insurance coverage is denied because of an intentional act exclusion;
- e. Operated on rails or crawler treads;
- f. That is a farm-type tractor or equipment designed principally for use off public roads, except while being used upon public roads;
- g. While located for use as a residence or premises or office; or
- h. That is not required to be registered as a motor vehicle.

C. Exclusions - What is Not Insured in Part II

We do not provide uninsured motorist coverage for any **insured person** for:

1. The direct or indirect benefit of any insurer or self-insurer under any of the following or similar laws or funds:
 - a. Workers' compensation law;
 - b. Disability benefits law; or
 - c. The State Accident Insurance Fund.
2. **Bodily injury** sustained by any **family member** while **occupying** or when struck by any vehicle owned by **you** that is insured for uninsured motorist coverage on a primary basis under any other policy.
3. **Bodily injury** sustained by an **insured person** while using, **occupying** or when struck by a **car** of any type that is designed to be operated on the public roads and that is owned by **you** or a **family member** or furnished for or available for regular use if that **car** is uninsured for this coverage.

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4. **Bodily injury** arising out of the ownership, maintenance or operation of **your insured car** while it is being used to carry persons or property for compensation or a fee, including but not limited to the pick up or delivery or return from a pick up or delivery of:

- a. Products;
- b. Documents;
- c. Newspapers; or
- d. Food.

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

5. **Bodily injury** when an **insured person** is using a **car** without a reasonable belief that the person is entitled to do so. This exclusion does not apply to a **family member** using **your insured car** that is owned by **you**.
6. **Bodily injury** for which insurance is afforded under a nuclear energy liability insurance policy or would be afforded under a nuclear energy liability insurance policy but for its termination upon exhaustion of its limit of liability.
7. **Bodily injury** resulting from an **insured person** participating in or **your insured car** being used in any racing, speed, demolition, stunt or performance driving contest, demonstration, instruction or activity, or in practice or preparation for any such activity or while operating on a driving track designed for racing or high performance driving.
8. **Bodily injury**:
- a. Caused by, or reasonably expected to result from, a criminal act or omission of an **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.
 - b. Arising out of the operation of any **car** by an **insured person** while it is being used to flee a law enforcement agent or crime scene.
9. **Bodily injury** for any accident that occurs while **your insured car** or any **car** is in a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.
10. Punitive or exemplary damages.

11. Attorney's fees or litigation expenses including those that result from any lawsuit where punitive or exemplary damages were awarded.

D. Additional Duties for Part II - Uninsured Motorist Coverage

An **insured person** must comply with the following provisions:

1. Any judgment or settlement for **damages** against an owner or operator of an **uninsured motor vehicle** that arises out of a lawsuit brought without **our** written consent is not binding on **us** unless **we**:
 - a. Received from the **insured person** reasonable notice of the suit that resulted in the judgment; and
 - b. Had a reasonable opportunity to protect **our** interests in the suit.
2. When the **insured person** informs **us** of a settlement offer, if any, proposed by or on behalf of the owner or driver of the **uninsured motor vehicle**, the **insured person** must request **our** written consent to accept such settlement offer.
 - a. If **we** consent in writing, then the **insured person** may accept such settlement offer.
 - b. If **we** inform the **insured person** in writing that **we** do not consent, then the **insured person** may not accept such settlement offer and:
 - (1) **We** will make payment to the **insured person** in an amount equal to such settlement offer. This payment is considered a payment made by or on behalf of the owner or driver of the **uninsured motor vehicle**; and
 - (2) Any recovery from or on behalf of the owner or driver of the **uninsured motor vehicle** shall first be used to repay **us**.
3. An **insured person** must take all necessary steps to protect **our** right of subrogation, which may include the filing of a suit against an uninsured motorist. Any suit filed by an **insured person** must be filed within the applicable statute of limitations. If **we** make a payment and the **insured person** recovers from another party, the **insured person** shall hold the proceeds in trust for **us** and pay **us** back the amount **we** have paid.
4. A person seeking Uninsured Motorist Coverage under this policy must also submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.

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5. Any action brought against **us** pursuant to this coverage must be brought in the county in which the person seeking benefits resides or in the United States District Court serving that county.

E. Limits of Liability

1. If **your Declarations Page** shows a "split limit" for Uninsured Motorist Coverage:
 - a. The amount shown for "Each Person" is the most **we** will pay for all **damages** due to **bodily injury** to an **insured person**.
 - b. All claims of others derived from such **bodily injury**, including, but not limited to:
 - (1) Emotional injury;
 - (2) Mental anguish;
 - (3) Loss of society;
 - (4) Loss of companionship;
 - (5) Loss of services;
 - (6) Loss of consortium; and
 - (7) Wrongful deathare included in the "Each Person" limit.
 - c. Subject to the "Each Person" limit, the amount shown for "Each Accident" is the most **we** will pay for all **damages** due to **bodily injury** sustained by two or more **insured persons** in any one accident.
 - d. The limits of liability shown on the **Declarations Page** for Uninsured Motorist Coverage are the most **we** will pay regardless of the number of:
 - (1) Claims made;
 - (2) Insured **cars**;
 - (3) **Insured persons**;
 - (4) Lawsuits brought;
 - (5) Motor vehicles involved in the accident; or
 - (6) Premiums paid.
2. **We** will not pay under Part II any expenses paid or payable under any medical or disability benefits coverage applicable to the **uninsured motor vehicle** and collectible from the insurer of such vehicle.
3. If an **insured person** suffers actual **damages** for **bodily injury** caused by an accident with a motor vehicle owned by a governmental unit or agency, whether self-insured or not, that is subject to the statutory limitation of damages contained in NRS 41.035, then **we** will pay up to the limits of this coverage for the actual **damages** suffered by the

insured person that exceed this statutory limitation of liability.

4. No one will be entitled to duplicate payments for the same elements of **damages** under this or any other policy. Additionally, the limits of liability under Part II will be reduced by all sums paid or payable:
 - a. Because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible;
 - b. Under **Part I - Liability Coverage**;
 - c. Under **Part III - Medical Expense Coverage**;
 - d. As a result of **bodily injury** under any workers' compensation law, disability benefits law or any similar law.

5. LIMITATIONS ON STACKING COVERAGES

IF **YOU** HAVE MORE THAN ONE MOTOR VEHICLE INSURED WITH **US** AND, IF **YOU** OR ANY OTHER **INSURED PERSON** IS IN AN **ACCIDENT**:

- A) IN **YOUR INSURED CAR** - **WE** WILL NOT PAY MORE THAN THE UNINSURED MOTORIST LIMIT OF COVERAGE SHOWN ON THE **DECLARATIONS PAGE** FOR THAT PARTICULAR INSURED **CAR**.
- B) IN A MOTOR VEHICLE OTHER THAN **YOUR INSURED CAR** OR WHILE A PEDESTRIAN - **WE** WILL NOT PAY FOR MORE THAN THE UNINSURED MOTORIST LIMIT OF COVERAGE WHICH **YOU** HAVE ON ANY ONE OF **YOUR INSURED CARS**.

COVERAGE ON OTHER MOTOR VEHICLES INSURED BY **US** CANNOT BE ADDED TO OR STACKED ON THE COVERAGE OF **YOUR INSURED CAR** THAT COVERS THE LOSS.

THESE LIMITS OF COVERAGE APPLY REGARDLESS OF THE NUMBER OF POLICIES, **INSURED PERSONS**, **YOUR INSURED CARS**, CLAIMS MADE, CLAIMANTS, OR MOTOR VEHICLES INVOLVED IN THE **ACCIDENT**.

WE WILL PAY NO MORE THAN THE MAXIMUM LIMITS OF THIS COVERAGE, AS SHOWN IN THE **DECLARATIONS PAGE** OF THIS POLICY, FOR ANY PERSON OR VEHICLE INSURED UNDER THIS PART FOR ANY ONE **ACCIDENT** OR OCCURRENCE REGARDLESS OF THE NUMBER OF:

1. VEHICLES OR PREMIUMS SHOWN IN THE **DECLARATIONS PAGE**;
2. VEHICLES INSURED;
3. **INSURED PERSONS**;

Personal Auto Policy (continued)

4. CLAIMS OR CLAIMANTS;
5. POLICIES; OR
6. VEHICLES INVOLVED IN THE **ACCIDENT** OR OCCURRENCE.

THE LIMITS PROVIDED BY THIS POLICY FOR THIS COVERAGE MAY NOT BE STACKED, AGGREGATED, OR OTHERWISE COMBINED WITH THE LIMITS PROVIDED BY ANY OTHER POLICY ISSUED TO **YOU** OR A **FAMILY MEMBER** BY US OR BY ANY OTHER MEMBER OF THE FARMERS INSURANCE GROUP OF COMPANIES.

THE LIMITS ARE NOT INCREASED BY INSURING ADDITIONAL VEHICLES, EVEN THOUGH A SEPARATE PREMIUM FOR EACH VEHICLE IS SHOWN ON THE **DECLARATIONS PAGE**.

F. Other Insurance

1. If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance being provided under Part II of this policy, any recovery for **damages** under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one motor vehicle under any one policy providing coverage on either a primary or excess basis.
2. The coverage provided by this policy is excess over any other collectible auto uninsured motorist insurance coverage provided by any other policy which applies to the same **accident** or occurrence.

Part III - Medical Expense Coverage

A. Insuring Agreement - Medical Expense Coverage

1. Subject to the limit of liability shown on **your Declarations Page**, if **you** have paid the premium for this coverage, **we** will pay the **reasonable expenses** for **necessary medical services** and funeral services:
 - a. Because of **bodily injury**;
 - b. Caused by an **accident**; and
 - c. Sustained by an **insured person**.Medical services must be provided within three (3) years from the date of the **accident**.
2. **We** have the right to review all medical expenses submitted on behalf of an **insured person** and to determine what are **reasonable expenses** and **necessary medical services**. **We** have the right to also use third party sources of information selected by **us**, and sources may include, but are not limited to:

- a. Medical record reviews;
- b. Computer databases;
- c. Published sources of medical expense information;
- d. Utilization reviews;
- e. Peer reviews;
- f. Medical bill reviews; or
- g. Medical examinations by physicians that **we** will select.

At **our** expense, **we** may employ or enter into contract with an independent medical consultant(s) to assist us in determining whether all or any portion of any claim are **reasonable expenses** and **necessary medical services**. **We** may submit to such a consultant any medical records, reports, bills, statements, results of tests and examinations, and any other documentation or material **we** deem appropriate.

3. Additionally, **we** have the right to enter into a contract with a third party who has an agreement with the **insured person's** medical provider to charge fees as determined by that agreement.

B. Unreasonable or Unnecessary Medical Expenses

1. Upon conclusion of **our** review of medical expenses, **we** may refuse to pay for medical expenses that **we** determine to be unreasonable or unnecessary because:
 - a. The fee for the services is greater than the fee for **reasonable expenses**; or
 - b. The services provided for the treatment of **bodily injury** are not **necessary medical services**.
2. If a medical service provider files suit against an **insured person** after **we** have determined their fees are unreasonable or unnecessary, **we** will pay any resulting defense costs, and any resulting judgment against the **insured person**, subject to the limit of liability for this coverage if:
 - a. The **insured person** has paid the entire disputed amount to the provider; or
 - b. The provider has begun collection activity against the **insured person** for the amounts that **we** determined were unnecessary or unreasonable.

When **we** defend, **we** will choose counsel and **we** will pay reasonable expenses that the **insured person** incurs at **our** request, including loss of earnings up to \$50 per day for the **insured person** to attend any court hearing.

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C. Additional Definitions Used in This Part Only

1. **Insured person**, in Part III, means:

- a. **You** or any **family member**:
 - (1) While **occupying** any **car**; or
 - (2) When struck as a pedestrian by a **car**; or
- b. Any other person while **occupying your insured car** with permission of the owner.

Insured person does not mean:

Any person while operating a **car** that is available for hire or while using a **car** that is part of a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement.

2. **Necessary medical services** mean prescribed medical services which are reasonable, customary and necessary for treatment of the **bodily injury**, including the number and duration of treatments in the region in which those services are provided. The services are limited to medical, surgical, dental, x-ray, ambulance, hospital and professional nursing, and funeral services; and include the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses, and hearing aids. **We** will reimburse **you** for any **necessary medical services** covered under this Part already paid by **you**.

Necessary medical services do not mean:

- a. Treatment, services, products, or procedures that are:
 - (1) Experimental in nature, for research, or not primarily designed to serve a medical purpose, or
 - (2) Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of **bodily injury**; or
- b. The use of:
 - (1) Thermography or other related procedures of a similar nature, or
 - (2) Acupuncture or other related procedures of a similar nature; or
- c. Purchase, rental cost, or use of:
 - (1) Hot tubs, spas, water beds,
 - (2) Exercise equipment,
 - (3) Heating or vibrating devices,
 - (4) Furniture or equipment not primarily designed to serve a medical purpose,

(5) Memberships in health clubs, or

(6) Medical reports unless requested by **us**.

3. **Reasonable expenses** mean an amount for a medical service that is the lowest of:

- a. The charges that are usual and customary among providers of similar **necessary medical services** in the region in which those services are provided;
- b. Any fee schedule applicable to the type of **necessary medical services** that were provided in the State where the services were provided, including but not limited to, fee schedules applicable to no-fault benefits, personal injury protection benefits and medical payments coverage;
- c. The amount agreed upon between the **insured person's** medical provider and any third party concerning charges for medical expenses, if **we** have a contract with that third party;
- d. The fees that are agreed to by the medical provider and **us**;
- e. If applicable, the amount that Medicare paid to the **insured person's** health care provider for medical expenses; or
- f. The amount that the **insured person's** medical provider agreed to accept from the **insured person's** health insurance carrier.

We will reimburse **you** for any **reasonable expenses** covered under this Part already paid by **you**.

D. Exclusions - What Is Not Insured In Part III

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

1. Arising out of the ownership, maintenance or operation of **your insured car** while it is being used to carry persons or property for compensation or a fee, including but not limited to the pick up or delivery or return from a pick up or delivery of:
 - a. Products;
 - b. Documents;
 - c. Newspapers; or
 - d. Food.This exclusion does not apply to a share-the-expense car pool.
2. Sustained while **occupying** any **car** while it is being used as a residence or premises.

Personal Auto Policy (continued)

3. Sustained while **occupying** a motorized vehicle other than a **car**.
 4. Sustained while **occupying** or when struck by any **car** other than **your insured car** that is owned by **you** or a **family member** or furnished or available for **your** or a **family member's** regular use.
 5. Sustained while **occupying** any **your insured car** while used in employment in an emergency occupation, including but not limited to fire fighting, police, and ambulance activities.
 6. Sustained while **occupying** any vehicle, other than a car listed on the **Declarations page**, which is one of a fleet or pool of vehicles provided for the use of an **insured person** in the course of his or her employment.
 7. Due to medical conditions or illnesses not causally related to an **accident**.
 8. Occurring during the course and scope of employment if workers' compensation or disability benefits are required or available for the **bodily injury**.
 9. Caused by:
 - a. war (declared or undeclared);
 - b. civil war;
 - c. insurrection;
 - d. rebellion;
 - e. revolution;
 - f. nuclear reaction, radiation, or radioactive contamination;
 - g. chemical or biological contamination; oras a consequence of any of these.
 10. Caused during active participation in any racing, speed, demolition, stunt or performance driving contest, demonstration, instruction or activity, or in practice or preparation for any such activity or while operating on a driving track designed for racing or high performance driving.
 11. When medical expenses are paid or payable by any governmental entity.
 12. Caused by or resulting from mold, fungi or bacteria.
 13. Caused intentionally by, or at the direction of, an **insured person**, whether or not such person intended to cause damage or **bodily injury** of any nature.
 14. To any person while in the commission of a felony or while attempting to flee a law enforcement agent or crime scene.
 15. Sustained by any person while **occupying your insured car** without the express or implied permission of **you** or a **family member**. This exclusion does not apply to a **family member** using **your insured car** which is owned by **you**.
 16. Sustained by **you** or a **family member** while **occupying** a **non-owned car** without the express or implied permission of the owner.
 17. Sustained while **your insured car** or any **car** is in a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.
 18. Sustained while **occupying a car** other than a **car** listed on the **Declarations Page** while the **car** is being used in the **business** of an **insured person**.
- E. **Additional Duties for Part III - Medical Expense Coverage**
- In addition to the terms and conditions of this policy and in addition to compliance with **Part V - Duties After an Accident and General Conditions**, an **insured person** seeking coverage under Part III of this policy must also comply with the following provisions:
1. Authorize **us** to obtain:
 - a. Medical records or reports;
 - b. Any documents **we** indicate are necessary to investigate and process the 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**.
 2. Submit, as often as **we** reasonably require, to a request for production of documents at the time of an 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.
 3. As required by the law of the state in which this policy was issued, submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
- Any expense, if reasonable and incurred by an **insured person** at our request, will be paid by **us**.

F. Limits of Liability

1. The limit of liability for the coverage provided by Part III to any one **insured person** is the limit shown for this coverage on the **Declarations Page**.
2. The limit of liability for funeral expenses shall not exceed \$2,000 per person.
3. No one will be entitled to receive duplicate payments for the same elements of loss under this Part and any other Part of this policy. Additionally, the limits of liability under Part III will be reduced by all sums paid and payable:
 - a. Because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible;
 - b. Under **Part I - Liability Coverage**;
 - c. Under **Part II - Uninsured Motorist Coverage**; or
 - d. As a result of **bodily injury** under any workers' compensation law, disability benefits law or any similar law.

4. LIMITATIONS ON STACKING COVERAGES

IF **YOU** HAVE MORE THAN ONE MOTOR VEHICLE INSURED WITH **US** AND, IF **YOU** OR ANY OTHER **INSURED PERSON** IS IN AN **ACCIDENT**:

- A) IN **YOUR INSURED CAR** - **WE** WILL NOT PAY MORE THAN THE MEDICAL EXPENSE LIMIT OF COVERAGE SHOWN ON THE **DECLARATIONS PAGE** FOR THAT PARTICULAR INSURED **CAR**.
- B) IN A MOTOR VEHICLE OTHER THAN **YOUR INSURED CAR** OR WHILE A PEDESTRIAN - **WE** WILL NOT PAY FOR MORE THAN THE MEDICAL EXPENSE LIMIT OF COVERAGE WHICH **YOU** HAVE ON ANY ONE OF **YOUR INSURED CARS**.

COVERAGE ON OTHER MOTOR VEHICLES INSURED BY **US** CANNOT BE ADDED TO OR STACKED ON THE COVERAGE OF **YOUR INSURED CAR** THAT COVERS THE LOSS.

THESE LIMITS OF COVERAGE APPLY REGARDLESS OF THE NUMBER OF POLICIES, **INSURED PERSONS**, **YOUR INSURED CARS**, CLAIMS MADE, CLAIMANTS, OR MOTOR VEHICLES INVOLVED IN THE **ACCIDENT**.

WE WILL PAY NO MORE THAN THE MAXIMUM LIMITS OF THIS COVERAGE INDICATED FOR THIS COVERAGE IN THE **DECLARATIONS PAGE** REGARDLESS OF THE NUMBER OF:

1. **CARS** DESCRIBED IN THE **DECLARATIONS PAGE**;
2. **YOUR INSURED CARS**;
3. **INSURED PERSON(S)**;
4. CLAIMS;
5. CLAIMANTS;
6. POLICIES; OR
7. **CARS** INVOLVED IN THE **ACCIDENT** OR OCCURRENCE THAT TRIGGERS THIS COVERAGE.

THE LIMITS OF THIS COVERAGE INDICATED FOR THIS COVERAGE IN THE **DECLARATIONS PAGE** MAY NOT BE STACKED, AGGREGATED, OR OTHERWISE COMBINED WITH THE LIMITS OF THIS OR SIMILAR COVERAGE PROVIDED BY ANY OTHER POLICY ISSUED TO ANY **INSURED PERSON** BY **US** OR BY ANY OTHER MEMBER OF THE FARMERS INSURANCE GROUP OF COMPANIES. THE LIMITS ARE NOT INCREASED BY INSURING ADDITIONAL **CARS**, EVEN THOUGH A SEPARATE PREMIUM FOR EACH **CAR** IS SHOWN ON THE **DECLARATIONS PAGE**.

G. Other Insurance

If there is other applicable medical insurance on any other policy that applies to a loss insured under Part III, **we** will pay only **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits for the Medical Expense Coverage. Any Medical Expense Coverage **we** provide to any **insured person** for an accident involving a **non-owned car** or trailer will be excess over any other collectible insurance.

If any applicable insurance other than this policy is issued to an **insured person** by **us** or any other insurer, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limit of liability.

H. Our Right to Recover Payment

When an **insured person** has been paid medical expenses by **us** under this policy and also recovers medical expenses from another, to the extent that state law permits, the amount recovered from the other must be held by that **insured person** in trust for **us** and reimbursed to **us** to the extent of **our** payment.

Part IV - Damage to Your Car

A. Insuring Agreement

1. Coverage F - Comprehensive Coverage

Subject to the limits of liability, **we** will pay for a loss to **your insured car**, its **additional equipment** and any **non-owned car** caused by any direct, sudden and accidental means other than **collision**, less any applicable deductibles, if Comprehensive Coverage is shown on **your Declarations Page**. Any deductible amount will apply separately to each loss. If loss to more than one **your insured car** or **non-owned car** results from the same insured loss, only the lowest applicable deductible will apply.

If breakage of glass results, **you** may elect to have it treated as loss caused by **collision**.

2. Coverage G - Collision Coverage

Subject to the limits of liability, **we** will pay for loss to **your insured car**, its **additional equipment** and any **non-owned car** caused by any direct, sudden and accidental **collision**, less any applicable deductibles, if Collision Coverage is shown on **your Declarations Page**. Any deductible amount will apply separately to each loss. If loss to more than one **your insured car** or **non-owned car** results from the same **collision**, only the lowest applicable deductible will apply.

In addition, **we** will pay, without applying the deductible, the reasonable cost to replace any child safety seat damaged in an **accident** to which this coverage applies.

3. Coverage H - Towing and Road Service Coverage

a. If **your Declarations Page** shows Towing and Road Service Coverage, then subject to a maximum limit of \$150 for each disablement and subject to the Service Call Conditions and exceptions in this Insuring Agreement, if **your insured car** becomes disabled and **you** need help, **we** are providing **you** access to 24-hour toll-free assistance. Service includes the towing and labor costs related to a mechanical disablement for:

- (1) Towing;
- (2) Jump starts;
- (3) Tire changes;
- (4) Lock-out service; and

(5) Fluid delivery, including the cost of fuel, oil, water or other fluids. **We** will pay for the cost of fuel, once per **your insured car** per policy period.

b. Service Call Conditions are as follows:

- (1) Towing to dislodge the **car** from its place of disablement must be within 100 feet of a public street or highway;
- (2) Labor must be performed at the place of mechanical disablement;
- (3) **We** do not pay for the cost of fuel that exceeds more than once per **your insured car** per policy period;
- (4) **We** do not pay for the cost for tires, fuel, belts, keys, parts or tools associated with the service or labor being performed; and
- (5) Any service costs in an amount in excess of **our** maximum per disablement limit must be paid directly to the service provider by **you** at the time of service.

c. Towing and Road Service Coverage does not apply to:

- (1) recreational vehicles,
- (2) motorhomes,
- (3) towed **cars**,
- (4) motorcycles, or
- (5) stored **cars**

even if the **car** is considered to be **your insured car**.

B. Additional Definitions Used in This Part Only

1. **Actual Cash Value** means the fair and reasonable cash price for which property can be repaired or replaced in the marketplace at the time of loss. The price includes an allowance for depreciation, physical deterioration and obsolescence.
2. **Additional equipment** means any furnishing or **equipment** that is permanently attached to **your insured car** and common to its use, but is not the **car's** factory available furnishing or **equipment**.
 - a. This includes, but is not limited to:
 - (1) Any video, electronic sound reproducing or transmitting **equipment**, and its component parts, media and data, including but not limited to DVD, Game System or MP3 player;
 - (2) Any painted, chrome or finished surface, whether refinished in whole or in part, of any **car** insured

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- under this Part where the claim exceeds the cost of duplicating the **car's** factory applied surface finish;
- (3) Tires, wheels, rims, spinners, grilles, louvers, side pipes, hood scoops or spoilers or any exterior surface, body or exhaust **equipment**, or modification thereto, which exceeds the cost of repairing or replacing the **car's** factory available **equipment**;
 - (4) Any engine, transmission or suspension parts, or modification thereto, which exceeds the cost of repairing or replacing the **car's** factory available **equipment**;
 - (5) GPS navigational systems;
 - (6) Special carpeting, insulation, wall paneling, furniture or bars;
 - (7) Facilities for cooking or sleeping including enclosures or bathroom facilities;
 - (8) Height-extending roofs; or
 - (9) Custom murals, paintings or other decals or graphics.
- b. **Additional equipment** does not mean:
- (1) **Additional equipment** not permanently installed that is designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting **equipment**. This applies to such **equipment** as a tape player, tape recorder, citizens band radio and two-way mobile radio, telephone, television, or **equipment** designed or used for the detection or location of radar or laser. It also applies to any electronic device incorporating any of this **equipment**, as well as accessories, component parts and antennae;
 - (2) Tapes, discs, records, reels, cassettes, cartridges, media, data, carrying cases or other devices for the use with **equipment** designed to reproduce, record, receive, play or transmit audio, visual or data signals;
 - (3) A camper body or trailer;
 - (4) Awnings, cabanas, or **equipment** designed to create additional living facilities;
 - (5) Wear and tear losses to **additional equipment** including, but not limited to:
 - (a) scorching,
 - (b) marring,
 - (c) scratching, or
 - (d) breakage, except breakage to glass permanently attached to **your insured car** or breakage of internal **additional equipment**, whether attached or not; or
 - (6) Newly acquired **additional equipment** unless **you** report such items to **us** within thirty (30) days after **you** have taken delivery and **we** agree to provide coverage.
3. **Collision** means the upset of **your insured car** or **non-owned car** or its impact with another **car** or object. **Collision** does not mean loss caused by or due to:
- a. Missiles;
 - b. Falling objects;
 - c. Fire;
 - d. Theft or larceny;
 - e. Explosion;
 - f. Earthquake;
 - g. Windstorm;
 - h. Hail, water or flood;
 - i. Malicious mischief or vandalism;
 - j. Riot or civil commotion;
 - k. Colliding with a bird or animal; or
 - l. Breakage of glass.
4. **Diminution in value** means the actual or perceived loss in market or resale value that results from a sudden, direct and accidental loss.
5. **Equipment** means **equipment** permanently attached to **your insured car** and common to its use.
6. **Household Pet** means a fully domesticated animal owned by **you** for personal companionship, such as a dog, a cat, a reptile, a bird or a rodent. **Household Pet** does not include any type of horse, cow, pig, sheep, goat, chicken, turkey, or captive fur-bearing animal, or any animal commonly kept for food or profit.
7. **Like kind and quality parts** means parts similar in type, condition and quality to those parts made for or by the original **car** manufacturer. These parts may be made for or by the original **car** manufacturer or may come from other sources such as manufacturers or suppliers of rebuilt parts, quality recycled (used) parts suppliers and non-original **equipment** manufacturers.

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C. Supplementary Payments

1. Transportation Expense Due to Theft

If **your Declarations Page** shows Comprehensive Coverage, **we** will pay for transportation expenses incurred by **you** because of the total theft of **your insured car**. **We** will pay up to \$30 per day, but no more than \$900 each loss. This coverage begins 48 hours after the theft has been reported to **us** and to the police and ends when the **car** is returned to use or when **we** offer settlement for the loss.

2. Clothing or Luggage

We will pay up to, but not more than, \$200 for loss of clothing or luggage in **your insured car** and belonging to **you** or a **family member** if the loss is caused by:

- Collision** of **your insured car**, if Collision Coverage is shown on **your Declarations Page**;
- Fire, lightning, flood, earthquake, explosion, falling aircraft, or the entire theft of **your insured car**; if loss occurs to **your insured car** from the same cause and Comprehensive Coverage is shown on **your Declarations Page**.

3. Household Pets

- If **your Household Pets** are inside **your insured car** during a total theft and Comprehensive Coverage is shown on **your Declarations Page** for that **your insured car**, **we** will pay reasonable amounts up to \$600 for the loss of any and all such **Household Pets** because of that covered total theft loss.
- If **your Household Pets** are inside of **your insured car** at the time of a loss due to **collision**, and Collision Coverage is shown on **your Declarations Page** for that **your insured car**, **we** will pay reasonable amounts up to a total of \$600 for the veterinary care, burial, and/or disposal of all such **Household Pets** arising out of their injury or death during an insured loss.

D. Exclusions - What is Not Insured in Part IV

We do not insure loss:

- Arising out of the ownership, maintenance or operation of **your insured car** or **non-owned car** while it is being used to carry persons or property for compensation or a fee, including but not limited to the pick up 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.

- Caused by:
 - war (declared or undeclared);
 - civil war;
 - insurrection;
 - rebellion;
 - revolution;
 - nuclear radiation exposure or contamination;
 - radioactive contamination or exposure;
 - biological contamination, exposure or attack; or any consequence of any of these.
- Caused by theft to **equipment** designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting **equipment**.
 - This applies to such **equipment** as a tape player, tape recorder, citizens band radio and two-way mobile radio, telephone, television, or **equipment** designed or used for the detection or location of radar or laser.
 - It also applies to any electronic device incorporating any of this **equipment**, as well as accessories and antennas.
 - This exclusion does not apply to that **equipment** which is permanently installed in **your insured car**.
- Consisting of the theft of tapes, records, reels, cassettes, cartridges, discs, carrying cases or other devices for use with **equipment** designed for the reproduction of sound.
- To a **utility trailer** owned by **you** or a **family member** and not listed on the **Declarations Page**. But, coverage does apply to a **utility trailer** ownership of which **you** acquire during the policy period if **you** ask **us** to insure it within thirty (30) days after **you** acquire it.
- Due and confined to:
 - wear and tear;
 - freezing; or
 - mechanical or electrical breakdown or failure.

This exclusion does not apply if damage results from the total theft of **your insured car** or the burning of wiring.

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7. To permanently attached or detachable camper body, slide-on camper, tonneau covers, or a camper shell.
 8. To **your insured car** or **non-owned car** due to increased cost of repair or replacement of the following furnishings or equipment:
 - a. Special carpeting, insulation, wall paneling, furniture or bars;
 - b. Dining, kitchen and sleeping facilities including enclosures or bathroom facilities;
 - c. Height-extending roofs;
 - d. Murals, special paint and/or methods of painting, decals or graphics.
 9. Due to lack of routine maintenance including but not limited to lack of lubricant, coolant, or loss resulting from seepage of water.
 10. To any **non-owned car** 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**cars**. This includes the road testing and delivery of any **non-owned car**.
 11. Resulting from an insured person participating in, or **your insured car** or **non-owned car** being used in racing, speed, demolition, stunt or performance driving contest, demonstration, instruction or activity, or in practice or preparation for any such activity or while operating on a driving track designed for racing or high performance driving.
 12. Caused by or consisting of mold, fungi or bacteria regardless of the factors causing or contributing to its growth.
 13. Due to theft or conversion of **your insured car**:
 - a. By **you**, a **family member** or any resident of **your** household;
 - b. Prior to its delivery to **you** or a **family member**; or
 - c. While in the care, custody or control of anyone engaged in the **business** of selling **cars**.
 14. From theft or unlawful conversion by any person after custody of **your insured car** has been entrusted to another party for the purpose of selling or leasing **your insured car**.
 15. To tires, unless caused by fire, malicious mischief, vandalism, theft, or unless the damage occurs at the same time and from the same cause as other covered damage.
 16. Caused intentionally by, or at the direction of, an insured person, whether or not such person intended to cause damage of any nature. However, this exclusion does not apply to a loss to **your insured car** to the extent of the legal interest of **you** or a **family member** who:
 - a. Sustains the loss as the result of family violence by:
 - (1) **You**,
 - (2) A **family member**,
 - (3) A former spouse or person who entered into a civil union with the **named insured**, or
 - (4) Any person who resides in or has resided in **your** household;
 - b. Did not direct, participate in, or consent to the intentional act causing the loss; and
 - c. Filed a family violence complaint against the person who caused the violence resulting in the loss.
 17. Due to destruction or confiscation by governmental or civil authorities.
 18. To any **non-owned car** with less than four wheels.
 19. To **Household Pets** that are injured or die from heat, dehydration, or exposure to weather or to other animals from any covered loss under Part IV.
 20. To **car** parts and **equipment** that are illegal. There is also no coverage for parts and **equipment** that are installed at a location on the insured **car** that would make the use of such parts or **equipment** illegal. However, **we** will pay for the legal version of such parts or **equipment** if they are necessary for the safe operation of the insured **car**.
 21. To **your insured car** or any **car** while that **car** is in a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.
 22. To **your insured car** due to **diminution in value**.
 23. To **your insured car** while it is leased or rented to others.
- E. **Additional Duties for Part IV - Damage to Your Car**
- In addition to the terms and conditions of this policy a person seeking coverage under Part IV of this policy must also comply with the following provisions:

Personal Auto Policy (continued)

1. Take reasonable steps after loss to protect **your insured car**, or any **non-owned car**, and its **equipment** from further loss. **We** will pay reasonable expenses incurred to do this.
2. Notify the police within 24 hours or as soon as practicable if **your insured car** or any **non-owned car** is stolen.
3. Permit **us** to inspect and appraise the damaged property before it is repaired or disposed of.

F. Payment of Loss

1. **We** will pay the loss in money, or repair or replace damaged or stolen property.
 - a. **We** may, at any time before the loss is paid or the property is replaced, return, at **our** expense, any stolen property either to **you** or to the address shown on the **Declarations Page** with payment for the resulting damage.
 - b. **We** may keep all or part of the property at the agreed or appraised value.
 - c. If **we** pay for loss in money, **our** payment will include, where required by law, the applicable sales tax and fees for the damaged or stolen property.
2. **We** may settle any loss with **you**, the owner, or the lienholder of the property shown on the **Declarations Page**.

G. Limits of Liability

1. **Our** limits of liability for an insured loss to **your insured car**, **non-owned car** or its **equipment** will not exceed the cost that is necessary to repair or replace the damaged or stolen property or parts with **like kind and quality parts** less an adjustment for physical deterioration and depreciation. The limits are also subject to all other adjustments set forth in this section.
2. The cost to repair or replace will be calculated based on 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; or
 - b. The amount necessary to repair or replace the stolen or damaged property, reduced by the applicable deductible.

Any amount payable by **us** to repair or replace damaged property or parts will be reduced by the cost of labor, parts, and materials to repair prior damage, deterioration and defects to the property or parts that had not been repaired prior to the loss.

3. The limits of liability shall be reduced by any amount of loss that has been paid under any other insurance that insured this same loss.
4. The most **we** will pay for
 - a. Loss to a **utility trailer** not owned by **you** or a **family member** is \$500;
 - b. Loss to **additional equipment** is a total of \$1,000 for repair or replacement for any one loss, unless indicated otherwise on the **Declarations Page**. Multiple items of **additional equipment** lost or damaged in the same event are considered to be one loss;
 - c. Loss to **Household Pets** for any one insured loss is \$600 regardless of how many **Household Pets** were stolen, injured or killed as a result of that insured loss.
5. **We** will pay reasonable and necessary storage costs for **your insured car**, its **equipment** and **additional equipment** following an insured loss.
6. If **you** purchased coverage for **additional equipment** that is identified on a Customization Report, **our** limits of liability for loss to that covered **additional equipment** shall be the lesser of:
 - a. The amount of coverage shown on the Customization Report;
 - b. The **actual cash value** of the stolen or damaged **additional equipment**; or
 - c. The amount necessary to repair or replace that stolen or damaged **additional equipment**.

The amount **you** receive will not include any reduction in the value of that **additional equipment** after it has been repaired, as compared to the value before it was damaged.

7. If repair or replacement results in better than **like kind and quality parts**, **we** will not pay for the amount of the betterment. Betterment for which **you** will be responsible includes the value relating to the increase in the useful life of replaced parts that have a limited useful life and the increase in value from the repair of the prior damage. Any deductions that **we** take for betterment will be taken only for parts or a specific repair process normally subject to repair or replacement during the useful life of **your insured car**. 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 useful life of that part or repair process.

Personal Auto Policy (continued)

8. If a loss to auto safety glass is repaired rather than replaced, the deductible applying to this coverage is waived. If the auto safety glass is replaced, the deductible applying to this coverage will remain in force.
9. Any payment **we** make will be reduced by the value of the salvage when **you** or the owner of the **car** retains the salvage.
10. No one will be entitled to duplicate payments for the same elements of loss.
11. Payments for loss covered under Part IV are subject to no more than one deductible for any one insured loss. If two or more deductibles apply to any one insured loss, only the lowest deductible will apply.
12. A **car** and attached **utility trailer** for which coverage is provided under this Part are considered one **your insured car**, and for any insured loss to such **car you** will only pay one applicable deductible.

H. Preservation of Salvage

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

I. No Benefit to Bailee

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

J. Legal Action Against Us

No legal action related to this policy or the claims that **you** have presented may be brought against **us** under Part IV unless filed within two (2) years of the date of the **accident**.

K. Other Insurance

If other insurance also insures 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 **rental car**, **substitute car**, or non-owned **utility trailer** shall be excess over any other collectible insurance, self-insurance, and any other source of recovery applicable to the loss.

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance being provided under Part IV of this policy, the total amount payable among all such policies shall not exceed the limit of liability of the single policy providing the highest limit of liability.

L. 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 thirty (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 and **you** do not waive any of our rights under this policy by agreeing to an appraisal.

Part V - Duties After an Accident and General Conditions

A. Duties After an Accident

In addition to the terms and conditions of this policy, an insured person claiming any coverage under any Part of this policy must:

1. Upon **our** request at any time before or during the policy term, make any **car**, or **utility trailer** that **you** insure or intend to insure available for inspection by **us** to the extent permitted by law.
2. Refrain from voluntarily making any payment, assuming any obligation, or incurring any expenses except for bail bonds and first aid expenses for others.
3. Report all theft losses to the police within 24 hours or as soon as reasonably practicable.
4. As soon as reasonably practicable, inform **us** of any **accident** or loss and of all details, including the date and time it occurred, the location where it occurred, the facts and circumstances of the **accident**, the identity of persons involved, the license plate information of the **cars** involved, and injury and witness information.
5. Protect **your insured car** from further loss. **We** will pay reasonable expenses to guard against further loss. If **you** don't protect **your insured car**, further loss is not covered.
6. Cooperate with **us** and assist **us** in the investigation and settlement of any claim or defense of any claim or lawsuit. If **we** ask, that insured person must also help **us** obtain

Personal Auto Policy (continued)

payment from anyone who may be jointly responsible for the **accident**.

7. Allow **us** to inspect and appraise the damaged property before it is repaired, destroyed or discarded.
8. Allow **us**, with **your** consent, to move **your insured car**, at **our** expense, to a storage facility of our choice. If **you** do not give **us your** consent, **we** will pay only the storage costs which would have resulted if **we** had moved **your insured car** to a storage facility of **our** choice.
9. Submit to statements and or examinations under oath as often as **we** reasonably require, separately and apart from others, and to sign the transcript.
10. Provide **us** with copies of any documents that **we** reasonably require 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 producing any documents that **we** identify as being reasonable and necessary to investigate and process **your** claims. Such documents must be provided to **us** or **our** designated representative in a timely manner, and if requested, prior to an examination under oath.
11. Authorize **us** to obtain:
 - a. Medical reports and records;
 - 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.
12. Provide any written sworn proofs of loss **we** require, including all details **we** may need to determine the amounts payable.
13. Send or provide **us**, as soon as reasonably practicable, copies of all legal papers **you** receive relating to any claim or suit.
14. If Claiming Medical Expense Coverage under Part III, submit receipts or bills for these services no later than 60 days following treatment date.

B. General Conditions

1. Policy Period and Territory

This policy applies only to **accidents** occurring during the policy period shown on the **Declarations Page** if the **accidents** occur within the United States, its territories or possession, Puerto Rico and Canada, or while **your insured car** is being shipped between their ports.

2. Your Duty To Report Changed Circumstances

- a. **Your** policy was issued in reliance on the information **you** provided **us** at time of application, including information concerning any **cars** and persons insured by the policy. **You** agree to cooperate with **us** in determining if the information **you** provided and upon which **we** relied to issue this policy is correct and complete. **You** agree by acceptance of this policy that all information shown on the **Declarations Page** of **your** policy and on the Application is accurate.
- b. **You** agree that if any information changes, is incorrect or incomplete, **you** will notify **us** as soon as reasonably practicable to change it. If **we** determine any information is incorrect or incomplete, **we** may change it. Based upon any new information **you** report or **we** may discover **we** may adjust **your** coverage and premium accordingly during the policy period. Any recalculation by **us** of **your** premium, or any changes **we** make to **your** coverage, based on new information acquired, will be made using the rules, rates and forms used in **your** state as of the date of the change.
- c. Some of the types of information **you** must notify **us** about include but are not limited to:
 - (1) A change of **your** mailing address or the principal garaging of any **your insured car**;
 - (2) New drivers residing in **your** household;
 - (3) Any persons who become new regular users of **your insured car(s)**;
 - (4) **You** or any **family member** obtains a driver's license or operator's permit;
 - (5) Changes in the use of **your insured cars**; or
 - (6) Changes in **your** discount eligibility.

3. Coverage Changes

When **we** broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in **your** state. **We** may make other changes or replace this policy, to conform to coverage currently in use at the next policy period.

4. 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. 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.

Personal Auto Policy (continued)

5. Transfer of Your Interest

Interest in this policy may not be assigned without **our** written consent. But, if the **named insured** on the **Declarations Page** dies, the policy will insure, until the end of the policy period:

- a. Any **family member**;
- b. The legal representative of the deceased **named insured** while acting within the scope of duties of a legal representative; or
- c. Any person having proper custody of **your insured car** until a legal representative is appointed.

6. Our Right to Recover Payment

- a. If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover **damages** from another **we** shall be subrogated to that right. That person shall 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 paragraph do not apply under Part IV, against any person using **your insured car** with a reasonable belief that the person is entitled to do so.

- b. If **we** make a payment under this policy and the person to or for whom payment is made recovers **damages** from another, that person shall:
 - (1) hold in trust for **us** the proceeds of the recovery; and
 - (2) reimburse **us** to the extent of **our** payment.
- c. 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.

7. Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any insured person.

8. Termination

a. Cancellation

This policy may be cancelled during the policy period as follows:

- (1) The **named insured** shown on **your Declarations Page** may cancel by:
 - (a) Returning this policy to **us** or the **named insured's** agent; or
 - (b) Giving **us** or the **named insured's** agent advance notice of the date cancellation is to take effect.
- (2) **We** may cancel this policy for any reason if the notice is mailed within the first 69 days of the initial policy period.
- (3) After this policy is in effect for 69 days, or if this is a renewal or continuation policy, **we** may cancel only for the following reasons:
 - (a) Failure to pay a premium when due;
 - (b) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
 - (d) Discovery of:
 - (1) An act or omission; or
 - (2) 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;
 - (e) 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 at the time the policy was issued or last renewed;
 - (f) A determination by the Commissioner that continuation of the insurer's present volume

Personal Auto Policy (continued)

of premiums would jeopardize the insurer's solvency or be hazardous to the interests of policyholders of the insurer, its creditors or the public; or

- (g) A determination by the Commissioner that the continuation of the policy would violate, or place the insurer in violation of, any provision of the Code.

b. **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.

c. **Automatic Termination**

- (1) If **we** offer to renew or continue this policy and **you** or **your** representatives do not accept, this policy will automatically terminate at the end of the current policy period.
- (2) Failure to pay the required renewal or continuation premium when due will mean that **you** have not accepted **our** offer.
- (3) If **you** obtain other insurance on **your insured car**, any similar insurance provided by this policy will terminate as to **your insured car** on the effective date of the other insurance.
- (4) If **your insured car** is sold or transferred to someone other than **you** or a **family member**, any insurance provided by this policy will terminate as to that **your insured car** on the effective date of the sale or transfer.

d. **Reduction of Coverage**

We may reduce coverage limits, increase any deductible, or increase the premium rate of all or any portion of the policy at the time of renewal. **We** will provide **you** the offer to renew with these altered terms at least 30 days prior to renewal. **You** shall have 30 days from the date **you** receive notice of the altered terms of the policy to cancel the policy. If **you** elect to cancel under these circumstances, **we** will refund the pro rata premium of the unexpired portion of the new term.

e. **Other Termination Provisions**

- (1) The effective date and time of cancellation stated in the notice shall become the end of the policy period.

- (2) Any cancellation will be effective for all coverages for all persons and **cars** insured under this policy.
- (3) If this policy is canceled, **you** may be entitled to a premium refund. If **we** cancel the policy, any refund due will be computed on a daily pro rata basis. If **you** cancel the policy, any refund due will be computed in accordance with the customary short rate table and procedure, except as provided for in subsection (d).
- (4) **Our** making or offering to make a refund is not a condition of cancellation.

9. **Misrepresentation or Fraud**

- a. This policy was issued in reliance on the information provided on **your** insurance application, including, but not limited to information regarding the license and driving history of **you; family members**; all persons of driving age residing in **your** household; the description of the **cars** to be insured; the location of the principal place of garaging; and **your** place of residence.
- b. **We** may void this policy if **you** or any insured person have engaged in fraudulent conduct or have concealed, omitted, or misrepresented any material fact or circumstance concerning the application, issuance, renewal or continuation of this policy.
- c. **We** may void this policy or deny coverage for an **accident** if **you** or any insured person have concealed, omitted or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.
- d. Each and every statement of fact made by any insured person in the application or any subsequent application for insurance or renewal, which is made part hereof, is agreed to be material.
- e. **We** may void this policy for fraud or misrepresentation even after the occurrence of an **accident**. This means that **we** will not be liable for any claims or **damages** that would otherwise be covered, except to the extent **we** are required to provide coverage under this state's minimum Financial Responsibility laws.
- f. If **we** void this policy, it will be void from its inception (void ab initio), and no coverage will be provided whatsoever.

Personal Auto Policy (continued)

- g. 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.

10. Terms Conformed to Statutes

- a. 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.
- b. Policy terms, which conflict with the laws of the state in which this policy issued, are hereby amended to conform to such laws.

11. Proof of Mailing

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

12. Membership Fee

A Membership Fee applies to this policy, if set forth on the **Declarations Page**. The fees are fully earned and are not refundable, unless required by state law. However, if **we** cancel **your** policy during the initial policy period, membership fees will be refunded to **you** in full.

13. Additional Benefits and Services

We may work with independent merchants to try to provide **you** with the best possible value for services and replacement of **your** property. If **we** are able to negotiate any benefits or discounts with these merchants, **we** may extend those benefits to **you** by advising **you** of their availability. **You** will have to contact any identified merchants yourself and deal directly with them. **We** would never provide any information about **you** to them. **You** are under no obligation to ever contact any of the merchants.

We are not obligated to expand or continue to make available any such benefits.

14. Policy Notices

We may mail or, unless prohibited by law, deliver policy notices to **you**. If a lienholder is named in this policy, any notices **we** give to the lienholder may be mailed or delivered. When mailed, the United States Postal Service or its licensed agents or vendors may forward such notices to an updated address per any change of address that **you** have presented to or filed with the United States Postal Service. In addition, **we** may update **our** policy records

to reflect this updated address and/or **we** may address future policy notices to this updated address. Except where prohibited by law, a policy notice under this Policy Notices condition will be deemed "mailed" or "delivered" if it is delivered by electronic transmittal or facsimile.

15. Payment

At the policy's inception, if **you** make a premium payment using a nonnegotiable instrument such as a check or debit card with insufficient funds, the policy is null and void and is not subject to the Cancellation provisions of the policy. If **you** make a premium payment for a renewal of **your** policy using a nonnegotiable instrument, **our** offer of policy renewal is deemed rejected by **you** and the policy terminated without renewal.

16. 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** will be binding on all persons provided coverage under this policy.

17. Loss Payable Provisions

- a. It is agreed that at **our** option, any payment for damage to the **car** listed in this policy shall be paid as interest may appear to the **named insured** and the lienholder shown on the **Declarations Page**, or through the repair of the damaged **car**.
 - (1) When **we** provide payment to the lienholder, the payment will be the lowest of the actual cash value of **your insured car** or the existing loan balance, whichever is less.
 - (2) Any change in title or ownership of the **car**, or error in its description shall not void coverage afforded to the lienholder.
- b. The policy does not insure **you** or any lienholder for **damages** due to:
 - (1) conversion;
 - (2) embezzlement;
 - (3) secretion;
 - (4) fraudulent acts;
 - (5) material misrepresentation or omission; or
 - (6) intentional damagesby **you**, any **family member** or anyone acting under the direction of either of you.
- c. When a payment is made to the lienholder, **we** are entitled to all the rights of the lienholder to the extent of such payment.

Personal Auto Policy (continued)

- (1) The lienholder shall do whatever is necessary to secure such rights.
- (2) No subrogation shall impair the right of the lienholder to recover the full amount of its claim.
- d. **We** reserve the right to cancel this policy at any time as provided by its terms.
 - (1) In case of cancellation or lapse **we** will give notice to the lienholder as required under the law.
 - (2) Cancellation will terminate the policy and this agreement as to any interest of the lienholder.

18. Limited Material Damage Coverage in Mexico

WARNING - LIMITED COVERAGE IN MEXICO - READ THIS WARNING CAREFULLY

- A. **Car accidents** in Mexico are subject to the laws of Mexico only - NOT the United States of America.
 1. With respect to **car accidents**, the laws of the United States and of Mexico are different. For example, in Mexico all **car accidents** are a criminal matter. In the United States, most **car accidents** are only a civil matter. If **you** do not have valid Mexican automobile liability insurance and **you** have an **accident**, **you** may spend time in a Mexican jail or have **your car** impounded.
 2. This policy does not provide liability insurance in Mexico. **You** only have coverage for material damage to **your insured car**. It does not provide valid automobile liability coverage in Mexico. **You** should purchase valid automobile liability coverage from a licensed Mexican insurance company before driving into Mexico.
- B. **Limited Mexico Coverage**
 1. If **your insured car** includes Coverage F - Comprehensive Coverage and Coverage G - Collision Coverage as shown on the **Declarations Page**, then Coverage F and Coverage G are extended on a limited basis when **your insured car** is within Mexico.
 2. This limited coverage applies only when:
 - a. The loss occurs while **your insured car** is within 50 miles of the United States border;
 - b. **Your insured car** is in Mexico for infrequent trips that do not exceed five (5) consecutive days at any one time, and do not exceed twenty-three (23) days in any calendar month;

- c. **Your insured car** is garaged only in the United States;
- d. **Your insured car** is maintained, operated, driven or used in Mexico only by **you** or a **family member** who lives in the United States; and
- e. **Your insured car** is returned to the United States after a loss for **our** inspection. Any cost for towing and transportation that is required to return **your insured car** to the United States for **our** inspection, or for salvage operations of the **car** while within Mexican territory, are not covered under this policy.

The insurance provided by this provision will be excess over any other collectible insurance.

19. Car Sharing

You must disclose in writing to **us** **your** participation as either a driver or **car** owner, in any **Personal Car Sharing Program, Commercial Ride-Sharing Program** or other similar arrangement. Failure to do so may result in the rescission, cancellation or nonrenewal of **your** policy. This duty does not apply to a share-the-expense car pool.

Reciprocal Provisions - Farmers Insurance Exchange

This policy is made and issued in consideration of **your** premium payment to **us**. It is also issued in consideration of the information **you** gave to **us** during the application process, some of which is set out on the **Declarations Page**, and in consideration of the Subscription Agreement, which is provided to **you** and incorporated herein by reference. **You** acknowledge that **you** have read, understood and agree to all the terms and conditions of the Subscription Agreement. Among other things, the Subscription Agreement appoints **your** Attorney-in-Fact, authorizes **your** Attorney-in-Fact to execute interinsurance policies between **you** and other subscribers and to perform various functions, and addresses compensation of the Attorney-in-Fact. Membership fees which **you** pay as a subscriber are not part of the premium and are not returnable.

We hold the Annual Meeting of the members of the Farmers Insurance Exchange at our Home Office at Los Angeles, California, on the first Monday following the 15th day of March of each year at 2:00 p.m. The Board of Governors may elect to change the time and place of the meeting. If they do so, **you** will be mailed a written or printed notice at **your** last known address

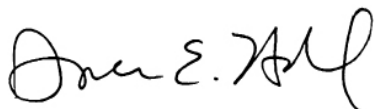
Personal Auto Policy (continued)

at least ten (10) days before such time. Otherwise, no notice will be sent to **you**.

The Board of Governors shall be chosen by subscribers from among yourselves. This will take place at the Annual Meeting or at any special meeting which is held for that purpose. The Board of Governors shall have full power and authority to establish such rules and regulations for our management as are not inconsistent with the Subscription Agreement.

Special Provisions

The Company named on the **Declarations Page** has caused this policy to be signed by the officers shown below.



Secretary



Vice President

Policy Notices

Notice of Information Practices

You have certain rights under state and federal law with respect to the privacy of information we obtain about you when you engage in insurance transactions involving insurance primarily for personal, family or household use. You will receive, or already may have received, a notice entitled "Farmers[®] Privacy Notice." Your state gives you additional protections that are explained in this notice. Our information practices, as described in this notice, extend to applicants, policyholders and former policyholders.

Collection of Information

Much of the information we need comes from you when you apply for insurance. Sometimes, however, we may need additional information or may need to verify information you've given us. In those instances, we may contact you, your spouse or another adult member of your household either by phone or by mail.

In addition, we often employ the common insurance industry practice of asking an outside source, called a "consumer reporting agency" or "insurance support organization," to provide us with consumer reports. On occasion, that source may contact you, another adult member of your household or a neighbor either by phone or in person to provide us with a report. As the Named Insured, you have the right to request that you or your spouse be contacted for a personal interview. If you choose this option, we will make every effort to comply with your request.

We may also obtain information from consumer reporting agencies and other sources for purposes other than underwriting, such as when processing claims, investigating potential fraud, or servicing your account. For example, we may obtain financial information relating to a particular bank account if you desire to set up an electronic funds transfer payment. In addition, we may obtain information relating to health and employment during the processing of a claim.

Types of Information Collected

In connection with the underwriting and/or servicing of policies covering your personal vehicles, we may obtain information, including information relating to the use of your vehicle(s), ages and drivers, mileage, items relating to the driver, such as, personal habits and characteristics, credit information, prior accidents and driving violations, prior arrests or convictions, claims history and previous insurance experience.

In connection with the underwriting and/or servicing of policies covering your real and personal property, we may obtain information, including information relating to construction type, square footage, heating, other physical characteristics of the property, care and maintenance of the property, the personal habits and characteristics of the property's occupants, credit information, claims history and previous insurance experience.

What We Do With Information We Collect About You

We use the information we collect about you to perform insurance functions, including underwriting and servicing your policy, processing claims and for other purposes permitted by state and federal law. For example, we may disclose this information, as permitted by law, and without your prior authorization to:

1. Your Agent, who may need the information to service your policy.
2. Persons who need this information to perform normal business functions for us.
3. Persons conducting actuarial or research studies on our behalf.
4. Another insurance company or an insurance support organization, to detect or prevent criminal activity or fraud in connection with an insurance transaction or to perform an insurance transaction.
5. A medical professional or medical care institution, to verify insurance coverage or benefits or to inform an individual of a medical problem of which the individual may not be aware.

Policy Notices (continued)

6. An insurance regulatory authority.
7. Law enforcement or other governmental authority.
8. A group policyholder to report claims experience or conduct an audit of our operations, but only as necessary to conduct the review or audit.
9. Affiliates, as permitted by law.
10. Persons that perform marketing services on our behalf, as permitted by law.
11. Other non-affiliated third parties, as permitted by law.
12. A party to a proposed or consummated sale, transfer, merger or consolidation of all or part of the company underwriting your policy.

Information obtained from a report prepared by an insurance-support organization may be retained by that organization and disclosed to other persons who use these reports, but only to the extent permitted by federal and state law.

Access to and Correction of Personal Information

You have the right to know the contents of any recorded personal information about you that is in our records, including any investigative consumer report we have obtained. You also have the right to receive a copy of this information and to request that we correct, amend or delete any of the information that you feel is in error. To exercise these rights, you must send us a written request. If you request correction, amendment or deletion of any erroneous information, we will review the recorded personal information and your written request. If the requested changes are in order, we will make the appropriate changes in our records. If we cannot make the change, you then have the option of filing a statement of the reasons why you disagree with our decision, which will be included in our policy records so anyone reviewing the disputed personal information will have access to it. Any future disclosure made by us, if any, will also include your filed statement. We will also provide a copy to anyone designated by you who may have received recorded personal information from us in the past two years. In any case, whether we can or cannot comply with your request to correct recorded personal information, we will advise you of our decision in writing.

These rights do not extend to information collected in connection with or in reasonable anticipation of a claim, or civil or criminal proceeding, or to specific items of privileged information when an applicant or policyholder is suspected of fraud, material misrepresentation or material nondisclosure.

You may contact your Agent for the appropriate service center address where you can direct your written inquiry.

Keeping You Informed

As required by law, we will notify you of our information practices regularly. We reserve the right to modify our practices at any time, when permitted by law.

If, after reading this, you have any further questions, please feel free to contact your Agent.

This notice is sent on behalf of the Farmers Insurance Group of Companies, whose members include, but are not limited to:

Policy Notices (continued)

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers New Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.), Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc., Farmers Texas County Mutual Insurance Company, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Civic Property and Casualty Company, Exact Property and Casualty Company, and Neighborhood Spirit Property and Casualty Company.

25-2480 6-12

"Do-Not-Call" Policy for Customers

This notice is being provided to you pursuant to Nevada state law. If you don't want to receive telephone calls from a Farmers agent or other Farmers representative to discuss the purchase of a product or service, you can ask us to place your phone number(s) on Farmers' do-not-call list. We'll document your request - and honor it. Please allow up to 30 days for your request to be honored. You can make your request by writing to the company, telephoning the company, or talking to the Farmers representative who calls you.

- Please give the number of each residential and/or wireless telephone you want to add to the do-not-call list. If you give your name, it will be included in our documentation.
- Within 30 days of your request, you should no longer receive solicitation calls from anyone representing Farmers. Your phone number(s) will remain on Farmers' do-not-call list for five years after your request, unless you give written permission for it to be removed.
- If any of your telephone numbers change and you want to put it on the do-not-call list, you must inform us of the new number. Your new request will be honored for five years from that date.

Farmers agents are independent business people and are thus responsible for training their own employees or representatives on the use of the do-not-call list. Whether they're Farmers[®] agents, agent representatives or Farmers employees, if they conduct telephone solicitation, they'll receive training. Here's just some of what that training includes:

- They know Farmers' internal procedures for documenting consumers' requests to be placed on our do-not-call list.
- They may not deny or interfere with your right to be placed on the Farmers do-not-call list.
- They may not remove your telephone number from the list, or add your number to the list, without your authorization first.
- The list won't be sold or shared in any way (except with a subsidiary or affiliate company) without your prior express permission.

Telephone sales rules typically allow companies to contact their own customers, even if those customers appear on the national or state do-not-call list. If you're a Farmers customer, please note that we may still contact you for non-solicitation purposes, including billing, claims and other service-related matters. This will help to ensure that we give you the most appropriate coverages and the best possible customer experience.

Farmers respects your privacy, and we take pride in our efforts to protect the privacy of information we obtain from you in the normal course of business. We will comply with all applicable telephone sales rules, including those related to your do-not-call rights.

You may obtain further information concerning provisions of the law by contacting Farmers or the Nevada Attorney General's office. Our Farmers contact information is listed below:

Policy Notices (continued)

Farmers Insurance Group
PO Box 4820
Pocatello, ID 83205-4820
Phone: 1-888-327-6335
<http://www.farmers.com>

The Nevada Attorney General's contact information is the following:
Bureau of Consumer Protection
Office of the Nevada Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, Nevada 89101
Phone: (702) 486-3420
e-mail: BCPINFO@ag.state.nv.us

25-6561 10-10

A Few Words About Your Auto Insurance Premiums . . .

Your Auto insurance rates are based on the coverages you select, the deductibles chosen and any accidents or citations on your driving record.

Coverages

Farmers wants you to be aware of the coverages available for private passenger autos. Basic coverages include: Bodily Injury and Property Damage Liability, Uninsured Motorist, Basic Reparations Benefits, Medical Expense, Comprehensive Car Damage, and Collision.

Depending upon your needs or vehicle, you may also want coverage for:

- Towing and Road Service Expense
- Automobile Death and Dismemberment Indemnity
- Loss of Use
- Temporary Dual Coverage
- Broad Form Use of Other Vehicles
- Special Theft Coverage for Sound Reproducing/Receiving Equipment
- Customized Equipment for Vans, Pick-ups and Panel Trucks
- Owned Motor Homes and Trucks/Van Campers
- Non-owned Travel and Camper Trailers and Camper Units
- Trailer Contents - Fire only
- Broad Form Lienholder's Single Interest - Trailer
- Antique Automobiles (Normal Use or Restricted Use)
- Non-owner Policy

Automobile coverage may also apply to long-term leased vehicles, dune buggies licensed for street use, motorcycles, motor scooters, motorbikes, mini-bikes and mopeds. Your Farmers Agent would be glad to answer any questions about coverages for your motor vehicles.

Policy Notices (continued)

Deductibles

If you currently carry Comprehensive and/or Collision Coverage on your vehicle, you can save money on your insurance premium by selecting higher deductibles. The higher your deductible, the greater your premium savings.

Farmers offers several deductible options, up to a maximum of \$5,000, from which you can choose. For more specific information on available deductibles or other coverage options, please contact your Farmers Agent.

Your Driving Record

Rate levels for policies in the Farmers Insurance Exchange are based on the driver's accident record. On newly written business, we look at the record for the three years preceding the date of application for chargeable accidents and driving points. On Renewals, we look at the preceding three years ending 60 days before your Renewal date for chargeable accidents. A chargeable accident is an at-fault accident resulting in a claim payment of at least \$800. An accident is not considered at-fault if the operator is not at least 50 percent responsible for the accident.

In the Farmers Insurance Exchange, an Accident-Free Discount is applied to our standard rates if none of the car's drivers has had a chargeable accident during the experience period described above. Our standard rates apply if there has been one chargeable accident. If two or more chargeable accidents occurred during that period, a surcharge (increase) is applied to our standard rate levels.

If you have any questions about your coverages, deductibles or how your Auto policy premium was developed, please contact your Farmers Agent. He or she will be glad to conduct a Farmers Friendly Review of your insurance needs. For questions about your premium, you can also contact our Office at:

23175 NW Bennett Street
Hillsboro, OR 97124

We want you to be aware that the following coverages are available.

Uninsured and Underinsured Motor Vehicle Coverage

Uninsured and Underinsured Motor Vehicle Coverage protects the named insured, the named insured's resident relatives and occupants in the insured vehicle if they sustain bodily injury in an accident for which the owner or operator of a motor vehicle is legally liable and does not have insurance (uninsured) or does not have enough insurance (underinsured). This coverage is offered to you in an amount equal to the limits you select for Bodily Injury Liability. If the Bodily Injury Liability limits on your policy are greater than the minimum offered, you may elect Uninsured and Underinsured limits that are less than your Bodily Injury Liability limits. You may also elect not to carry Uninsured and Underinsured Motor Vehicle Coverage.

Medical Expense Coverage

Medical Expense Coverage provides protection without regard to legal liability for reasonable and necessary medical expenses resulting from accidental bodily injury while operating or occupying an insured vehicle or being struck as a pedestrian by a motor vehicle or trailer. The minimum Medical Expense limit we offer is \$1000.

If you are interested in Uninsured and Underinsured Motor Vehicle Coverage and/or Medical Expense Coverage, please contact your Farmers Agent for a Farmers Friendly Review.

Policy Notices (continued)

or

You may request either or both coverages by writing directly to:

Farmers Insurance Group®
23175 NW Bennett Street
Hillsboro, OR 97124
Phone: 1-866-813-7551
<http://www.farmers.com>

25-6563 11-14



Subscription Agreement Notice

Subscription Agreement Notice

(Please keep for your records)

By payment of the policy premium, you acknowledge that you have received and read the Farmers Insurance Exchange Subscription Agreement (the terms of which are provided below) and that you agree to be bound to all of the terms and conditions of the Subscription Agreement.

Under the Subscription Agreement, you appoint Farmers Underwriters Association (the "Association") to act as the attorney-in-fact. The Association has acted in this capacity since 1928. The Subscription Agreement provides for payment of compensation to the Association for its becoming and acting as attorney-in-fact. This compensation consists of a membership fee and a percentage of premiums on all policies of insurance or reinsurance issued or effected by the Exchange. These fees are included in your policy payment and are not an additional fee.

We reserve the right to request that you provide us with a signed Subscription Agreement and if you fail to do so, your coverage may be terminated.

Subscription Agreement

For and in consideration of the benefits to be derived therefrom the subscriber covenants and agrees with Farmers Insurance Exchange and other subscribers thereto through their and each of their attorney-in-fact, the Farmers Underwriters Association, to exchange with all other subscribers' policies of insurance or reinsurance containing such terms and conditions therein as may be specified by said attorney-in-fact and approved by the Board of Governors or its Executive Committee for any loss insured against, and subscriber hereby designates, constitutes and appoints Farmers Underwriters Association to be attorney-in-fact for subscriber, granting to it power to substitute another in its place, and in subscriber's name, place and stead to do all things which the subscriber or subscribers might or could do severally or jointly with reference to all policies issued, including cancellation thereof, collection and receipt of all monies due the Exchange from whatever source and disbursement of all loss and expense payments, effect reinsurance and all other acts incidental to the management of the Exchange and the business of interinsurance; subscriber further agrees that there shall be paid to said Association, as compensation for its becoming and acting as attorney-in-fact, the membership fees and twenty per centum of the Premium Deposit for the insurance provided and twenty per centum of the premiums required for continuance thereof.

The remaining portion of the Premium Deposit and of additional term payments made by or on behalf of the subscriber shall be applied to the payment of losses and expenses and to the establishment of reserves and general surplus. Such reserves and surplus may be invested and reinvested by a Board of Governors duly elected by and from subscribers in accordance with provisions of policies issued, which Board or its Executive Committee or an agent or agency appointed by written authority of said Executive Committee shall have full powers to negotiate purchases, sales, trades, exchanges, and transfers of investments, properties, titles and securities, together with full powers to execute all necessary instruments. The expenses above referred to shall include all taxes, license fees, attorneys' fees and adjustment expenses and charges, expenses of members' and governors' meetings, agents' commissions, and such other specified fees, dues and expenses as may be authorized by the Board of Governors. All other expenses incurred in connection with the conduct of the Exchange and such of the above expenses as shall from time to time be agreed upon by and between the Association and the Board of Governors or its Executive Committee shall be borne by the Association.

The principal office of the Exchange and its attorney-in-fact shall be maintained in the City of Los Angeles, County of Los Angeles, State of California.

This agreement can be signed upon any number of counterparts with the same effect as if the signatures of all subscribers were upon one and the same instrument, and shall be binding upon the parties thereto, severally and ratably as provided in policies issued. Wherever the word "subscriber" is used the same shall mean members of the Exchange, the subscriber hereto, and all other subscribers to this or any other like agreement. Any policy issued hereon shall be non-assessable.

Farmers Insurance Group of Companies®

Privacy Notice



This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.**

Information we collect

We collect and maintain personal information to provide you with coverage, products or services and to service your account.

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums and payment history;
- Information from your visits to farmers.com or other websites we operate, use of our mobile sites and application, use of our social media sites, and interaction with our online advertisements; and
- Information we receive from a consumer reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history; and
- If you obtain a life, long-term care or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations regarding your health.

How we protect your information

We restrict access to personal information about you to individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your customer information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice.

Information we disclose

We may disclose the nonpublic personal information we collect about you, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and to other third parties, all as permitted by law. Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information:

- (1) to process a transaction, for instance, to determine eligibility for coverage, to process claims or to prevent fraud;
- (2) with your written authorization, and
- (3) otherwise as permitted by law.

Sharing information with affiliates

The Farmers Insurance Group® of Companies includes affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described under **Information we collect**, to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers.
- Non-financial service providers, such as management companies, attorneys-in-fact and billing companies.

We are permitted by law to share information with our affiliates about our transactions with you. In addition, we may share consumer report information, such as information from credit reports and certain application information, received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

Farmers Insurance Group of Companies® Privacy Notice (continued)

Your choice

If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-800-327-6377, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention, please verify that all of your Farmers policy numbers are listed and if not, please add them to the form. Once completed, mail it to the return address printed on the form. We will implement your request within a reasonable time after we receive the form.

If you decide not to opt-out or if you have previously submitted a request to opt-out on each of your policies, no further action is required.

Modifications to our privacy policy

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information with nonaffiliated third parties. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out of that type of information sharing.

Website

Our website privacy notices contain additional information about website use. Please review those notices if you transmit personal information to Farmers over the Internet.

Recipients of this notice

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with Farmers. You also may receive notices from affiliates, other than those listed below.

More information about the federal laws

This notice is required by federal law. For more information, please visit farmers.com.

Signed

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.); Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc.; Farmers New Century Insurance Company, Farmers Group, Inc.; Farmers Reinsurance Company, Farmers Services Insurance Agency, Farmers Services Corporation, Farmers Texas County Mutual Insurance Company, Farmers Underwriters Association, Farmers Value Added, Inc.; Farmers Financial Solutions, LLC member FINRA & SIPC*; FFS Holding, LLC; Farmers Services, LLC; ZFUS Services, LLC; Leschi Life Assurance Company, FIG Holding Company, FIG Leasing Co., Inc.; Fire Underwriters Association, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Prematic Service Corporation (California), Prematic Service Corporation (Nevada), Texas Farmers Insurance Company, Farmers New World Life Insurance Company, Truck Underwriters Association, Civic Property and Casualty Company, Exact Property and Casualty Company, Neighborhood Spirit Property and Casualty Company and Farmers Life Insurance Company of New York.

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the Farmers Insurance Group® of Companies.

* You may obtain more information about the Securities Investor Protection Corporation (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at www.sipc.org. For information about FINRA and Broker Check you may call the FINRA Broker Check hotline at (800) 289-9999 or access the FINRA website at www.finra.org.