

# Index of Policy Provisions

## Declarations

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ANY ADDITIONAL PROVISIONS AFFECTING YOUR POLICY ARE ATTACHED AS "ENDORSEMENTS."

This policy is a legal contract between you (the policyholder) and us (the Company).

IT CONTAINS CERTAIN EXCLUSIONS.

**READ YOUR POLICY CAREFULLY.**

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## AGREEMENT

We agree with you, in return for your premium payment, to insure you, subject to all the terms of this policy, for the coverages and the limits of coverage shown in the Declarations of this policy.

## DEFINITIONS

Throughout this policy "you" and "your" mean the "named insured" shown in the Declarations and spouse if a resident of the same household. "We", "us," and "our" mean the Company named in the Declarations providing this insurance and all the members of the Farmers Insurance Group of Companies, including Farmers Insurance Exchange, Mid-Century Insurance Co., Truck Insurance Exchange, etc. In addition, certain words appear in bold type. They are defined as follows:

**Accident** or **occurrence** means an unexpected and unintended event, including continuous or repeated exposure to the same conditions, that causes **bodily injury** or **property damage**.

**Additional car** means a **private passenger car** or **utility car** of which you acquire possession during the policy period for the purposes of ownership, provided that:

- (1) You notify us of your intent to insure it with us within 30 days of its acquisition, and
- (2) As of the date of acquisition, all **private passenger cars** and **utility cars** you own are insured with us.

**Bodily injury** means injury to the body, sickness, disease or death of any person.

**Damages** are the cost of compensating those who suffer **bodily injury** or **property damage** from an **accident**.

**Family member** means a person related to you by blood, marriage or adoption who is a resident of your household.

**Occupying** means in, on, getting into or out of.

**Private passenger car** means a four wheel land motor vehicle of the private passenger or station wagon type actually licensed for use upon public highways. It also means a motor home, regardless of the number of wheels, not used for business purposes.

**Property damage** means physical injury to or destruction of tangible property, including loss of its use.

**Replacement car** means a **private passenger car** or **utility car** which you acquire as a replacement of the car described in the Declarations, provided that:

- (1) Neither you nor a **family member** continues to possess or exercise any right of ownership of the car described in the Declarations, and
- (2) You notify us of its acquisition before the end of the policy term. However, if the policy term ends less than 30 days after its acquisition and you renew the policy, you may notify us within 30 days of its acquisition.

**State** means the District of Columbia and any state, territory or possession of the United States, or any province of Canada.

**Substitute car** means a **private passenger car** or **utility car** being temporarily used as a substitute for the car described in the Declarations while it is withdrawn from normal use because of breakdown, repair, servicing, loss, or destruction.

**Utility car** means a land motor vehicle having at least four wheels licensed for use upon public highways, with a rated load capacity of not more than 2,000 pounds, of the pickup, panel or van type. It does not mean a vehicle used in any business or occupation other than farming or ranching. However, it does mean a vehicle used to transport tools and related items to and from or between job sites. It also includes an **additional car** or **replacement car** of the same type if its usage is the same as the **utility car** described in the Declarations.

**Utility trailer** means a vehicle designed to be towed by a **private passenger car** and includes a farm wagon or farm implement while towed by a **private passenger car** or **utility car**. It does not include a trailer used as an office, store, display or passenger trailer.

**Your insured car** means:

1. The vehicle described in the Declarations of this policy.
2. A **replacement car**.
3. An **additional car**.

For the purposes of 1, 2 and 3 above, ownership will include the written leasing of a **private passenger** or **utility car** for which you qualify as a "long-term lessee" under Nevada law.

4. Any **utility trailer**:
  - a. That you own, or
  - b. While attached to **your insured car**.
5. Any other **private passenger car, utility car, or utility trailer** while being used as the driver by you or a **family member** which is not furnished or available for regular use or owned by you or a **family member**. This includes such vehicles while rented by you on a daily or weekly basis and for which you qualify as a "short-term lessee" under Nevada law.

**Your insured car** does not include the following:

- (1) Any vehicle for which there is not sufficient reason to believe the use is with permission of the owner.
- (2) Any vehicle while used in employment by any person whose primary duties are the delivery of goods or services.
- (3) Any vehicle, other than the car described in the Declarations, while used in employment in an emergency occupation on a full time, part time or volunteer basis. Such occupations include, but are not limited to, Fire Fighting, Police, and Ambulance activities.
- (4) Any vehicle which is one of a fleet or pool of vehicles provided for the use of any person by such person's employer, unless such vehicle is specifically listed in the Declarations.

## WHAT TO DO IN CASE OF ACCIDENT

### Notice

In the event of an **accident**, or loss, notice must be given to us or our agent promptly. Your failure to give us prompt notice as required will not invalidate your claim if you show that it was not reasonably possible to do so and you notify us as soon as it is reasonably possible. The notice must give the time, place and circumstances of the **accident**, or loss, including the names and addresses of injured persons and witnesses.

### Other Duties

A person claiming any coverage of this policy must also:

1. Cooperate with us and assist us in any matter concerning a claim or suit.
2. Send us promptly any legal papers received relating to any claim or suit.
3. Submit to physical or mental examinations at our expense by doctors we select as often as we may reasonably require.
4. Authorize us to obtain medical and other records.
5. Provide any written proofs of loss we require.
6. Promptly notify police and us if a hit-and-run motorist is involved and an uninsured motorist claim is to be filed.
7. If claiming car damage coverage:
  - a. Take reasonable steps after loss to protect the vehicle and its equipment from further loss. We will pay reasonable expenses incurred in providing that protection.
  - b. Promptly report the theft of the vehicle to the police.
  - c. Allow us to inspect and appraise the damaged vehicle before its repair or disposal.
8. Submit to examination under oath upon our request.

## PART I - LIABILITY

### Coverage A - Bodily Injury

### Coverage B - Property Damage

We will pay **damages** for which any **insured person** is legally liable because of **bodily injury** to any person and/or **property damage** arising out of the ownership, maintenance or use of a **private passenger car, utility car, or utility trailer**.

We will defend any civil claim or civil suit asking for these **damages**.

We may settle when we consider it appropriate.

We will not defend any suit or make additional payments after we have paid the limits of coverage shown in the Declarations.

## Additional Definitions Used In This Part Only

**Insured Person** as used in this part means:

1. You or any **family member**.
2. Any other person using **your insured car**.
3. Any other person or organization with respect only to legal liability for acts or omissions of:
  - a. You or a **family member** while using **your insured car** provided it is not owned or hired by that person or organization.
  - b. Any other person while using the car described in the Declarations, an **additional car**, a **replacement car** or a **substitute car** provided such car is 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 vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.
3. Any person who uses a vehicle without having sufficient reason to believe that the use is with the permission of the owner.
4. Any person other than you or a **family member** while using a non-owned car other than a **substitute car**.

## Supplementary Payments

In addition to our limit of liability, we will pay these benefits as respects an **insured person**:

1. All costs we incur in the settlement of any claim or defense of any suit.
2. Interest on any judgment covered by this policy on any amount that does not exceed our limit of liability.
3.
  - a. Premiums on appeal bonds on any suit we defend.
  - b. Premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy.
  - c. Up to \$300 for the cost of bail bonds required because of **accident** or traffic law violation arising out of use of **your insured car**.

We are not obligated to apply for or furnish any of the above bonds.

4. Actual loss of wages or salary up to \$50 a day, but not other income, when you attend a trial or hearing at our request.
5. Expenses you incur for immediate medical and surgical treatment for others necessary at the time of the **accident** resulting in **bodily injury** covered by this part.
6. Other reasonable expenses you incur at our request.

## Exclusions

This coverage does not apply to:

1. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of a vehicle while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. **Bodily injury** or **property damage**:
  - a. reasonably expected to arise out of an intentional act, whether or not the **insured person** intended or had the capacity to intend the harm.
  - b. Arising out of an **insured person's** failure to prevent another person's intentional acts.
3. **Bodily injury** or **property damage** with respect to which any person is an insured under nuclear energy insurance. This exclusion applies even if the limits of that insurance are exhausted.
4. **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 unless workers' compensation benefits are required.
5. **Bodily injury** or **property damage** for any person while employed or otherwise engaged in the business or occupation of transporting, selling, repairing, servicing, storing or parking of vehicles designed for use mainly on public highways, including road testing or delivery.

This exclusion does not apply to the ownership, maintenance or use of **your insured car** by you, any **family member**, or any partner, agent or employee of you or any **family member**. This exclusion also does not apply to any other person who does not have other available insurance with limits equal to at least those of the Nevada Financial Responsibility Law. In such event, the insurance afforded that person will be limited to the minimum requirements of the Nevada Financial Responsibility Law.

6. **Bodily injury** or **property damage** arising out of the use of any vehicle while used by any person employed or engaged in any business or occupation and whose primary duties are the delivery of goods or services.
7. **Bodily injury** or **property damage** arising out of the use of any vehicle in an emergency occupation on a full time, part time, or volunteer basis, including but not limited to Fire Fighting, Police and Ambulance activities. This exclusion does not apply to the car described in the Declarations, a **replacement car** or an **additional car**.
8. **Bodily injury** or **property damage** arising out of the use of any vehicle, unless described in the Declarations, which is one of a fleet or pool of vehicles which are provided or made available for the use of an **insured person** in the course of employment.
9. Damage to property owned or being transported by an **insured person**.
10. Damage to property rented to, or in the charge of, an **insured person** except a residence or private garage not owned by that person.
11. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motorized vehicle with less than four wheels.
12. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by or furnished or available for regular use by you or a **family member**.
13. Liability to any person or organization because of **bodily injury** to you.
14. Liability assumed under any contract.
15. Liability arising from the sponsoring or taking part in any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
16. **Bodily injury** or **property damage** arising out of the ownership, maintenance, or use by any person of a vehicle in which you have transferred full ownership interest even if the transfer does not comply with the transfer of ownership provisions of the **state** motor vehicle law.
17. Punitive or exemplary **damages** or the cost of defense related to such **damages**.
18. Liability to pay **damages** or fines where the obligation is established as a condition of any criminal judgment or order and any defense costs related to such a judgment.
19. Liability which results from an **insured person** transmitting a communicable (including sexually transmitted) disease.

### Limits of Coverages

The amounts shown in the Declarations, in section 3. COVERAGES for **Bodily Injury** and **Property Damage** Liability, are the limits of liability which apply to the insurance provided by Part I, subject to the following:

1. The **bodily injury** liability limit for "each person" is the maximum we will pay for all **damages** resulting from **bodily injury** sustained by one person in any one **accident** or **occurrence**, including all consequential **damages** sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow and emotional distress.
2. The **bodily injury** liability limit for "each **occurrence**" is the maximum we will pay for all claims for two or more persons for all **damages** for **bodily injury** arising out of any one **accident** or **occurrence**.
3. The **property damage** liability limit for "each **occurrence**" is the maximum we will pay for all **damages** to all property in any one **accident** or **occurrence**.
4. The amount by which the limits of liability exceed those required by the Nevada Financial Responsibility Law apply only to you and any **family member**. We will provide insurance for an **insured person** other than you or a **family member** only up to the minimum required limits of the Nevada Financial Responsibility Law.
5. An **insured person's damages** shall be reduced by any amount payable under any Workers' Compensation or any similar medical or disability law.

6. If you have two or more cars insured with any member company of the Farmers Insurance Group of Companies, the insurance we provide for a non-owned vehicle will pay no more than the highest limit of coverage you have on any one of your cars.

### Other Insurance

The coverage provided by this policy is excess over any other collectible auto liability insurance coverage provided by any other policy which applies to the same **accident** or **occurrence**.

### No Duplication Of Benefits

Any **damages** under Part I - Liability will be reduced by any other coverage of this policy applicable to the **damages** so that no person may collect more than once for the same elements of the **damages**.

### Out Of State Coverage

An **insured person** may become subject to the financial responsibility law, compulsory insurance law or similar law of another **state** or in Canada. This can happen because of the ownership, maintenance or use of **your insured car** when you travel outside of Nevada. We will interpret this policy to provide any broader coverage required by those laws, except to the extent that other liability insurance applies.

### 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.

## PART II - UNINSURED MOTORIST

### Coverage C - Uninsured Motorist Coverage

We will pay all sums which an **insured person** is legally entitled to recover as **damages** from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by the **insured person**. The **bodily injury** must be caused by an **accident** and arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

### Additional Definitions Used In This Part Only

As used in this part:

1. **Insured person** means:
  - a. You or a **family member**.
  - b. Any other person while **occupying** the car described in the Declarations, an **additional car**, a **replacement car**, or a **substitute car**.
  - c. Any person for **damages** that person is entitled to recover because of **bodily injury** to an **insured person** as described in a. and 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.

2. **Motor vehicle** means a land motor vehicle or a trailer but does not mean a vehicle:
  - a. Operated on rails or crawler-treads.
  - b. Designed principally for use off public roads, including, but not limited to, dune buggies, go-carts, all terrain vehicles of two or more wheels, mini-bikes, farm tractors and other farm equipment, stock cars and all other racing cars, and all other vehicles of similar characteristics.
  - c. Used as a residence or office.
3. **Uninsured motor vehicle** means a **motor vehicle** which is:
  - a. Not insured by a **bodily injury** liability bond or policy at the time of the **accident**.
  - b. A hit-and-run vehicle whose operator or owner has not been identified and which strikes:
    - (1) You or any **family member**.
    - (2) A vehicle **occupied** by an **insured person**.

- c. Insured by a **bodily injury** liability bond or policy at the time of the **accident** but the Company becomes insolvent or denies coverage for a reason other than because of an intentional act(s) of the owner or operator.
- d. Insured by a **bodily injury** liability bond or policy at the time of the **accident** which provides coverage in amounts less than the **damages** which the **insured person** is legally entitled from the owner or operator of that vehicle.

**Uninsured motor vehicle**, however, does not mean a vehicle:

- a. Insured under the liability coverage of this policy.
- b. Owned by or furnished or available for regular use by you or any **family member**.
- c. Owned or operated by a self-insured as contemplated by any financial responsibility law, or similar law.
- d. Owned by a governmental unit or agency.
- e. Operated by a person who intentionally causes the **accident** or **occurrence** and whose liability insurance coverage is denied because of an intentional act exclusion.

### Exclusions

- 1. This coverage shall not apply to the benefit of any insurer or self-insurer under any Workers' Compensation law, or directly to the benefit of the United States, or any **state** or any political subdivision.
- 2. This coverage does not apply to punitive or exemplary **damages**.
- 3. This coverage does not apply to **bodily injury** sustained by a person:
  - a. If that person or the legal representative of that person makes a settlement with or takes a judgment against any other person or entity without our written consent.
  - b. While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
  - c. During active participation in any organized or agreed-upon racing or speed contest or demonstration or in practice or preparation for any such contest.
- 4. This coverage does not apply while **occupying** any vehicle owned by you or a **family member** for which insurance is not afforded under this policy or through being struck by that vehicle. This exclusion only applies to those **damages** which exceed the minimum limits of liability required by Nevada law for **Uninsured Motorist** coverage.

### Limits of Coverage

The amounts shown in the Declarations, in section 3. COVERAGES for **Uninsured Motorist**, are the limits of liability which apply subject to the following:

- 1. The **uninsured motorist bodily injury** limit for "each person" is the maximum we will pay for all **damages** resulting from **bodily injury** sustained by one person in any one **accident** or **occurrence**, including all consequential **damages** sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow and emotional distress.
- 2. The **uninsured motorist bodily injury** limits for "each **occurrence**" is the maximum amount we will pay for all claims by all persons for all **damages** for **bodily injury** arising out of any one **accident** or **occurrence**.
- 3. Subject to the other limits of coverage of this part, the maximum we will pay for **damages** caused by an underinsured motorist as defined in Additional Definition 3d shall be no more than the extent the **damages** exceed the sum of the amounts of coverage of all liability bonds or policies available to all parties held to be liable for the **accident** or **occurrence**.
- 4. Any amount payable by us to an **insured person** under this coverage shall be reduced by the amount paid and the present value of all amounts payable on account of such **bodily injury** under any Workers' Compensation law, disability benefits law or any similar law.

### **LIMITATIONS ON STACKING COVERAGES**

**IF YOU HAVE MORE THAN ONE CAR INSURED BY US, WE WILL NOT PAY ANY INSURED PERSON MORE THAN THE SINGLE HIGHEST LIMIT OF UNINSURED MOTORIST COVERAGE WHICH YOU HAVE ON ANY ONE OF THOSE CARS. THIS LIMIT OF COVERAGE APPLIES REGARDLESS OF THE NUMBER OF POLICIES, INSURED PERSONS, CARS INSURED, CLAIMS MADE, CLAIMANTS, OR VEHICLES INVOLVED IN THE OCCURRENCE. COVERAGES ON YOUR OTHER CARS INSURED WITH US CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.**

#### **Other Insurance**

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**.

#### **No Duplication Of Benefits**

Any **damages** under PART II - **Uninsured Motorist** will be reduced by any other coverage of this policy applicable to the **damages** so that no person may collect more than once for the same elements of the **damages**.

### **PART III - MEDICAL**

#### **Coverage E - Medical Expense Coverage**

We will pay **reasonable expenses** for **necessary medical services** furnished within two years from the date of the **accident** because of **bodily injury** sustained by an **insured person**.

#### **Additional Definitions Used In This Part Only**

As used in this part, **insured person** or **insured persons** means:

1. You or any **family member** while **occupying**, or through being struck by, a motor vehicle or trailer designed for use on public roads.
2. Any other person while **occupying** the car described in the Declarations, an **additional car**, a **replacement car**, or a **substitute car** while being used by you, a **family member**, or any other person who has sufficient reason to believe the use is with permission of the owner.

**Necessary Medical Services** means medical services which are usual and customary for treatment of the injury, including the number or duration of treatments, in the county in which those services are provided. **Necessary medical services** are limited to necessary medical, surgical, dental, x-ray, ambulance, hospital, 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 include:

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

**Reasonable Expenses** means expenses which are usual and customary for **necessary medical services** in the county in which those services are provided. We will reimburse you for any **reasonable expenses** covered under this part already paid by you.

### Exclusions

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

1. Sustained while **occupying your insured car** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools.
2. Sustained while **occupying** any vehicle while located for use as a residence or premises.
3. Sustained while **occupying** a motorized vehicle other than a **private passenger car** or **utility car**.
4. Sustained while **occupying**, or when struck by, any vehicle (other than **your insured car**) which is owned by or furnished or available for regular use by you or any **family member**.
5. Sustained while **occupying** a vehicle other than the car described in the Declarations, an **additional car**, a **replacement car**, or a **substitute car** while the vehicle is being used in the business or occupation of an **insured person**.
6. Sustained while **occupying**:
  - (1) Any vehicle while used in employment by any person whose primary duties are the delivery of goods or services.
  - (2) Any vehicle, other than the car described in the Declarations, a **replacement car** or a **substitute car**, while used in employment in an emergency occupation, including but not limited to Fire Fighting, Police, and Ambulance activities.
  - (3) Any vehicle, unless specifically described in the Declarations, 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 heart attacks, strokes, and other medical conditions or illnesses not causally related to an **accident**.
8. Occurring during the course of employment if Workers' Compensation benefits coverage is required.
9. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
10. During active participation in any organized or agreed-upon racing or speed contest or demonstration, or in practice or preparation for any such contest.
11. Where medical expenses are paid or payable by any governmental entity.

### Determination of Coverage

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.

### Limits of Coverage

The amounts shown in the Declarations, in section 3. COVERAGES for Medical, are the limits of liability which apply subject to the following:

1. The limit is the most we will pay for **bodily injury** sustained by any one **insured person** in any one **occurrence**.
2. In no event will we pay more than \$2,000 for funeral expenses for any one **insured person**.

### **LIMITATIONS ON STACKING COVERAGES**

**IF YOU HAVE MORE THAN ONE CAR INSURED BY US, WE WILL NOT PAY ANY INSURED PERSON MORE THAN THE SINGLE HIGHEST LIMIT OF MEDICAL EXPENSE COVERAGE WHICH YOU HAVE ON ANY ONE OF THOSE CARS. THIS LIMIT OF COVERAGE APPLIES REGARDLESS OF THE NUMBER OF POLICIES, INSURED PERSONS, CARS INSURED, CLAIMS MADE, CLAIMANTS, OR VEHICLES INVOLVED IN THE OCCURRENCE. COVERAGES ON YOUR OTHER CARS INSURED WITH US CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.**

## Other Insurance

The coverage provided by this policy is excess over any other collectible medical expense insurance coverage provided by any other policy which applies to the same **accident** or **occurrence**, including but not limited to any of the following:

- a. other auto medical expense insurance, premises medical insurance or personal injury protection coverage.
- b. individual, blanket or group accident, health or hospitalization insurance or Health Maintenance Organization plan or benefits provider.

## No Duplication Of Benefits

Any amount paid under PART III - Medical will be offset against any other coverage of this policy applicable to the **accident** so that there is no duplication of Medical Expense Coverage benefits and so that no person may collect more than once for the same elements of **damages**.

## PART IV - DAMAGE TO YOUR CAR

### Coverage F - Comprehensive

We will pay for **loss** to your **insured car** caused by any accidental means except **collision**, less any applicable deductibles. Any deductible amount will apply separately to each **loss**.

**Loss** caused by missiles, falling objects, fire, **theft** or **larceny**, explosion, earthquake, windstorm, hail, water, flood, vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is not deemed **loss** caused by **collision**. If glass breakage results from a **collision**, you may elect to have it treated as **loss** caused by **collision**.

### Coverage G - Collision

We will pay for loss to **your insured car** caused by **collision** less any applicable deductibles. Any deductible amount will apply separately to each **loss**.

### Coverage H - Towing and Road Service

We will pay for reasonable and necessary towing and labor costs incurred because of disablement of **your insured car**. The labor must be performed at the place of disablement.

## Additional Definitions Used In This Part Only

As used in this part:

1. **Collision** means collision of **your insured car** with another object or upset of **your insured car**.
2. **Loss** means direct and accidental loss of or damage to **your insured car**, including its equipment.
3. **Theft** or **Larceny** means the unlawful taking and removal of **your insured car**, its parts or accessories. It does not include voluntary parting with title or possession by you or others, if induced to do so by trickery or false pretense. Such inducement may be in the form of, but not limited to, transfer of possession without a legal right to do so, embezzlement or concealment by any person in possession of **your insured car** under any of the following:
  1. Bailment lease
  2. Conditional sale
  3. Purchase agreement
  4. Mortgage or other claim or lien.

## Supplementary Payments

If you have 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 \$15 per day, but no more than \$450 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**.

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

- a. **Collision** of **your insured car** provided Coverage G - **Collision** is listed as a covered part in the Declarations and **loss** occurs to **your insured car** from the same cause.

- b. Fire, lightning, flood, earthquake, explosion, falling aircraft, or **theft** of the entire insured car; provided Coverage F- Comprehensive is listed as a covered part in the Declarations and **loss** occurs to **your insured car** from the same cause.

### Exclusions

This coverage does not apply to **loss**:

1. To **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination or any consequence of any of these.
3. 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 or disc player, tape recorder, video cassette recorder, citizens band radio and two-way mobile radio, telephone, television or scanning monitor receiver. 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 the opening of the dash or console of **your insured car** normally used by the motor vehicle manufacturer for the installation of a radio or sound reproducing device.

4. Caused by **theft** to tapes, discs, records, reels, cassettes, cartridges, carrying cases or other devices for use with equipment designed for the reproduction of sound.
5. To a camper body, canopy or **utility trailer** owned by you or a **family member** and not described in the Declarations. But, coverage does apply to a camper body, canopy or **utility trailer** of which you acquire ownership during the policy period if you ask us to insure it within 30 days after you acquire it
6. To awnings, cabanas, or equipment designed to provide additional living facilities.
7. Due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the **loss** results from burning of wiring. Also, coverage does apply if the **loss** results from the total **theft of your insured car**.
8. To a vehicle not owned by you when used in auto business operations.
9. During any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
10. To a **utility car** due to increased cost of repair or replacement of the following furnishings or equipment:
  - a. special carpeting, insulation, wall covering, furniture or bars.
  - b. dining, kitchen and sleeping facilities including enclosures or bathroom facilities.
  - c. height-extending roofs.
  - d. murals, special paint and/or other methods of painting, decals or graphics.
11. To radar detectors.

### Limits of Coverage

The amounts shown in the Declarations, in section 3. COVERAGES for Comprehensive and **Collision**, are the limits of liability which apply to Part IV, Coverages F and G. These limits of liability for **loss** shall not exceed:

1. The cost to repair or replace damaged or stolen property with other of like kind and quality, or with new property less an adjustment for physical deterioration and/or depreciation.
2. \$500 for a **utility trailer** not owned by you or a **family member**.

### Payment of Loss

We will pay the **loss** in money or repair or replace damaged or stolen property. 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 in the Declarations, with payment for the resulting damage. We may keep all or part of the property at the agreed or appraised value.

## Appraisal

You may demand appraisal of the **loss**. In that event, we will each appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value of the property before the **accident** and the amount of **loss**. An award in writing by any two appraisers will determine the amount payable, which shall be binding subject to the terms of this insurance.

## No Benefit to Bailee

This coverage shall not directly or indirectly benefit any carrier or other bailee for hire liable for **loss to your insured car**.

## Other Insurance

The coverage provided by this policy is excess over any other applicable Comprehensive or **Collision** insurance provided by any other policy which applies to the same **loss**.

## PART V - CONDITIONS

### 1. Policy Period and Territory

This policy applies only to **accidents, occurrences, and losses** during the policy period shown in the Declarations which occur within the United States, its territories or possessions, or Canada, or while the car is being shipped between their ports.

### 2. Changes

This policy with the Declarations includes all agreements between you and us relating to this insurance. No other change or waiver may be made in this policy except by endorsement, new Declarations or new policy issued by us.

The premium for each term of this policy is determined by information in our possession at the inception of that term. Any changes in this information which would affect the rating of your policy will allow us to make an additional charge or refund on a pro rata basis. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

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 the policy to conform to coverage currently in use at the next policy period. The change or new policy will be delivered to you, or mailed to you at your mailing address shown in the Declarations at least 30 days before the effective date of the new policy period.

Policy terms which conflict with laws of Nevada are hereby amended to conform to such laws.

### 3. Legal Action Against Us

We may not be sued unless there is full compliance with all the terms of this policy. We may not be sued under the Liability Coverage until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. No one shall have any right to make us a party to a suit to determine the liability of a person we insure.

### 4. Transfer Of Your Interest

Interest in this policy may not be assigned without our written consent. But, if the insured named in the Declarations, or the spouse of the insured resident in the same household dies, the policy will cover:

- a. the survivor
- b. the legal representative of the deceased person while acting within the scope of duties of a legal representative.
- c. any person having proper custody of **your insured car** until a legal representative is appointed.

### 5. Our Right to Recover Payment

If any person to or for whom we make payment under this policy has rights of recovery from another, those rights are transferred to us. That person must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after the **accident** to prejudice our rights.

When a person has been paid **damages** by us under this policy and also recovers from another, the amount recovered from the other will be held by that person in trust for us and reimbursed to us to the extent of our payment.

This condition does not apply if prohibited by **state** law.

## 6. Bankruptcy

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

## 7. Termination or Reduction of Coverage

### a. Nonrenewal

We will mail to you at the address last known to us, or personally deliver to you, notice of nonrenewal not less than 30 days before the end of the policy period, if we decide not to renew or continue this policy.

### b. Cancellation of Coverage

1. You may cancel this policy by advising us in writing when at a future date the cancellation is to be effective.
2. We may cancel for non-payment of premium at any time during the policy period by mailing notice to you by U.S. Post Office first class mail to the address last known to us, or by personally delivering the notice, at least 10 days prior to the effective date of such cancellation.
3. If this policy has been in effect 70 days or has been renewed, we may cancel by mailing notice to you by U.S. Post Office first class mail to the address last known to us, or by personally delivering the notice, at least 30 days prior to the effective date of such cancellation, for any of the following reasons:
  - (a) You purposely misrepresent information in the submission of a claim.
  - (b) You or any person who regularly operates **your insured car**:
    - (1) Has had a driver's license suspended or revoked within the 12 months prior to the date of notice of cancellation;
    - (2) Is subject to epilepsy or heart attacks and cannot have a physician certify as to the ability to operate a motor vehicle safely;
    - (3) Has been addicted to the use of narcotics or other drugs within the 36 months prior to the notice of cancellation;
    - (4) Has been convicted, or forfeited bail, during the 12 months immediately preceding the notice of cancellation for any of the following reasons:
      - (a) Felony;
      - (b) Criminal negligence resulting in death, homicide or assault when using a motor vehicle;
      - (c) Driving while intoxicated or under the influence of drugs, being intoxicated while in, or about, an automobile, or while having custody of an automobile;
      - (d) Leaving the scene of the **accident** without reporting the **accident**.
      - (e) Theft of a motor vehicle.
  - (c) There has been a material change in the nature of the risk since the policy inception or renewal which substantially and materially increases the risk of loss beyond that contemplated at the time the policy was issued or last renewed.
  - (d) The Commissioner determines that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public.
  - (e) The Commissioner determines that the continuation of this policy would violate, or place us in violation of, any provision of the Insurance Code of Nevada.

If we cancel, the notice we send you will describe why we are cancelling.

### c. Automatic Termination

This policy will automatically terminate at the end of the policy period if you or your representative do not accept our offer to renew it. Your failure to pay the renewal premium as we require means that you have declined our offer.

If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that car will cease on the effective date of the other insurance.

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. 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 Provisions

- (1) If different requirements for cancellation and nonrenewal or termination of policies become applicable because of the laws of Nevada, we will comply with those requirements.
- (2) Mailing of a notice shall be sufficient proof of notice. We may deliver a notice instead of mailing it.
- (3) The effective date and time stated on the notice for cancellation of the entire policy shall become the end of the policy period.
- (4) Termination or change may result in a premium refund. If so, we will send it to you. Our making or offering of a refund is not a condition of cancellation.

If you cancel, the refund will be computed in accordance with the customary short rate table and procedure, except as provided for in subsection d.

If we cancel, the refund will be computed on a pro rata basis.

We shall not cancel or refuse to renew this policy solely because of age, residence, race, color, creed, national origin, ancestry or occupation of any insured under this policy.

**RECIPROCAL PROVISIONS**

**(Applicable Only If This Policy Is Issued by Farmers Insurance Exchange)**

This policy is made and accepted in consideration of your premium payment to us. It is also in consideration of the power of attorney you signed as part of your application and the information you gave to us on your application. Some of your statements actually become a part of the policy which we call "The Declarations".

When you signed the power of attorney authority on your application, you authorized the Farmers Underwriters Association to execute interinsurance policies between you and other subscribers.

Nothing in this policy is intended, or shall be construed, to create either:

- a. A partnership or mutual insurance association.
- b. Any joint liability.

We may sue or be sued in our own name, as though we were an individual, if necessary to enforce any claims which arise under this policy. In any suit against us, service of process shall be upon the Farmers Underwriters Association, Attorney-in-Fact.

Membership fees which you pay are not part of the premium. They are fully earned when you are granted membership and coverage is effective. They are not returnable. However, if we cancel or non-renew your policy during the initial policy period, membership fees will be refunded to you in full.

We hold the Annual Meeting of the members of the Exchange at our Home Office at Los Angeles California, on the first Monday following the 15th day of March of each year at the hour of 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 at least ten days before such a 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 subscribers' agreement.

Your premium for this policy and all payment made for its continuance shall be payable to us at our Home Office or such location named by us in your premium invoice. The funds which you pay shall be placed to your credit on our records. They will be applied to the payment of your proportion of losses and expenses and to the establishment of reserves and general surplus. The Board of Governors or its Executive Committee has the authority to deposit, withdraw, invest and reinvest such funds. You agree that any amount which the Board of Governors allocates to our surplus fund may be retained by us. Also, after provision is made for all of our liabilities, it may be applied to any purpose deemed proper and advantageous to you and other policyholders.

This policy is non-assessable.

### **SPECIAL PROVISIONS**

#### **(Applicable Only If This Policy Is Issued by Mid-Century Insurance Company)**

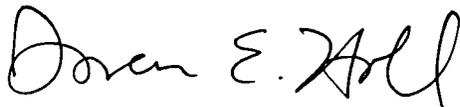
Policy fees which you pay are not part of the premium. They are fully earned when the policy is issued. They are not returnable. However, if we cancel or non-renew your policy during the initial policy period, policy fees will be refunded to you in full.

This policy shall not be effective unless countersigned on the Declarations Page by a duly authorized representative of the Company named on the Declarations Page.

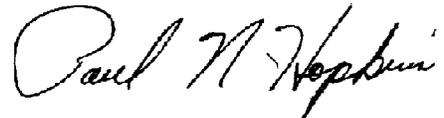
The Company named on the Declarations has caused this policy to be signed by the officers shown below:

FARMERS INSURANCE EXCHANGE  
by Farmers Underwriters Association  
Attorney-in-Fact

MID-CENTURY INSURANCE COMPANY



*Secretary*



*Vice-President*

#### **NO MEXICO COVERAGE Read This Warning Carefully**

No coverage under this policy is provided while in Mexico. The Republic of Mexico considers an automobile accident a criminal offense as well as a civil matter. Coverage can be obtained through a Mexican insurance company when needed.