

Auto Policy Contract

Underwritten by: Toggle Insurance Company

INSURING AGREEMENT

In return for **your** premium payment 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 policy. **Your** policy consists of the policy contract and all of its endorsements, **your** application and the **Declarations Page**.

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 they are a **listed driver** and a resident of **your** household.
1. **Your** spouse includes a 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 with lease payments occurring no less than once per month.
 - 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**.
 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 rating of

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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 Ridesharing 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;
- 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. **Listed driver** means a driver expressly rated on this policy and listed on the **Declarations Page**.

11. **Named insured** means the person or persons listed on the **Declarations Page** as the **named insured**.

12. **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**, a **family member**, or a **listed driver** while in the custody of or being operated by **you** or a **listed driver**.

13. **Occupying** means:

- a. In;
- b. On;
- c. Getting into; or
- d. Getting out of.

14. **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.

15. **Prearranged Ride** means a period of time that begins when a driver accepts a transportation request through a digital network or similar connection and continues while the driver transports the rider in a **car**, and ends when the rider departs from the **car**.

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16. **Property damage** means physical injury to or destruction of tangible property, including loss of its use.
17. **Rental car** means any **car** or a **utility trailer** that is rented by **you** or a **listed driver** 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**, a **family member**, or a **listed driver**.
18. **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 with lease payments occurring no less than once per month.
- 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.
19. **Substitute car** means any **car** not owned by **you**, a **family member**, or a **listed driver** while being temporarily used by **you** or a **listed driver** 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.
20. **Undisclosed driver** means:
- a. a resident physically residing in **your** household, including any unmarried dependent children while temporarily away from home; or
 - b. a guest temporarily staying in **your** home in excess of ninety (90) days; or
 - c. any person who operates **your insured car** more than thirty (30) days per year who is not listed on **your Declarations Page**.
- Undisclosed driver** does not mean:
- a. **your** dependent child, who initially obtained their driver's license no more than ninety (90) days prior to the **accident**; or
 - b. a person who became a resident of **your** home no more than ninety (90) days prior to the **accident**; or
 - c. a guest temporarily staying in **your** home no more than ninety (90) days prior to the **accident**; or
 - d. any person who at the time of an **accident**, was listed as an insured or operator under another automobile policy for their use of **your insured car**.
21. **Utility trailer** means a non-motorized vehicle that is designed to be towed by **your insured car** and it includes a farm wagon, farm implement, travel trailer or camper trailer 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; or
 - c. A trailer used as a primary residence.
22. **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**.

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PART I — LIABILITY COVERAGE BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY

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.

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 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 \$200 a day, but not other income, when **we** ask an **insured person** to attend a trial or hearing.

4. 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.

5. All costs **we** incur in settling any claim or defending any lawsuit.

6. 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 **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 **listed driver** 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 vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply;
3. Municipal or state governments;
4. Any named excluded driver, while operating or maintaining a vehicle; or
5. Any person while **occupying**, operating or using a **car** that is available for hire or while using a **car** that is part of a **Personal Car**

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Sharing Program, a **Commercial Ridesharing Program** or a similar arrangement.

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** or a **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 or use of **your insured car** by an **insured person** in the course of volunteer work for a tax-exempt organization under Arizona law.

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. This exclusion does not apply to otherwise covered **property damage**, to the extent of any legal interest held by an **insured person**, if:

- a. The loss is caused by an act of domestic violence, as defined by Arizona law, by another **insured person**; and
- b. The **insured person** claiming the **property damage**:
 - (1) Cooperates in any investigation relating to the loss; and
 - (2) Did not cooperate in or contribute to the creation of the **property damage**.

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:

- 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 of

an **insured person**. This exclusion does not apply to **property damage** to a residence or private garage rented by that person.

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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 vehicle, other than **your insured car**, which is owned by, furnished or available for regular use by **you**, a **family member**, or any **listed driver**.
10. **We** do not insure **bodily injury** to an **insured person** whenever the payment of **damages** for the **bodily injury** would benefit, directly or indirectly, an **insured person**. This exclusion applies to the **damages** that are in excess of the minimum limits of liability required by the Arizona financial responsibility law.
11. **We** do not insure **bodily injury** or **property damage** resulting from liability assumed under any contract or agreement.
12. **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, high performance driver education or in practice or preparation for any such activity or while operating on a driving track designed for racing or high performance driving. This exclusion only applies to **damages** in excess of the minimum limits of liability required by the Arizona financial responsibility law.
13. **We** do not insure charges, fees and administrative expenses for services performed by law enforcement, first responders, volunteer fire departments, and municipal personnel or their agents when responding to an **accident**.
14. **We** do not insure **bodily injury** or **property damage** for any **insured person** who is using a vehicle without a reasonable belief the **insured person** is entitled to do so. This exclusion does not apply to a **listed driver** using **your insured car** that is owned by **you**.
15. **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**, a **listed driver** or any resident of **your** household;
 - b. Prior to its delivery to **you**, a **family member**, a **listed driver**; or
 - c. While in the care, custody, or control of anyone engaged in the **business** of selling the **car** or trailer.
16. **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.

This exclusion only applies to the **damages** in excess of the minimum limits of liability required by the Arizona financial responsibility law.
17. **We** do not insure **bodily injury** or **property damage** for any **accident** that occurs while **your insured car** or any **car** is being used in

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a **Commercial Ridesharing Program**, any **prearranged ride**, or a similar arrangement.

18. We do not insure **bodily injury** or **property damage** arising out of the use of **your insured car** while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**

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**.
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. 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.

6. 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

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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 coverage **we** provide for a **rental car** shall be excess over any other collectible insurance. However, in accordance with Arizona Law, **our** coverage will be primary if the owner of the **rental car** does not extend any of its Motor Vehicle Financial Responsibility or provide Public Liability Insurance Coverage to **you** or a **listed driver**. If **we** provide primary coverage, **we** will pay only **our** share. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits.

3. 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 AND UNDERINSURED MOTORIST COVERAGE

UNINSURED MOTORIST BODILY INJURY

UNDERINSURED MOTORIST BODILY INJURY

A. Insuring Agreement - Uninsured Motorist Bodily Injury Coverage

1. 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**.
2. **We** will pay under this coverage only after the limits of bodily injury liability coverage under all liability policies applicable to an **uninsured motor vehicle** have been exhausted by payment of judgments or settlements.

B. Insuring Agreement - Underinsured Motorist Bodily Injury Coverage

1. 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 **underinsured motor vehicle** because of **bodily injury** caused by an **accident** and arising out of the ownership, maintenance or use of an **underinsured motor vehicle**.
2. **We** will pay under this coverage only after the limits of **bodily injury** coverage under all liability policies applicable to an **underinsured motor vehicle** have been

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exhausted by payment of judgments or settlements.

C. Additional Definitions Used In This Part Only

1. Insured person in Part II means:

- a. **You** or any **listed driver**, or your dependent child(ren) who are not **undisclosed drivers**;
- b. Any person while **occupying your insured car** with **your** permission; 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.

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 Ridesharing Program** or a similar arrangement.

2. **Underinsured motor vehicle** means a land motor vehicle or trailer of any type to which a **bodily injury** liability policy applies at the time of the **accident** but the sum of all applicable limits of liability for **bodily injury** is less than the total **damages** for **bodily injury** resulting from the **accident**. To the extent that the total **damages** exceed the total applicable limits, any **Underinsured Motorist Coverage** under this policy is applicable to the difference.

However, an **underinsured motor vehicle** does not include any vehicle or trailer:

- a. For which there is a policy or bond providing **bodily injury** liability coverage or protection at the time of the **accident** but the limit for **bodily injury** liability is less than the minimum limit for **bodily injury** liability specified by the financial responsibility laws of Arizona;
- b. Operated on rails or crawler treads;

- c. Designed mainly for use off public roads, while not on public roads;
- d. While located for use as a residence or premises;
- e. That is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- f. Insured under the Liability Coverage of this policy if the **insured person** has recovered the "Each Person" liability limit under the Liability Coverage of this policy. However, if the **insured person** has recovered less than the "Each Person" limit under the liability section of this policy, then the total amount of this coverage shall not exceed the difference between the amount recovered and the "Each Person" liability limit; or
- g. That is an **uninsured motor vehicle**.

3. **Uninsured motor vehicle** means a land motor vehicle or trailer of any type:
 - a. To which no liability bond or policy applies at the time of the **accident**;
 - b. To which a liability bond or policy applies at the time of the **accident**, but its limit for **bodily injury** liability is less than the minimum required by the financial responsibility laws of Arizona;
 - c. To which a 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;
 - d. That is a hit-and-run vehicle, whose owner or operator cannot be identified and which causes an **accident** resulting in **bodily injury**.
 - e. Where an **insured person** makes a **bodily injury** claim under uninsured or underinsured motorist coverage based on an **accident** that involved an

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unidentified motor vehicle and no physical contact with the motor vehicle occurred, the **insured person** shall provide corroboration that the unidentified motor vehicle caused the **accident**. For the purposes of this subsection, "corroboration" means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the **insured person's** representation of the **accident**.

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

- a. Operated on rails or crawler treads;
- b. Designed mainly for use off public roads, while not on public roads;
- c. While located for use as a residence or premises;
- d. That is an **underinsured motor vehicle**; or
- e. That is not required to be registered as a motor vehicle.

D. Exclusions — What Is Not Insured In Part II

We do not provide uninsured motorist coverage or underinsured motorist coverage to 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; or
 - b. Disability benefits law.
2. **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 or use of **your insured car** by an **insured person** in the course of volunteer work for a tax-exempt organization under Arizona law.

3. **Bodily injury** or **property damage** for any **accident** that occurs while **your insured car** or any **car** is being used in a **Commercial Ridesharing Program**, any **prearranged ride**, or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.
4. Attorney's fees or litigation expenses including those that result from any lawsuit where punitive or exemplary damages were awarded.
5. We do not insure **bodily injury** or **property damage** arising out of the use of **your insured car** while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**

E. Additional Duties for Part II — Uninsured Motorist Coverage and Underinsured 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** or an **underinsured 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

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behalf of the owner or driver of the **uninsured motor vehicle** or the **underinsured 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** or the **underinsured motor vehicle**; and

(2) Any recovery from or on behalf of the owner or driver of the **uninsured motor vehicle** or the **underinsured 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 or Underinsured 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.

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.

F. Limits of Liability

1. If **your Declarations Page** shows a "split limit" for Uninsured Motorist Coverage or Underinsured 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 death

are 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 or Underinsured 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**;
- (6) Policies; or
- (7) Premiums paid.

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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** or the **underinsured motor vehicle** and collectible from the insurer of such vehicle.
3. The most **we** will pay any one **insured person** is the least of:
 - a. The amount by which the **insured person's** damages for **bodily injury** exceed the sum of the "Each Person" limits of liability of all **bodily injury** liability insurance coverages that apply to the **accident**; or
 - b. The amount by which the **insured person's damages** for **bodily injury** exceed the amount paid to the **insured person** by or for any person or organization who is or may be held legally responsible for the **bodily injury**.
4. If multiple policies or coverage purchased from **us** by an **insured person** on different vehicles provide Uninsured Motorist Coverage or Underinsured Motorist Coverage to an **accident** or claim, then the **insured person** shall select one of these policies or coverages to apply. Only one coverage or policy selected by the **insured person** shall apply.
5. In no event shall the limit of liability for two or more **cars** or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available as Uninsured Motorist Coverage or Underinsured Motorist Coverage benefits.
6. The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the **Declarations Page**.

G. 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 **car** under any one policy providing coverage on either a primary or excess basis.
2. Any insurance **we** provide with respect to a non-owned motor vehicle shall be excess over any other collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. On a primary basis, subject to the Limits of Liability under Part II, **we** will pay only **our** share of the **damages** that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, subject to the Limits of Liability under Part II, **we** will pay only **our** share of the **damages** that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

H. Arbitration

If an **insured person** and **we** do not agree (1) that the person is legally entitled to recover **damages** from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle**, or (2) as to the amount of payment under this Part, then either the **insured person** or **we** may demand that the

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issue be determined by arbitration.

In that event, the **insured person** will select an arbitrator and **we** will select another. The two arbitrators will select a third. If they cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the third arbitrator. The **insured person** will pay the arbitrator they select. **We** will pay the arbitrator **we** select. The expense of the third arbitrator and all other expenses of the arbitration will be shared equally.

Arbitration will take place in the county where the **insured person** lives. Local court rules governing procedures and evidence will apply. The decision of any two arbitrators will be binding subject to the terms of this insurance.

I. Requirements and Time Limit for Starting Suit or Arbitration

An **insured person** may not bring any suit or action against **us**, including any proceeding in arbitration, unless that person has fully complied with all of the terms of this policy. Any suit or action, including arbitration, must be started within three (3) years after the date of the **accident** causing the injury or death or within one (1) year after the liability insurer of the owner or operator of the vehicle liable to the **insured person** has become the subject of insolvency proceedings in any state, whichever is later, regardless of whether the limits of liability of any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements. Arbitration is started by sending a written request to arbitrate. A suit is started by filing a complaint with a court of competent jurisdiction.

PART III — MEDICAL EXPENSE COVERAGE MEDICAL

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.
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:

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- 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**.

C. Additional Definitions Used In This Part Only

- 1. **Insured person**, in Part III, means:
 - a. **You** or any **listed driver**, or your dependent child(ren) who are not **undisclosed drivers**:
 - (1) While **occupying** any **car**; or
 - (2) When struck as a pedestrian by a motor vehicle; 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 Ridesharing Program** or a similar arrangement.

- 2. **Necessary medical services** mean prescribed medical services which are reasonable 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.

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 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 services, if **we** have a relationship with that third party by contract or through a series of contracts;
- d. The fees that are agreed to by the medical provider and **us**;
- e. If applicable, the amount that any government or government-subsidized program or plan paid to the **insured person's** medical provider for medical services; or

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- f. The amount that the **insured person's** medical provider agreed to accept from the **insured person's** health plan.

Reasonable expenses does not mean any premium or other amount paid to obtain medical coverage or for participation under any private or government or government-subsidized health program or plan.

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 or **cars** being used in the course of volunteer work for a tax-exempt organization as described in Arizona Revised Statutes section 43-1201, paragraph 4.

- 2. Sustained while **occupying** any **car** while it is being used as a residence or premises.
- 3. Sustained while **occupying** or when struck by any vehicle other than **your insured car** that is owned by, furnished to, or available for the regular use by **you**, a **family member**, or a **listed driver**.
- 4. Due to medical conditions or illnesses not causally related to an **accident**.
- 5. Occurring during the course and scope of employment if workers' compensation or disability benefits are required or available for the **bodily injury**.

- 6. 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; or as a consequence of any of these.

- 7. Caused during active participation in any racing, speed, demolition, stunt or performance driving contest, demonstration, instruction or activity, high performance driver education, or in practice or preparation for any such activity or while operating on a driving track designed for racing or high performance driving.

- 8. For the portion of medical expenses paid or payable by any government or government-subsidized program or plan.

- 9. Caused by or resulting from mold, fungi or bacteria.

- 10. 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.

- 11. To any person while in the commission of a felony or while attempting to flee a law enforcement agent or crime scene.

- 12. Sustained by any person while **occupying your insured car** without the express or implied permission of **you** or a **listed driver**. This exclusion does not apply to a **listed driver** using **your insured car** which is owned by **you**.

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13. Sustained by an **insured person** while **occupying** a **non-owned car** without the express or implied permission of the owner.

14. Sustained while **your insured car** or any **car** is being used in a **Personal Car Sharing Program**, a **Commercial Ridesharing Program**, any **prearranged ride**, or a similar arrangement. This exclusion does not apply to a share-the-expense car pool

15. 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. **We** will pay no more than the limit of liability shown for this coverage on the **Declarations Page** for any **insured person(s)** injured in any one **accident** regardless of the number of:
 - a. **Cars** insured;
 - b. **Insured person(s)**;
 - c. Claims made;
 - d. Applicable policies; or
 - e. Premiums shown on **your Declarations Page**.
4. 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:

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- 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 and Underinsured Motorist Coverage**; or
- d. As a result of **bodily injury** under any workers' compensation law, disability benefits law or any similar law.

5. The Limits of this coverage as provided by this policy may not be stacked, aggregated, or otherwise combined with the limits of this or similar coverage provided by any other policy issued to **you**, a **family member**, or a **listed driver** by **us** or **our** affiliates. The limits are not increased by insuring additional vehicles, even though a separate premium is shown on the **Declarations Page**.

G. Other Insurance

1. Any insurance **we** provide under this Part III shall be excess over any other applicable automobile medical insurance that also provides coverage for the same **accident** or loss.
2. If there is more than one policy providing excess coverage, then **we** will only pay **our** share which is the proportion that **our** limit of liability bears to the total of all applicable limits. The total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits 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 COMPREHENSIVE COLLISION TOWING AND ROAD SERVICE

A. Insuring Agreement

1. 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. 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.

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. Towing and Road Service Coverage

- a. If **your Declarations Page** shows a premium for Towing and Road Service Coverage, then subject to the Service Call Conditions and exceptions in this

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Insuring Agreement, if **your insured car** becomes disabled and **you** need help, **we** are providing **you** access to 24-hour toll-free assistance. Towing and Road Service Coverage includes the reasonable and necessary towing and labor costs related to a mechanical disablement for:

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

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; and
- (3) **We** do not pay for the cost for tires, fuel, belts, keys, parts or tools associated with the service or labor being performed.

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**. Towing and Road Service Coverage is limited to no more than three covered disablements for any single **your insured car** in a six month period. Additionally, if **your insured car** is towed anywhere than the closest qualified repair shop, **you** will be liable for any additional charges.

d. Use of Other Than Designated Service Providers

If Towing and Road Services are rendered by a provider other than one of **our** designated service providers, **we**

will pay only those charges **we** deem reasonable.

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 **equipment**, devices, accessories, enhancements and changes, other than those that are offered as either standard or optional equipment by the original manufacturer for **your insured car**, or that are installed by the dealership as part of the original sale of a new **car** that are permanently attached to **your insured car** and common to its use, but is not the **car's** factory available furnishing or **equipment**.
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.

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5. **Equipment** means **equipment** permanently attached to **your insured car** and common to its use.
6. **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.

C. Exclusions – What Is Not Insured In Part IV

We do not insure loss:

1. 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:
 - a. Products;
 - b. Documents;
 - c. Newspapers; or
 - d. Food.This exclusion does not apply to a share-the-expense car pool or **cars** being used in the course of volunteer work for a tax-exempt organization as described in Arizona Revised Statutes section 43-1201, paragraph 4.
2. Caused by:
 - a. war (declared or undeclared);
 - b. civil war;
 - c. insurrection;
 - d. rebellion;
 - e. revolution;
 - f. nuclear radiation exposure or contamination;
 - g. radioactive contamination or exposure;
 - h. biological contamination, exposure or attack; 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 exclusion does not apply to that **equipment** which is permanently installed in **your insured car**.
4. 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.
5. To a **utility trailer** owned by **you**, a **family member** or a **listed driver**.
6. Due and confined to:
 - a. wear and tear;
 - b. freezing; or
 - c. 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.
7. To permanently attached or detachable camper body, slide-on camper, 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,

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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, high performance driver education 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**, a **listed driver** or any resident of **your** household;
- b. Prior to its delivery to **you**, a **family member** or a **listed driver**; 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 **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**.

20. To **your insured car** or any **car** while that **car** is being used in a **Personal Car Sharing**

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Program, a **Commercial Ridesharing Program**, any **prearranged ride**, or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.

21. To **your insured car** due to **diminution in value**.

22. To **your insured car** while it is leased or rented to others.

D. 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:

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.

E. 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**.

F. 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**, a **family member** or a **listed driver** is \$500;
- b. Loss to **additional equipment** is a total of \$1,000 for repair or replacement for any one loss. Multiple items of

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additional equipment lost or damaged in the same event are considered to be one 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 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.
7. 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.
8. Any payment **we** make will be reduced by the value of the salvage when **you** or the owner of the **car** retains the salvage.
9. No one will be entitled to duplicate payments for the same elements of loss.
10. 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.

G. **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.

H. **No Benefit to Bailee**

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

I. **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**.

J. **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**, **non-owned 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.

K. **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

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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 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 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.

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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.

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** within 30 days 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** or any **listed driver** 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

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brought to determine the liability of an insured person.

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 **listed driver**;
- 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 or Reduction of Coverage**

We will not cancel or refuse to renew a motor vehicle insurance policy solely because of the age, race, color, religion, sex, national origin, ancestry of anyone who is an insured, or location of residence except **we** may non-renew if a **named insured** establishes a primary residence in a state other than Arizona.

 - (1) **You** may cancel this policy at any time by letting **us** know on the date cancellation is to take effect.
 - (2) If **you** do not pay any premium due within seven (7) days after the due date, **we** may cancel **your** policy by notifying **you** electronically. The cancellation is effective on the date **you** are notified. Unless **you** cancel this policy on or before the due date in accordance with subsection 8a(1), above, **you** will be billed for premium due for coverage afforded

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until this policy is cancelled by **us** in accordance with this subsection 8a(2) in addition to any other premium amounts due.

- (3) **We** may cancel **your** policy during the first fifty nine (59) days for any other reason, change the renewal date, or cancel or reduce all or any portion of any coverage by notifying **you** not less than ten (10) days prior to the effective date of such cancellation, reduction, or change of renewal date. If **we** cancel or reduce all or any portion of any coverage, the notice **we** send will describe that portion **we** are cancelling or reducing. The issuance at renewal of revised policy provisions to modify an existing policy by adding coverages or policy provisions, modifying coverages or policy provisions, or eliminating coverages or policy provisions is not a nonrenewal or cancellation of the policy if the modification of a basic coverage does not eliminate the essential benefit of that basic coverage.

(4) **Renewal**

(a) If this policy is a renewal, or has been in effect for sixty (60) days or more, and:

1. insures either a private passenger type auto or a station wagon that does not carry passengers for hire nor is rented to others; or
2. is any other four wheel motor vehicle with a load capacity of fifteen hundred pounds or less which is not used in **your** occupation, profession or **business**,

(b) Then **we** will not exercise **our** right to cancel the insurance afforded under this policy unless:

1. The **named insured** fails to discharge when due any of the obligations of the **named insured** in connection with the payment of premium for this policy or any installment of the premium;
2. The insurance was obtained through fraudulent misrepresentation; or
3. The **named insured**, any person who resides in the same household as the **named insured** and customarily operates a motor vehicle insured under the policy, or any other person who regularly and frequently operates a motor vehicle insured under the policy:
 - i. Has had their driver's license suspended or revoked during the policy period;
 - ii. Becomes permanently disabled, either physically or mentally, and such individual does not produce a certificate from a physician or a registered nurse practitioner testifying to such person's ability to operate a motor vehicle; or
 - iii. Is or has been convicted during the thirty-six (36) months immediately preceding the effective date of the policy or during the policy period of:

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- a. Criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle;
 - b. Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - c. Leaving the scene of an **accident**;
 - d. Making false statements in an application for a driver license; or
 - e. Reckless driving;
 4. **We** are placed in rehabilitation or receivership by the insurance supervisory official in its state of domicile or by a court of competent jurisdiction or the director of the Arizona Department of Insurance has suspended **our** certificate of authority based on a financially hazardous condition;
 5. The **named insured**, any person who resides in the same household as the **named insured** and customarily operates a motor vehicle insured under the policy or any other person who regularly and frequently operates a motor vehicle insured under the policy uses a motor vehicle rated or insured under the policy as a private passenger motor vehicle regularly and frequently for commercial purposes; or
 6. The director of the Arizona Department of Insurance determines that the continuation of the policy would place **us** in violation of the laws of this state or would jeopardize **our** solvency.
- (5) If this policy is a renewal, or has been in effect for sixty (60) days or more, then **we** will not exercise **our** right to cancel the insurance afforded under this policy unless:
- (a) The **named insured**, any person who resides in the same household as the **named insured** and customarily operates a motor vehicle insured under the policy, or any other person who regularly and frequently operates a motor vehicle insured under the policy uses a motor vehicle rated or insured under the policy to provide Transportation network Services unless, while the driver is logged in to the Transportation Network Company's digital network or software application to be a driver or is providing transportation network services, **you** either:
 1. have procured an endorsement to the private passenger policy that expressly provides such coverage; or
 2. is covered by a motor vehicle liability insurance policy issued by another insurer

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expressly providing such coverage.

- (6) **We** will not cancel for reasons described in subsection 8a(4)(b)(3) of this section if:

- (a) **You** agree in writing to exclude that person by name from operation of **your insured car**; and
- (b) **You** agree to exclude coverage to yourself for any negligence which may be imputed by law to **you**, which may arise out of the maintenance, operation or use of a motor vehicle by such excluded person.

b. **Nonrenewal**

- (1) If **we** decide not to renew or continue this policy, **we** will provide notice of nonrenewal to the **named insured** at least forty-five (45) days before the nonrenewal effective date. Notice of nonrenewal will be sent to **you** electronically.
- (2) The issuance at renewal of revised policy provisions to modify an existing policy by adding coverages or policy provisions, or eliminating coverages or policy provisions is not a nonrenewal or cancellation of the policy if the modification of a basic coverage does not eliminate the essential benefit of that basic coverage.

c. **Automatic Termination**

- (1) This policy will terminate at the end of the policy period, plus a seven (7) day grace period, if **you**, or **your** representative, do not accept **our** offer to renew it. **Your** failure to pay the required renewal premium as **we** require means that **you** have declined **our** offer. **You** will have a

minimum grace period of seven (7) days after the due date in which to make payment. The policy will continue in force during the grace period. If payment is not received, **we** will notify **you** of cancellation or nonrenewal. The cancellation is effective on the date **you** are notified. Unless **you** cancel this policy on or before the due date in accordance with subsection 8a(1) above, **you** will be billed for premium due for coverage afforded until this policy is cancelled by **us** in accordance with subsection 8a.(2) above, in addition to any other premium amounts due.

- (2) If **your insured car** is sold or transferred to someone other than **you** or a **listed driver**, any insurance provided by this policy will terminate as to that **your insured car** on the effective date of the sale or transfer.

d. **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 cancelled, **you** may be entitled to a premium refund.
- (4) If this policy is cancelled, any refund due will be computed on a daily pro rata basis. However, if this policy is cancelled at **your** request any refund due will be computed on a 90% of a daily pro rata basis. Earned premium is calculated on a daily basis. **We** will supply a copy of the table to **you** on request. When **you** renew this policy, **we** will waive **our** right under the policy to calculate cancellation refunds on a 90% of a daily pro rata

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basis; instead, any refund of premium following a cancellation that may apply to the renewal policy will be calculated on a daily pro rata basis.

- (5) **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**, or **listed drivers**; 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 and **we** in good faith would not have issued this policy had the true facts had been known. This means that **we** will not be liable for any claims or **damages** that would otherwise be covered.
- c. **We** may 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. If **we** void this policy, it will be void from its inception (void ab initio), and no coverage will be provided whatsoever. However, **we** will provide coverage under **Part I – Liability Coverage** up to the minimum limits required by the

Arizona financial responsibility law for an **accident** that occurs before **we** notify the **named insured** that this policy is declared void.

- e. 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 or electronic transmission of any notice shall be sufficient proof of notice.

12. Additional Benefits and Services

We may work with independent merchants in providing enhanced value for replacement of **your** property. **We** may also work with independent merchants who provide other benefits, services, or discounts. **We** may introduce you to these merchants and if **you** are interested in any of the benefits, services, or discounts that they may offer, **you** may have to engage directly with them.

At **our** discretion, **we**, or a third party, may:

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- a. provide **you** with benefits such as airline miles, memberships, merchandise, points, rewards, special offers, services, or other items of value; or
- b. make charitable contributions, donations, or gifts on **your** behalf.

You do not have to accept or use any benefits, services, or discounts that may be offered to **you**. **We** do not make any representations or warranties, and do not accept any liability, regarding any such benefits, services, or discounts, nor are **we** obligated to expand or continue to make any of them available. Not all additional benefits, services, or discounts will be available in all states.

13. Policy Notices

Unless prohibited by law, and subject to **your** consent, policy notices will be electronically transmitted to **you** via mobile app and to the email address shown on the **Declarations Page**. If **you** withdraw **your** consent to electronic delivery of documents or state law does not allow electronic transmission, policy notices may be delivered to **you** or mailed to **you** at the mailing address **you** specify for receipt of such notices. Proof of mailing or electronic transmission will be sufficient proof of notice. **We** will also deliver a copy of the notice to any Additional Interest shown on the **Declarations Page**.

14. Payment

At the policy's inception, if **you** make a premium payment using a nonnegotiable instrument, 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 at the end of the

policy period, plus a seven (7) day grace period. **You** will have a minimum grace period of seven (7) days after the due date in which to make payment. The policy will continue in force during the grace period. If payment is not received, **we** will notify **you** of nonrenewal. The nonrenewal is effective on the date **you** are notified.

15. 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.

16. Loss Payable Provisions

- a. It is agreed that at **our** option, **we** may pay for repairs to the damaged **car**, or, in the event of a total loss, pay for damage to the **car** listed in this policy, such payment to be paid as interest may appear to the **named insured** and the lienholder shown on the **Declarations Page**.
 - (1) When **we** provide payment to the lienholder following a total loss, 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 damages

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- by **you**, any **listed driver** or anyone acting under the direction of any 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.
- (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.

SPECIAL PROVISIONS

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



AUTHORIZED SIGNATURE

Undisclosed Driver Endorsement – Arizona

This Endorsement amends **your** Personal Auto Policy. Please read it carefully.

Part I – Liability

Under **Part I – Liability** Coverage, E. **Limits of Liability**, the following Limit is added:

7. If this policy provides **bodily injury** and **property damage** liability limits in excess of the minimum limits mandated by the motor vehicle financial responsibility law of Arizona, then the amount of coverage in excess of those limits shall not apply to the operation or use of any **car** by an **undisclosed driver**.

Part II— Uninsured Motorist Coverage and Underinsured Motorist Coverage

Under **Part II – Uninsured Motorist Coverage and Underinsured Motorist Coverage**, F. **Limits of Liability**, the following Limit is added:

7. If this policy provides uninsured motorist coverage and/or underinsured motorist coverage for **bodily injury** in excess of \$25,000 per person and \$50,000 per **accident**, then the amount of coverage in excess of those limits shall not apply to the operation or use of any **car** by an **undisclosed driver**.

Part III – Medical Expense Coverage

Under **Part III – Medical Expense Coverage**, D. **Exclusions – What is Not Insured in Part III**, the following exclusion is added:

16. Sustained while **occupying** any **car** while it is being operated by an **undisclosed driver**.

Part IV – Damage to Your Car

Under **Part IV – Damage to Your Car**, C. **Exclusions – What is Not Insured in Part IV**, the following exclusion is added:

23. To **your insured car** or any **car** and its **additional equipment** caused by **collision** or

any direct, sudden and accidental means other than **collision** if, at the time of the loss, **your insured car** or any **car** was being operated by an **undisclosed driver**.

Optional Endorsements

Any optional endorsements providing coverage in addition to **your** personal auto policy will not apply if, at the time of the **accident**, **your insured car** or any **car** was being operated by an **undisclosed driver**.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms and conditions of the policy continue to apply.

Named Driver Exclusion

Person(s) restricted

Relationship

In consideration of the premium, it is agreed that with the exception of **Part II — Uninsured and Underinsured Motorist Coverage**, all coverages afforded by this policy shall not, at any time on or after the effective date shown, apply to the operation or use of any vehicle by the person(s) named above. This policy will not provide coverage for any person(s) who entrusts a vehicle to the person(s) named above.

This exclusion includes any claim for **damages** made against **you**, a **family member, listed driver** or any other person or organization that is vicariously liable for an **accident** arising out of the operation of **your insured car** or **non-owned car** by the person(s) restricted.

Accepted by

Named Insured Signature

SIGN AND KEEP THIS COPY WITH YOUR POLICY.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms and conditions of the policy continue to apply.

Temporary Ride Coverage

For an added premium, the following coverage is provided.

A. INSURING AGREEMENT

Under **Part IV — Damage to Your Car**, the following is added:

It is agreed that coverage is provided for the **car(s)** listed on the **Declarations Page** where a premium is shown for this coverage. **We** will pay **your** expenses, including but not limited to **rental car** expenses, rideshare fees, or food delivery charges, arising from a covered **accident** or loss.

Payment will be determined based on the option and limits **you** have purchased as shown on **your Declarations Page**. The option shown on **your Declarations Page** will only apply if **you** utilize the coverage provided under **Part IV — Damage to Your Car, Comprehensive Coverage** or **Collision Coverage** and the loss exceeds any applicable deductible amount.

B. OPTION SCHEDULE

DESIGNATION	DESCRIPTION
\$30 per day	<p>If a loss occurs more than 50 miles from your residence we will also pay you for the reasonable and necessary extra expense for commercial transportation, gasoline, lodging and meals incurred to return your insured car, after it is repaired, to your residence or destination. The maximum payable for car return expenses is \$200.</p> <p>We will pay you \$30 per day while your insured car is in the custody of a garage for repairs resulting from a covered Collision or covered Comprehensive loss. If your insured car is a total loss (regardless of salvage value) we will pay you \$500. The maximum payable under this coverage selection is \$500.</p>
\$50 per day	<p>If a loss occurs more than 50 miles from your residence we will also pay you for the reasonable and necessary extra expense for commercial transportation, gasoline, lodging and meals incurred to return your insured car, after it is repaired, to your residence or destination. The maximum payable for car return expenses is \$500.</p> <p>We will pay you \$50 per day while your insured car is in the custody of a garage for repairs resulting from a covered Collision or covered Comprehensive loss. If your insured car is a total loss (regardless of salvage value) we will pay you \$1,000. The maximum payable under this coverage selection is \$1,000.</p>

C. EXCLUSIONS

The following Exclusion applies to this endorsement and is added to **Exclusions – What Is Not Insured In Part IV**:

1. **We** do not insure loss arising out of a **substitute car** or a **rental car**.

D. ADDITIONAL DUTIES

The following Additional Duty applies to this endorsement and is added to **Additional Duties for Part IV – Damage to Your Car**:

1. If **we** make a payment under this endorsement, **we** shall be subrogated to any rights **you** have to seek recovery. **You** shall do whatever is necessary to enable **us** to exercise **our** rights and nothing after the loss to prejudice these rights.

E. CONDITIONS

The following Condition applies to this endorsement and is added to **Part IV – Damage to Your Car**:

The coverage afforded by this endorsement does not apply to any **Collision** or **Comprehensive** loss occurring before the effective date that this endorsement is first added to **your** policy.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms and conditions of the policy continue to apply.

Gap Coverage

For an added premium, the following coverage is provided.

A. LIMITS OF LIABILITY

It is agreed that the following coverage is added to the Limits of Liability provisions pertaining to **Part IV – Damage to Your Car**, applying to the **car(s)** listed on the **Declarations Page** where a premium is shown for this coverage.

1. If a covered loss to a **car** listed on the **Declarations Page** where a premium is shown for this coverage, results in a total loss settlement, and such settlement fails to pay the remaining debt to the lienholder or other interest, **we** will pay this debt to the lienholder or other interest subject to the following:
 - a. **We** will pay no more than 25 percent of the **Actual Cash Value** of the **car** at the time of loss;
 - b. Any policy deductible applying to the loss.

We will not pay for the following:

1. Mileage charges in excess of the annual mileage allowed by the lienholder on the leased **car**.
2. Credit life premiums, including charges for, or refunds due to, the owner for credit insurance.
3. Extended warranties, including charges for, or refunds due to, the owner for such warranties.
4. Any other coverages or charges which are financed as part of the purchase or lease contract.

B. CONDITIONS

1. Any attempt by persons insured under this policy or by persons acting in their behalf to obtain coverage by the use of fraud or deception will void this endorsement.
2. If there is any change of **car**, lienholder or other interest as shown above, **we** will remove this endorsement.
3. This coverage will terminate no later than four (4) years following the model year shown on the **Declarations Page**, provided the policy is continuously renewed during this four (4) year period.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms and conditions of the policy continue to apply.

New Car Replacement Coverage

For an added premium, the following coverage is provided.

A. INSURING AGREEMENT

Under **Part IV – Damage to Your Car**, Insuring Agreement, the following is added:

It is agreed that coverage is provided for the **car(s)** listed on the **Declarations Page** where a premium is shown for this coverage and:

1. **You** or a **listed driver** are the original owner of the insured **car**;
 2. The insured **car** is being added to the policy within 90 days of the date **you** or a **listed driver** take delivery of the **car**;
 3. The insured **car** was one of the following at the time of purchase, as determined by the **car** manufacturer:
 - a. the current **car** model year;
 - b. a future **car** model year;
 - c. the **car** model year immediately preceding the current **car** model year; and
 4. The insured **car** was purchased in and designed for use in the United States.
2. If a **car** of the same make, model and class size is not available as of the date of loss, **we** will pay the cost to replace **your car** with a comparable new and comparably equipped **car**, less any applicable deductible. The maximum amount recoverable under this coverage shall not exceed 110% of the original manufacturer's suggested retail price of **your car**.
 3. The New **Car** Replacement Coverage will no longer apply once the coverage has been on **your** policy for two years (24 months) or **your car** has reached 24,000 miles, whichever occurs first.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms and conditions of the policy continue to apply.

B. LIMITS OF LIABILITY

Under **Part IV – Damage to Your Car**, the following is added to Limits of Liability:

1. If **your car** listed on the **Declarations Page** where a premium is shown for this coverage is determined by **us** to be a total loss within two years of the date that this endorsement is added to **your** policy, or within 24,000 miles of usage, whichever occurs first, **we** will pay the cost to replace **your car** with a new **car** of the same make, model and class size as **your car**, less any applicable deductible.

Original Parts Replacement Coverage

For an added premium, the following coverage is provided.

A. INSURING AGREEMENT

Under **Part IV – Damage to Your Car**, Insuring Agreement, the following is added:

It is agreed that coverage is provided for the **car(s)** listed on the **Declarations Page** where a premium is shown for this coverage and:

1. The insured **car** is no more than ten model years old.
2. The insured **car** was purchased, licensed for and is used only upon public highways in the United States.

B. LIMITS OF LIABILITY

Under **Part IV – Damage to Your Car**, for each **car** listed on the **Declarations Page** where a premium is shown for this coverage, the Limits of Liability are changed to include the following:

Our limits of liability for loss to **your car** shall not exceed the amount necessary to repair or replace the parts with new parts made for or by the original equipment manufacturer, when available.

The Original Equipment Manufacturer Parts Coverage will no longer apply once **your car** is more than ten model years old. This coverage does not apply to a **utility trailer** not owned by **you** or a **listed driver**. This coverage does not apply to total losses.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms and conditions of the policy continue to apply.

Side Hustle – Auto Coverage

For an added premium, the following coverage is provided.

A. INSURING AGREEMENTS

It is agreed that coverage is provided for the **car(s)** listed on the **Declarations Page** in which Side Hustle – Auto Coverage is shown as “Included”. Side Hustle – Auto Coverage only applies to **part-time employment**. We will provide the following coverages:

1. Ridesharing

- a. We will extend the coverages displayed on **your Declarations Page** during the time period beginning when **you** or a **listed driver** and the **car** for which this coverage applies are available to receive requests for transportation through a digital network or similar connection used by a **transportation network company**, and ending when **you** or a **listed driver** and the **car** for which this coverage applies are engaged in a **prearranged ride**.
- b. Once a **prearranged ride** has begun, we will extend the coverages shown on **your Declarations Page**, except for **Part I – Liability Coverage**.

2. On-demand Food Delivery

- a. We will extend the coverages displayed on **your Declarations Page** during the time period beginning when **you** or a **listed driver** and the **car** for which this coverage applies are available to receive on-demand food delivery requests through a digital network or similar connection used by an on-demand food delivery application or service and ending when **you** or a **listed driver** and the **car** for which this coverage applies are engaged in a **prearranged delivery**.
- b. Once a **prearranged delivery** has begun, we will provide **Part I – Liability Coverage** up to the minimum limits mandated by the motor vehicle financial responsibility law of the state in which

this policy was issued. Any **Part I – Liability Coverage** you purchased in excess of those limits shall not apply during a **prearranged delivery**.

- c. The **Comprehensive Coverage** or **Collision Coverage** deductible is \$1,000 or the deductible shown on **your Declarations Page** if higher, once a **prearranged delivery** has begun.
- d. We will extend the other coverages, as purchased and displayed on **your Declarations Page**.

3. Business Personal Property

We will cover **property damage** to **business personal property** owned or used by **you** or a **listed driver** up to \$1,000, resulting in a covered loss caused by **collision** or any direct, sudden and accidental loss other than **collision**.

4. Loss of Business Income

We pay for loss of **business income** resulting from a covered **accident** or loss. The maximum we will pay under this coverage is \$500 per week for no more than (4) weeks. We will provide coverage for one loss of **business income** claim per policy period. Loss of **Business Income** coverage will only apply to a covered loss under **Part IV – Damage to Your Car, Comprehensive Coverage** or **Collision Coverage** where the amount of the loss exceeds any applicable deductible.

Loss of **Business Income** coverage will commence seventy-two (72) hours after **you** inform **us** of any covered **accident** or loss. Loss of **business income** ends at the earliest of:

- a. a total of four (4) weeks from the date **you** informed **us** of the **accident** or loss;
- b. completion of repairs to the damaged **car** for which this coverage applies; or

- c. replacement of the **car** for which this coverage applies.

We will not be responsible for any loss of **business income** which is caused by **your** delay in commencing repairs or the replacement for the damaged **car** for which this coverage applies.

B. DEFINITIONS

1. **Business income** means income **you** or a **listed driver** receive for any **part-time employment**.
2. **Business personal property** means equipment, inventory or other components owned by **you** or a **listed driver** used only for ridesharing or on-demand food delivery.
Business personal property does not include:
 - a. motor vehicles. However, **we** do cover a motorized assisted living device to assist the disabled.
 - b. aircraft or self-propelled missiles, including drones.
 - c. property owned by **you** or a **listed driver** which is rented or is available for rent to others.
 - d. property owned by anyone other than **you** or a **listed driver**.
 - e. any property which is illegal to possess under federal or state law.
 - f. money; cashiers' checks; currency or any type of currency proxy; bank notes; medals; coins; bullion; and precious metals. This includes collections of all such property in any form.
3. **Part-time employment** means performing ridesharing or on-demand food delivery services for which **you** or a **listed driver** earn between \$1,000 and \$25,000 of total compensation for the 12 months preceding the covered **accident** or loss. It does not matter whether it is continuous or intermittent in nature.

3. **Prearranged delivery** means the period of time that begins when a driver accepts a food delivery request through a digital network or similar connection and continues while the driver transports the food in the **car** for which this coverage applies, and ends when **you** or a **listed driver** departs from that **car**.

4. **Transportation Network Company** means a corporation, partnership, sole proprietorship, or other entity that uses a digital network or similar connection to connect riders to drivers for the purpose of providing transportation.

5. **On-demand food delivery** means the pre-arranged delivery of prepared food or groceries through a digital network or similar connection.

On-demand food delivery does not include:

- a. Scheduled package deliveries, including but not limited to those through online retailers;
- b. Courier deliveries, including but not limited to freight and cargo deliveries;
- c. Deliveries by court messengers or legal couriers; or
- d. Deliveries made as an employee of a **business**, including but not limited to pizza delivery.

C. DEDUCTIBLE

For each covered **accident** or loss, the policy's deductible will be applied. **We** will apply only one deductible for each covered **accident** or loss. For **on-demand food delivery**, the deductible for **Comprehensive Coverage** or **Collision Coverage** during a **prearranged ride** is \$1,000 or the deductible shown on **your Declarations Page**, if higher.

D. OTHER INSURANCE

1. Any insurance **we** provide under this coverage shall be excess over any other applicable insurance, self-insurance, and/or protection limits or amounts, regardless of the source, that also provides coverage for the same **accident** or loss.
2. If there is more than one policy providing excess coverage, then **we** will only pay **our** share which is the proportion that **our** limit of liability bears to the total of all applicable limits. The total amount payable among all such policies will not exceed the limits provided by the single policy with the highest limits of liability.
3. For purposes of this provision, other insurance includes any type of warranty or service or maintenance contract.
4. The **Business personal property coverage** as provided by this endorsement may not be stacked, aggregated, or otherwise combined with this coverage provided by any other policy issued to **you** or a **listed driver** by **us** or **our** affiliates.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms and conditions of the policy continue to apply.

Pet Passenger Coverage

For an added premium, the following coverage is provided.

A. INSURING AGREEMENT

We will pay reasonable amounts up to \$1000 for the veterinary care, burial, disposal, injury or death of **household pets** owned or kept by **you** or a **listed driver** that are injured or die resulting from any covered **accident** or loss. Settlement will be based on the monetary value of the **household pets** up to a maximum of \$1000 in the aggregate for all **household pets** in any covered **accident** or loss.

This endorsement is part of the policy. It changes the policy so please read it carefully. All other terms and conditions of the policy continue to apply.

B. DEFINITION

Household pet means a fully-domesticated animal owned by **you** or a **listed driver** for personal companionship, such as a dog, cat, reptile, bird or rodent. **Household pet** does not include:

1. Any type of farm animal; or
2. Any animal commonly kept for food or profit.

C. DEDUCTIBLE

We will not apply a deductible under this coverage.

Glass & Safety Equipment – Waiver of Deductible

For an added premium, the following coverage is provided.

A. LIMITS OF LIABILITY

It is agreed that the following coverage is provided for the **cars(s)** listed on the **Declarations Page** in which **Comprehensive Coverage**, with a \$0 Glass deductible shown.

For an additional premium, it is agreed that the deductible applying to **Part IV – Damage to Your Car, Comprehensive Coverage** – does not apply to **Safety Equipment**.

B. DEFINITION

Safety Equipment is defined as only glass used in the windshield, doors and windows, including glass, plastic or other material used in the lights of **your insured car**. **We** will pay only the amount required to repair or replace **Safety Equipment**.

This endorsement is part of the policy. It changes the policy so please read it carefully. All other terms and conditions of the policy continue to apply.