Pennsylvania
Personal Automobile Policy



10954NG (01012022)

PO Box 3199, 450 W. Hanes Mill Rd Ste 101
Winston-Salem NC 27102-3199

NONPARTICIPATING

Integon General Insurance Corporation

PENNSYLVANIA PERSONAL AUTOMOBILE POLICY

Read your Policy carefully. Provisions of this contract and its endorsements (if any) restrict coverage. Be certain **you** understand all of the coverage terms, the exclusions, and **your** rights and duties.

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AGREEMENT

This Policy is a legal contract between **you** and **us**. The Policy provisions, along with the **Declarations Page** and Application, which are incorporated into and made part of this Policy, and any endorsements issued, complete this Policy. If there is no written Application, then the statements made by **you** at the time of application become a part of this Policy.

This Policy is issued and renewed in reliance upon the truth and accuracy of the information **you** provide in the written, oral or verbal Application for this insurance. The terms of this Policy impose obligations on all persons defined as **you** and on all persons or organizations seeking coverage under this Policy. **We** agree to provide insurance, subject to the terms, conditions and limitations set forth in this Policy, if **you** have paid, when due, all of the premiums for the coverages **you** have chosen. **We** will only insure **you** for the coverages and the Limits of Liability for which a premium is shown on the **Declarations Page** of the Policy.

If the initial payment to **us** is in any non-cash method, this insurance is conditioned on that initial payment being honored by **your** financial institution.

DEFINITIONS

The following words or phrases, when printed in bold-faced type, will have the following meaning throughout the Policy, whether in the singular, plural or possessive.

A. **"Accident"** and **"accidental"** mean a sudden, unexpected and unintended event.

B. **"Actual cash value"** means the fair market value of the stolen or damaged property at the time of **loss**.

C. **"Additional auto"** means an **auto** that **you** acquire in addition to the **auto(s)** shown on the **Declaration Page**, if:

1. No other insurance applies to the acquired **auto**;
2. Within thirty (30) calendar days after **you** become the **owner** of the **additional auto**, **you** ask **us** to add the **additional auto** to **your** Policy; and
3. **We** insure all **autos owned** by **you** on the date **you** take possession of the **additional auto**.

If **you** ask **us** to insure the **additional auto** within thirty (30) calendar days after **you** acquire the **auto** and **we** agree to insure it, any coverage **we** provide for the **additional auto** is subject to the following conditions:

1. On the date **you** become the **owner**, an **additional auto** will have the broadest coverage **we** provide on any **auto** shown on the **Declarations Page**.
2. Any coverage **you** ask **us** to add to the **auto** or any increase of limits of liability shall not begin until after:
   a. **We** agree to add the coverage or increase the limits; and
   b. **You** pay any additional premium when due.

D. **"Auto"** means a four-wheeled private passenger vehicle or dual rear wheel six-wheeled pick-up truck designed for operation mainly on public roads with a gross vehicle weight (as determined by the manufacturer's specifications) of 10,000 pounds or less.

An **auto** does not include:

1. Vans with cabs separate from the cargo area;
2. Delivery van;
3. Step-van;
4. Cargo cutaway van; or
5. Any type of all-terrain or quad vehicle, dune buggy, go-cart or golf cart.

E. **"Bodily injury"** means bodily harm, sickness or disease, including death that results from such **bodily injury**. **Bodily injury** does not include: harm; sickness; disease or death arising out of:

1. The contraction of a medically defined communicable disease by any person; nor
2. The exposure of such a disease by any person to any other person.

F. **"Business"** means any full-time or part-time job, trade, profession, occupation, employment or commercial enterprise.

G. **"Carry persons or property for compensation or a fee"** means to deliver, transport or carry persons; products; goods; materials; property; animals; or livestock for any form of money; salary; income; property; consideration; or any other thing of value, whether or not:

1. Going to a pick-up or returning from a drop-off;
2. The money or other item of value is paid or given;
   a. By any passenger, recipient or other party on a per-trip basis; or
   b. In the course of, or as related to, any **business** activities of a person insured under this Policy; or
3. Any of the persons; products; goods; materials; property; animals; or livestock intended to be delivered or transported are actually in the vehicle or **trailer** at the time of the **accident** or **loss**.

"Carry persons or property for compensation or a fee" includes, but is not limited to, the delivery of goods, either on a wholesale or retail basis, such as food, magazines, newspapers, or flowers.

H. **"Covered auto"** means:

1. Any **auto** shown on **your Declarations Page**, unless **you** have asked **us** to delete that **auto** from the Policy;
2. A **newly acquired auto**;
3. **Your trailer**; or
4. Any **auto** not **owned** by **you** while used on a temporary basis as a substitute for any other **auto** described in this definition which is out of normal use because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. **Loss**; or
   e. Destruction.

   Coverage for a temporary substitute **auto** shall not exceed sixty (60) days.

I. **"Crime"** means any act or omission that is:

1. A state or federal felony in the United States;
2. An attempt to flee or elude law enforcement or a crime scene; or
3. An illegal activity, trade or transportation;

whether or not there is an arrest, charge or conviction.

"Crime" does not include:

1. Misdemeanor violations of the motor vehicle or traffic laws other than an attempt to:
   a. Flee or elude law enforcement; or
   b. Flee a crime scene;
2. Vehicular homicide; or
3. Driving under the influence of alcohol or any illegal substance.

J. **"Declarations Page"** means the policy document showing **your** coverages, limits of liability, **covered autos**, premiums and other policy related information.

K. **"Depreciation"** means a decline in value due to wear and tear or obsolescence.

L. **"Derivative claims"** include, but are not limited to, damages for care, emotional injury or mental anguish, wrongful death, or loss of:

1. Service;
2. Consortium;
3. Society; or
4. Companionship;

resulting from the **bodily injury** of another or from witnessing the **bodily injury** of another.

M. **"Digital network"** means any system or service offered or utilized by a **transportation network company** that enables **TNC prearranged trips** with drivers.

N. **"Diminution in value"** means the actual or perceived loss in market or resale value by reason of the fact that the property has been damaged.

O. **"Economic loss"** means medical and other out-of-pocket expenses.

P. **"Family member"** means:

1. A person related to **you** by blood, marriage or adoption who **resides** in **your** household; or
2. A ward or foster child, or stepchild who **resides** in **your** household;

at the time of the **accident** or **loss**.

"Family member" includes **your** unmarried, dependent children living temporarily away from home who intend to **reside** in **your** household.

Q. **"Loaner Vehicle"** means an **auto** provided by a motor vehicle dealer to an **insured** at no cost to the insured while **your covered auto** is being transported, serviced, repaired or inspected by the motor vehicle dealer.

R. **"Loss"** means sudden, direct, and **accidental** destruction or damage. **"Loss"** does not include **diminution in value**.

S. **"Minimum limits"** means the minimum amount of liability insurance required to apply to an **auto** by the motor vehicle compulsory insurance or financial responsibility laws of the state in which **you reside**, as shown in **our** records as the garaging address for a **covered auto**.

T. **"Motor vehicle business"** means the **business** of:

1. Selling;
2. Repairing;
3. Servicing;
4. Storing;
5. Parking;
6. Road testing;
7. Delivering;
8. Leasing or renting;
9. Washing; or
10. Valet parking;

any motor vehicle.

U. **"Named insured"** means the individual(s) designated as the named insured(s) on the **Declarations Page**.

V. **"Newly acquired auto"** means an **additional auto** or a **replacement auto** of which **you** become the **owner** during the policy period.

W. **"Noneconomic loss"** means pain and suffering and other nonmonetary damages.

X. **"Non-owned auto"** means any private passenger **auto**, pickup, or van that is not:

1. **Owned** by;
2. Registered to; or
3. Furnished or available for the regular use of;

you or a **family member**, while in the custody of, or while being operated with the **owner's** express or implied permission by, **you** or a **family member**.

Y. **"Occupying"** means in; upon; getting into, out of, on or off. A person cannot be **occupying** more than one motor vehicle at a time**.**

Z. **"Own"**, **"owned"**, **"owner"**, and **"ownership"**, with respect to an **auto** or **trailer**, mean the person who:

1. Holds the legal title to the **auto** or **trailer**; or
2. Has legal possession of an **auto** or **trailer** that is:
   a. Subject to a written security agreement; or
   b. Leased to that person by a written agreement for a continuous period of six (6) months or longer.

AA. **"Property damage"** means physical damage to, destruction of, or loss of use of, tangible property if caused solely by an **accident** covered under this Policy.

BB. **"Punitive or exemplary damages"** means all damages that may be awarded, other than compensatory damages, to:

1. Punish or deter conduct; and/or
2. Fine, penalize or impose a statutory penalty due to conduct;

because the conduct is malicious, grossly negligent, wanton, willful, fraudulent or unlawful. This includes, but is not limited to, any damages that have been defined by law as punitive damages or exemplary damages, and any additional costs, attorney fees, other fees or interest awarded because of such damages.

CC. **"Racing"** means:

1. Participating in, competing in, practicing for or preparing for any prearranged or organized racing, speed, demolition or stunting contest or activity;
2. Participating in or competing in an unarranged or spontaneous street or off-road race or stunt;
3. Operating an **auto** on an indoor or outdoor track, course or trail designed or used for:
   a. Racing or speed contest or adventure;
   b. Demonstration driving;
   c. Driver or skills training;
   d. High performance driving; or
   e. Driving competition.

DD. **"Regular operator"** is someone who uses a **covered auto** at least once a week or at least thirty (30) times over the last twelve (12) months prior to an **accident** or **loss**.

EE. **"Replacement auto"** means an **auto** that **you** acquire to replace an **auto** shown on the **Declarations Page** if no other insurance applies to the acquired **auto** and **we** insure all **autos** that **you own**.

Any coverage **we** provide for a **replacement auto** is subject to the following terms:

1. On the date **you** become the **owner** of a **replacement auto**, if coverage applies under this Policy, that **replacement auto** will have the same coverage as the **auto** shown on **your Declarations Page** that is being replaced.
2. The deductible that applies to a **replacement auto** shall be the same as the **auto** it replaced.
3. All coverage **we** provide for the **replacement auto** ends thirty (30) calendar days after **you** become the **owner** if **you** do not ask **us** to insure it within those thirty (30) calendar days.
4. Any coverage **you** ask **us** to add to the **auto** or any increase of limits of liability shall not begin until after:
   a. **We** agree to add the coverage or increase the limits; and
   b. **You** pay any additional premium when due.

FF. **"Reside"**, **"resides"**, and **"residing"** mean to dwell within the household as the person's primary and legal domicile. Minor dependent children whose parents are separated or divorced shall be deemed to **reside** in both parents' households.

GG. **"Serious injury"** means a personal injury resulting in death, serious impairment of body function or permanent serious disfigurement.

HH. **"The Act"** means the Pennsylvania Motor Vehicle Financial Responsibility Law.

II. **"Trailer"** means a non-motorized vehicle, including a farm wagon or farm implement, designed to be pulled on public roads by an **auto** if the **trailer** is not being used:

1. As a primary residence, office, store, **business** or for display purposes;
2. For commercial purposes; or
3. To transport passengers.

JJ. "**Transportation network company**" or **"TNC"** is a corporation, partnership, sole proprietorship, or other entity that is using a **digital network** to connect **transportation network company** passengers to **transportation network company** drivers who provide **TNC prearranged trips**.

KK. **"Transportation network company driver"** or **"TNC driver"** means an individual who:

1. Receives connections to potential and actual passengers and related services from a **transportation network company** in exchange for payment of a fee to the **transportation network company**; and
2. Uses a **covered auto** as a **TNC vehicle** to offer or provide a **TNC prearranged trip to transportation network company** passengers upon connection through a **digital network** controlled by a **transportation network company** in exchange for compensation or payment of a fee.

LL. **"TNC prearranged trip"** means the provision of transportation by a **transportation network company** driver to a passenger provided through the use of a **TNC's digital network**:

1. beginning when a **transportation network company** driver accepts a passenger's request for a trip through a **digital network** controlled by a **transportation network company**;
2. continuing while the **transportation network company** driver transports the requesting passenger; and
3. ending when the last requesting **passenger** departs from the **TNC vehicle**.

MM. **"TNC vehicle"** means a vehicle driven by a TNC driver.

NN. **"We"**, **"us"** and **"our"** refer to the Company shown on the **Declarations Page** as providing this insurance.

OO. **"You"** and **"your"** refer to:

1. The **named insured**; and
2. If **residing** in the same household at the time of the **accident** or **loss**:
   a. The spouse of the **named insured**; or
   b. The domestic partner of the **named insured** if the domestic partnership is established pursuant to a domestic partnership, civil union or similar law in any state.

PP. **"Your trailer**" means a non-motorized vehicle, including a farm wagon or farm implement, designed to be pulled on public roads by an **auto** if the **trailer** is:

1. **Owned** by **you**;
2. Being towed by a **covered auto**; and
3. Shown on the **Declarations Page**; and

is not being used:

1. As a primary residence, office, store, **business** or for display purposes;
2. For commercial purposes; or
3. To transport passengers.

TORT LIABILITY INSURANCE OPTIONS

A. **Who is an Insured Under Tort Liability Insurance Options**

As used in this section, an **"insured"** means**:**

1. **you** or a **family member**; or
2. if residing in **your** household, a minor in the custody of either **you** or a **family member**.

B. **LIMITED TORT OPTION**

If the Declarations shows "Limited Tort" as the Tort Option chosen, the Limited Tort Option applies.

Each **insured** who is bound by this option may seek compensation only for **economic loss** suffered because of **bodily injury** caused by **accident** as the consequence of the fault of another person.

However, each **insured** may recover damages as if the **insured** damaged had elected the Full Tort Option:

1. If the **bodily injury** suffered is a **serious injury**; or
2. If the person at fault:
   a. is convicted, or accepts Accelerated Rehabilitative Disposition for driving under the influence of alcohol or a controlled substance in that **accident**; or
   b. is operating a motor vehicle registered in another state; or
   c. intends to cause intentional injury; or
   d. has not maintained financial responsibility as required by Pennsylvania law, provided that nothing herein shall affect the limitation of a person, precluded from maintaining an action for **noneconomic loss** under the limited tort alternative, to recover **noneconomic loss** under Uninsured Motorists Coverage or Underinsured Motorists Coverage.
3. With respect to claims against a person in the business of designing, manufacturing, repairing, servicing or otherwise maintaining motor vehicles arising out of a defect in such motor vehicle which is caused by or not corrected by an act or omission, in the course of such business, other than a defect in a motor vehicle which is operated by such business; or
4. If injured while **occupying** a motor vehicle other than a private passenger motor vehicle as defined in the **Act** (Pennsylvania Motor Vehicle Financial Responsibility Law).

The amount **we** will pay for damages is subject to the limitations of Title 75 of the Pennsylvania Consolidated Statutes and nothing herein is intended to nor is it to be construed as broadening the limitations prescribed in the statute.

C. **FULL TORT OPTION**

If the Declaration shows "Full Tort" as the Tort Option chosen, the Full Tort Option applies. Each **insured** bound by this option may seek compensation for **noneconomic loss** claimed and **economic loss** suffered because of **bodily injury** caused by **accident** as the consequence of the fault of another person.

D. **OTHER INSURANCE**

If **you** or a **family member** are covered by more than one liability insurance policy and the policies have conflicting Tort Options, **you** or the **family member** are bound by the Tort Option of the policy associated with the motor vehicle in which **you** or the **family member** are **occupying** at the time of the **accident** and, in all other situations, **you** or the **family member** shall be bound by the Full Tort Option.

DUTIES AFTER AN ACCIDENT OR LOSS - FILING A CLAIM

GENERAL DUTIES

A. **We** do not provide coverage under this Policy unless **you** have paid the required premium when due. Failure to give notice as required may affect coverage provided under this Policy. Failure to comply with any of the duties in this Policy may result in denial of coverage and relieve **us** of all duties to investigate, settle, defend, pay any judgment or otherwise honor any claims made by an **insured** or against an **insured**.

B. **We** must be notified promptly of how, when and where the **accident** or **loss** happened. Notice should include the following:

1. All known facts and circumstances. This notice to **us** should include all known names, addresses and telephone numbers of any injured persons and witnesses.
2. All known license plate information of vehicles involved or vehicle descriptions; and
3. All known driver's license information of persons involved.

C. A person, organization or entity seeking coverage must:

1. Cooperate with **us** in the investigation, settlement or defense of any claim or lawsuit and assist **us** in:
   a. Making settlements;
   b. Obtaining or authorizing **us** to obtain or secure evidence;
   c. Giving evidence;
   d. Obtaining the attendance of witnesses at hearings and depositions; and
   e. The conduct of lawsuits.
2. Promptly send **us** copies of any notices or legal papers received in connection with the **accident** or **loss**. **We** will not pay for attorney fees or costs incurred by any **insured** or other person without **our** prior written consent.
3. Agree to give **us** information and consent necessary for **us** to comply with any statutes or government regulations that apply including, but not limited to, the person's social security number.
4. Submit as often as required by court order to medical or physical exams by physicians pursuant to 75 Pa.C.S. § 1796. **We** will pay for these exams.
5. Submit to examinations under oath by **us** or **our** representative as often as **we** reasonably require. These examinations will take place at a reasonable location of **our** choice and outside the presence of any witness, person or entity making a claim due to the same **accident** or **loss**, or any other person other than **your** attorney. **We** may:
   a. Also require an examination under oath from any **family member** who may be able to assist **us** in obtaining relevant information even if that person is not claiming benefits under this Policy; and
   b. Make a video and/or audio recording or any other type of recording of an examination under oath.
6. Give **us** written and recorded statements as often as **we** reasonably request.
7. Give **us** written authorization to obtain:
   a. Medical records and reports, including current reports, notes and test results, records of prior medical history and treatment, therapy records and counseling records;
   b. Credit and financial records;
   c. Photographs;
   d. Telephone, including cellular, text messaging and all other telephonic communication records, including billing records; and
   e. Other records **we** deem relevant in the investigation or settlement of a claim.
8. Submit a sworn statement as proof of loss as **we** require.
9. Not voluntarily assume any obligation to pay, make any payment or incur any expense for **bodily injury** or **property damage** arising out of an **accident**.
10. Attend hearings and trials as **we** require.
11. Authorize **us** to get any information on any data, maintenance or event recorder device installed in a **covered auto** as **we** deem relevant to the facts of the **accident** or **loss**.

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

A person seeking coverage under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO must, in addition to the **GENERAL DUTIES**:

1. Promptly, but no later than twenty-four (24) hours after discovery of the **loss**, report the theft or vandalism of any **auto** or other property insured under this Policy, or its equipment or parts, to the police or other local law enforcement.
2. Take reasonable steps after a **loss** to protect all property insured under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO from further **loss**. **We** will pay reasonable expenses incurred to protect that property. Any further **loss** due to failure to protect will not be covered under this Policy.
3. Permit **us** to inspect and appraise all **loss** covered under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO before its repair or disposal.
4. Promptly report any **accident** or **loss** to the police or other local law enforcement if the person cannot identify the **owner** or operator of an at-fault vehicle involved in the **accident**.
5. Authorize **us** to move the damaged **auto** or **your trailer** to a storage facility of **our** choice at **our** expense.

PART A > LIABILITY COVERAGE

INSURING AGREEMENT

A. Subject to the limit of liability shown on the **Declarations Page**, if **you** pay **us** the premium for Liability Coverage, **we** will pay compensatory damages for which an **insured** is legally liable due to **bodily injury** or **property damage** caused by an **accident** that arises out of the **ownership**, maintenance or use of an **auto** covered under this PART A. **We** will not pay for **punitive or exemplary damages**.

B. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. If **we** defend, **we** will choose the counsel of **our** choice which may include an in-house counsel. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted by payment of judgments or by settlement. **We** have no duty to:

   1. Defend any suit;
   2. Settle any claim; or
   3. Pay any judgment;

   for **bodily** injury or **property damage** not covered under this Policy.

ADDITIONAL DEFINITION – PART A > LIABILITY COVERAGE

"Insured", as used in this PART A, means:

1. **You** and any **family member** for:
   a. Operation or use of any **auto** with permission from its **owner**; or
   b. The **ownership**, maintenance or use of a **covered auto**.
2. Any person using a **covered auto** or a **loaner vehicle** with **your** permission.
3. For the use of a **covered auto** or a **loaner vehicle**, any person or organization, but only with respect to legal liability for acts or omissions of a person for whom coverage is afforded under this PART A.
4. With respect to the use of an **auto**, other than a **covered auto**, by **you** or a **family member**, any person or organization to the extent of legal liability within the limit of liability imputed due to the negligence of **you** or a **family member** for whom coverage is afforded under this PART A. This provision applies only if the person or organization does not **own** or hire the **auto**.

SUPPLEMENTARY PAYMENTS

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

1. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend and **we** choose to appeal. **We** have no duty to:
   a. Apply for or furnish any bond; or
   b. Pay premium on any bond in an amount exceeding **our** limit of liability.
2. Interest accruing before and after a judgment is entered in any suit **we** defend on that portion of the judgment that is within **our** limit of liability. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability for this coverage.
3. Reasonable loss of earnings, up to $200 per day, that is incurred by an **insured** due to attendance at hearings, proceedings, or trials at **our** request. The **insured** must make a written request for loss of earnings and provide written proof of such loss.
4. Other reasonable expenses incurred at **our** request.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

A. **We** do not provide Liability Coverage for, nor do **we** have a duty to defend for:
   1. **Bodily injury** or **property damage**:
      a. Caused intentionally by, or at the direction of, an **insured**; or

b. That is, or should be, reasonably expected to result from an intentional act of an **insured**;

even if the actual **bodily injury** or **property damage** that results is different than that which was intended.

2. **Property damage** to property:
   a. Owned by;
   b. Rented to;
   c. Used by;
   d. Transported by; or
   e. In the care, custody or control of;

   you, any **family member**, or an **insured**.

   This exclusion does not apply to **property damage** to a residence or private garage rented to **you**, any **family member**, or an **insured**.
3. **Bodily injury** to an employee or fellow employee of any **insured** arising out of, and in the course of, employment including any person eligible to receive benefits required to be provided or voluntarily provided by an **insured** under a Workers' Compensation statute or policy by either an **insured** or any person who has resided in **your** household for the six month period immediately prior to the **accident**. This exclusion does not apply to **bodily injury** to a domestic employee unless worker's compensation benefits, disability benefits, or similar benefits are required or available for that domestic employee.
4. Liability arising out of the **ownership,** maintenance or use of a vehicle while it is being used to **carry persons or property for compensation or a fee** or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
5. **Bodily injury** or **property damage** that occurs while the **insured** is employed or otherwise engaged in any **motor vehicle business**. However, this exclusion does not apply to the **ownership**, maintenance or use of a **covered auto** by **you** or a **family member**.
6. **Bodily injury** or **property damage** that occurs while maintaining or using any vehicle while an **insured** is employed or otherwise engaged in any **business** (other than farming or ranching). However, if a **business** or artisan use is noted on the **Declarations Page** for an **auto** shown on the **Declarations Page**, this exclusion does not apply to the **ownership**; maintenance; or use of that **auto** by:
   a. **You**;
   b. Any **family member**; or
   c. Any partner, agent or employee of **you** or any **family member**.
7. **Bodily injury** or **property damage** that occurs while any person is using an **auto** without the **owner's** express or implied permission or beyond the scope of the **owner's** express or implied permission. This exclusion does not apply to **you** or a **family member** when using or **occupying** a **covered auto**.
8. **Bodily injury** to **you**, any **family member**, or any **insured**.
9. **Bodily injury** or **property damage** for which an **insured**:
   a. Is an insured under a nuclear energy liability policy; or
   b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

   For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:
   a. Nuclear Energy Liability Insurance Association;
   b. Mutual Atomic Energy Liability Underwriters; or
   c. Nuclear Insurance Association of Canada.
10. **Bodily injury** or **property damage** arising out of the **ownership**, maintenance, or use of any vehicle while **racing**.
11. **Bodily injury** or **property damage** for which the United States Government is held responsible under the Federal Tort Claims Act.
12. **Bodily injury** or **property damage** arising out of any liability assumed by an **insured** under any contract or agreement.
13. **Bodily injury** or **property damage** to any person that results from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.
14. **Bodily injury** or **property damage** caused by or any consequence of:
   a. War, whether declared or undeclared;
   b. Civil war;
   c. Insurrection;
   d. Rebellion or revolution;
   e. Radioactive contamination; or
   f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.
15. **Bodily injury** or **property damage** arising out of the **ownership**, maintenance, or use of a **covered auto** as a residence or premises.

16. **Bodily injury** or **property damage** arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration; release; existence; or presence of, or actual, alleged, or threatened exposure to, any mold, mildew, fungus or other microbes. This includes any type or form of: (i) decomposing or disintegrating organic material or microorganism; (ii) organic surface growth on moist, damp, or decaying matter; (iii) yeast or spore-bearing plant-like organism; or (iv) spores; scents; toxins; mycotoxins; bacteria; viruses; or any other by-products produced or released by any mold, mildew, fungus, or other microbes.
17. Court ordered criminal restitution.
18. **Bodily injury** or **property damage** resulting from the discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **auto**.
19. **Bodily injury** or **property damage** arising out of the ownership or use of a vehicle while it is used by a **transportation network company** driver who is logged onto a **transportation network company's digital network** but is not engaged in a **transportation network company prearranged trip** or while the driver provides a **transportation network company prearranged trip.**

B. **We** do not provide Liability Coverage for, nor do **we** have a duty to defend, any **insured** for **bodily injury** or **property damage** arising out of the **ownership**, maintenance, or use of:

1. Any vehicle which has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer**.
2. Any vehicle, other than a **covered auto** or a **loaner vehicle**, that is:
   a. **Owned** by **you**; or
   b. Furnished or available for **your** regular use.
3. Any **auto**, other than a **covered auto** or a **loaner vehicle**, that is:
   a. **Owned** by any **family member**; or
   b. Furnished or available for the regular use of any **family member**.

   However, this exclusion B.3. does not apply to **you**.
4. A **covered auto** that:
   a. Has been rented, leased, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
   b. Has been given in exchange for compensation;
   c. Is under a conditional sales agreement by **you** to another; or
   d. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in **your** possession.

LIMIT OF LIABILITY

A. The Bodily Injury limit of liability shown on the **Declarations Page** for each person is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** sustained by any one person in any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.

B. Subject to the limit of liability for each person, the Bodily Injury limit of liability shown on the **Declarations Page** for each **accident** is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.

C. The Property Damage limit of liability shown on the **Declarations Page** for each **accident** is the most **we** will pay for all damages due to **property damage** sustained in any one **accident**.

D. If the **Declarations Page** indicates that a combined single limit applies, the limit of liability shown is the most **we** will pay for the total of all damages, including **derivative claims**, arising out of and due to **bodily injury** and/or **property damage** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

E. There will be no adding, stacking or combining of coverage. The limits of liability for Bodily Injury Liability Coverage and Property Damage Liability Coverage shown on the **Declarations Page** are the most **we** will pay as the result of any one **accident** without regard to the number of:

1. **Insureds**, heirs or survivors;
2. Claimants;
3. Claims made;
4. Lawsuits filed;
5. Vehicles shown on the **Declarations Page**;
6. Premiums shown on the **Declarations Page**;
7. Vehicles involved in the **accident**; or
8. Premiums paid.

F. An **auto** and attached **trailer** or a **covered auto** and **your trailer** are considered one **auto**. Therefore, the limit of liability will not be increased for an **accident** involving an **auto** with an attached **trailer** or a **covered auto** and **your trailer**.

G. Any payment under PART A > LIABILITY COVERAGE will be reduced by any payment made to that person under PART B > FIRST PARTY BENEFITS COVERAGE or PART C > UNINSURED AND UNDERINSURED MOTORIST COVERAGE. However, this provision shall not reduce coverage under this PART A to an amount less than the **minimum limits**.

H. No one will be entitled to receive duplicate payments for the same elements of **loss** or damage under PART A for which payment has been made:

1. Under any other coverage provided by this Policy;
2. By or on behalf of the person or organization that may be legally responsible; or
3. Under any other insurance or source of recovery.

OUT OF STATE COVERAGE

If an **accident** to which this Policy applies occurs in any state or province other than the one in which this Policy is written, **we** will interpret **your** Policy for that **accident** as follows:

If the state or province has:

1. A financial responsibility or similar law requiring a nonresident driver to maintain insurance with limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, the limits of liability under this Policy that apply to that **accident** will be the higher minimum Liability Coverage limits required by the law in that state or province. However, **we** will not provide any Liability Coverage for an **accident** if the **Declarations Page** does not show **you** have purchased that Liability Coverage unless that state or province has a financial responsibility or similar law that requires **us** to do so; or
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses an **auto** in that state or province, this Policy will provide the greater of:
   a. The minimum limits and types of coverage; or
   b. The applicable limits of liability provided for that **insured** under this Policy.

FINANCIAL RESPONSIBILITY REQUIRED

When this Policy is certified as proof of financial responsibility, this Policy will comply with the law of the state in which the Policy is written to the extent required. If **we** make a payment for an **accident** which is not covered under the terms of this Policy but which **we** paid solely to comply with the terms of a financial responsibility certification, **you** must reimburse **us** to the extent of such payment.

OTHER INSURANCE

A. If there is other applicable liability insurance, self-insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits with the same priority. **Our** Policy is primary for any **loss** involving a **loaner vehicle**. However, any insurance **we** provide for an **auto you** do not **own**, other than a **loaner vehicle,** shall be excess over any other collectible insurance, self-insurance or bond.

B. If the other insurer refuses to defend, **we**:

1. Will continue to defend where required by law;
2. Shall be subrogated to the **insured's** rights against the other insurer;
3. Reserve **our** rights against such insurer; and
4. Do not waive any of **our** rights against the other insurer by continuing to defend.

PART B > FIRST PARTY BENEFITS COVERAGE

ADDITIONAL DEFINITIONS USED IN THIS PART

A. **"Accidental death"** means the death of **you** or any **family member** from **bodily injury** caused by **accident**, if the death occurs within 24 months from the date of the **accident**.

B. **"Funeral expense"** means reasonable and necessary expenses incurred for, and directly related to, the funeral, burial, cremation or other form of disposition of the remains of the deceased **insured**. The expenses must be incurred as a result of the death of the **insured** and within 24 months from the date of the **accident**.

C. **"Income loss"** means eighty (80%) percent of gross income actually lost by an **insured**.

Income loss also means reasonable expenses actually incurred for hiring:

1. a substitute to perform the work a self-employed **insured** would have performed except for **bodily injury**, or
2. special help, thereby enabling a person to work, thereby reducing **loss** of gross income.

Income loss does not include:

1. loss of expected income for any period following the death of an **insured**; or
2. expenses incurred for services performed following the death of an **insured**; or
3. any loss of income during the first five (5) working days the **insured** did not work after the **accident** because of the **bodily injury**.

D. **"Insured"** means:

1. **you** or any **family member**;
2. any other person:
   a. while **occupying your covered auto**; or
   b. while a pedestrian if injured as a result of an **accident** in Pennsylvania involving **your covered auto**.

   If **your covered auto** or a **loaner vehicle** is parked and unoccupied it is not a **motor vehicle** involved in an **accident** unless it was parked in a manner as to create an unreasonable risk of injury.

E. **"Medical expenses"** means reasonable and necessary charges incurred for:

1. medical treatment, including but not limited to:
   a. medical, hospital, surgical, nursing and dental services;
   b. medications, medical supplies and prosthetic devices; and
   c. ambulance;
2. medical and rehabilitative services, including but not limited to:
   a. medical care;
   b. licensed physical therapy, vocational rehabilitation and occupational therapy;
   c. osteopathic, chiropractic, psychiatric and psychological services; and
   d. optometric services, speech pathology and audiology;
3. non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

All medical treatment and medical and rehabilitative services must be provided by or prescribed by a person or facility approved by the Department of Health, the equivalent governmental agency responsible for health programs or the accrediting designee of a department or agency of the state in which those services are provided.

Medical expenses will be paid if incurred within 18 months from the date of the **accident** causing **bodily injury** and if such expenses have not been found to be unnecessary by a state approved Peer Review Organization. However, if within 18 months from the date of the **accident**, it can be determined with reasonable medical probability that additional expenses may be incurred after this period, the 18 month time limit will not apply to the payment of the additional **medical expenses**. The amount **we** will pay is subject to the limitations of Title 75 of the Pennsylvania Consolidated Statutes.

F. **"Motor vehicle"** means a self-propelled vehicle, operated or designed for use upon public roads. However, **motor vehicle** does not include a vehicle operated:

1. By muscular power; or
2. On rails or tracks.

G. **"Your covered auto"** means a motor vehicle:

1. to which liability coverage under this policy applies and for which a specific premium is charged; and
2. for which **you** maintain First Party Benefits Coverage as required under **the Act**.

INSURING AGREEMENT

A. **Basic First Party Benefits Option**

We will pay Basic First Party Benefits consisting of **Medical Expenses** to or for an **insured** who sustains **bodily injury** caused by an **accident** arising out of the maintenance or use of a **motor vehicle**. **Our** Limit of Liability for **Medical Expenses** is $5,000.00.

B. **Added First Party Benefits Option**

If the Declarations indicates Added First Party Benefits Coverage applies, **we** will pay Added First Party Benefits instead of the Basic First Party Benefit, to or for an **insured** who sustains **bodily injury** caused by an **accident** arising out of the maintenance or use of a **motor vehicle**.

Added First Party Benefits consists of the following:

1. **Medical Expenses** if it appears in the Declarations. The Limit of Liability for the **Medical Expenses** is increased to the amount shown in the Declarations.
2. **Income Loss** if it appears in the Declarations. The maximum Limit of Liability for **income loss** is the amount shown in the Declarations.

The Limit of Liability for any one month is the "Monthly Amount" shown for that option in the following schedule.

Income Loss Schedule

Maximum Amount	Monthly Amount
$5,000	$1,000
$15,000	$1,000
$25,000	$1,500
$50,000	$2,500

3. **Funeral Expense** if it appears in the Declarations. The Limit of Liability for **funeral expense** is the amount shown in the Declarations.
4. **Accidental Death** benefit if it appears in the Declarations. The Limit of Liability for **accidental death** benefit is the amount shown in the Declarations.

   We will pay **accidental death** benefit to the executor or administrator of the deceased **insured's** estate. If there is no executor or administrator, the benefit shall be paid to:
   a. The deceased **insured's** surviving spouse; or
   b. If there is no surviving spouse, the deceased **insured's** surviving children; or
   c. If there is no surviving spouse or children, to the deceased **insured's** estate.

C. **Combination First Party Benefits Option**

This option applies if Combination First Party Benefits appears in the Declarations. The Limit of Liability for **Medical Expenses**, **Income Loss**, **Funeral Expense** and **Accidental Death** combined is the amount shown in the Declarations. The "total limit" is the most **we** will pay as the result of **bodily injury** to any one **insured** as the result of any one **accident**. However, the most **we** will pay for:

1. **Funeral Expense** is $2,500.
2. **Accidental Death** is $25,000.

We will only pay for expense or **loss** incurred within three years from the date of the **accident**.

EXCLUSIONS

We do not provide benefits for **bodily injury**:

1. Sustained by any person while intentionally causing or attempting to cause **bodily injury** to:
   a. himself;
   b. herself; or
   c. any other person.
2. Sustained by any person while committing a **crime**.
3. Sustained by any person while maintaining or using a **motor vehicle** knowingly converted by that person. However, this exclusion does not apply to:
   a. **You**; or
   b. any **family member**
4. Sustained by any person who, at the time of the **accident**:
   a. is the **owner** of one or more registered **motor vehicles** and none of those **motor vehicles** have in effect the financial responsibility required by **the Act**, or
   b. is **occupying** a **motor vehicle** owned by that person for which the financial responsibility required by **the Act** is not in effect.
5. Sustained by any person maintaining or using a **motor vehicle** while located for use as a residence or premises.
6. Sustained by any person injured as a result of conduct within the **motor vehicle business**. This exclusion (7.) does not apply if the conduct is off the **business** premises.
7. Sustained by a pedestrian if the **accident** occurs outside of Pennsylvania. This exclusion (8.) does not apply to:
   a. **You**; or
   b. any **family member**.
8. Sustained while **occupying**:
   a. a motorcycle or any motorized vehicle having fewer than four wheels or more than six wheels; or
   b. an all-terrain vehicle regardless of the number of wheels it has; or
   c. any self-propelled vehicle not licensed for use on public roads; or
   d. any vehicle weighing in excess of 9,000 pounds other than a **covered auto**.
9. Caused by or as a consequence of:
   a. discharge of a nuclear weapon (even if accidental);
   b. war (declared or undeclared);
   c. civil war;
   d. insurrection; or
   e. rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
    a. nuclear reaction;
    b. radiation; or
    c. radioactive contamination.
11. Resulting from ownership, maintenance, or use of an **auto** while **racing**.
12. Arising out of the ownership or operation of an **auto** while it is being used to carry persons or property for compensation or a fee. This exclusion does not apply to a share-the-expense car pool.
13. Sustained by any person injured by a **covered auto** while it is unoccupied and parked so as to not cause unreasonable risk of injury.
14. Arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration, release, existence, or presence of or actual, alleged, or threatened exposure to mold, mildew, fungus or other microbes, including any type or form of: (i) decomposing or disintegrating organic material or microorganism; (ii) organic surface growth on moist, damp, or decaying matter; (iii) yeast or spore-bearing plant-like organism; or (iv) spores, scents, toxins, mycotoxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.
15. Arising out of the ownership or use of any vehicle while it is used by a **transportation network company** driver who is logged onto a **transportation network company's digital network** but is not engaged in a **transportation network company prearranged trip** or while the driver provides a **transportation network company prearranged trip**.
16. Sustained by any person while intentionally causing or attempting to cause **bodily injury** to:
    a. himself or herself; or
    b. any other person.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is the maximum limit of liability **we** will pay to or for each **insured** as a result of any one **accident** regardless of the number of:

1. **Insurers** providing First Party Benefits;
2. Claims made;
3. **Autos** or premiums shown in the Declarations;
4. Vehicles involved in the **accident**;
5. Premiums paid; or
6. Lawsuits brought.

B. If Combination First Party Benefits are afforded, **we** will make available at least the minimum limit required by **the Act** for Basic First Party Benefits. This provision will not change **our** maximum limit of liability.

C. Any amount payable under this coverage shall be excess over any amounts paid, payable or required to be provided to an **insured** under any workers' compensation law or similar law.

OTHER INSURANCE

A. **We** will pay all First Party Benefits in accordance with the order of priorities set forth by **the Act**. **We** will not pay if there is another insurer at a higher level of priority. The First category listed below is the highest level of priority and the Fourth category listed below is the lowest level of priority. The priority order is:

First: The insurer providing benefits to the **insured** as a **named insured**.

Second: The insurer providing benefits to the **insured** as a **family member** who is not a **named insured** under another policy providing coverage under **the Act**.

Third: The insurer of the **motor vehicle** which the **insured** is **occupying** at the time of the **accident**.

Fourth: The insurer providing benefits on any **motor vehicle** involved in the **accident** if the **insured** is:

1. not **occupying** an auto; and
2. not provided First Party Benefits under any other automobile policy.

In this priority, an unoccupied parked **motor vehicle** is not a **motor vehicle** involved in an **accident** unless it was parked in a manner as to create an unreasonable risk of injury.

B. If two or more policies have equal priority within the highest applicable priority level:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible. The insurer is then entitled to recover contribution pro rata from any other insurer for the benefits paid and the costs of processing the claim. If such contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved **motor vehicles**.
2. If **we** are the insurer against whom the claim is first made, **our** payment to or for an **insured** will not exceed the applicable limit of liability for First Party Benefits Coverage shown in the Declarations.
3. The maximum recovery under all policies will not exceed the amount payable under the policy with the highest limit of liability.

CONDITIONS

A. **Medical Reports; Proof of Claim**. As soon as practicable, the **insured** or someone on his or her behalf shall give **us** proof of claim, under oath if required, fully describing the nature and extent of **bodily injury**, treatment and rehabilitation received and contemplated and other information to assist **us** in determining the amount due and payable.

Proof of claim shall be made upon forms furnished by **us** unless **we** fail to supply such forms within 15 days after receiving notice of claim.

The **insured** shall submit to mental and physical examinations by physicians or psychologists as required by court order pursuant to 75 Pa.C.S. § 1796. **We** will pay the costs of such examinations.

The **insured** (or, in the event of such person's incapacity or death, his or her legal representative) shall, if **we** request, sign papers to enable **us** to obtain medical reports and copies of records. A copy of such medical report will be forwarded to such **insured** upon his or her written request.

If **income loss** benefits are claimed, the **insured** presenting such claim shall authorize **us** to obtain details of all earnings paid to him or her by an employer or earned by him or her since the time of the injury or during the year immediately preceding the date of the **accident**.

B. **Customary Charges for Treatment**. The amount **we** will pay to a person or institution providing treatment, accommodation, products or services to an **insured** for an injury covered by benefits for **medical expenses** shall not exceed the amount the person or institution customarily charges for like treatment, accommodations, products and services in cases involving no insurance.

CONSTITUTIONALITY CLAUSE

The premium for, and the coverages of this policy were established based on the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law.

If a court of competent jurisdiction declares any provision of this endorsement invalid **we** have the right to amend that provision and to recompute the premium for this coverage subject to the approval of the Insurance Commissioner.

NON-DUPLICATION OF BENEFITS

No one will be entitled to recover duplicate payments for the same elements of **loss** under this or any other similar automobile insurance including self-insurance.

Any amount payable under this PART B shall be excess over any amounts paid, payable or required to be paid under any worker's compensation law or similar law.

PART C > UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

Uninsured Motorist Coverage

Stacked Uninsured Motorist (Bodily Injury)

Non-Stacked Uninsured Motorist (Bodily Injury)
Underinsured Motorist Coverage

Stacked Underinsured Motorist (Bodily Injury)

Non-Stacked Underinsured Motorist (Bodily Injury)

INSURING AGREEMENT

If **you** pay a premium for Uninsured Motorist Coverage or Underinsured Motorist Coverage, and such coverage is indicated in the Declarations, **we** will pay damages, except punitive and exemplary damages, which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle**, as applicable, because of **bodily injury**:

1. Sustained by an **insured**; and
2. Caused by an **auto accident**.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.

We will pay under this PART C only after the limits of liability under any applicable **bodily injury** liability bonds or policies have been exhausted by payment of judgments or settlements.

Any judgment against the uninsured/underinsured owner or driver will be binding on **us** only if **we** consent to be bound in writing.

DEFINITIONS

A. **"Insured"** as used in this PART means:

1. **You** or any **family member**.
2. Any other person **occupying your covered auto** within the scope of your express permission.
3. Any personal representative for damages that person is legally entitled to recover because of **bodily injury** to which this coverage applies sustained by a person listed in 1. or 2. above.

B. **"Uninsured motor vehicle"** means a land motor vehicle or **trailer**:

1. Not insured by a **bodily injury** liability bond or policy at the time of the **accident**.
2. Which is a hit-and-run vehicle whose owner or operator is unknown and which hits or causes **bodily injury** without hitting:
   a. **you** or any **family member**;
   b. any **auto** which **you** or any **family member** are **occupying**; or
   c. a **covered auto**;

provided that the **insured** or someone on his or her behalf reports the **accident** to a police officer or Commissioner of Motor Vehicles and the **insured** notifies **us** within thirty (30) days of the **accident**, or as soon as practicable thereafter.

3. For which a **bodily injury** liability bond or policy applies at the time of the **accident** but the bonding or insuring company:
   a. denies coverage; or
   b. is or becomes insolvent.

However, an **"uninsured motor vehicle"** does not include any vehicle or equipment that is:

1. An underinsured motor vehicle.
2. **Owned** or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.

C. **"Underinsured motor vehicle"** means a land motor vehicle or **trailer** to which a **bodily injury** liability policy or bond applies at the time of the **accident**, but the sum of all applicable limits of liability for **bodily injury** is insufficient to pay the amount the **insured** is legally entitled to recover as damages. **Underinsured motor vehicle** does not include an **uninsured motor vehicle**.

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

1. Operated on rails or crawler treads.
2. Which is designed mainly for use off public roads while not on public roads.
3. While in use as a residence or premises or located for such use.
4. **Owned** by or furnished or available for the regular use of **you** or any **family member**.
5. Which is insured for coverage under PART A of this policy.

EXCLUSIONS

A. **We** do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for **bodily injury** sustained by any **insured**:

1. If that person or the legal representative settles the **bodily injury** claim without **our** written consent with any person or organization who may be liable and the failure to obtain **our** consent results in a prejudice to **us**.
2. While **occupying** a **covered auto** while it is used to carry persons or property for a fee or while it is available for public hire. This exclusion does not apply to a share-the-expense car pool.
3. Using or **occupying** an **auto** beyond the scope of the owner's express permission.
4. For **noneconomic loss** caused by an **accident** involving an **uninsured motor vehicle** or **underinsured motor vehicle** unless the injured person has a legal right to recover for **noneconomic loss** under **the Act**. The injured person's legal right to recover damages for **noneconomic loss** under **the Act** will be determined by the liability tort limitation, if any, applicable to that person.
5. Arising out of the ownership, maintenance or use of an **auto** while it is being operated in or while **racing**.
6. When caused by the use of firearms or any other weaponry.
7. While **occupying** or when struck by any **auto owned** by or available for the regular use of **you** or any **family member** or any person who has **resided** in **your** household for six months prior to the **accident** which is not insured for this coverage under this policy. This exclusion applies to any **trailer** of any type used with such vehicle.
8. While **occupying** any **auto** while the **insured** is committing a **crime** and such **insured** is a willing participant in such activity.
9. While operating, **occupying,** or when struck by, any motor vehicle **owned** by, furnished to, or available for the regular use of that **insured** which is not insured for this coverage provided under this policy. This includes a **trailer** of any type used with that motor vehicle.
10. While **occupying** any vehicle while it is used by a **transportation network company driver** who is logged onto a **transportation network company's digital network** but is not engaged in a **transportation network company prearranged trip** or while the driver provides a **transportation network company prearranged trip**, while it is being used during a **TNC prearranged trip**.

B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any disability benefits law or similar law, excluding any workers' compensation law.

LIMIT OF LIABILITY

A. For **you** or **a family member**, the uninsured or underinsured coverage shown in the Declarations for:

1. "each person" is the maximum that **we** will pay for damages arising out of **bodily injury** to one person in any one motor vehicle **accident**, including derivative claims of anyone else as a result of that **bodily injury** except where the Declarations provide that stacking applies, in which event **our** maximum limit of liability for damages to **you** or any **family member** in any one **accident**, including **derivative claims** of anyone else as a result of that **bodily injury**, is the sum of the "each person" limits for each covered **auto** shown on the Declarations.
2. "each **accident**" is the maximum that **we** will pay for damages arising out of **bodily injury** to two or more persons in any one motor vehicle **accident,** including **derivative claims** of anyone else as a result of that **bodily injury**, except where the Declarations provide that stacking applies in which event, **our** maximum limit of liability for damages to **you** or any **family member** in any one **accident**, including **derivative claims** of anyone else as a result of that **bodily injury**, is the sum of the "each **accident**" limits for each covered **auto** shown on the Declarations.
3. For any person other than **you** or a **family member**, **our** maximum limit of liability is the **bodily injury** limit shown on the Declarations applicable to the vehicle the insured person was **occupying** at the time of the motor vehicle **accident**.

B. Any amount otherwise payable for **bodily injury** under this coverage shall be reduced by all sums:

1. Paid or payable from or on behalf of persons or organizations who may be legally responsible. This includes all sums paid or payable under PART A; and
2. Paid or payable under any disability benefits law or similar law excluding any workers' compensation law.

C. Any payment made under this Uninsured and Underinsured Motorist Coverage shall reduce the amount that person is entitled to receive for the same element of **loss** under Liability Coverage and First Party Benefits Coverage of this policy.

D. In no event shall an **insured** be entitled to receive duplicate payment for the same element of **loss**.

E. If an **uninsured motor vehicle** and an **underinsured motor vehicle** are jointly liable for damages, no person shall be entitled to recover damages under both Uninsured and Underinsured portions of the policy.

OTHER INSURANCE

If there is other applicable similar insurance available under more than one policy or provision of coverage:

1. The following priorities of recovery apply for Uninsured and Underinsured Motorist Coverage:

   First: The Uninsured or Underinsured Motorist Coverage applicable to the vehicle the **insured** was **occupying** at the time of the **accident**.

   Second: A policy affording Uninsured or Underinsured Motorist Coverage to the **insured** as a **named insured** or **family member.**

   2. **We** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all limits applicable on the same level of priority.

   3. If two or more policies have equal priority within the highest applicable level, the insurer against which the claim is first made shall process and pay the claim, up to its limit of liability, as if wholly responsible subject to subsequent contribution pro-rata from any other insurer for the damages paid and the costs of processing the claim.

   4. For Non-stacked Uninsured and Non-stacked Underinsured Motorist Coverage the following provisions also apply:

      a. When there is applicable insurance available under the First priority the limit of liability applicable to the vehicle the **insured** was **occupying** under the policy in the First priority, shall first be exhausted.

      b. The maximum recovery under all policies in the Second priority may equal but not exceed the highest applicable limit of liability for Uninsured Motorists or Underinsured Motorists Coverage for any one vehicle under any one policy providing coverage to **you** or any **family member**.

      c. When there is no applicable insurance available under the First priority, the maximum recovery under all policies in the Second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.

ADDITIONAL DUTIES FOR UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

A. A person seeking Uninsured or Underinsured Motorists Coverage must also in addition to the duties stated above:

   1. Notify the police as soon as possible of any accident.

   2. Notify the police as soon as practicable of an **accident** if a hit-and-run or unknown driver is involved.

   3. Serve a copy of any legal action and all pleadings on **us** as required by law.

   4. Allow **us** to inspect the **auto** occupied by the **insured** at the time of the **accident**.

B. A person seeking Underinsured Motorists Coverage must also promptly:

   1. Send **us** copies of the legal papers if a suit is brought; and

   2. Notify **us** in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow **us** 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner, or operator of such **underinsured motor vehicle**.

PART D > COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT – COLLISION COVERAGE

If **you** pay **us** the premium for Collision Coverage and it is shown on the **Declarations Page**, **we** will pay for **loss** to:

1. A **covered auto** and its equipment;
2. Any **non-owned auto**; or
3. A **loaner vehicle**;

caused by a **collision**. **Our** payment will be reduced by the applicable deductible shown on the **Declarations Page**.

INSURING AGREEMENT – COMPREHENSIVE COVERAGE

If **you** pay us the premium for Comprehensive Coverage and it is shown on the **Declarations Page**, **we** will pay for **loss** to:

1. A **covered auto** and its equipment;
2. Any **non-owned auto**; or
3. A **loaner vehicle**;

caused by **other** than **collision**. **Our** payment will be reduced by the applicable deductible shown on the **Declarations Page**.

We will pay for direct and accidental loss caused by **collision** or **other than collision** to any **loaner vehicle**, including their equipment when such **loaner vehicle** is in **your** possession and the **covered auto** it is temporarily replacing has Collision Coverage listed on the **Declarations Page** if the **loss** is a **collision loss** or has Other Than Collision Coverage listed on the **Declarations Page** if the **loss** is an **other than collision loss**.

CHILD RESTRAINTS

In the event of a **loss** to which Collision Coverage or Comprehensive Coverage applies and **we** determine that the integrity of a child safety seat or restraint system is compromised, **we** will pay up to $250 to replace it with a child safety seat or restraint system of like kind and quality. The child safety seat or restraint system must have been in the **covered auto**, **non-owned auto** or **loaner vehicle** at the time of the covered **loss**. If a covered **loss** occurs when the child safety seat or restraint system is in a **non-owned auto** or **loaner vehicle**, **we** will provide the broadest coverage applicable to any **covered auto** shown on the **Declarations Page**. No deductible applies to this child safety seat or restraint system.

TOWING AND LABOR COVERAGE

A. Subject to the each occurrence and each term limit shown on the **Declarations Page**, if **you** pay **us** the premium for Towing and Labor Coverage, **we** will pay the reasonable cost, as determined by **us**, that **you** incur for a **covered auto**, any **non-owned auto** or a **loaner vehicle** for:

   1. Mechanical labor up to one hour at the place where the **covered auto**, **non-owned auto** or **loaner vehicle** broke down;
   2. Towing to the nearest place where the necessary repairs can be made during regular business hours if the **covered auto**, **non-owned auto** or **loaner vehicle** will not run;
   3. Towing the **covered auto**, **non-owned auto** or **loaner vehicle** out if it is stuck on or immediately next to a public roadway; and
   4. Delivery of gas, oil, battery or change of tire.

B. Towing and Labor Coverage will apply only to the **covered auto,** or **loaner vehicle** that replaces a **covered auto,** for which this coverage and specific premium are shown on the **Declarations Page**. Towing and Labor Coverage applies to a **non-owned auto** only if this coverage has been purchased for an **auto** shown on the **Declarations Page**.

C. **We** will not pay for the cost of the necessary repairs or the cost of the gas, oil, battery or tire.

D. The each occurrence and each term limit shown on the **Declarations Page** for this coverage is the most **we** will pay for any one **loss**. This coverage is limited to no more than six (6) occurrences per policy period.

E. **You** will not be entitled to receive duplicate payment under this coverage for reasonable costs **you** incur and which are covered elsewhere under this Policy.

F. **We** will only provide Towing and Labor Coverage within the policy territory as defined in the GENERAL PROVISIONS of this Policy.

TRANSPORTATION EXPENSES COVERAGE

A. **We** will pay up to $20 per day subject to a maximum limit of $600 for:

   1. Transportation expenses incurred by **you** from a commercially licensed rental agency in the event of a total theft of a **covered auto** or a **loaner vehicle**. This applies only if Comprehensive Coverage has been purchased for the **covered auto**; or
   2. Loss of use expenses for which **you** become legally responsible in the event of a total theft of a **non-owned auto**. This applies only if the **Declarations Page** indicates that Comprehensive Coverage applies to any **covered auto**.

      A deductible will not apply to this coverage.

B. **We** will pay only transportation expenses or loss of use expenses, whichever is applicable, incurred during the period:

   1. Beginning forty-eight (48) hours after **you** notify the police and **us** of the theft of a **covered auto**, **loaner vehicle**, or a**non-owned auto**; and
   2. Ending the earlier of:
      a. When a **covered auto, loaner vehicle** or a **non-owned auto** has been recovered and returned to **you** or its **owner**;
      b. When a **covered auto, loaner vehicle** or a **non-owned auto** has been recovered and repaired;
      c. When a **covered auto, loaner vehicle** or a **non-owned auto** has been replaced;
      d. Seventy-two (72) hours after **we** make an offer to pay for the **loss** if the **covered auto, loaner vehicle,** or a **non-owned auto** is deemed by **us** to be a total **loss** or unrecoverable; or
      e. When **you** have incurred the maximum $600 expense limit.

C. **We** will not pay for transportation expenses if there is a theft only of **your trailer**.

D. **You** must give **us** written verifiable proof of **your** transportation and/or loss of use expenses.

E. At **your** request, **we** will guarantee payment of transportation expenses to the provider of such transportation up to $20 per day, to a maximum limit of $600, and shall pay such provider directly.

F. There shall be no duplicate recovery for the same elements of **loss** or expense under this coverage and any other coverage provided by this Policy. However, if **you** purchase Rental Reimbursement Coverage with the same or higher limits of coverage than this section provides, then the provisions and limits of the Rental Reimbursement Coverage shall apply to the total theft of a **covered auto, loaner vehicle** and **non-owned auto**. Transportation Expenses Coverage cannot be combined or stacked with the Rental Reimbursement Coverage provided under PART D.

RENTAL REIMBURSEMENT COVERAGE

A. Subject to the each day and each **accident** limit shown on the **Declarations Page**, if **you** pay **us** the premium for Rental Reimbursement Coverage, **we** will reimburse **you** or, at **our** option, pay directly on **your** behalf the daily rental expenses incurred by **you** when **you** rent an **auto** from a commercially licensed rental agency approved by **us**. No deductible will apply to this coverage. Rental Reimbursement Coverage will apply only to the **covered auto** for which this coverage and a specific premium are shown on the **Declarations Page**.

B. The length of time for which this coverage will apply will be limited to the lesser of:

1. The period of time reasonably required, as determined by **us**, to repair a **covered auto**; or
2. Seventy-two (72) hours after **we** make an offer to pay the **actual cash value** of the **covered auto** in the event of a total **loss**.

C. Daily rental expenses shall not include the cost of:

1. Insurance related to the rental of the **auto**;
2. Refueling the rental **auto**;
3. Mileage fees;
4. Navigation devices;
5. **Collision** damage waiver; or
6. Tolls.

D. Rental Reimbursement Coverage applies only if the **covered auto** is withdrawn from use for more than twenty-four (24) hours and:

1. **You** have purchased Collision Coverage for that **covered auto** and the **loss** falls under that coverage; or
2. **You** have purchased Comprehensive Coverage for that **covered auto** and the **loss** falls under that coverage.

E. If **you** purchase Rental Reimbursement Coverage with a limit lower than that provided for in the Transportation Expenses Coverage provision in PART D and the **loss** involves the total theft of a **covered auto**, then the limits and provisions applicable to transportation expenses under Transportation Expenses Coverage will apply.

F. Rental Reimbursement Coverage cannot be combined or stacked with the Transportation Expenses Coverage provided under PART D.

CUSTOMIZED EQUIPMENT AND PARTS COVERAGE

A. Unless **you** pay **us** the premium for Additional Customized Equipment and Parts Coverage and it is shown on the **Declarations Page** or on the applicable schedule, the limit of liability for **loss** to **customized equipment and parts** is the lowest of:

1. The **actual cash value** of such **customized equipment and parts**, reduced by the applicable deductible and by its salvage value if **you** or the **owner** retain the salvage;
2. The amount necessary to repair the **customized equipment and parts**, reduced by the applicable deductible;
3. The amount necessary to replace the **customized equipment and parts**, reduced by the applicable deductible and reduced by its salvage value if **you** or the **owner** retain the salvage; or
4. $1000.

B. If the **actual cash value** of the **covered auto** without the **customized equipment and parts** is less than $1000, the most **we** will pay is the **actual cash value** of the **covered auto** unless Additional Customized Equipment and Parts Coverage has been purchased.

C. Customized Equipment And Parts Coverage applies only if:

1. **You** have purchased Collision Coverage for the **covered auto** containing the **customized equipment and parts** and the **loss** falls under that coverage; or
2. **You** have purchased Comprehensive Coverage for the **covered auto** containing the **customized equipment and parts** and the **loss** falls under that coverage.

ADDITIONAL CUSTOMIZED EQUIPMENT AND PARTS COVERAGE

A. Subject to the limits shown on the **Declarations Page**, if **you** pay **us** the premium for Additional Customized Equipment and Parts Coverage for a **covered auto**, **we** will pay for **loss** to the **customized equipment and parts** in or on that **covered auto** that results from a **loss**. All payments for **loss** to such **customized equipment and parts** shall be reduced by the applicable deductible, but only one deductible shall be applied to any one **loss** under this PART D > COVERAGE FOR DAMAGE TO YOUR AUTO.

B. Additional Customized Equipment and Parts Coverage applies only if:

1. **You** have purchased Collision Coverage for the **covered auto** containing the **customized equipment and parts** and the **loss** falls under that coverage; or
2. **You** have purchased Comprehensive Coverage for the **covered auto** containing the **customized equipment and parts** and the **loss** falls under that coverage.

C. The limit of liability for **loss** to **customized equipment and parts** under this coverage is the lowest of:

1. The **actual cash value** of such **customized equipment and parts**, reduced by the applicable deductible and by its salvage value if **you** or the **owner** retain the salvage;
2. The amount necessary to repair the **customized equipment and parts**, reduced by the applicable deductible;

3. The amount necessary to replace the **customized equipment and parts**, reduced by the applicable deductible and reduced by its salvage value if **you** or the **owner** retain the salvage; or
4. The limit of liability for Additional Customized Equipment and Parts Coverage shown on the **Declarations Page**.

D. Coverage for **customized equipment and parts** shall not cause **our** limit of liability for **loss** to an **auto** under this PART D > COVERAGE FOR DAMAGE TO YOUR AUTO to be increased to an amount in excess of:
1. The **actual cash value** of the **auto**, including its **customized equipment and parts** covered under this coverage; or
2. Any applicable limits or stated amount elected by **you** shown on the **Declarations Page** for this coverage.

E. Any amount payable under this coverage shall be reduced to the extent any expense is payable under any other coverage under this Policy.

F. There shall be no duplicate recovery for the same elements of **loss** or expense under this coverage and any other coverage provided by this Policy.

ADDITIONAL DEFINITIONS - PART D > COVERAGE FOR DAMAGE TO YOUR AUTO

As used in this PART D:

A. **"Collision"** means the upset of a **covered auto, loaner vehicle,** or a **non-owned auto** or its impact with another vehicle or object.

B. **"Comprehensive"** and **"other than collision"** mean a **loss** caused by:
1. Missiles or falling objects;
2. Fire or lightning;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Impact with a bird or animal; or
10. Breakage of glass, except breakage of glass caused by a **collision**.

C. **"Customized equipment and parts"** means equipment, devices, accessories, changes and enhancements, other than those installed by the original manufacturer, which alter the appearance or performance of an **auto**. This includes, but is not limited to, such items as: body or suspension alterations; custom or special wheels or tires; side exhausts; roll bars; light bars; spoilers; ground effects; bedliners; side exhausts; utility boxes; custom windows; custom painting; murals; or decals or graphics. **Customized equipment and parts** also includes, but is not limited to, such items as any electronic equipment; antennas; and other devices used exclusively to send or receive audio, visual or data signals, or play back recorded media. The **customized equipment and parts** must be permanently installed in a **covered auto** using bolts, brackets or slide-out brackets. **Customized equipment and parts** does not include snow plows or snow removal equipment.

D. **"Original equipment manufacturer"** and **"OEM"** mean parts or items:
1. Produced and/or installed by the manufacturer of the **auto**; or
2. Produced by a vendor of the manufacturer of the **auto** that the manufacturer intends as a part of the **auto** or manufacturer's option when new.

E. **"Your trailer**", as used in PART D only, means a non-motorized vehicle, including a farm wagon or farm implement, designed to be pulled on public roads by an **auto** if the **trailer** is:
1. **Owned** by **you**; and
2. Shown on the **Declarations Page**; and

is not being used:
1. As a primary residence, office, store, **business** or for display purposes;
2. For commercial purposes; or
3. To transport passengers.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

A. **We** will not pay for:
1. **Loss**:
   a. Caused intentionally by, or at the direction of, **you** or any **family member**; or
   b. That is, or should be, reasonably expected to result from an intentional act of **you** or any **family member**;

   even if the actual **loss** or damage is different than that which was intended. This includes willful acts that are the result of an **insured's** improper conduct.

This exclusion does not apply to damage a **covered auto**, a **loaner vehicle, non-owned auto** and **customized equipment** to the extent of the legal interest of **you**, any insured person, a **family member**, or any person listed as a driver on the **Declarations Page** who:

a. Sustains the damage to a **covered auto**, a **loaner vehicle**, **non-owned auto** and **customized equipment** as the result of family violence by;

   i. **You**;

   ii. A **family member**;

   iii. A former spouse; or

   iv. Any person who resides or has resided in **your** household.

b. Did not direct, participate in, or consent to the intentional act causing the damage to a **covered auto**, a **loaner vehicle**, **non-owned auto** and **customized equipment**; and

c. Filed a family violence complaint against the person who caused the violence resulting in the damage to a **covered auto**, a **loaner vehicle**, **non-owned auto** and **customized equipment**.

2. **Loss** to a **covered auto** or any **non-owned auto** that occurs while it is being used to **carry persons or property for compensation or a fee** or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.

3. **Loss** to a **covered auto**, **loaner vehicle**, or any **non-owned auto** arising out of the ownership or use of an **auto** while it is used by a **transportation network company** driver who is logged onto a **transportation network company's digital network** but is not engaged in a **transportation network company prearranged trip** or while the driver provides a **transportation network company prearranged trip**.

4. **Loss** to a **covered auto, loaner vehicle,** or any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in any **motor vehicle business**.

5. **Loss** to a **covered auto** or **loaner vehicle** while maintained or used by any person employed or otherwise engaged in any **business** (other than farming or ranching). If a **business** or artisan use is noted on the **Declarations Page** for an **auto** shown on the **Declarations Page**, this exclusion does not apply to the **ownership**, maintenance, or use of that **auto** by:

   a. **You**; or

   b. Any **family member**.

6. **Loss** to any vehicle for which insurance:

   a. Is afforded under a nuclear energy liability policy; or

   b. Would be afforded under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

   For purposes of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

   a. Nuclear Energy Liability Insurance Association;

   b. Mutual Atomic Energy Liability Underwriters;

   c. Nuclear Insurance Association of Canada.

7. **Loss** to a **covered auto**, **loaner vehicle** or any **non-owned auto** while such **auto** is engaged in **racing**.

8. **Loss** that occurs while a **covered auto loaner vehicle** or a **non-owned auto** is being used in the course of committing a **crime**. This does not apply to **loss** that occurs when the **covered auto, loaner vehicle** or **non-owned auto** has been stolen.

9. **Loss** caused by or as any consequence of:

   a. War, whether declared or undeclared;

   b. Civil war;

   c. Insurrection;

   d. Rebellion or revolution;

   e. Radioactive contamination; or

   f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.

10. **Loss** arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration; release; existence; or presence of, or actual, alleged, or threatened exposure to, any mold, mildew, fungus or other microbes. This includes any type or form of: (i) decomposing or disintegrating organic material or microorganism; (ii) organic surface growth on moist, damp, or decaying matter; (iii) yeast or spore-bearing plant-like organism; or (iv) spores; scents; toxins; mycotoxins; bacteria; viruses; or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

11. Damage due and confined to:

    a. Wear and tear;

    b. Freezing;

    c. Mechanical, electronic or electrical breakdown or failure;

d. Deterioration, rust or corrosion; or

e. Road damage to tires.

This exclusion does not apply if the damage results from the total theft of a **covered auto, loaner vehicle** or any **non-owned auto** to which Comprehensive Coverage under this Policy applies.

12. **Loss** to a **trailer you own** that is not shown on the **Declarations Page**. This exclusion does not apply to a **trailer you**:

    a. Acquire during the policy period; and

    b. Ask **us** to insure within thirty (30) days after **you** become the **owner**.

13. **Loss** to a **covered auto, loaner vehicle** or any **non-owned auto** due to or as a consequence of:

    a. Destruction, seizure or confiscation by government or civil authorities including, but not limited to, destruction, seizure, or confiscation by any federal or state law enforcement officer in connection with any violation of any controlled substances law for which **you** are convicted; or

    b. Repossession by any entity acting on behalf of the **owner** of the **covered auto, loaner vehicle** or **non-owned auto**.

    This exclusion does not apply to the interests of Loss Payees in a **covered auto**.

14. **Loss** to equipment designed or used for the detection or location of radar, laser or other speed measuring equipment or its transmission.

15. **Loss** to wearing apparel or tools.

16. **Loss** to portable equipment, devices, accessories and any other personal effects that are not permanently installed. This includes, but is not limited to:

    a. Tapes, records, compact discs, DVDs or other recording or recorded media;

    b. Any containers designed to carry or store tapes, records, compact discs, DVDs or other recording or recorded media;

    c. Personal computers, telephones, DVD players, two-way mobile radios or televisions; or

    d. Any other accessories used with electronic equipment designed to receive or transmit audio, visual or data signals.

17. Damage due and confined to:

    a. Prior **loss** or damage;

    b. Manufacturer's defects or faulty materials; and

    c. **Your** lack of routine and/or proper maintenance as prescribed by the manufacturer.

18. **Loss** due to theft, larceny or conversion of a **covered auto, loaner vehicle** or its equipment:

    a. By **you**, a **family member** or any other persons listed as a driver on the **Declarations Page**; or

    b. Where there is no visible sign of forced entry into the **covered auto** or **loaner vehicle**.

19. **Loss** to a **covered auto** or **loaner vehicle**:

    a. Prior to its delivery to **you**; or

    b. Due to theft prior to its delivery to **you**.

20. **Loss** resulting from the purchase of a **covered auto** from any person or organization other than the **auto's** rightful **owner**.

21. **Loss** to a snow plow or any snow removal equipment.

22. **Loss** to a recreational vehicle, motor home or travel trailer.

23. Amounts incurred for:

    a. Mileage;

    b. Fuel;

    c. **Collision** damage waiver;

    d. Navigation devices;

    e. Insurance; or

    f. Tolls.

24. **Loss** arising out of any liability assumed by **you** or a **family member** under any contract or agreement.

25. **Loss** to a **covered auto, loaner vehicle** or **non-owned auto** while being driven without the owner's express permission.

B. **We** do not provide coverage for **loss** arising out of the **ownership**, maintenance or use of:

1. Any vehicle that has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer**.

2. A **covered auto** or **loaner vehicle** that:

    a. Has been rented, leased, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;

    b. Has been given in exchange for compensation;

    c. Is under a conditional sales agreement by **you** to another; or

    d. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling and is no longer in **your** possession.

LIMIT OF LIABILITY

A. **Our** limit of liability for **loss** shall not exceed the lowest of the:

1. **Actual cash value** of the damaged property at the time of the **accident** or **loss** reduced by:

   a. The applicable deductible shown on the **Declarations Page**; and

   b. Its salvage value if **you** or the **owner** retain the salvage;

2. Amount necessary to repair the physical damage to the **auto**, or its parts if the **loss** is limited to parts, to return it to its pre-**loss** physical condition, reduced by the applicable deductible shown on the **Declarations Page**;

3. Amount necessary to replace the stolen or damaged property, or its parts if the **loss** is limited to parts, reduced by:

   a. The applicable deductible shown on the **Declarations Page**; and

   b. Its salvage value if **you** or the **owner** retain the salvage; or

4. Stated amount shown on the **Declarations Page**, if any.

However, **our** limit of liability under this PART D > COVERAGE FOR DAMAGE TO YOUR AUTO may never exceed $1000 for **customized equipment and parts** unless **you** purchase Additional Customized Equipment and Parts Coverage, but if the **actual cash value** of a **covered auto** without the **customized equipment and parts** is less than $1000, the most **we** will pay is the **actual cash value** of a **covered auto** unless Additional Customized Equipment and Parts Coverage has been purchased.

In addition, the most **we** will pay for **loss** to any **non- owned auto** which is a **trailer** is $500.

B. A deduction for **depreciation** and betterment will be made from the amount **we** will pay for repair or replacement of the damaged or stolen property, or any part thereof, if the repair or replacement results in better property or in a better part with regard to:

1. Its market value;

2. The useful life of the part; or

3. The improvement of the condition of the **auto** considering wear and tear and damage that existed prior to the **loss**.

Our adjustment to the amount payable by **us** due to betterment or **depreciation** on parts replaced includes, but is not limited to:

1. Batteries;

2. Tires;

3. Engines;

4. Transmissions; and

5. Any other parts that wear out over time or have a finite useful life or duration typically shorter than the life of the **auto** as a whole. This does not include external crash parts, wheels, windshields or other glass.

C. If **you** have declared a stated amount for a specific **auto** shown on the **Declarations Page**, that stated amount is the most **we** will pay for **loss** to that **auto**, including its **customized equipment and parts**.

D. In repairing damaged property, **we** may specify the use of mechanical, non-safety related automobile parts not made by the original manufacturer. These parts will be at least equal in terms of fit, quality, performance and warranty to the original manufacturer parts they replace. Warranties applicable to non-**OEM** parts may be provided by the manufacturer or distributor of these parts rather than the manufacturer of the **covered auto**. If **we** specify the use of non-**OEM** parts, **we** will identify each such part on **your** repair estimate.

E. In determining the amount necessary to repair the damaged parts, **we** will not pay more than the prevailing competitive labor rates charged in the area in which the property is to be repaired. **We** will also not pay more than the cost of repair or replacement parts as reasonably determined by **us**. **Our** liability for the cost of repairing damaged property is limited to the amount needed to perform physical repairs to the stolen or damaged property. PART D > COVERAGE FOR DAMAGE TO YOUR AUTO does not cover, and **we** will not pay for, **diminution in value**.

F. In the event of a total **loss** to an **auto** listed on the **Declarations Page**, **you**, or someone on **your** behalf, must provide **us** the key to such **auto** at **our** request. If **we** are not provided the key to such **auto**, **we** will reduce any amount payable to **you** by $250 because of:

1. The cost in duplicating the key; or

2. The loss in salvage value.

This provision will not apply if **you** retain the salvage.

G. Payments for **loss** covered under this PART D are subject to the terms set forth here:

1. No more than one deductible shall be applied to any one covered **loss**.

2. If coverage applies to a **non-owned auto**, **we** will provide the broadest coverage applicable to any **covered auto** shown on **your Declarations Page**. However, the highest deductible on any **covered auto** shall apply.

3. In determining the amount necessary to repair damaged property to its pre-**loss** condition, the amount to be paid by **us** will be based on the cost of repair or on the cost of replacement parts and equipment which may be new, reconditioned, remanufactured or used including, but not limited to:

   a. Original manufacturer parts or equipment; and

   b. Non-**OEM** parts or equipment.

4. The **actual cash value** is determined by the market value, age and condition of the vehicle at the time the **loss** occurs.

5. Duplicate recovery for the same elements of **loss** is not permitted. No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage and:

   a. Any other coverage provided by this Policy; or

   b. Under any other insurance or source of recovery.

H. **We** have no duty to pay the **actual cash value** of window glass or to replace window glass after a **loss** if **you** agree to have the window glass repaired at **our** expense.

I. After an **accident** to which PART D applies, **we** will pay reasonable charges, as determined by **us**, for transporting and storing a **covered auto, loaner vehicle** or any **non-owned auto** to a repair facility near the location of **loss**. **We** will only pay up to three (3) days of reasonable storage charges incurred arising out of the **loss** and incurred before the claim is reported to **us**. However, in the event of a total **loss** to an **auto** listed on the **Declarations Page**, the **actual cash value** of the **covered auto** will be reduced **by** storage charges owed.

PAYMENT OF LOSS

A. At **our** option, **we** may pay for the **loss** in money or repair or replace the damaged or stolen property.

B. **We** may, at **our** expense, return any stolen property to **you** or to the address last known by **us**. If **we** return stolen property, **we** will pay for any direct physical damage to a **covered auto** or any **non-owned auto**, or its equipment, resulting from the theft, subject to the provisions of the **LIMIT OF LIABILITY** section. **We** may keep all or part of the property at an agreed or appraised value, but there shall be no abandonment to **us**.

C. **We** may make payment for a **loss** to **you**, the **owner** of the property or the lienholder.

D. If **we** make a payment for theft or total **loss** of an **auto**, **you** or the **owner** must transfer the title of that **auto** to **us** at or before the time of payment, unless **you** or the **owner** keep the salvage of a totaled **auto**.

E. A party with an additional interest in a **covered auto** shall have no greater rights than **your** rights to recover for a **loss**.

PERMISSION TO RELEASE VEHICLE

This Policy allows **us** to act as an agent on **your** behalf in the event a **covered auto** is non-drivable and incurring storage and/or any additional **accident** related expenses thus conferring authority for **us** to move the **covered auto** to a secure, storage free inspection facility.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other insurance also covers the **loss**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. Any applicable deductible of this Policy will be taken in a proportionate share based on the applicable deductibles of each policy. However, this Policy provides primary coverage for a **loaner vehicle** under this PART D. Any insurance **we** provide with respect to a **non-owned auto**, other than a **loaner vehicle**, shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the **owner** of the **non-owned auto**;

2. Any other applicable physical damage insurance; or

3. Any other source of recovery applicable to the **loss**.

APPRAISAL

A. If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent, licensed and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the **actual cash value** and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A 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.

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

C. Appraisers have authority only to decide the amount of the **loss**. The appraisers have no authority to:

   1. Make any coverage decisions under the Policy; or

   2. Award any fees, interest or costs.

LOSS PAYABLE CLAUSE

A. Subject to all the terms of this Policy, **loss** or damage shall be paid, as interest may appear, to the **named insured** and/or the loss payee shown on the **Declarations Page** of this Policy, both jointly or separately, at **our** discretion.

B. The loss payee's interest will not be protected if the **loss** results from **your** fraudulent acts or omissions, conversion, secretion or embezzlement of a **covered auto** or **non-owned auto** or if the **loss** is not payable to **you** under the terms of this Policy.

C. **We** reserve the right to cancel or nonrenew this Policy as permitted by policy terms and state law. The cancellation or nonrenewal shall terminate this agreement as to the loss payee's interest. If **we** are required by law or regulation to give the loss payee notice of cancellation, **we** will give such notice in accordance to such law or regulation. In addition, any continuance of coverage protecting the loss payee's interest shall terminate on the effective date of a policy contract or insurance binder for similar coverage issued by another insurance carrier.

D. In the event the loss payee makes a claim under this Policy, the loss payee shall be required to abide by all terms and conditions of this Policy applicable to **you** and shall have no greater rights than **you** to receive payment.

E. When **we** pay the loss payee, **we** shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

F. This clause has no effect if the name of the loss payee is not shown on the **Declarations Page**.

GENERAL PROVISIONS

ADDITIONAL DEFINITIONS USED IN THIS SECTION

A. **"Mail**", "mailing" or **"mailed"** means:

1. Delivery by **us** to any of the following:
   a. United States Postal Service; or
   b. Public or private mail carrier;
2. Sent by **us** through electronic transmission, if not prohibited by state law; or
3. Any other methods allowed by law.

B. **"Proof of mailing"** means sufficient evidence that a correspondence or notice has been presented to the United States Postal Service for mailing. **Proof of mailing** includes, but is not limited to, any form of certificate of mailing or certificate of bulk mailing issued by the United States Postal Service, including a Certificate of Bulk Mail or any other form allowed by state law.

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this Policy.

CONTINUING DUTY TO REPORT CHANGES

A. This Policy, along with the **Declarations Page** and Application, which are incorporated into and made part of this Policy, and any endorsements issued by **us**, contain all the agreements between **you** and **us**. Its terms may not be changed or waived except in writing by **us**.

B. The premium for each **covered auto** is based on information **we** have received from **you** or other sources. **You** agree:

1. That if any of this information material to the development of the Policy premium is incorrect, incomplete or changed, **we** may adjust the premium accordingly during the policy period.
2. To cooperate with **us** in determining if this information is correct and complete.
3. That **you** have a continuing duty to advise **us** of any changes such as the following which **we** consider material to the development of the Policy premium:
   a. The number or types of **covered autos**;
   b. The operators using the **autos** insured under **your** Policy (either additions or deletions);
   c. People **residing** in **your** household;
   d. **Your** address and/or the principal place where **you** garage any of the **autos** insured under this Policy;
   e. The use of **autos** insured under **your** Policy;
   f. **You** or a **family member** obtain a driver's license or operator's permit or have a driver's license revoked, suspended or reinstated; or
   g. The marital status of **you**, a **family member** or any **regular operator**.

C. Any adjustment of **your** premium will be made using **our** rules in effect at the time of the change. Premium adjustments may include, but are not limited to, changes in:

1. **Autos** insured under the Policy;
2. Use of the **autos** insured under the Policy;
3. Drivers;
4. Coverages or coverage limits;
5. Principal place where **you** garage any of the **autos** insured under this Policy;
6. Eligibility for discounts or surcharges or other premium credits or debits;
7. Marital status; or
8. Other factors permitted by law.

D. **We** may revise **your** Policy coverages to provide more protection without additional premium charge. If **we** do this and **you** have the coverage which is changed, **your** Policy will automatically provide the additional coverage as of the date the revision is effective in **your** state. This does not apply to changes made with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is made through introduction of a subsequent edition of **your** Policy or an amendatory endorsement.

E. If **you** ask **us** to delete an **auto**, no coverage will apply as of the date and time **you** ask **us** to delete such **auto**.

F. If **we** make a change to this Policy during the policy period that broadens any coverage without an additional premium charge, **you** will have the broadened coverage if that coverage is in effect on the date of change. The effective date of a change will be the date **we** implement that change in the state in which the Policy is written.

SETTLEMENT OF CLAIMS

We may use estimating, appraisal, or injury evaluation systems or tools to determine any amounts to be paid under this Policy. These systems or tools may be developed by **us** or by third parties and may include computer software, databases and special technology.

LEGAL ACTION AGAINST US

A. No legal action may be brought against **us** until there has been full compliance with all the terms of this Policy. In addition, under PART A > LIABILITY COVERAGE, no legal action may be brought against **us** unless:

   1. **We** agree in writing that the **insured** has an obligation to pay for damages due to a covered **accident**; or

   2. The amount of that obligation has been finally determined by judgment after trial.

B. No person or organization has any right under this Policy to bring legal action against **us** or to make **us** a party to any legal proceeding to determine the liability of the **insured**.

C. If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for a legal proceeding absent any specific and formal written request to do so.

D. Any lawsuit against **us** for benefits under any part of this Policy, or any lawsuit filed against **us** by an **insured** following an **accident**, must be commenced within the time period set forth in the bodily injury statute of limitations in the law of the state where the **accident** occurred.

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:

   1. Do whatever is necessary to enable **us** to exercise **our** rights;

   2. Do nothing after an **accident** or **loss** to prejudice **our** rights;

   3. Deliver to **us** any legal papers relating to that recovery;

   4. Take the necessary or appropriate action, through a representative designated by **us,** to recover payment as damages from the responsible person or organization. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs and attorney fees incurred in connection with this recovery; and

   5. Execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of the **insured** and **us** as established here.

   However, **our** rights under this paragraph A. do not apply under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO against any person using a **covered auto** with the **owner's** express or implied permission.

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** pursue recovery from a liable party:

   1. **You** permit **us** to seek recovery of any deductible that may apply, but **we** have no duty to do so. **We** will notify **you** if **we** do not intend to collect the deductible.

   2. **We** reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. For those sums, **you** agree to be bound by:

      a. A settlement agreement entered into by **us** and the liable party; or

      b. The outcome of appraisal or arbitration.

   3. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible.

   4. Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses and attorney fees incurred due to the recovery.

D. If **we** make a payment to, or on behalf of, anyone insured under this Policy which is not covered by this Policy but is compelled by law then, to the extent allowed by law, **you** must reimburse **us** to the full extent of all **loss** or damages paid by **us** and **our** claims adjustment expenses.

POLICY PERIOD AND TERRITORY

A. This Policy applies only to **accidents** or **losses** which occur:

1. During the policy period as shown on the **Declarations Page**; and
2. Within the policy territory.

B. The policy territory is:

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

This Policy also applies to covered **accidents** or covered **losses** while the **auto** insured under this Policy is being transported between their ports.

PREMIUM DUE ON POLICIES

An affiliate or business partner of **ours** may provide **you** with special offers that may be applied toward the premium to purchase a policy issued by **us**. **We** may provide **you** with special offers that may be applied toward the purchase of products offered by an affiliate or business partner of **ours**.

In addition, **our** affiliate or business partner may:

1. Provide **you** with special offers toward the purchase of a product or service provided through or by **our** affiliate or business partner;
2. Make a contribution on **your** behalf to an educational or charitable fund under a program sponsored through or by **our** affiliate or business partner; or
3. Make a contribution toward any educational or charitable fund of **your** choice.

POLICY TERMINATION

A. Cancellation. This policy may be cancelled during the policy period as follows:

1. The **named insured** shown on the **Declarations Page** may cancel by:
   a. returning this policy to **us**; or
   b. giving **us** advance written notice of the date cancellation is to take effect.
2. **We** may cancel this policy for any reason within the first 59 days of the original policy period on the **Declarations Page**. After this policy has been in effect for 60 days or more, or if this is a renewal or continuation policy, **we** may cancel only for one of the following reasons:
   a. **you** do not pay the required premium for this policy when due. The date of cancellation will be at least 15 days after the date of mailing of the cancellation notice;
   b. **you** concealed a material factor, made a material allegation contrary to fact, or made a misrepresentation of a material fact which, if known to **us**, would have caused **us** not to issue this policy. The date of cancellation will be at least 60 days after the date of mailing a notice of cancellation;
   c. loss of driving privileges through suspension or revocation of the driver's license or motor vehicle registration of the insured name on the **Declaration Page**. The date of cancellation will be at least 15 days after the mailing of the notice of cancellation.

B. Nonrenewal. If **we** decide not to renew or continue this policy, **we** will mail notice to the **named insured** shown on the **Declarations Page** at the address shown in this policy. If non-renewal is due to non-payment of premium or loss of driving privileges through suspension or revocation of the driver's license or motor vehicle registration issued to the **named insured**, notice will be mailed at least 15 days before the end of the policy period. If non-renewal is due to any other reason, notice will be mailed at least 60 days before the end of the policy period.

C. Automatic Termination. If **we** offer to renew or continue **your** policy and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted our offer.

D. Dishonored / Insufficient Checks, Credit Cards, Draft or other Remittance. If **you** pay **your** initial premium for any new policy or any subsequent renewal by check, credit card, draft, or any remittance other than cash, the coverage offered by this Policy is conditioned on the remittance being honored upon presentment for payment. If the check, credit card, draft or other remittance is not honored, then **we** shall be deemed not to have accepted the payment and this policy, if allowed by law, shall be void from inception for a new policy and shall terminate on the renewal date if it is a renewal policy.

E. Other Termination Provisions.

1. If the law in effect at the time this policy is issued, renewed or continued:

   a. Requires a longer notice period;

   b. Requires a special form of or procedure for giving notice; or

   c. Modifies any of the stated termination reasons;

   we will comply with those requirements.

2. If not prohibited by state law, **we** may deliver any notice instead of mailing it.

3. Proof of mailing of any notice shall be sufficient proof of notice.

4. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. However, **we** may retain a cancellation fee if this policy is cancelled at **your** request or if cancellation is for nonpayment of premium. The premium refund, if any, will be computed according to **our** manuals. Making or offering to make the refund is not a condition of cancellation.

5. The effective date of cancellation stated in the notice shall terminate all coverages under this policy.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this Policy may not be assigned without **our** written consent. However, upon the death of the **named insured**, coverage will be provided until the end of the policy period or cancellation date, whichever is earlier, for:

1. The **named insured's** surviving spouse or domestic partner, if such person **resides** in the **named insured's** household at the time of the **named insured's** death. Coverage applies to the spouse as if a named insured shown on the **Declarations Page**.

2. The legal representative of the deceased person while acting within the scope of the duties of a legal representative. This applies only with respect to the representative's legal responsibility to maintain or use a **covered auto**.

MISREPRESENTATION AND FRAUD

A. This Policy was issued in reliance on the information provided on **your** written or verbal insurance Application and was renewed based on the information **you** have provided. **We** reserve the right, at **our** sole discretion, to void or rescind this Policy from inception or to the most recent renewal term if:

   During the first sixty days of coverage under this policy **you** or a **family member**:

   1. Made any false statements or representations to **us** with respect to any material fact or circumstance; or

   2. Concealed, omitted or misrepresented any material fact or circumstance or engaged in any fraudulent conduct;

   in the Application for this insurance which if had been disclosed would have resulted in **our** refusal to issue this Policy; or

   At anytime after the first sixty days of coverage under this Policy **we** discover that **you** or a **family member**:

   1. Made any false statements or representations to **us** with respect to any material fact or circumstance; or

   2. Concealed, omitted or misrepresented any material fact or circumstance or engaged in any fraudulent conduct;

   which could not have been reasonably discovered within the first sixty days of coverage under this Policy and which if had been disclosed would have resulted in **our** refusal to issue this Policy. Any such rescission of this Policy shall only apply as to the **insured** responsible for the misrepresentation and shall not affect any innocent third party injured as a result of a motor vehicle accident while this Policy is in effect.

   A fact or circumstance will be deemed material if **we** would not have:

   1. Written this Policy;

   2. Agreed to insure the risk assumed; or

   3. Assumed the risk at the premium charged.

   This includes, but is not limited to, failing to disclose in the verbal or written Application all persons **residing** in **your** household or **regular operators** of a **covered auto**.

B. If **we** void this Policy, the Policy will be void from its inception, and **we** will not be liable for any claims or damages that would otherwise be covered. If **we** void this Policy back to the most recent renewal term, the Policy will be void from the date of the most recent renewal, and **we** will not be liable for any claims or damages that would otherwise be covered after the date of the most recent renewal term.

C. **We** may cancel this Policy and/or may not provide coverage under this Policy if **you**, a **family member** or anyone else seeking coverage under this Policy concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct in connection with the presentation or settlement of a claim. This includes, but is not limited to, misrepresentation concerning a **covered auto** or **your** interest in a **covered auto**.

D. **We** may, at **our** sole discretion, void or rescind this Policy for fraud or misrepresentation even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages which would otherwise be covered.

E. If **we** make a payment under this Policy for a **loss** or **accident** to **you** or to a person seeking coverage under this Policy which **we** later discover was obtained through fraud, concealment or misrepresentation by **you** or the person seeking coverage under this Policy, **we** reserve the right, at **our** sole discretion, to recover such payment made or incurred.

UNPAID PREMIUM AND FEES

When **we** make payment to **you** or the loss payee, as interests may appear, or to anyone on **your** behalf for any first party claim made by **you** under this Policy, **we** may deduct from the payment any premium or fees that are due and unpaid under the Policy.

TWO OR MORE AUTO POLICIES

If this Policy and any other **auto** policy issued to **you** by **us** apply to the same **accident** or **loss**, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

TERMS OF POLICY CONFORM TO STATUTE

The coverages provided in this policy pertaining to Liability, First Party Benefits and Uninsured and Underinsured Motorists coverages are intended to be in full conformity with the Pennsylvania law applying to such coverages. If any provision of such coverages conflicts with such law, such provision is changed to comply with such law.

JOINT AND INDIVIDUAL INTERESTS

You may change or cancel this Policy; however, **your** action(s) shall be binding on all persons provided coverage under this Policy.

ELECTRONIC SIGNATURE

A. **You** and **we** agree that electronic signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires:

   1. A signature on any form or document; or
   2. A letter or document to be notarized, verified, acknowledged or made under oath;

   the electronic signatures will satisfy this requirement if the signature of the person authorized to perform the service of notarizing, verification, or acknowledgment is attached or logically associated with the signature or electronic signatures of record.

B. **You** and **we** agree that electronic signatures shall include, but are not limited to, any assent; acceptance; agreement; election; selection; and rejection sent via e-mail; internet; text message; or fax; or done as a recorded telephonic signature or assent, when done with the intent of the person to be bound, as if signed in writing.

CHOICE OF LAW

By accepting this policy **you** agree that any dispute shall be governed by the laws of the State in which **your** policy was issued without regard to conflict of law provisions.

MEXICO - COVERAGE EXCLUSION WARNING

A. **Accidents** in Mexico are subject to the laws of Mexico, not the laws of the United States. Under Mexican law, **accidents** are considered a criminal offense as well as a civil matter.

B. This policy does NOT provide coverage for any claim arising from an **accident** or **loss** involving a **covered auto** or an **auto you** do not **own** while in Mexico. To avoid complications, **you** should purchase insurance from an insurance company licensed to provide automobile insurance in Mexico.

In witness whereof, **we**, as officers of the Company, have caused this Personal Automobile Policy to be executed and attested. If required by state law, this Policy shall not be valid unless countersigned by **our** authorized representative.



Peter Rendall
President



Julie Cho
Secretary