



Umialik Insurance Company
725 E. Fireweed Lane, Suite 500, Anchorage, AK 99503
www.umialik.com

02/05/2024

Dear Paula Ouer,

On behalf of everyone here at Umialik Insurance Company - the local choice for insurance provided for Alaskans, by Alaskans - it's my pleasure to say, "Welcome!"

Over the course of the 40+ years Umialik has provided insurance solutions to Alaskan customers, we've learned that success comes from building strong, lasting relationships with our customers, employees, and agency partners. Our belief in relationships is part of the reason why we offer our products exclusively through the Independent Agency System - professionals who are focused on *your* insurance needs. We believe that by working together with you and your agent, we produce a better result for you.

As a member of the Western National Insurance Group, we're proud to back our insurance products with outstanding financial stability. We're honored to have been named to the Ward's Top 50 Benchmark Group of property-and-casualty insurance companies in the U.S. (out of nearly 3,000) every year for more than a decade. Additionally, we have earned an "A+" (Superior) financial rating from A.M. Best, the insurance industry's premier rating organization. As for the most important part of our insurance product - the promise to pay valid claims - we set the standard for claim service quality. In fact, customer surveys show that 98% of policyholders whose claims our group has handled say they would recommend us to others.

We have a variety of other unique benefits, including online bill payment and policy viewing - available at www.umialik.com. Together with the quality service you receive from your professional Independent Insurance Agent, Umialik Insurance Company provides the right combination of coverage, price, and service to give you industry-best policyholder protection.

Thank you for the opportunity to serve your unique personal insurance needs.

Sincerely,

Stacey Matteson, CPCU
Vice President and General Manager



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www.umialik.com

Select Auto DECLARATIONS

NAMED INSURED

Paula Ouer
1037 W 26th Ave
Anchorage, AK 99503-2415

ACCOUNT NUMBER

A106171304

POLICY NUMBER

Select Auto 1061122741

AGENCY

Western National Test
Producer
123

EFFECTIVE DATE 01/05/2024

POLICY PERIOD 01/05/2024 - 07/05/2024 | 12:01 a.m. Standard Time

PREMIUM SUMMARY

The total premium shown does not include any applicable billing fees.

VEHICLES

YEAR	MAKE	MODEL	VIN	PREMIUM
2015	AUDI	A3 2.0T TDI PREMIUM	WAUAJGFF0F1067803	\$ 1,156.00
2012	NISSAN	Xterra	JT5FG02TXV0046418	\$ 34.00

POLICY COVERAGES

COVERAGES	LIMIT	DEDUCTIBLE	PREMIUM
Pet Injury	\$ 500		Incl

Total Premium \$ 1,190.00

DRIVERS AND HOUSEHOLD MEMBERS

NAME	STATUS	REASON IF UNRATED
Paula Ouer	Rated Driver	
Firstname1 Lastname1	Unrated Household Member	Insured Elsewhere

2015 AUDI A3 2.0T TDI PREMIUM #7803

Unit Type Private Passenger Auto

Rated Driver Paula Ouer

Stated Amount \$888.00



PP CW 0012 04 21

PROCESSED DATE 02/05/2024

Vehicle Features

Anti-Lock Brakes - Standard, Anti-Theft - Passive Disabling

COVERAGE	LIMIT	DEDUCTIBLE	PREMIUM
LIABILITY			
Bodily Injury	\$ 50,000 Each Person \$ 100,000 Each Accident		\$ 224.00
Property Damage	\$ 25,000 Each Accident		\$ 188.00
MEDICAL PAYMENTS			
Medical Payments	\$ 1,000 Each Person		\$ 11.00
UNINSURED/UNDERINSURED MOTORISTS			
Bodily Injury	\$ 50,000 Each Person \$ 100,000 Each Accident		\$ 41.00
Property Damage	\$ 25,000 Each Accident	\$ 250	\$ 22.00
DAMAGE TO YOUR AUTO			
Other Than Collision		\$ 250	\$ 131.00
Collision		\$ 250	\$ 539.00

Vehicle Total \$ 1,156.00

2012 NISSAN Xterra #6418

Unit Type Recreational Trailer

Stated Amount \$888.00

COVERAGE	LIMIT	DEDUCTIBLE	PREMIUM
DAMAGE TO YOUR AUTO			
Other Than Collision	\$ 888.00	\$ 250	\$ 34.00

Vehicle Total \$ 34.00

POLICY DISCOUNTS

Insurance Score

Pay In Full



PP CW 0012 04 21

PROCESSED DATE 02/05/2024

PERSONAL AUTO FORMS SUMMARY

Personal Auto Coverage is subject to the Policy Forms and Endorsements listed below, which are made a part of this Policy.

FORM NUMBER	EDITION DATE	DESCRIPTION
PP 00 01	09 18	Personal Auto Policy
PP 02 97	09 18	Termination Provisions - Alaska
PP 03 71	09 18	Limited Attorney Fee Coverage - Alaska
PP 04 93	01 19	Uninsured/Underinsured Motorists Coverage - Alaska
PP 13 01	09 18	Coverage For Damage To Your Auto Exclusion Endorsement
PP 33 31	09 18	Pet Injury Coverage
PP 33 68	09 18	Trailer/Camper Body Coverage (Maximum Limit Of Liability) - Alaska
IL CW 0001	04 21	Joint And Individual Interests
UI IL 01	04 21	Umialik Insurance Company - Company Signatures
UI IL 03	07 18	Common Loss Deductible
UI PP 03	04 21	Amendment Of Policy Provisions - Alaska
UI PP 05	07 11	Punitive Damages Exclusion



YOUR PERSONAL AUTO POLICY

QUICK REFERENCE FOR FORM PP 00 01

The following Table of Contents shows how the Policy form PP 00 01 is organized. It will help "you" locate sections of the Policy.

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		Transfer Of Your Interest In This Policy	
		Two Or More Auto Policies	

In addition to PERSONAL AUTO POLICY form PP 00 01, "your" Policy may include endorsements and schedules. They are identified in the Declarations.

This Policy is a legal contract between "you" and "us".

READ YOUR POLICY CAREFULLY.

PERSONAL AUTO POLICY

AGREEMENT

In return for payment of the premium and subject to all the terms of this Policy, we agree with you as follows:

DEFINITIONS

A. Throughout this Policy, "you" and "your" refer to:

1. The named insured shown in the Declarations; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this Policy, the spouse will be considered "you" and "your" under this Policy but only until the earlier of:

- a. The end of 90 days following the spouse's change of residency;
- b. The effective date of another policy listing the spouse as a named insured; or
- c. The end of the policy period.

B. "We", "us" and "our" refer to the company providing this insurance.

C. For purposes of this Policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least six months.

Other words and phrases are defined. They are in quotation marks when used.

D. "Bodily injury" means bodily harm, sickness or disease, including death that results.

E. "Business" includes trade, profession or occupation.

F. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

G. "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

H. "Property damage" means physical injury to, destruction of or loss of use of tangible property.

I. "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations;
2. A "newly acquired auto";
3. Any "trailer" you own; or
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This provision (**J.4.**) does not apply to Coverage For Damage To Your Auto.

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as follows:

- a. For any coverage provided in this Policy other than Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. However, for this coverage to apply, you must ask us to insure it within 14 days after you become the owner.
- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner, if the Declarations indicates that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner, if the Declarations does not indicate that Collision Coverage applies to at least one auto. If you comply with the four-day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner, if the Declarations indicates that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner, if the Declarations does not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the four-day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
- d. For all coverages addressed in Paragraphs K.2.a., b. and c., if you first ask us to insure the "newly acquired auto" after the applicable time period has elapsed, coverage will begin on the day you first ask us to insure the "newly acquired auto".

- L. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

PART A - LIABILITY COVERAGE INSURING AGREEMENT

- A.** We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. 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 settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this Policy.
- B.** "Insured" as used in this Part means:
1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
 2. Any person using "your covered auto".
 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision **(B.4.)** applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

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

These payments will not reduce the limit of liability.

EXCLUSIONS

- A.** We do not provide Liability Coverage for any "insured":
1. Who intentionally causes "bodily injury" or "property damage".
 2. For "property damage" to property owned or being transported by that "insured".
 3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;that "insured".
- This exclusion **(A.3.)** does not apply to "property damage" to a residence or private garage.
4. For "bodily injury" to an employee of that "insured" during the course of employment. This exclusion **(A.4.)** does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.
- This exclusion **(A.5.)** does not apply to:
- a. A share-the-expense car pool; or
 - b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes.

6. While employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- (1) You;
- (2) Any "family member"; or
- (3) Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "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.

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

- (1) Nuclear Energy Liability Insurance Association;
- (2) Mutual Atomic Energy Liability Underwriters; or
- (3) Nuclear Insurance Association of Canada.

10. For the ownership, maintenance or use of "your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This exclusion (B.1.) does not apply:

- (1) While such vehicle is being used by an "insured" in a medical emergency;
- (2) To any "trailer"; or
- (3) To any non-owned golf cart.

2. Any vehicle, other than "your covered auto", which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

3. Any vehicle, other than "your covered auto", which 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 while you are maintaining or "occupying" any vehicle which is:

- (1) Owned by a "family member"; or
- (2) Furnished or available for the regular use of a "family member".

4. Any vehicle, located inside a facility designed for racing, for the purpose of:

- a. Participating or competing in; or
- b. Practicing or preparing for;

any prearranged or organized:

- (1) Racing or speed contest; or
- (2) Driver skill training or driver skill event.

5. Any vehicle which is designed or can be used for flight.

LIMIT OF LIABILITY

- A. The Limit Of Liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the Limit Of Liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The Limit Of Liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

- 1. Part B or Part C of this Policy; or
- 2. Any Underinsured Motorists Coverage provided by this Policy.

OUT OF STATE COVERAGE

If an auto accident to which this Policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:

- 1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
- 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this Policy is certified as future proof of financial responsibility, this Policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
1. Caused by an accident; and
 2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within three years from the date of the accident.

- B.** "Insured" as used in this Part means:

1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by;
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

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

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (2.) does not apply:

- a. To a share-the-expense car pool; or
 - b. While "your covered auto" is being used for volunteer or charitable purposes.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
 4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
 5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

However, this exclusion (6.) does not apply to you.

7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. "Trailer" used with a vehicle described in a. or b. above.

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. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Participating or competing in; or
 - b. Practicing or preparing for;any prearranged or organized:
 - (1) Racing or speed contest; or
 - (2) Driver skill training or driver skill event.
12. Sustained while "occupying", or when struck by, "your covered auto" while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".
13. Sustained while "occupying", or when struck by, any vehicle which is designed or can be used for flight.

LIMIT OF LIABILITY

- A. The Limit Of Liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part A or Part C of this Policy; or
 2. Any Underinsured Motorists Coverage provided by this Policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

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

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

B. "Insured" as used in this Part means:

1. You or any "family member";
2. Any other person "occupying" "your covered auto"; or
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To 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, "uninsured motor vehicle" does not include any vehicle or equipment:

- (1) Owned by or furnished or available for the regular use of you or any "family member".
- (2) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- (3) Owned by any governmental unit or agency.
- (4) Operated on rails or crawler treads.
- (5) Designed mainly for use off public roads while not on public roads.
- (6) While located for use as a residence or premises.

EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this Policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.
This exclusion **(B.2.)** does not apply:
 - a. To a share-the-expense car pool; or
 - b. While "your covered auto" is being used for volunteer or charitable purposes.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion **(B.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.
 4. While "occupying", or when struck by, "your covered auto" while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".
 5. While "occupying", or when struck by, any vehicle which is designed or can be used for flight.
- C.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A.** The Limit Of Liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the Limit Of Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.
This is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part A or Part B of this Policy; or
 2. Any Underinsured Motorists Coverage provided by this Policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the Policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this Policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including its equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicates that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicates that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or its impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

D. "Custom equipment" means equipment, furnishings and parts in or upon any auto, other than:

1. Original manufacturer equipment, furnishings or parts; or
2. Any replacement of original manufacturer equipment, furnishings or parts with other equipment, furnishings or parts of like kind and quality.

"Custom equipment" includes but is not limited to:

- a. Special carpeting or insulation;
- b. Furniture or bars;
- c. Height-extending roofs;
- d. Body, engine, exhaust or suspension enhancers;

- e. Winches, or anti-roll or anti-sway bars;
- f. Custom grilles, louvers, side pipes, hood scoops or spoilers;
- g. Custom wheels, tires or spinners;
- h. Custom chrome, murals, paintwork, decals or other graphics; or
- i. Caps, covers or bedliners.

"Custom equipment" does not include electronic equipment that reproduces, receives or transmits audio, visual or data signals.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$900 for:

1. Temporary transportation expenses not exceeding \$30 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicates that Other Than Collision Coverage is provided for that auto.
 - b. "Collision" only if the Declarations indicates that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicates that Other Than Collision Coverage is provided for any "your covered auto".
 - b. "Collision" only if the Declarations indicates that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$30 per day.

B. Subject to the provisions of Paragraph A., if the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" or any "non-owned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool; or
- b. While "your covered auto" or any "non-owned auto" is being used for volunteer or charitable purposes.

2. Damage due and confined to:

- a. Wear and tear;
- b. Freezing;
- c. Mechanical or electrical breakdown or failure; or
- d. Road damage to tires.

This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disc systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

This exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

5. Loss to tapes, records, discs or other media used with equipment described in Exclusion 4.
6. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This exclusion (6.) does not apply to the interests of Loss Payees in "your covered auto".

7. Loss to:
 - a. A "trailer", camper body or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body or motor home.

This exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
 - b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 14 days after you become the owner.
8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
 9. Loss to equipment designed or used for the detection or location of radar or laser.

10. Loss to any "custom equipment" in or upon "your covered auto" or any "non-owned auto".

This exclusion (10.) does not apply to the first \$1,500 of "custom equipment" in or upon "your covered auto" or any "non-owned auto".

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

12. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:

- a. Participating or competing in; or
 - b. Practicing or preparing for;
- any prearranged or organized:

- (1) Racing or speed contest; or
- (2) Driver skill training or driver skill event.

13. Loss to, or loss of use of, a "non-owned auto" rented by:

- a. You; or
- b. Any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

14. Loss to "your covered auto" which occurs while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

15. Loss to, or loss of use of, a "non-owned auto" used by:

- a. You; or
- b. Any "family member";

in connection with a personal vehicle sharing program if the provisions of such a personal vehicle sharing program preclude the recovery of such loss or loss of use, from you or that "family member", or if otherwise precluded by any state law.

16. Loss to any vehicle which is designed or can be used for flight.

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

- 1. Actual cash value of the stolen or damaged property; or
- 2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

- a. Any "non-owned auto" which is a trailer is \$1,500.
- b. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- c. "Custom equipment" in or upon "your covered auto" or any "non-owned auto" is \$1,500.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this Policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

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 sources of recovery also cover 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. However, any insurance we provide with respect to a "non-owned auto" 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.
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 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.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us:

A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 - c. To recorded statements.
4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
5. Submit a proof of loss when required by us.

- C. A person seeking Uninsured Motorists Coverage must also:
 - 1. Promptly notify the police if a hit-and-run driver is involved.
 - 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage For Damage To Your Auto must also:
 - 1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
 - 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
 - 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

- A. This Policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - 1. The number, type or use classification of insured vehicles;
 - 2. Operators using insured vehicles;
 - 3. The place of principal garaging of insured vehicles; or
 - 4. Coverage, deductible or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 - 1. A subsequent edition of your policy; or
 - 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this Policy.

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, no legal action may be brought against us until:
 - 1. We agree in writing that the "insured" has an obligation to pay; 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 us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

- A.** If we make a payment under this Policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.
- However, our rights in this paragraph (A.) do not apply under Part D, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.
- B.** If we make a payment under this Policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- A.** This Policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
 2. Within the policy territory.
- B.** The policy territory is:
1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada.

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

TERMINATION

A. Cancellation

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

1. The named insured shown in the Declarations 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 by mailing to the named insured shown in the Declarations at the address shown in this Policy:
 - a. At least 10 days' notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this Policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 20 days' notice in all other cases.
3. After this Policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (a) During the policy period; or
 - (b) Since the last anniversary of the original effective date if the policy period is other than one year; or
 - c. If the Policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this Policy, we will mail notice to the named insured shown in the Declarations at the address shown in this Policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than six months, we will have the right not to renew or continue this Policy every six months, beginning six months after its original effective date.
2. Six months or longer, but less than one year, we will have the right not to renew or continue this Policy at the end of the policy period.
3. One year or longer, we will have the right not to renew or continue this Policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative does 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.

If you obtain other insurance on "your covered auto", any similar insurance provided by this Policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A.** Your rights and duties under this Policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B.** Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TERMINATION PROVISIONS - ALASKA

PART F - GENERAL PROVISIONS

The **Termination** Provision is replaced by the following:

Termination

A. Cancellation

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

1. The named insured shown in the Declarations 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 by mailing to the named insured shown in the Declarations at the address last known by us:
 - a. At least 20 days' notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If cancellation is for the reasons as listed in Paragraph 3.b. below.
 - b. At least 30 days' notice in all other cases.

If you are 70 years of age or older and have made a written request to us, we will also mail notice to your designee.
3. After this Policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or motor vehicle registration or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) If this Policy is a renewal, during its policy period or the 180 days immediately preceding the Policy's effective date.

B. Nonrenewal

If we decide not to renew or continue this Policy, we will mail notice to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than one year, we will have the right not to renew or continue this Policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative does 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.

If you obtain other insurance on "your covered auto", any similar insurance provided by this Policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium.

However, we will not retain the cancellation fee if:

- a.** You cancel this Policy because:
 - (1)** You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this Policy;
 - (2)** "Your covered auto" has been repossessed under the terms of a financing agreement;
 - (3)** You are entering the armed forces of the United States of America; or
 - (4)** "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a)** Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - (b)** Within 15 days of the time we determine "your covered auto" was destroyed or, if stolen, to be unrecoverable.
 - b.** You cancel this Policy but there remains in force with us a policy in your name insuring another auto.
 - c.** This Policy is written for a term of greater than one year and you cancel the Policy after it has been in effect for one year.
- 3.** The effective date of cancellation stated in the notice shall become the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LIMITED ATTORNEY FEE COVERAGE - ALASKA

With respect to the coverage provided by this endorsement, the provisions of the Policy apply unless modified by the endorsement.

SCHEDULE

Coverages	Limit Of Liability	
Liability Coverage		
1. Single Limit Or	\$	Each Accident
2. Bodily Injury	\$	Each Person
	\$	Each Accident
Property Damage Liability	\$	Each Accident
Uninsured/Underinsured Motorists Coverage		
1. Single Limit Or	\$	Each Accident
2. Bodily Injury	\$	Each Person
	\$	Each Accident
Property Damage Liability	\$	Each Accident
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

COVERAGE

- A.** With respect to Liability Coverage, we will pay "limited attorney's fees" charged against an "insured" in any suit we defend in Alaska.

With respect to Liability Coverage, "limited attorney's fees" means that portion of the attorney's fees awarded as costs under Alaska Rule of Civil Procedure 82 which does not exceed the amount allowed for a contested case in the schedule of attorney's fees contained in the Alaska Rule of Civil Procedure 82 computed using the Limit Of Liability for Liability Coverage stated in the Schedule or in the Declarations.

- B.** If Uninsured/Underinsured Motorists Coverage is indicated in the Schedule or Declarations, we will pay "limited attorney's fees" which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" in Alaska.

With respect to Uninsured /Underinsured Motorists Coverage, "limited attorney's fees" means that portion of the attorney's fees taxed as costs against the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" under Alaska Rule of Civil Procedure 82 which does not exceed the amount allowed for a contested case in the schedule of attorney's fees contained in the Alaska Rule of Civil Procedure 82 computed using the Limit Of Liability for Uninsured/Underinsured Motorists Coverage, stated in the Schedule or in the Declarations.

LIMIT OF LIABILITY

Our maximum limit of liability for attorney fee coverage is the amount equal to "limited attorney's fees". This is the most we will pay regardless of the number of:

1. "Insureds"; or
2. Vehicles or premiums shown in the Declarations.

OTHER INSURANCE

If there is other applicable attorney fee coverage, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE - ALASKA

WARNING

WITH RESPECT TO THE COVERAGE PROVIDED BY THIS ENDORSEMENT:

- A. YOU DO NOT HAVE UNINSURED/UNDERINSURED MOTORISTS COVERAGE FOR BODILY INJURY IF:**
- 1. THE SCHEDULE INDICATES THAT ITEM 3. UNINSURED/UNDERINSURED MOTORISTS COVERAGE FOR PROPERTY DAMAGE ONLY IS APPLICABLE; OR**
 - 2. THE DECLARATIONS INDICATES THAT UNINSURED/UNDERINSURED MOTORISTS COVERAGE FOR PROPERTY DAMAGE ONLY IS APPLICABLE.**
- B. YOU DO NOT HAVE UNINSURED/UNDERINSURED MOTORISTS COVERAGE FOR PROPERTY DAMAGE IF:**
- 1. THE SCHEDULE INDICATES THAT ITEM 2. UNINSURED/UNDERINSURED MOTORISTS COVERAGE FOR BODILY INJURY ONLY IS APPLICABLE; OR**
 - 2. THE DECLARATIONS INDICATES THAT UNINSURED/UNDERINSURED MOTORISTS COVERAGE FOR BODILY INJURY ONLY IS APPLICABLE.**

Part C - Uninsured Motorists Coverage is replaced by the following:

SCHEDULE

Uninsured/Underinsured Motorists Coverage	Limit of Liability	Premium		
		Auto 1	Auto 2	Auto 3
1. Bodily Injury And Property Damage	\$ Each Person			
	\$ Each Accident	\$	\$	\$
	\$ Each Accident	\$	\$	\$
2. Bodily Injury Only	\$ Each Person			
	\$ Each Accident	\$	\$	\$
3. Property Damage Only	\$ Each Accident	\$	\$	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Insuring Agreement

We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" because of:

- 1. "Bodily injury" sustained by an "insured" and caused by an accident if the Schedule or Declarations indicates that:**
 - a. Uninsured/Underinsured Motorists Coverage applies to both "bodily injury" and "property damage"; or**
 - b. Uninsured/Underinsured Motorists Coverage applies to "bodily injury" only.**
- 2. "Property damage" caused by an accident if the Schedule or Declarations indicates that:**

- a. Uninsured/Underinsured Motorists Coverage applies to both "bodily injury" and "property damage"; or
- b. Uninsured/Underinsured Motorists Coverage applies to "property damage" only.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle". We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only if **1.** or **2.** below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

No judgment for damages arising out of a suit brought against the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" is binding on us unless we:

1. Received reasonable notice of the pendency of the suit resulting in the judgment; and
2. Had a reasonable opportunity to protect our interests in the suit.

"Insured" as used in this endorsement means:

1. You or any "family member", including, but not limited to, while a pedestrian or bicyclist, when struck by an "uninsured motor vehicle" or "underinsured motor vehicle";
2. Any other person "occupying" "your covered auto"; or
3. Any person for damages that person is entitled to recover because of "bodily injury", to which this coverage applies, sustained by a person described in **1.** or **2.** above if the Schedule or Declarations indicates that:
 - a. Uninsured/Underinsured Motorists Coverage applies to both "bodily injury" and "property damage"; or
 - b. Uninsured/Underinsured Motorists Coverage applies to "bodily injury" only.

"Property damage", as used in this endorsement, means damage to or destruction of "your covered auto". However, "property damage" does not include loss of use of "your covered auto".

"Underinsured motor vehicle" means a motor vehicle or trailer of any type licensed for highway use to which a liability bond or policy applies at the time of the accident but the limits of that bond or policy are not enough to pay the full amount the insured is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment to which a liability bond or policy applies at the time of the accident but the bonding or insuring company:

1. Denies coverage; or
2. Is or becomes insolvent.

"Uninsured motor vehicle" means a motor vehicle or trailer of any type licensed for highway use:

1. To which no liability bond or policy applies at the time of the accident.
2. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
3. To which a 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, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
2. Owned by any governmental unit or agency unless the governmental unit or agency is or becomes insolvent.

Exclusions

A. We do not provide Uninsured/Underinsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":

1. While "occupying", or when struck by, any motor vehicle owned by you or any "family member", which is not insured for this coverage under this Policy. This includes a trailer of any type used with that vehicle.
However, this exclusion (**A.1.**) does not apply to the unrelated additional resident of your household for whom Additional Resident Of Your Household Coverage is provided by this Policy.
2. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment. However, this exclusion (**A.2.**) does not apply to damages an insured is legally entitled to recover from the owner or operator of an "underinsured motor vehicle".
3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (**A.3.**) does not apply to a "family member" using "your covered auto" which is owned by you.
4. For the first \$250 of the amount of "property damage" to "your covered auto" in any one accident.
5. During any period of time "your covered auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.
6. While "occupying", or when struck by, any vehicle which is designed or can be used for flight.

B. We do not provide Uninsured/Underinsured Motorists Coverage for "bodily injury" sustained by any "insured", other than you or any "family member", while "occupying", or when struck by, "your covered auto" while:

1. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
2. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

C. This coverage shall not apply directly or indirectly to benefit:

1. Any insurer or self-insurer under any of the following:
 - a. Workers' compensation law; or
 - b. Similar occupational disability benefits law.
2. Any insurer of property.

D. We do not provide Uninsured/Underinsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability

A. The applicable limit of Bodily Injury Liability shown in the Schedule or in the Declarations for each person for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of Bodily Injury Liability shown in the Schedule or in the Declarations for each accident for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. The applicable limit of Property Damage Liability shown in the Schedule or in the Declarations for each accident for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

B. Subject to Paragraph **A.**, our limit of liability will be as follows:

1. If the Schedule or Declarations indicates that Uninsured/Underinsured Motorists Coverage applies to both "bodily injury" and "property damage", our limit of liability will be the lesser of:
 - a. The difference between the amount of an "insured's" damages for "bodily injury" and "property damage" and the amount paid to that "insured" for such damages, by or for a person who is or may be held legally liable for damages, including all sums paid under Part **A**; and
 - b. The applicable limit of liability for this coverage.
2. If the Schedule or Declarations indicates that Uninsured/Underinsured Motorists Coverage applies to "bodily injury" only, our limit of liability will be the lesser of:
 - a. The difference between the amount of an "insured's" damages for "bodily injury" and the amount paid to that "insured" for such damages, by or for a person who is or may be held legally liable for damages, including all sums paid under Part **A** for "bodily injury"; and
 - b. The applicable limit of liability for this coverage.
3. If the Schedule or Declarations indicates that Uninsured/Underinsured Motorists Coverage applies to "property damage" only, our limit of liability will be the lesser of:
 - a. The difference between the amount of an "insured's" damages for "property damage" and the amount paid to that "insured" for such damages, by or for a person who is or may be held legally liable for damages, including all sums paid under Part **A** for "property damage"; and
 - b. The applicable limit of liability for this coverage.
- C. Any amounts otherwise payable for damages under this coverage shall apply over and above any amounts available to the "insured" because of the "bodily injury":
 1. By or for a person who is or may be held legally liable for damages. This includes all sums paid under Part **A**.
 2. Under any of the following:
 - a. Workers' compensation law; or
 - b. Automobile medical payments coverage.
- D. In no event will an "insured" be entitled to receive duplicate payments for the same elements of loss.
- E. No payment will be made for loss paid to the "insured" under Part D of this Policy or any similar physical damage insurance under any other policy.

Other Insurance

- A. If there is other applicable uninsured/underinsured motorists coverage available under more than one provision of coverage when two or more vehicles are insured under this Policy, any recovery for damages may equal but not exceed the highest applicable limit for any one vehicle under this Policy. If there is other applicable uninsured/underinsured motorists coverage available to an "insured" under any other policy issued to that "insured", or any other person who is a resident of that "insured's" household, by us, any recovery for damages may equal but not exceed the highest limit of liability under any one policy.
- B. If there is other applicable uninsured/underinsured motorists coverage available under more than one policy, the following priorities of recovery apply:

FIRST	A policy or coverage covering a motor vehicle occupied by the injured person or a policy or coverage covering a pedestrian as a named insured.
SECOND	A policy or coverage covering a motor vehicle occupied by the injured person as an insured other than as a named insured.
THIRD	A policy or coverage not covering a motor vehicle occupied by the injured person but covering the injured person as a named insured.
FOURTH	A policy or coverage not covering a motor vehicle occupied by the injured person but covering the injured person as an insured other than as a named insured.

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 limits applicable to the same level of priority.

Arbitration

If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages;
2. The amount of damages ; and
3. Who is responsible for payment of all expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration.

Each party will pay the counsel fees and adjuster fees it incurs.

Additional Duties

A person seeking coverage under this endorsement 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".

General Provisions

The following is added to the **Our Right To Recover Payment** Provision in Part **F** with respect to Uninsured/Underinsured Motorists Coverage:

1. We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.
2. Our rights do not apply under Paragraph **A.** with respect to damages caused by an accident with an "underinsured motor vehicle" if we:
 - a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
 - b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured/Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the Policy apply unless modified by the endorsement.

I. Definitions

The following definition is added:

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

II. Part D - Coverage For Damage To Your Auto

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PET INJURY COVERAGE

SCHEDULE

Pet Injury Coverage	
Limit Of Liability	Premium
\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the coverage provided by this endorsement, the provisions of the Policy apply unless modified by this endorsement.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

The following is added:

A. Insuring Agreement

1. We will pay, without application of a deductible, for reasonable:
 - a. Veterinary expenses or services incurred as a result of "bodily injury" of "your pet"; or
 - b. Expenses such as cremation or disposal incurred as a result of death of "your pet".

We will pay only those expenses incurred for services rendered within one year from the date of the loss.
2. The coverage described above applies only if:
 - a. The Declarations indicates that Other Than Collision and Collision Coverages are provided to at least one "your covered auto"; and
 - b. "Your pet" is inside a "your covered auto" or any "non-owned auto" at the time of loss to any such auto caused by other than "collision" or "collision".
3. "Your pet" as used in this Part means any dog or cat owned by:
 - a. You; or
 - b. Any "family member".

B. Limit Of Liability

The **Limit Of Liability** Provision is replaced by the following:

Limit Of Liability

The Limit Of Liability for Pet Injury Coverage shown in the Schedule or in the Declarations is our maximum limit of liability for all expenses or services resulting from any one loss.

This is the most we will pay regardless of the number of:

1. Your pet(s);
2. Claims made; or
3. Vehicles or premiums shown in the Schedule or in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY) - ALASKA

SCHEDULE

1. Description Of Vehicle:			
2. Description Of Vehicle:			
3. Description Of Vehicle:			
Vehicle	Coverages	Limit Of Liability	Premium
	Collision		
1.		\$ Less \$ Deductible	\$
2.		\$ Less \$ Deductible	\$
3.		\$ Less \$ Deductible	\$
	Other Than Collision		
1.		\$ Less \$ Deductible	\$
2.		\$ Less \$ Deductible	\$
3.		\$ Less \$ Deductible	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

NOTICE

Coverage is not provided on an agreed value basis. The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

With respect to the coverage provided by this endorsement, the provisions of the Policy apply unless modified by the endorsement.

A. For the purpose of the coverage provided by this endorsement, "your covered auto" means a "trailer" or camper body.

B. The following definition is added:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

C. Exclusion 7. of **Part D - Coverage For Damage To Your Auto** does not apply to coverage provided by this endorsement.

D. We will pay for direct and accidental loss to:

1. A "trailer" or camper body described in the Schedule or in the Declarations; and
2. Facilities or equipment designed to be used with the described "trailer" or camper body while in or attached to the "trailer" or camper body. Facilities or equipment include but are not limited to:
 - a. Cooking, dining, plumbing or refrigeration facilities;
 - b. Awnings or cabanas; or
 - c. Any other facilities or equipment designed to be used with a "trailer" or camper body.

We will pay for loss caused by:

1. Other than "collision" only if the Schedule or Declarations indicates that Other Than Collision Coverage is provided for that "trailer" or camper body.
2. "Collision" only if the Schedule or Declarations indicates that Collision Coverage is provided for that "trailer" or camper body.

E. The following exclusions are added:

1. We will not pay for loss to:
 - a. Clothing or luggage;
 - b. Business or office equipment; or
 - c. Articles which are sales samples or used in exhibitions.
2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusion **4., 5., 9. or 10.** of Part **D.**
3. We will not pay for loss due to "fungi", wet or dry rot, or bacteria, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

However, this exclusion does not apply to loss caused by "fungi", wet or dry rot, or bacteria if such loss is a direct result of a covered loss to "your covered auto" or any "non-owned auto".

F. With respect to coverage under this endorsement, the Limit Of Liability Provision of Part D is replaced by the following:

Limit Of Liability

Our limit of liability for loss will be the least of the:

1. Amount shown in the Schedule or in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT AND INDIVIDUAL INTERESTS

This endorsement modifies insurance provided under the following:

HOMEOWNER POLICY
PERSONAL AUTO POLICY
PERSONAL UMBRELLA LIABILITY POLICY
DWELLING PROPERTY POLICY

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured will be binding on all persons provided coverage under this policy.

WESTERN NATIONAL INSURANCE GROUP*
MINNEAPOLIS, MINNESOTA

PRIVACY POLICY

WESTERN NATIONAL INSURANCE GROUP VALUES THE TRUST YOU HAVE PLACED IN US. IN RETURN, WE TAKE SERIOUSLY THE PROTECTION OF YOUR NON-PUBLIC PERSONAL INFORMATION. THIS NOTICE DESCRIBES HOW WESTERN NATIONAL USES AND SAFEGUARDS YOUR INFORMATION.

INFORMATION WE MAY COLLECT

Western National Insurance Group may collect certain information about you in the operation of its business. This information falls generally within three categories:

- 1) *Information necessary to properly underwrite risks and charge a fair premium.* This may include information you provided on the application for insurance, motor vehicle reports, credit reports, or past claims information.
- 2) *Information necessary to fairly evaluate claims.* This may include information you provided on loss reports, information maintained by governmental agencies such as police and fire departments, motor vehicle information, medical records, employment records, wage and salary verification, credit reports, information from other insurers, information about past claims, and other information necessary to evaluate claims.
- 3) *Finance information related to premium payments.* This may include credit card numbers, bank account information, or other financial information.

DISCLOSURE OF INFORMATION

Western National does not sell your private information. We do not make available your private information to nonaffiliated companies for marketing purposes. Western National only shares information when it is necessary to conduct our insurance business. Information may be disclosed to insurance support groups that provide data for underwriting and claims purposes. In addition, information may be shared with adjusters, attorneys, auditors, agents or others that Western National retains to work on your or its behalf or by individuals that you retain, such as body shops or contractors, to work on your behalf. Western National may disclose claim information to other insurers or other parties during the handling of claims, during litigation surrounding those claims, or after claims have been resolved to the extent permitted by law.

PROTECTING YOUR INFORMATION

Western National maintains physical and electronic safeguards to prevent access to your information by people other than Western National employees. Western National continually assesses new technology for protecting information and upgrades its systems when appropriate.

** This privacy policy applies to all companies within Western National Insurance Group:*

*American Freedom Insurance Company
Pioneer Specialty Insurance Company
Umialik Insurance Company
Western National Assurance Company
Western National Finance Company
Western National Mutual Insurance Company*

UMIALIK INSURANCE COMPANY

ANCHORAGE, ALASKA

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative, if applicable in your state.

A handwritten signature in cursive script, appearing to read "Phil E. Long".

President

A handwritten signature in cursive script, appearing to read "Jan Helin".

Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON LOSS DEDUCTIBLE

This endorsement modifies insurance provided under the following:

DWELLING PROPERTY POLICY
HOMEOWNER POLICY
PERSONAL AUTO POLICY (Part D - Coverage For Damage To Your Auto only)

This endorsement changes the deductible provision(s) to covered property provided by this policy.

Whenever an occurrence involves more than one of the above-mentioned coverage parts or policies, in which you are an insured with "us", the following provision shall apply:

At your option, you may choose to have only the single highest deductible amount apply.

IMPORTANT NOTICE TO POLICYHOLDERS

THIS POLICY LIMITS COVERAGE FOR ATTORNEY FEES

UNDER ALASKA RULE OF CIVIL PROCEDURE 82

In any suit in Alaska in which we have a right or duty to defend an insured in addition to the limits of liability, our obligation under the applicable coverage to pay attorneys fees taxable as costs against the insured is limited as follows:

Alaska Rule of Civil Procedure 82 provides that if you are held liable, some or all of the attorney fees of the person making a claim against you must be paid by you. The amount that must be paid by you is determined by Alaska Rule of Civil Procedure 82. We provide coverage for attorney fees for which you are liable under Alaska Rule of Civil Procedure 82 subject to the following limitations:

We will not pay that portion of any attorney's fees that is in excess of fees calculated by applying the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) to the limit of liability of the applicable coverage.

This limitation means the potential costs that may be awarded against you as attorney fees may not be covered in full. You will have to pay any attorney fees not covered directly.

For example, the attorney fees provided by the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) are:

20% of the first \$25,000 of a judgment;
10% of the amounts over \$25,000 of a judgment.

Therefore, if a court awards a judgment against you in the amount of \$125,000, in addition to that amount you would be liable under Alaska Rule of Civil Procedure 82(b)(1) for attorney fees of \$15,000, calculated as follows:

20% of \$25,000	\$ 5,000
10% of \$100,000	\$ 10,000
Total Award \$125,000	Total Attorney Fees \$ 15,000

If the limit of liability of the applicable coverage is \$100,000, we would pay \$100,000 of the \$125,000 award, and \$12,500 for Alaska Rule of Civil Procedure 82(b)(1) attorney fees, calculated as follows:

20% of \$25,000	\$ 5,000
10% of \$75,000	\$ 7,500
Total Limit of Liability \$100,000	Total Attorney Fees \$ 12,500

You would be liable to pay, directly and without our assistance, the remaining \$25,000 in liability plus the remaining \$2,500 for attorney fees under Alaska Rule of Civil Procedure 82 not covered by this policy.

No coverage is provided by this notice, nor does it replace any provisions of your policy. Read your policy for complete information on the coverages you are provided. If there are any discrepancies between the policy and this notice, the provisions of the policy shall prevail.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - ALASKA

If the Declarations indicates that this Policy provides only **Part D - Coverage For Damage To Your Auto**, the following statement applies:

THIS POLICY PROVIDES INSURANCE ONLY AGAINST DAMAGE TO THE MOTOR VEHICLE. THIS POLICY DOES NOT INSURE AGAINST BODILY INJURY, DEATH, OR PROPERTY DAMAGE LIABILITY AND DOES NOT SATISFY THE MANDATORY MOTOR VEHICLE LIABILITY INSURANCE REQUIREMENTS OF AS 28.22.011.

I. Definitions

J. is replaced by the following:

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.

However, this provision does not apply to:

- a. A vehicle shown in the Declarations after ownership of that vehicle has been transferred to another person or organization by you or a "family member".
- b. A vehicle shown in the Declarations that you or a "family member" have been leasing, after the leasing agreement has been terminated, unless ownership of that vehicle is transferred by the lessor, to you or a "family member"

2. A "newly acquired auto".

3. Any "trailer" you own,

4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- | | | |
|--------------|---------------|----------------|
| a. Breakdown | c. Servicing; | e. Destruction |
| b. Repair; | d. Loss; or | |

This provision (**J.4.**) does not apply to Coverage For Damage To Your Auto.

K.2. is replaced by the following:

K. "Newly acquired auto"

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this Policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) 30 days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 30-day requirement and a loss occurred before you ask us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) 30 days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 30-day requirement and a loss occurred before you ask us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

The following are added to the **Definitions** section:

- A. Throughout the Policy, "minimum limits" refers to the following limits of liability , as required by Alaska law, to be provided under a policy of automobile liability insurance:
 - 1. \$50,000 per person, subject to \$100,000 for each accident, with respect to "bodily injury", and
 - 2. \$25,000 for each accident with respect to "property damage".
- B. "Rental vehicle" means a:
 - 1. Private passenger auto;
 - 2. Pickup or van; or
 - 3. Trailer;

rented by you or any "family member" from any person or organization licensed under applicable state laws to engage in the "business" of renting vehicles to the public while in the custody of or being operated by you or any "family member". However, a "rental vehicle" does not include any vehicle rented for the regular use by you or any "family member".

II. Part A - Liability Coverages

- A. The following exclusion is added under **Exclusions, A.**:

Exclusions

- A. We do not provide Liability Coverage for any "insured":
 - 11. Using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion (**A.11.**) does not apply to delivery that is incidental to an "insured's" "business".

- B.** The **Other Insurance** Provision is replaced by the following:

Other Insurance

1. When this Policy and any other policy cover on the same basis, either primary or excess, 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 of liability for policies covering on the same basis.
2. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", which is not a "rental vehicle" or a vehicle being used in connection with a personal vehicle sharing program by you or any "family member", shall be excess except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.
3. Any insurance we provide for a "rental vehicle" or a vehicle being used in connection with a personal vehicle sharing program by you or any "family member" will be primary insurance, except such insurance will be excess over any coverage an "insured" purchases from the owner of the "rental vehicle" or any coverage provided by a personal vehicle sharing program.

- C.** The following is added to the **Supplementary Payments** Provision:

6. Prejudgment interest awarded against the "insured" in addition to our limit of liability when payment of prejudgment interest reduces the amount available for damages below the minimum limits of liability required by the financial responsibility law of Alaska.

III. Part B - Medical Payments Coverage

- A.** The following provision is added:

Death Benefit

We will pay \$5,000 in the event of the death of you or a "family member" which results directly from "bodily injury" caused by accident while "occupying" "your covered auto" provided:

1. The "your covered auto" described in the Declarations indicates a premium charge for medical payments coverage; and
2. Death occurs within 90 days after the accident.

Regardless of the number of:

1. Insureds;
2. Claims made;
3. Vehicles or premiums shown in the Declarations Page; or
4. Vehicles involved in the accident.

the most we will pay for any one accident is \$10,000.

In addition to all other exclusions applicable to **Part B - Medical Payments Coverage**, the following additional exclusions apply to this Provision:

We will not pay for death from injuries:

1. From suicide.
2. Caused intentionally by you or a "family member", or by any other person at the direction of you or a "family member".
3. Sustained while committing a felony.
4. Sustained while seeking to avoid lawful apprehension or arrest by a law enforcement official.

- B.** The following exclusion is added:

Exclusions

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

- 14.** Sustained while "occupying" any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion (**14.**) does not apply to delivery that is incidental to an "insured" "business".

- C.** The **Other Insurance** Provision is replaced by the following:

Other Insurance

- 1.** When this Policy and any other policy cover on the same basis, either primary or excess, 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 of liability for policies covering on the same basis.
- 2.** Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", which is not a "rental vehicle", shall be excess.

IV. Part D - Coverage For Damage To Your Auto

- A.** Paragraph **A.** of the **Insuring Agreement** is replaced by the following:

Insuring Agreement

- A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply.

In the event of a "collision" with another vehicle insured by a member company of the Western National Insurance Group, other than a vehicle described as "your covered auto" or "non-owned auto", no deductible will apply.

We will pay for loss to "your covered auto" caused by:

- 1.** Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
- 2.** "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

We will pay, without application of a deductible, for direct and accidental loss to "your covered auto" if a "collision" occurs that involves a hit-and-run driver if "your covered auto" is:

- 1.** Parked; and
- 2.** There is evidence of a collision impact caused by motorized movement of a hit-and-run vehicle whose operator or owner cannot be identified; and
- 3.** A police report has been completed.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations. This coverage is applicable only if the Declarations indicate that "collision" coverage applies to "your covered auto".

In addition, we will pay, without application of a deductible, the reasonable cost to replace any child safety seat damaged in an accident to which Other Than Collision Coverage or Collision Coverage applies.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

- B. The following exclusion is added:

Exclusions

We will not pay for:

17. Loss to "your covered auto" or any "non-owned auto" while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion (17.) does not apply to delivery that is incidental to an "insured's" "business".

- C. The following is added to the **Limit Of Liability** Provision:

Limit Of Liability

- D. No payment will be made under this coverage for loss paid under Property Damage Uninsured/ Underinsured Motorists Coverage of this Policy or any similar insurance under any other policy.

- D. The **Other Sources Of Recovery** Provision is replaced by the following:

Other Sources Of Recovery

1. If other sources of recovery also cover the loss on the same basis, either primary or excess, 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 of coverage provided on the same basis.
2. Any insurance we provide with respect to a "non-owned auto" or any vehicle used as a temporary substitute for "your covered auto", which is not a "rental vehicle" shall be excess to:
 - a. Any coverage provided by the owner of the "non-owned auto" except a "rental vehicle" or a vehicle being used in connection with a personal vehicle sharing program;
 - b. Any other applicable physical damage insurance;
 - c. Any other source of recovery applicable to the loss.

However, any insurance we provide for a "rental vehicle" or a vehicle being used in connection with a personal vehicle sharing program by you or any "family member" will be primary insurance, except any such insurance will be excess over any coverage an "insured" purchases from the owner of the "rental vehicle" or any coverage provided by a personal vehicle sharing program.

- E. The **Appraisal** Provision is replaced by the following:

Appraisal

- A. If you and we fail to agree on the amount of loss, either may make written demand upon the other for an appraisal of the loss. In this event, within 10 days of the demand, each party will choose a competent appraiser and will notify the other of the appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the actual cash value and the amount of loss. If the appraisers submit a written report of an agreement on the actual cash value and the amount of loss to us, that agreement will be binding on you and us. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding on you and us.

Each party will:

1. Pay its own counsel or adjuster fees; and
 2. Bear those other expenses and fees which are incurred as a result of the appraisal as determined by the umpire.
- B. Neither party waives any rights under this Policy by agreeing to an appraisal.

V. Part E - Duties After An Accident Or Loss

- A.** The lead-in sentence to the Duties Provision does not apply if an auto accident results in a third-party liability claim against the "insured" under Part **A** - Liability Coverage but only up to the minimum limits of liability required by the financial responsibility law of Alaska.
- B.** The following is added to Paragraph **B.3.**:

Such person has the right to have counsel present during any:

- 1. Examination taken under oath; or
- 2. Recorded statements.

VI. Part F - General Provisions

- A.** The **Changes** Provision is replaced by the following:

Changes

- 1. This Policy, your Declarations and endorsements issued by us to this Policy contain all the agreements between you and us. Its terms may not be changed or waived except by endorsements issued by us.
- 2. The premium for this Policy is based on information we have received from you or other sources. You agree:
 - a.** To cooperate with us in determining if this information is correct and complete.
 - b.** If the information material to the development of the premium is incorrect, incomplete or changed, we may adjust the premium accordingly during the policy period or take other appropriate action based on the corrected, completed or changed information.
 - c.** To promptly notify us of changes in this information including, but not limited to:
 - (1) The number, type or use classification of insured vehicles;
 - (2) Operators using insured vehicles, including newly licensed "family member" drivers and any household members that have licenses;
 - (3) The place of principal garaging of insured vehicles;
 - (4) Coverage, deductible or limits; or
 - (5) Eligibility for discounts or other premium credits.

If a change resulting from **1.** or **2.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
- 3. If we make a change which broadens coverage under this edition of your Policy without additional premium charge, that change will automatically apply to your Policy as of the date we implement the change in your state. This Paragraph **(3.)** does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 - a.** A subsequent edition of your Policy; or
 - b.** An Amendatory Endorsement.

- B. The Fraud Provision is replaced by the following:

Fraud

This Policy was issued in reliance upon the information provided on your application. We may deny coverage under this Policy if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made or any time during the policy period.

We may deny coverage for an accident or loss if you or an "insured" have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim. However, the provisions of this paragraph will not apply to Part **A** - Liability Coverage.

We may deny coverage for fraud or material misrepresentation even after the occurrence of an accident or loss. This means we will not be liable for any claims or damages which would otherwise be covered. If we make a payment, we may request that you reimburse us. If so requested, you must reimburse us for any payments we may have already made. However, the provisions of this paragraph will not apply to Part **A** - Liability Coverage.

- C. The **Two Or More Auto Policies** Provision does not apply.

- D. The following provision is added:

Storage Costs

If you give us your consent, we may move the damaged property, at our expense, to reduce storage costs during the claims process. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved the damaged property.

- E. The following provision is added:

Payment Of Premium

If the initial premium payment is by check, draft or any remittance other than cash, coverage under this Policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution. If the check, draft or remittance is not honored upon presentment, this Policy may, at our option, be deemed void from its inception. This means that we will not be liable under this Policy for any claims or damages which would otherwise be covered if the check, draft or remittance had been honored upon presentment.

- F. The following provision is added:

Choice Of Law

This Policy and any amendment(s) and endorsement(s) are governed by and construed in accordance with the laws of the state of Alaska.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION

This endorsement modifies the insurance provided under the following:

LIABILITY COVERAGE
UNINSURED MOTORISTS COVERAGE
UNDERINSURED MOTORISTS COVERAGE

The following is added to Exclusions:

This insurance does not apply to punitive or exemplary damages. However, in the event an insured is alleged to be legally liable for both compensatory damages and punitive damages, if we provide a defense to the claim for compensatory damages, we will also provide a defense to the claim for punitive damages.

Insured: **Paula Ouer**

Policy #: **1061122741**

Alaska Adverse Action Reconsideration Certification

Alaska law allows you to request reconsideration of an adverse action based in whole or in part on your credit history if the information on your credit report is in dispute.

What is an Adverse Action?

Refer to Alaska Statute 21.36.460(i)(1) for the full definition for "adverse action."

An "adverse action" includes:

- Cancellation, denial, or failure to renew personal insurance coverage
- Charging a higher insurance premium for personal insurance than would have been offered if the credit history or insurance score had been more favorable
- Any reduction or adverse or unfavorable change in the terms of coverage or amount of personal insurance due to a consumer's credit history or insurance score

Requirement to Initiate Dispute

You must initiate the dispute resolution process under the Fair Credit Reporting Act before submitting this form. This form must be submitted:

- No later than 10 days from the date of denial, cancellation, or nonrenewal, or
- As soon as possible following your discovery that incorrect credit history has been used in rating or underwriting; such discovery must be within 12 months from the policy issue date

As stated in the notice provided on _____ (date),	
<input type="checkbox"/> [your application has been denied]	<input type="checkbox"/> [your policy's premium is higher than it would have been]
<input type="checkbox"/> [your policy has been canceled]	<input type="checkbox"/> [your policy's terms of coverage are less favorable than they would have been]
<input type="checkbox"/> [your policy has been non-renewed]	
in part due to information obtained from your credit report.	if information obtained from your credit report had not been considered.

This form and copies of any applicable documents from the credit reporting agency should be returned to your agent or directly to the insurer at:

Umialik Insurance Company
725 East Fireweed Lane, Suite 500
Anchorage, Alaska 99503
Fax: 907-338-1458
Email: info@umialik.com

Reconsideration Certification

_____ (name of applicant or insured) initiated the dispute resolution process
under the Fair Credit Reporting Act on _____ (date dispute resolution process began).

The following items on my credit report are in dispute:

☐ A copy of applicable documents from the credit reporting agency are attached.

I am requesting the above-referenced adverse action be reconsidered using accurate credit history or without the use of credit information, in accordance with AS 21.36.460 (e) or (f), as applicable.

Signature of Applicant or Insured

Printed Name

Date

Consumer Reports

As part of the underwriting process, Umialik uses information provided by you, as well as data from consumer reporting agencies such as motor vehicle reports, claim reports, current carrier reports and credit information. This notice, which is required by the federal Fair Credit Reporting Act (FCRA), advises that although your policy reflects the most competitive rate that Umialik can offer at this time, you are not receiving the lowest rate due in whole or in part to information contained in the following consumer report(s):

Credit Bureau Report (CBR) - This report is used to calculate your insurance score.

Paula Ouer - Information on file with LexisNexis was insufficient to generate an insurance score.

If you have experienced an extraordinary life event that adversely affected your Credit Report/Insurance Score, you may be eligible for an exception to the insurance score rated tier. We will require you to provide us with a written request and independently verifiable documentation that the extraordinary life event occurred and that it has had a direct and adverse impact on your credit information. The request needs to be made within 60 days from the date of application or the policy renewal date.

You have the right under the FCRA to obtain a free copy of such report(s) up to 60 days of receipt of this notice by contacting the appropriate consumer reporting agency listed below:

- **For your Credit Bureau Report, Comprehensive Loss Underwriting Exchange Report, Current Carrier Report and Motor Vehicle Report, contact:**

LexisNexis Consumer Center
PO Box 105108
Atlanta, Georgia 30348-5108
1-800-456-6004
www.consumerdisclosure.com

These companies are third-party consumer reporting agencies. They did not make any decisions regarding your policy premium and will be unable to provide specific reasons regarding your policy premium determination. After receiving your consumer report(s), if you disagree with the accuracy or completeness of any information contained therein, you should contact the consumer reporting agency that provided the report(s). If corrections are made to your report(s) because of any disputed entries, please contact your agent. Your agent will contact us, and an adjustment to your premium may be made.