



Tel: 1-800-841-3000

**Policy Number:** 6094-19-31-48

GEICO Use: 04 A30CA

**GEICO General Insurance Company**

P.O. Box 509090  
San Diego, CA 92150-9090

June 24, 2023

KAVIT K JATTAN AND SHAWNEY F  
JATTAN  
6619 CAMACHA WAY  
ELK GROVE CA 95757



Dear KavIt K and Shawney F Jattan,

Thank you for continuing to be part of the GEICO family and trusting us to meet your insurance needs. We appreciate the opportunity to provide you this valuable coverage. We're here for you 24/7, 365 days a year.

Enclosed in your packet you will find the following important insurance documents:

**Identification (ID) Cards** (Pages 3 - 6) - Please review and retain your Identification (ID) Cards. On the back are the phone numbers for Customer Service, Claims and Emergency Roadside Service.

**Declarations Page** (Pages 7 - 10) - Here you will find your coverages, drivers, vehicles, discounts and other policy information. Please retain for your records.

**Coverage Description** (Page 11) - This page provides explanation of insurance terms.

**Additional Insurance Documents** (Pages 12 - 43) - Includes additional policy documents.

We value you as our policyholder and look forward to serving your insurance needs for many years to come. For additional insurance services, please review the "Insuring what's important to you" section. If you have any questions, please contact GEICO at **geico.com** or **1-800-841-3000**. We'll be happy to help you!

Sincerely,

Todd A. Combs  
President

## Insuring what's important to you



Sure GEICO insures cars ...but did you know we can help you insure your home? It's true! Whether you rent or own, the GEICO Insurance Agency has something for you, so get a free quote today on [geico.com](http://geico.com).



Got a motorcycle? We've got insurance to protect your ride. Get a free quote today to see how much you could be saving (to spend on gear, of course). Plus, a new cycle policy may put you in the running for our multi-policy discount.



Think of a Personal Umbrella Policy like a safety net for your everyday life. It protects your assets in the event of a significant incident. It's surprisingly affordable, so call for a free quote today. And if you purchase an Umbrella policy, you could earn a multi-policy discount, too!



Own a boat? If so, we hope you know we can help with personal watercraft coverage for folks that love time on the water. Get a quote on [geico.com](http://geico.com) and set sail for some savings.



Expand your horizons with an RV insurance quote. Our coverage fits your needs whether you're a weekender or a year-round traveler. Visit [geico.com/getaquote/rv](http://geico.com/getaquote/rv) for a free RV quote today.

## Putting you in control and saving you time



With our paperless bill, paperless policy and automatic billing options like electronic funds transfer (EFT) or recurring card payments (RCP), you can help save a tree or two while having 24/7 access to your account and peace of mind knowing your policy is paid for.

Please visit **[geico.com](http://geico.com)** or call **1-800-841-3000** to get a quote, make a policy change or to file a claim.

Homeowners, Renters and Boat are written through non-affiliated insurance companies and are secured through the GEICO Insurance Agency, Inc. GEICO Motorcycle insurance is written by GEICO Indemnity Company.



### Important Information

Here are your Policy Identification Cards  
We've provided two (2) cards for each vehicle on your policy.

### Need additional ID cards?

The GEICO Mobile app is the quickest way to get additional ID cards. You can also send a copy of your ID cards to anyone that needs them right from the app!

### Evidence of Insurance

Here are your Evidence of Liability Insurance Cards. Two cards have been provided for each vehicle insured. One card must be carried in the proper insured vehicle. Proof of insurance is required to register or renew the registration of your vehicle. A law enforcement officer can ask you to prove that you have liability insurance meeting the basic requirements of California law. A violation of these requirements can result in a fine of up to: \$1,000 for the first time; \$2,000 for additional times. Also, a judge can have your vehicle impounded. False proof of insurance may result in a fine up to \$750 and 30 days in prison.

KAVIT K JATTAN AND SHAWNEY F  
JATTAN  
6619 CAMACHA WAY  
ELK GROVE CA 95757

Cut Along the Dotted Line

#### California Evidence of Liability Insurance



GEICO General Insurance Company  
P.O. Box 509090 • San Diego, CA 92150-9090

<b>NAIC Code</b>	<b>2016 NISSAN 370Z</b>	
35882	<b>Vehicle ID No.</b> JN1AZ4EH8GM932534	
<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>
6094-19-31-48	07/28/23	01/28/24

<b>Named Insured(s)</b>	<b>Address</b>
Kavit Krishnil Jattan Shawney Frances Jattan	6619 Camacha Way Elk Grove CA 95757

FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

#### **2016 NISSAN 370Z**

#### **Additional Drivers**

The coverage provided by this policy meets the minimum requirements of section 16056 or 16500.5 of the California Vehicle Code, minimum liability limits prescribed by law.

Cut Along the Dotted Line

#### California Evidence of Liability Insurance



GEICO General Insurance Company  
P.O. Box 509090 • San Diego, CA 92150-9090

<b>NAIC Code</b>	<b>2016 NISSAN 370Z</b>	
35882	<b>Vehicle ID No.</b> JN1AZ4EH8GM932534	
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#### **2016 NISSAN 370Z**

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**Need another form of proof of insurance?**

You may need the Insurance Binder for most finance companies, dealerships or vehicle registrations.

**Scan this code to get another form of proof of insurance immediately!**



If your address changes, update it using the app or log in to [geico.com](http://geico.com). By keeping your information up-to-date, you'll continue to receive important policy documents.

Cut Along the Dotted Line

2016 NISSAN 370Z



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**If you're in an accident:**

- Stay at the scene and find a safe area.
- Do not admit fault or disclose your coverage limits.
- Call the police, and gather driver and vehicle information.
- Find any witnesses and get their contact information.

**To report a claim**

Go to [geico.com/claims](http://geico.com/claims), use the GEICO Mobile app or call 1-800-841-3000.

U4CA (06-20)

Cut Along the Dotted Line

2016 NISSAN 370Z



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U4CA (06-20)



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Cut Along the Dotted Line

California Evidence of Liability Insurance		
<b>GEICO</b> GEICO General Insurance Company P.O. Box 509090 • San Diego, CA 92150-9090		
<b>NAIC Code</b> 35882	<b>2016 HONDA ACCORD</b> <b>Vehicle ID No.</b> 1HGCR3F9XGA022491	
<b>Policy Number</b> 6094-19-31-48	<b>Effective Date</b> 07/28/23	<b>Expiration Date</b> 01/28/24
<b>Named Insured(s)</b> Kavit Krishnil Jattan Shawney Frances Jattan		<b>Address</b> 6619 Camacha Way Elk Grove CA 95757
FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE		
<b>2016 HONDA ACCORD</b>		
<b>Additional Drivers</b>		
The coverage provided by this policy meets the minimum requirements of section 16056 or 16500.5 of the California Vehicle Code, minimum liability limits prescribed by law.		

Cut Along the Dotted Line

California Evidence of Liability Insurance		
<b>GEICO</b> GEICO General Insurance Company P.O. Box 509090 • San Diego, CA 92150-9090		
<b>NAIC Code</b> 35882	<b>2016 HONDA ACCORD</b> <b>Vehicle ID No.</b> 1HGCR3F9XGA022491	
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<b>Named Insured(s)</b> Kavit Krishnil Jattan Shawney Frances Jattan		<b>Address</b> 6619 Camacha Way Elk Grove CA 95757
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Cut Along the Dotted Line

2016 HONDA ACCORD



FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

**If you're in an accident:**

- Stay at the scene and find a safe area.
- Do not admit fault or disclose your coverage limits.
- Call the police, and gather driver and vehicle information.
- Find any witnesses and get their contact information.

**To report a claim**

Go to [geico.com/claims](http://geico.com/claims), use the GEICO Mobile app or call 1-800-841-3000.

**Need a tow or roadside assistance?**

Using the GEICO Mobile app is a quick and easy way to request Emergency Road Service.

U4CA (06-20)

Cut Along the Dotted Line

2016 HONDA ACCORD



FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE FOLD HERE

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U4CA (06-20)



Tel: 1-800-841-3000

**GEICO General Insurance Company**  
P.O. Box 509090  
San Diego, CA 92150-9090

## Declarations Page

This is a description of your coverage.  
Please retain for your records.

**Policy Number: 6094-19-31-48**

### Coverage Period:

07-28-23 through 01-28-24

12:01 a.m. standard time at the address of the named insured.

Date Issued: June 24, 2023

KAVIT K JATTAN AND SHAWNEY F  
JATTAN  
6619 CAMACHA WAY  
ELK GROVE CA 95757

Email Address: Kavitjattan@gmail.com

#### Named Insured

Kavit Krishnil Jattan  
Shawney Frances Jattan

#### Additional Drivers

None

#### Vehicles

#### VIN

#### Vehicle Location

#### Finance Company/ Lienholder

1 2016 Nissan 370Z JN1AZ4EH8GM932534 ELK GROVE CA 95757

2 2016 Honda Accord 1HGCR3F9XGA022491 ELK GROVE CA 95757

#### Coverages\*

#### Limits and/or Deductibles

#### Vehicle 1

#### Vehicle 2

Bodily Injury Liability Each Person/Each Occurrence State Minimum \$15,000/\$30,000	\$300,000/\$500,000	\$62.60	\$86.80
Property Damage Liability State Minimum \$5,000	\$100,000	\$53.70	\$76.70
Uninsured & Underinsured Motorists Each Person/Each Occurrence	\$100,000/\$300,000	\$32.30	\$42.90
Comprehensive (Excluding Collision)	\$500 Ded	-	\$31.60
	\$1,500 Ded	\$21.00	-
Collision	\$500 Ded	-	\$178.80
	\$1,500 Ded	\$154.20	-
Emergency Road Service	Full	-	\$10.20
Rental Reimbursement	\$35 Per Day \$1,050 Max	-	\$22.90

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>
<b>Six Month Premium Per Vehicle</b>		<b>\$323.80</b>	<b>\$449.90</b>
<b>Total Six Month Premium</b>			<b>\$773.70</b>

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you maybe subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

### Discounts

Anti-Theft Device (All Vehicles)  
California Good Driver (All Vehicles)  
Multi-Car (All Vehicles)  
Subclass Factor (All Vehicles)  
California Persistency (All Vehicles)

### **Group Insurance Plan: Professional Group Insurance Plan**

**Contract Type:** A30CA

**Contract Amendments:** ALL VEHICLES - A30CA A54CA

**Unit Endorsements:** A431(VEH 2); A115(VEH 2)

**Class:** A -N -14MF - A (VEH 1); A -N -14MM - N (VEH 2)

### **Important Policy Information**

- You have elected to receive your insurance documents via electronic delivery at the electronic mail address displayed on this Declarations Page. To change the address where you receive your policy documents, visit [geico.com](http://geico.com) or call 1-800-841-3000.
- No coverage is provided in Mexico.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at [geico.com](http://geico.com) if you have any questions.
- Congratulations! Your policy qualifies for the Professional Group Insurance Plan and includes a savings of \$198.90.
- For your protection, California law requires the following to appear on this form: "Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."



### Important Policy Information

- In California, you have the right to designate one person to receive notices from GEICO if your policy is about to cancel or expire for non-payment. Your designee will not have any rights or benefits under your policy other than the right to receive the notice or make a payment. You can change or remove the designee at any time. If you would like to add, change or remove a designee from your policy, simply log into your account at [geico.com](http://geico.com) or call us at 1-800-841-3000.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Please verify that the coverages you requested are accurately reflected on your Declarations Page. Visit [geico.com](http://geico.com) to review additional coverages and/or limits available to you.
- Please call our toll free number 1-800-841-3000 and provide us with the LIENHOLDERS name and address for your 2016 NISSAN.
- In accordance with Section 1872.87 of the California Insurance Code, in addition to your premium, a \$0.88 charge per vehicle is assessed to fund auto insurance fraud reduction initiatives. This charge is applied once per policy term per vehicle.
- The annual mileage figures applicable to the vehicles on your policy for the current and upcoming policy periods are:

Vehicle	Current Mileage	Upcoming Mileage
2016 Nissan 370Z	500	500
2016 Honda Accord	6,000	6,000



## COVERAGE DESCRIPTIONS

The following outline of coverage is for information purposes only. These descriptions are subject to terms and conditions of the policy used in California. Please refer to your Declaration page to review your current coverage limits and deductibles.

### **BODILY INJURY LIABILITY**

Pays when you are legally responsible for injury or death caused by your vehicle. Legal fees, bail bonds and court costs are also covered. Provides essential protection against loss of home, savings and income if you become involved in a serious accident. The first limit is the maximum amount that **each** eligible person may receive; the second limit is the maximum amount that would be available for **all** eligible persons' injuries combined in any one accident.

### **PROPERTY DAMAGE LIABILITY**

Pays when you are legally responsible for damage to the property of others caused by your vehicle. Pays for property damage up to the limit selected, plus the cost of any legal expenses.

### **MEDICAL PAYMENTS**

Pays medical, dental, hospital and funeral expenses for you, household relatives and passengers injured in a motor vehicle accident. Also protects you and household relatives when in other vehicles or if struck as pedestrians.

### **UNINSURED & UNDERINSURED MOTORIST BODILY INJURY**

Pays damages that you, household relatives and passengers in the insured vehicles are legally entitled to recover because of bodily injury or death in an auto accident caused by hit-and-run motorists, uninsured motorists or motorists who do not have enough insurance coverage. The first limit is the maximum amount that **each** eligible person may receive; the second limit is the maximum amount that would be available for **all** eligible persons' injuries combined in any one accident. The underinsured motorist portion pays up to the difference between your Uninsured Motorist limit and the Bodily Injury Liability limit of the party at fault in the accident.

### **UNINSURED MOTORIST PROPERTY DAMAGE**

Pays for damage to your insured vehicle, up to \$3,500, where the collision involves actual, direct physical contact between the insured and the uninsured motor vehicle and the owner or operator of the uninsured motor vehicle is identified (or the uninsured motor vehicle is identified by its license number) and the insured is legally entitled to recover from the uninsured motorist. This coverage is available only if you do not carry collision coverage on the vehicle. It is not available without Uninsured & Underinsured Motorist Bodily Injury coverages.

### **COMPREHENSIVE**

Pays for loss or damage to your vehicle, less any applicable deductible, caused by fire, theft, vandalism, hail, windstorm, riot, falling objects, flood, etc. In the event of a total loss, the most we will pay is the actual cash value of the vehicle, subject to the applicable deductible.

### **COLLISION**

Pays for loss or damage to your vehicle, less any applicable deductible, caused by collision with another object or by upset. In the event of a total loss, the most we will pay is the actual cash value of the vehicle, subject to the applicable deductible.

### **COLLISION DEDUCTIBLE WAIVER**

We will waive the Collision deductible in the event of a collision involving actual direct physical contact between your insured vehicle and the uninsured motor vehicle and the owner or operator of the uninsured motor vehicle is identified (or the uninsured motor vehicle is identified by its license number) and the insured is legally entitled to recover from the uninsured motorist. This waiver is only available when you carry Collision coverage and Uninsured & Underinsured Motorist Bodily Injury coverages.

### **RENTAL REIMBURSEMENT**

Pays towards expenses to rent a vehicle after a covered loss, if your vehicle is disabled longer than 24 hours. Must carry Comprehensive to have this coverage.

### **EMERGENCY ROAD SERVICE**

Pays for towing your vehicle to the nearest place for repairs if your vehicle will not run and/or mechanical labor up to one hour at the place of breakdown. This does **not** pay for parts or subsequent repair costs. Limit of one reimbursement per disablement. Includes lockout service up to \$100 per lockout.

### **MECHANICAL BREAKDOWN**

Pays for mechanical breakdown of the insured vehicle for a covered loss. The coverage is in excess of any coverage provided by the manufacturer's warranty and is subject to a \$250 deductible per covered loss. May only be added to new vehicles purchased or leased from a dealer within the prior 15 months, with an odometer reading of 15,000 miles or less and the model year is the prior model year or newer. Coverage will expire after 7 years or when the vehicle reaches 100,000 miles, whichever occurs first. Must carry Comprehensive and Collision to have this coverage.

## **CONSUMER INFORMATION**

**If you have any problems concerning this policy, please contact us at:**

### **Auto and Umbrella Policies:**

**Government Employees Insurance Company  
GEICO General Insurance Company  
GEICO Indemnity Company  
GEICO Casualty Company**

**14111 Danielson Street  
Poway, CA 92064-6886  
Telephone: 1-800-841-3000  
Internet: [geico.com](http://geico.com)**

### **Motorcycle/ATV Policies:**

**GEICO Indemnity Company  
1345 Perimeter Parkway  
Virginia Beach, VA 23454-9852  
Telephone: 1-800-841-3000  
Internet: [geico.com](http://geico.com)**

**If we fail to provide a satisfactory solution to the problem, you may contact the  
California Department of Insurance at:**

**California Department of Insurance  
Consumer Services Division  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
Telephone: 1-800-927-4357  
1-213- 897-8921 (for out of state calls)  
Internet: [insurance.ca.gov](http://insurance.ca.gov)**



GEICO General Insurance Company

## LIMITS OF FUTURE COVERAGE

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Under GEICO's Good Driver Plan you may be charged a higher rate if you or any operator of your automobile(s) residing in your household are either involved in a qualifying motor vehicle accident or convicted of certain traffic violations.

According to the California Insurance Code you now have the right to be informed, at your request, of any increase in premium resulting from such involvement or conviction.

California Law also requires that we provide you with the reasons for which the company may increase your premiums, cancel or nonrenew your policy.

Reasons for premium increase include:

1. An at fault accident(s) by an insured.
2. A change in, or an addition of, an insured vehicle.
3. A change in, or an addition of, an insured under the policy.
4. A change in the location where vehicles are garaged.
5. A change in the use of the insured vehicle.
6. Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
7. The payment made by an insurer due to the claim filed by an insured or a third party.
8. Failure to provide the company with renewal classification and rating information as requested.
9. Any other reasons not specified above, that are both lawful and not unfairly discriminatory.

Reasons for nonrenewal or cancellation include:

1. Nonpayment of premium when due.
2. A substantial increase in the hazard insured against.
3. Material misrepresentation or fraud.
4. Any other reasons not specified above, that are both lawful and not unfairly discriminatory.

For additional information log into your policy at **geico.com** or access your policy through the **GEICO mobile app**.

Thank you,

UNDERWRITING DEPARTMENT

## RATE CLASS EXPLANATION

The rate classification of each private passenger vehicle you insure with us is shown under the Class section located on your declarations page. The rate class indicates how your vehicle is rated and is based upon the latest information in your file. The meanings of the various classes are described below.

The first position of the Class Code identifies which Subclass level applies:

**A** The Subclass A factor applies to a driver who meets the following criteria:

1. The rated driver has been licensed to drive a motor vehicle for at least 3 years\*, and
2. The rated driver has at least 5 years driving experience, and
3. The driver has not been convicted of a DUI or Major violation during the 5 year experience period, and
4. The driver has not been convicted of a Speeding or Minor violation during the most recent 3 year experience period, and
5. The driver has no Principally-at-Fault accidents during the 5 year experience period.

\* Any person who claims that they meet the requirements for the CA Good Driver Discount, based on licensing and driving experience outside the United States and Canada, may be eligible for the discount once they provide their United States or Canadian license. The U.S or Canadian driving record must confirm they have been licensed to drive for at least the previous 18 months and that all other requirements to be eligible for the discount are met for that period. In lieu of providing verifiable evidence of 18 months of U.S. or Canadian license and driving experience, a copy of a driving abstract from any jurisdiction, translated into English, showing a combined total of 36 months of license experience will be acceptable. Persons with Canadian licensing experience may be required to provide an abstract to demonstrate eligibility for the 18-month period.

**O** The Subclass Other factor applies to a driver not meeting the Subclass A criteria.

**X** The Subclass Excess Vehicle factor applies when there are no drivers rated on the vehicle.

The second position of the Class Code represents the vehicle usage:

N, L, M      Pleasure or commute use  
B              Business use

The third position of the Class Code indicates the years of driving experience for the primary rated driver and, if applicable, the fifth position indicates years driving experience for the secondary rated driver:

00	0 years	06	6 years	12	12 years	34	34 - 38 years
01	1 year	07	7 years	13	13 years	39	39 - 43 years
02	2 years	08	8 years	14	14 - 18 years	44	44 - 48 years
03	3 years	09	9 years	19	19 - 23 years	49	49 - 53 years
04	4 years	10	10 years	24	24 - 28 years	54	54 - 58 years
05	5 years	11	11 years	29	29 - 33 years	59	59+ years

The fourth position of the Class Code indicates the marital status and gender\*\* of the driver.

SM, SF, SX      The vehicle is rated for a single male, single female or single non-binary gender driver.

MM, MF, MX      The vehicle is rated for a married\* male, married\* female or married\* non-binary gender driver.

SMO,SFO,SXO      The vehicle is rated for a single male, single female or single non-binary gender occasional driver who is away at school.

99MM              The vehicle is not rated for a driver.

RV                  The vehicle is rated as a motorhome.

(Blank)              The vehicle is rated as a travel trailer or 5th wheel.

\* Married includes a registered domestic partner, widow, and widower.

\*\* Gender is not used for rating purposes.

The last position of the Class Code reflects the annual mileage of the vehicle:

A	0 to 3,000 miles	R	9,001 to 10,000 miles	Y	16,001 to 17,000 miles
L	3,001 to 4,000 miles	S	10,001 to 11,000 miles	Z	17,001 to 18,000 miles
M	4,001 to 5,000 miles	T	11,001 to 12,000 miles	1	18,001 to 19,000 miles
N	5,001 to 6,000 miles	U	12,001 to 13,000 miles	2	19,001 to 20,000 miles
O	6,001 to 7,000 miles	V	13,001 to 14,000 miles	G	20,001 miles and over
P	7,001 to 8,000 miles	W	14,001 to 15,000 miles		
Q	8,001 to 9,000 miles	X	15,001 to 16,000 miles		

For any questions regarding your policy, you can contact us by chat at [geico.com/chat](https://www.geico.com/chat) or through our mobile app.

## CALIFORNIA DISCOUNTS AND GROUP INSURANCE PLANS

### Discounts

**Air Bag Discount-** Applies to Medical Payments Coverage when a vehicle is equipped with an air bag.

**Anti-Theft Discount-** Applies to Comprehensive Coverage when a vehicle is equipped with a qualifying anti-theft device.

**California Good Driver Discount -** California Insurance Code (CIC) § 1861.02 states that Good Drivers will receive at least a 20% discount on their auto insurance premium. A Good Driver, as defined by CIC § 1861.025, is one who:

1. Has verifiable license experience for at least the previous three years; or
2. Has been licensed in the United States or Canada for the most recent 18 months, which experience must be verifiable, and certifies the previous 18 months of license experience in any jurisdiction outside of the United States or Canada; and
3. Has not accrued more than one Department of Motor Vehicles point in the last three years. A point is usually assigned for a vehicle code violation or a "principally at-fault" accident, as defined by California Code of Regulations Title 10 § 2632.13; and, if the driver was involved in a "principally at-fault" accident, it must not have resulted in injury or death; and
4. Has not had a conviction during the past ten years for specific driving under the influence (drugs or alcohol) related driving offenses or specific felony convictions of the California Vehicle Code, per CIC § 1861.025. Any operators of your vehicle who do not meet one or more of the above criteria will **not** receive the California Good Driver Discount.

**Defensive Driver Discount -** Applies to the vehicle if the primary rated operator, age 50 or greater, has voluntarily completed, within the prior 36 months, a Defensive Driving Course meeting the standards established by law or that is otherwise acceptable to GEICO. If the policy insures two or more automobiles, the credit shall apply only to one automobile per person who has satisfactorily completed the course.

**Emergency Deployment Discount -** Applies if, as a result of a declared U.S. Military emergency deployment, the insured vehicle is either stored in a secured government parking facility or left in the care, custody, and control of friends/relatives who own their own vehicle and have insurance. For qualifying vehicles, notification must be received prior to the vehicle being stored; the credit will be applied when the insured advises of their return from deployment.

**Good Student Discount -** Applies to the vehicle if the primary rated operator is a full-time student with eight years or less driving experience and maintains a grade point average of 3.0 (B) or higher (or equivalent) or is ranked in the upper 20% of their class. Only one good student discount will be allowed per vehicle.

**Loyalty Persistency -** Applies to each eligible renewal when you are continuously insured by an automobile policy with the GEICO companies up to the maximum reduction amount.

**Multi-Car Discount -** Applies when more than one vehicle is insured on the same auto insurance policy. This discount applies only to private passenger vehicles that are located at the same place of principal garaging.

**Multi-Line Discount -** Applies when you have an umbrella and/or motorcycle insurance policy with the GEICO Companies.

**New Vehicle Discount -** Applies to Comprehensive and Collision Coverage when the vehicle age is 3 years or less.

### Group Insurance Plans

**Affinity Group Insurance Plan\*** - Applies if you or your spouse is an operator and is a full-time active duty or retired member of the Armed Forces of the U.S.A., or a full-time active member of the Armed Forces of a foreign country.

**Professional Group Insurance Plan\*** - Applies if you or your spouse is an operator and is a professional federal government employee in an administrative or technical position, employed in or retired (and no longer employed) from certain professions. These professions may require at least a bachelor's degree, license, or professional certification/designation.

**Skilled Artisans and Technicians Group Insurance Plan\*** - Applies if you or your spouse is an operator and is a graduate student, employed in or retired (and no longer employed) from certain skilled artisans or technical occupations.

**Sponsored Marketing Group Insurance Plan\*** - Applies if you or your spouse is an operator and is a member of certain professional organizations, alumni associations, or credit unions.

\* Customers who meet the eligibility requirements for more than one Group Insurance Plan will be placed in the Plan offering the lowest rate. Customers who do not meet the eligibility for any of these plans will receive the Standard Group Insurance Plan rate.

**Note:** Spouse includes a registered domestic partner.

Discounts and Group Insurance Plans are listed on your declaration page, if applicable. If you feel you are not receiving a discount to which you are entitled, please visit [geico.com](http://geico.com) or log into your policy through the GEICO mobile app. You may also contact us at 1-800-841-3000.

#### **LIMITS OF LIABILITY**

The minimum limits of liability under California law are \$15,000 per person/\$30,000 per accident for bodily injury (medical and other related claims). The minimum limit for property damage (vehicle repairs and related claims) is \$5,000.



## **AUTO BODY REPAIR CONSUMER BILL OF RIGHTS**

### **A CONSUMER IS ENTITLED TO:**

1. **SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.**
2. **AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.**
3. **BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.**
4. **BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.**
5. **BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.**
6. **SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.**

### **COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR**

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

**Toll Free (866) 799-3811  
BUREAU OF AUTOMOTIVE REPAIR  
Complaint Intake Unit  
10949 North Mather Blvd.  
Rancho Cordova, CA 95670**

The Bureau of Automotive Repair can also accept complaints over its website at: [www.autorepair.ca.gov](http://www.autorepair.ca.gov).

### **COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER**

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

**(800) 927-4357 or (213) 897-8921  
California Department of Insurance  
Consumer Services Division  
300 South Spring Street, South Tower  
Los Angeles, CA 90013**

The California Department of Insurance can also accept complaints over its website at: [www.insurance.ca.gov](http://www.insurance.ca.gov).



ONE GEICO PLAZA  
Washington, D. C. 20076-0001  
Telephone: 1-800-841-3000

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# Your California Family Automobile Insurance Policy

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GEICO General Insurance Company

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Whenever "he," "his," "him," or "himself" appears in this policy, you may read "she," "her," "hers" or "herself."

## AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with **you**, the policyholder. Relying on the information **you** have furnished and the declarations attached to this policy and if **you** pay **your** premium when due, we will do the following:

### SECTION I - LIABILITY COVERAGES

#### BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COVERAGES

#### Your Protection Against Claims From Others

#### DEFINITIONS

The words italicized in Section I of this policy are defined below.

1. **"Auto business"** means the business of selling, repairing, servicing, storing, transporting or parking of autos.
2. **"Bodily injury"** means bodily injury to a person, including resulting sickness, disease or death.
3. **"Farm auto"** means a truck type vehicle with a load capacity of 2,000 pounds or less, not used for commercial purposes other than farming.
4. **"Insured"** means a person or organization described under **"PERSONS INSURED"**.
5. **"Non-owned auto"** means an automobile or **trailer** not owned by or furnished for the regular use of either **you** or a **relative**, other than a **temporary substitute auto**. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
6. **"Owned auto"** means:
  - (a) a vehicle described in this policy for which a premium charge is shown for these coverages;
  - (b) a **trailer** owned by **you**;
  - (c) a **private passenger, farm or utility auto**, ownership of which **you** acquire during the policy period or for which **you** enter into a lease during the policy period for six months or more, if:
    - (i) it replaces an **owned auto** as defined in (a) above; or
    - (ii) we insure all **private passenger, farm and utility autos** owned or leased by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later;
  - (d) a **temporary substitute auto**.
7. **"Private passenger auto"** means a four-wheel private passenger, station wagon or jeep-type auto.

8. **"Relative"** means a person related to **you** who resides in **your** household.

9. **"Temporary substitute auto"** means an automobile or **trailer**, not owned by **you**, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the **owned auto** or **trailer** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

10. **"Trailer"** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm or utility auto**.

11. **"Utility auto"** means a vehicle, other than a **farm auto**, with a load capacity of 2,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.

12. **"War"** means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution.

13. **"You"** means the policyholder named in the declarations and his or her spouse if a resident of the same household.

#### LOSSES WE WILL PAY FOR YOU

Under Section I, we will pay damages which an **insured** becomes legally obligated to pay because of:

1. **bodily injury**, sustained by a person, and
2. damage to or destruction of property,

arising out of the ownership, maintenance or use of the **owned auto** or a **non-owned auto**. We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit.

#### ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered lawsuit.

3. All interest accruing on that amount of a judgment which represents our limit of liability, until we have paid, offered or deposited in court that part of the judgment not exceeding the limit of our liability.

4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of liability.

5. Premiums for bail bonds paid for an **insured** due to traffic law violations arising out of the use of an insured auto, not to exceed \$250 per bail bond.

6. Costs incurred by any **insured** for first aid to others at the time of an accident involving an insured auto.

7. Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.

8. All reasonable costs, incurred by an **insured** at our request.

## EXCLUSIONS

### When Section I Does Not Apply

We will not pay damages if any one of the following exclusions 1. through 13. applies.

We will neither pay damages nor defend any suit for damages if one or more of exclusions 1., 2., 3., 4., 5., 6., or 10. applies.

1. **Bodily injury** to any **insured** is not covered nor is **bodily injury** to any **insured** covered whenever the ultimate benefits of indemnification accrue directly or indirectly to an **insured**. This exclusion also applies to any designated excluded driver who would have otherwise been included in the policy definition of an **insured**.

2. Section I does not apply to any vehicle used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.

3. **Bodily injury** or property damage caused intentionally by or at the direction of any **insured** is not covered.

4. We do not cover **bodily injury** or property damage that is insured under a nuclear liability policy.

5. **Bodily injury** or property damage arising from the operation of farm machinery is not covered.

6. **Bodily injury** to an employee of an **insured** arising out of and in the course of employment by any **insured** is not covered.

However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workers' compensation law.

7. We do not cover **bodily injury** to a fellow employee of an **insured** if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend **you** if a suit is brought by a fellow employee against **you** alleging use, ownership or maintenance of an auto by **you**.

8. We do not cover an **owned auto** while used by a person (other than **you** or a **relative**) when he is employed or otherwise engaged in the **auto business**.

9. A **non-owned auto** while maintained or used by any person is not covered while such person is employed or otherwise engaged in (1) any **auto business** if the accident arises out of that business; (2) any other business or occupation of any **insured** if the accident arises out of that business or occupation, except a **private passenger auto** used by **you** or **your** chauffeur or domestic servant while engaged in such other business.

10. We do not cover damage to property owned, rented to, transported by, or in the charge of, an **insured**, including motor vehicles operated by an **insured**.

11. We do not cover an auto acquired by **you** during the policy term, if **you** have purchased other liability insurance for it.

12 We do not cover:

- (a) the United States of America, or any of its agencies;
- (b) any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.

13. Section I does not apply to any vehicle while being used in the business of delivering food or food products from a restaurant or retail business to a consumer.

## PERSONS INSURED

### Who Is Covered

Section I applies to the following as **insureds** with regard to an **owned auto**:

- 1. **you** and **your relatives**;
- 2. any other person using the auto with **your** permission. The actual use must be within the scope of that permission;
- 3. any other person or organization for his or its liability because of acts or omissions of any **insured** under 1. or 2. above.

Section I applies to the following with regard to a **non-owned auto**:

1. a) **you**;
- b) **your relatives** when using a **private passenger, farm or utility auto or trailer**.

Such use must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permission;

2. a person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an **insured** under 1. above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of **insureds** involved in the occurrence.

### FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law. The **insured** agrees to reimburse us for payments made by us which we would not have had to make except for this agreement.

### OUT OF STATE INSURANCE

When the policy applies to the operation of a motor vehicle outside of **your** state, we agree to increase **your** coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that **you** are protected by another insurance policy. No person can be paid more than once for any item of loss.

### LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of one occurrence.
2. The limit of bodily injury liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of any one occurrence.
3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons

or organizations, including the loss of use of the property as the result of any one occurrence.

### OTHER INSURANCE

If the **insured** has other insurance against a loss covered by Section I of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for losses arising out of the ownership, maintenance or use of a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

### CONDITIONS

The following conditions apply to Section I:

#### 1. NOTICE

As soon as possible after an occurrence, written notice must be given us or our authorized agent stating:

- (a) the identity of the **insured**;
- (b) the time, place and details of the occurrence;
- (c) the names and addresses of the injured, and of any witnesses; and
- (d) the names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an **insured**, he must promptly send us each demand, notice, summons or other process received.

#### 2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

#### 3. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **insured** will cooperate and assist us, if requested:

- (a) in the investigation of the occurrence;
- (b) in making settlements;
- (c) in the conduct of suits;
- (d) in enforcing any right of contribution or indemnity against any legally responsible person or organization because of **bodily injury** or property damage;
- (e) at trials and hearings;
- (f) in securing and giving evidence; and
- (g) by obtaining the attendance of witnesses.

Only at his own cost will the **insured** make a payment, assume any obligation or incur any cost other than for first aid to others.

#### 4. ACTION AGAINST US

No suit will lie against us:

- (a) unless the **insured** has fully complied with all the policy's terms and conditions, and
- (b) until the amount of the **insured's** obligation to pay has been finally determined, either
  - (i) by a final judgment against the **insured** after actual trial; or
  - (ii) by written agreement of the **insured**, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the **insured**, has a right under this policy to make us a defendant in an action to determine the **insured's** liability.

Bankruptcy or insolvency of the **insured** or his estate will not relieve us of our obligations.

## 5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

## SECTION II - AUTO MEDICAL PAYMENTS Protection For **You** And **Your** Passengers For Medical Expenses

### DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, **occupying** means in or upon or entering into or alighting from.

### PAYMENTS WE WILL MAKE

Under this Coverage, we will pay all reasonable expenses actually incurred by an **insured** within one year from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The one year limit does not apply to funeral services.

This Coverage applies to:

1. **you** and each **relative** who sustains **bodily injury** caused by accident:
  - (a) while **occupying** the **owned auto**; or

- (b) while **occupying** a **non-owned auto** if **you** or **your relative** reasonably believe **you** have the owner's permission to use the auto and the use is within the scope of that permission; or
- (c) when struck as a pedestrian by an auto or **trailer**.

2. any other person who sustains **bodily injury** caused by accident while **occupying** the **owned auto** while being used by **you**, a resident of **your** household, or other persons with **your** permission.

### EXCLUSIONS

#### When Section II Does Not Apply

1. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.

2. There is no coverage for an **insured** while **occupying** a vehicle located for use as a residence or premises.

3. **You** and **your relatives** are not covered for **bodily injury** sustained while **occupying** or when struck by:

- (a) a farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
- (b) vehicle operated on rails or crawler-treads.

4. There is no coverage for persons employed in the **auto business**, if the accident arises out of that business and if benefits are required to be provided under a worker's compensation law.

5. There is no coverage for **bodily injury** sustained due to **war**.

6. The United States of America or any of its agencies are not covered as an **insured**, a third party beneficiary, or otherwise.

7. There is no coverage for any person who sustains **bodily injury** while **occupying** an auto being used in the business of delivering food or food products from a restaurant or retail business to a consumer.

### LIMIT OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to "each person" is the limit we will pay for all costs incurred by or on behalf of each person who sustains **bodily injury** in one accident. This applies regardless of the number of persons insured or the number of autos or **trailers** to which this policy applies.

## OTHER INSURANCE

If the **insured** has other medical payments insurance against a loss covered by Section II of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide to a person who sustains **bodily injury** while **occupying** a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

## CONDITIONS

The following conditions apply to this Coverage:

### 1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- (a) the identity of the **insured**;
- (b) the time, place and details of the accident; and
- (c) the names and addresses of the injured, and of any witnesses.

### 2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

### 3. ACTION AGAINST US

Suit will not lie against us unless the **insured** has fully complied with all the policy terms.

### 4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records.

The injured person will submit to an examination by doctors chosen by us and at our expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the **insured**.

## 5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

## SECTION III - PHYSICAL DAMAGE COVERAGES Your Protection For Loss Or Damage To Your Car

### DEFINITIONS

The definitions of terms "**auto business**," "**farm auto**," "**private passenger auto**," "**relative**," "**temporary substitute auto**," "**utility auto**," "**you**," and "**war**" under Section I apply to Section III also. Under this Section, the following special definitions apply:

1. "**Actual cash value**" is the replacement cost of the auto or property less **depreciation** or **betterment**.

2. "**Betterment**" is improvement of the auto or property to a value greater than its pre-loss condition.

3. "**Collision**" means **loss** caused by upset of the covered auto or its collision with another object, including an attached vehicle.

4. "**Depreciation**" means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.

5. "**Insured**" means:

(a) regarding the **owned auto**:

- (i) **you** and **your relatives**;
- (ii) a person or organization maintaining, using or having custody of the auto with **your** permission, if his use is within the scope of that permission.

(b) regarding a **non-owned auto**:

**you** and **your relatives**, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.

6. "**Loss**" means direct and accidental loss of or damage to:

- (a) an insured auto, including its equipment; or
- (b) other property insured under this Section.



7. **"Non-owned auto"** means a **private passenger, farm or utility auto or trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You** or **your relative** must be using the auto or **trailer** within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.

8. **"Owned auto"** means:

- (a) any vehicle described in this policy for which a specific premium charge indicates there is coverage;
- (b) a **private passenger, farm or utility auto** or a **trailer**, ownership of which is acquired by **you** during the policy period or for which **you** enter into a lease during the policy period for six months or more; if
  - (i) it replaces an **owned auto** as described in (a) above, or
  - (ii) we insure all **private passenger, farm, utility autos and trailers** owned or leased by **you** on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward;
- (c) a **temporary substitute auto**.

9. **"Trailer"** means a trailer designed for use with a **private passenger auto** and not used as a home, office, store, display or passenger trailer.

## LOSSES WE WILL PAY FOR YOU

### Comprehensive (Excluding Collision)

1. We will pay for each **loss**, less the applicable deductible, caused other than by **collision** to the **owned** or **non-owned auto**. This includes glass breakage and **loss** caused by:

- |                      |                                      |
|----------------------|--------------------------------------|
| (a) missiles;        | (j) hail;                            |
| (b) falling objects; | (k) water;                           |
| (c) fire;            | (l) flood;                           |
| (d) lightning;       | (m) malicious mischief;              |
| (e) theft;           | (n) vandalism;                       |
| (f) larceny;         | (o) riot;                            |
| (g) explosion;       | (p) civil commotion; or              |
| (h) earthquake;      | (q) colliding with a bird or animal. |
| (i) windstorm;       |                                      |

No deductible will apply to **loss** caused by fire, lightning, smoke, smudge, or damage sustained while the vehicle is being transported on any conveyance.

At the option of the **insured**, breakage of glass caused by **collision** may be paid under the Collision Coverage, if included in the policy.

2. We will pay, up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects, due to:

- |                                     |                      |
|-------------------------------------|----------------------|
| (a) fire;                           | (e) earthquake;      |
| (b) lightning;                      | (f) explosion; or    |
| (c) flood;                          | (g) falling objects. |
| (d) theft of the entire automobile; |                      |

No deductible will apply to **loss** from fire or lightning.

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

### Collision

- 1. We will pay for **collision loss** to the **owned auto** or **non-owned auto** for the amount of each **loss** less the applicable deductible.
- 2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.
- 3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

## ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive Coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the **loss**.

Reimbursement will not exceed \$25.00 per day nor \$750.00 per **loss**.

2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.

3. We will pay for **loss** of the following equipment (including **loss** to accessories and antennas):

- (a) car phone;
- (b) citizen's band radio;
- (c) two-way mobile radio;
- (d) device designed for the recording and/or reproduction of sound.

We will pay only if the equipment at the time of a **loss**:

- (a) is permanently installed in or upon an **owned auto**; and

- (b) that vehicle is insured under the appropriate coverage.

## EXCLUSIONS

### When The Physical Damage Coverages Do Not Apply

1. An auto used to carry passengers or goods for hire is not covered. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. **Loss** due to **war** is not covered.
3. We do not cover **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.
4. There is no coverage for **loss** caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
5. Tires, when they alone are damaged by **collision**, are not covered.
6. **Loss** due to radioactivity is not covered.
7. **Loss** to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.
8. We do not cover **loss** to any radar detector.
9. We do not cover **trailers** when used for business or commercial purposes with vehicles other than **private passenger, farm or utility autos**.
10. There is no coverage for a **loss** to an auto while being used in the business of delivering food or food products from a restaurant or retail business to a consumer.

## LIMIT OF LIABILITY

The limit of our liability for **loss**:

1. is the **actual cash value** of the property at the time of the **loss**;
2. will not exceed the cost to repair or replace the property, or any of its parts, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the **loss**;
3. to personal effects arising out of one occurrence is \$200;
4. to a **trailer** not owned by **you** is \$500;
5. for custom options is limited to the **actual cash value** of equipment, furnishings or finishings (including paint) installed in or upon the vehicle only by the auto factory or an authorized auto dealer and included in the purchase price of the vehicle.

**Actual cash value** of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** of the property.

## OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

## CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

### 1. NOTICE

As soon as possible after a **loss**, written notice must be given us or our authorized agent stating:

- (a) the identity of the **insured**;
- (b) a description of the auto or **trailer**;
- (c) the time, place and details of the **loss**; and
- (d) the names and addresses of any witnesses.

In case of theft, the **insured** must promptly notify the police.

### 2. TWO OR MORE AUTOS

If this policy covers two or more autos or **trailers**, the limit of coverage and any deductibles apply separately to each.

### 3. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **insured** will cooperate and assist us, if requested:

- (a) in the investigation of the **loss**;
- (b) in making settlements;
- (c) in the conduct of suits;
- (d) in enforcing any right of subrogation against any legally responsible person or organization;
- (e) at trials and hearings;
- (f) in securing and giving evidence; and
- (g) by obtaining the attendance of witnesses.

### 4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and until the amount of **loss** is determined.

## 5. **INSURED'S** DUTIES IN EVENT OF **LOSS**

In event of **loss** the **insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 91 days after **loss**, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the **insured** will exhibit the damaged property.

## 6. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

## 7. PAYMENT OF **LOSS**

We may at our option:

- (a) pay for the **loss**; or
- (b) repair or replace the damaged or stolen property.

At any time before the **loss** is paid or the property replaced, we may return any stolen property to **you** or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for **loss** either with the **insured** or the owner of the property.

## 8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the **loss** of the auto.

## 9. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after **loss** to prejudice these rights.

This means we will have the right to sue for or otherwise recover the **loss** from anyone else who may be held responsible.

## SECTION IV - UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE

**Protection for *You* and *Your* Passengers For Injuries Caused by Uninsured/Underinsured and Hit-and-Run Motorists.**

**This Section applies only if a premium amount is shown on the Policy Declarations for "UM & Underinsured Motorist" Coverage.**

## DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

1. **"Hit-and-run motor vehicle"** is a motor vehicle causing **bodily injury** to an **insured** through physical contact with him or with an auto he is **occupying** at the time of the accident and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:

- (a) reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
- (b) files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
- (c) makes available for inspection, at our request, the auto occupied by the **insured** at the time of the accident.

2. **"Insured"** means:

- (a) the individual named in the declarations and his or her spouse;
- (b) **relatives** of (a) above if residents of his household;
- (c) any other person while **occupying** an **owned auto**;
- (d) any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b), and (c) above.

If there is more than one **insured**, our limits of liability will not be increased.

3. **"Insured auto"** is an auto:

- (a) described in the declarations and covered by the bodily injury liability coverage of this policy.
- (b) temporarily substituted for an insured auto when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

- (c) operated by **you** or **your** spouse if a resident of the same household.

But the term **"insured auto"** does not include:

- (i) an auto used to carry passengers or goods for hire except in a car pool;
- (ii) an auto being used without the owner's permission; or
- (iii) under subparagraphs (b) and (c) above, an auto owned by or furnished for the regular use of any **insured**.

**4. "Occupying"** means in, upon, entering into or alighting from.

**5. "State"** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.

**6. "Underinsured motor vehicle"** is a motor vehicle that is insured under a motor vehicle liability policy, or automobile liability insurance policy, self-insured, or for which a cash deposit or bond has been posted to satisfy a financial responsibility law, but insured for an amount that is less than the uninsured motorist limits carried on the motor vehicle of the injured person.

The term **"underinsured motor vehicle"** does not include:

- (a) an **insured auto**;
- (b) a motor vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (c) a motor vehicle owned by the United States of America, and other national government, a **state**, or a political sub-division of any such government or its agencies;
- (d) a land motor vehicle or **trailer** while located for use as a residence or premises and not as a vehicle; or
- (e) any equipment or vehicle designed or modified for use primarily off public roads, except while actually upon public roads;
- (f) any motor vehicle owned or operated by the named insured or any resident of **your** household.

**7. "Uninsured motor vehicle"** is a motor vehicle which has no bodily injury liability bond or insurance policy applicable with liability limits complying with the Financial Responsibility Law of the **state** in which the **insured motor vehicle** is principally garaged at the time of an accident. This term also includes a motor vehicle whose insurer is or becomes insolvent or denies coverage or an **underinsured motor vehicle**.

The term **"uninsured motor vehicle"** does not include:

- (a) an **insured auto**;

- (b) a motor vehicle owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (c) a motor vehicle owned by the United States of America, any other national government, a **state**, or a political sub-division of any such government or its agencies;
- (d) a land motor vehicle or **trailer** while located for use as a residence or premises and not as a vehicle;
- (e) any equipment or vehicle designed or modified for use primarily off public roads, except while actually upon public roads; or
- (f) any motor vehicle owned or operated by the named insured or any resident of **your** household.

## LOSSES WE PAY

Under this coverage, we will pay damages for **bodily injury** to an **insured**, caused by accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**, **underinsured motor vehicle** or a **hit-and-run motor vehicle** arising out of the ownership, maintenance or use of that motor vehicle.

The amount of the **insured's** recovery for these damages will be determined by agreement between the **insured** or his representative and us. The dispute will be arbitrated if an agreement cannot be reached.

## EXCLUSIONS

### When Section IV Does Not Apply

- 1.** This Coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent.
- 2.** **Bodily injury** to an **insured** while **occupying** or through being struck by an **uninsured** or **underinsured motor vehicle** owned or operated by an **insured** or a **relative** is not covered.
- 3.** This coverage will not benefit directly or indirectly any workers' compensation insurer, self insurer or disability benefits insurer or directly benefit the United States, or any **state** or political subdivision thereof.
- 4.** We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
- 5.** We do not cover any person while **occupying** a vehicle described in the declarations on which Uninsured/Underinsured Motorists Coverage is not carried.
- 6.** Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.

## LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of liability for Uninsured and Underinsured Motorists Coverage stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of one accident.
2. The limit of liability for Uninsured and Underinsured Motorists Coverage stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of one accident.
3. When **bodily injury** is caused by one or more motor vehicles under this coverage, our maximum liability for providing underinsured motorists coverage shall not exceed the **insured's** Underinsured Motorists Coverage limits, less the amount paid to the **insured** by or for any person or organization that may be held legally liable for the injury.
4. Underinsured Motorists Coverage does not apply to any **bodily injury** until the limits of bodily injury liability policies applicable to all **insured autos** causing the injury have been exhausted by payment of judgments or settlements, and proof of such is submitted to us.
5. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) paid by or for all persons or organizations liable for the injury;
- (b) paid or payable under the Bodily Injury Coverage or Medical Payments Coverage of this policy; or
- (c) paid or payable under any workers' compensation law, disability benefits law or any similar law, exclusive of non-occupational disability benefits.

## OTHER INSURANCE

When an **insured occupies** a motor vehicle other than an **owned auto**, this Coverage shall not apply if the owner of that vehicle has insurance similar to that provided under this Coverage.

Except as provided above, if the **insured** has other similar insurance available to him and applicable to the accident, the damages will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the **insured** has other insurance against a loss covered by the Uninsured Motorists provisions of this policy, we will not be liable for more than our pro-rata share of the total coverage available.

## DISPUTES BETWEEN US AND AN **INSURED**

If any **insured** making claim under this policy and we do not agree that he is legally entitled to recover damages under this Coverage from the owner or operator of an **uninsured/underinsured motor vehicle** because of **bodily injury** to the **insured**, or do not agree as to the amount payable, either party will have the right to demand arbitration.

The matter(s) in dispute shall then be settled according to American Arbitration Association rules. One neutral arbitrator will conduct the arbitration.

Judgment on the arbitrator's award may be entered in a court having jurisdiction. The award or judgment confirming the award shall not be conclusive on any party in any action between:

- (a) any **insured**, his insurer, his legal representative or his heirs, and
- (b) the uninsured/underinsured motorist,

to recover damages arising out of the accident upon which the award is based. The parties may agree to be bound by the arbitrators award.

If any **insured** has or may have a right to benefits under any workers' compensation law (except for non-occupational disability benefits), the arbitration will be stopped until the **insured's** physical condition is stationary and ratable. If the **insured** claims a permanent disability, that claim shall, unless good cause is shown, be settled by judicial award or compromise and release before arbitration may go on.

Any demand for arbitration shall contain a statement, under penalty of perjury, stating whether:

- (a) the **insured** has a workers' compensation claim;
- (b) that there has been an award or settlement on the case on all issues reasonably contemplated to arise in that claim; and
- (c) if not, what good cause reasons exist for the arbitration to go on immediately.

## TRUST AGREEMENT

When we make a payment under this Coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment any **insured** recovers

from any person or organization legally responsible for the **bodily injury** or the insurer of such person or organization.

2. Any **insured** claiming benefits will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for these damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.

3. At our written request, any **insured** claiming benefits, in his own name, will take through a designated representative appropriate actions necessary to recover payment for damages from the legally responsible person or organization. That **insured** will pay us out of the recovery for our expenses, costs and attorneys' fees.

4. Any **insured** claiming benefits will execute and furnish us with any needed documents to secure his and our rights and obligations.

## CONDITIONS

The following Conditions apply only to the Uninsured Motorists Coverage:

### 1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) the identity of the **insured**;
- (b) the time, place and details of the accident; and
- (c) the names and addresses of the injured, and of any witnesses.

If any **insured** or his legal representative files suit before we make a settlement under this Coverage, he must immediately provide us with a copy of the pleadings.

If the **insured** brings an action against the owner or operator of an **underinsured motor vehicle**, he shall give to us a copy of the complaint by personal service or certified mail. All pleadings and depositions shall be made available for copying or copies furnished to us, at our expense, within a reasonable time.

### 2. ASSISTANCE AND COOPERATION OF THE **INSURED**

After we receive notice of a claim, we may require any **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require that **insured** to make that person or organization a defendant in any action against us.

### 3. CLAIMS NOT SETTLED WITHIN ONE YEAR OF DATE OF ACCIDENT

California law provides that any claim for uninsured/underinsured benefits provided by this policy expires one year after the accident unless one of the following actions is taken within one year from the date of the accident:

- a) suit is filed for **bodily injury** against the uninsured motorist in a court of competent jurisdiction,
- b) agreement is reached with us as to the amount due under the policy, or
- c) we are notified in writing, by certified mail, return receipt requested, that formal arbitration is demanded.

If one of these events does not occur within one year following the date of the accident, we will not be liable for any further uninsured/underinsured benefits or claims based upon injuries sustained in the accident.

### 4. PROOF OF CLAIM - MEDICAL REPORTS

As soon as possible, any **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. In the event of any **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

### 5. PAYMENT OF LOSS

Any amount due is payable:

- (a) to any **insured** claiming benefits or his authorized representative;
- (b) if any **insured** claiming benefits is a minor, to his parent or guardian; or
- (c) if any **insured** having a claim for benefits is deceased, to his surviving spouse; otherwise
- (d) to a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

**SECTION V - GENERAL CONDITIONS These Conditions Apply To All Coverages In This Policy.**

**1. TERRITORY**

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or when the auto is being transported between ports thereof.

**2. PREMIUM**

When **you** dispose of, acquire ownership of, or replace a **private passenger, farm or utility auto**, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

**3. CHANGES**

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, **your** policy will automatically include the broader coverage when effective in **your** state.

The premium for each auto is based on the information we have in **your** file. **You** agree:

- (a) that we may adjust **your** policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed.
- (b) that **you** will cooperate with us in determining if this information is correct and complete.
- (c) that **you** will notify us of any changes in this information.

Any calculation or recalculation of **your** premium or changes in **your** coverage will be based on the rules, rates and forms on file, if required, for our use in **your** state.

**4. ASSIGNMENT**

**Your** rights and duties under this policy may not be assigned without our written consent.

If **you** die, this policy will cover **your** surviving spouse if covered under the policy prior to **your** death. Until the expiration of the policy term, we will also cover:

- (a) the executor or administrator of **your** estate, but only while operating an **owned auto** and only while acting within the scope of his duties;
- (b) any person having proper custody of and operating an **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate.

**5. POLICY PERIOD**

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance prior to the expiration date. Each period will begin and expire at 12:01 A.M. standard time at **your** address stated in the declarations.

**6. CANCELLATION BY THE *INSURED***

**You** may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

**7. CANCELLATION BY US**

We may cancel this policy by mailing to **you**, at the address shown in this policy, written notice stating when the cancellation will be effective.

We will mail this notice:

- (a) 10 days in advance if the proposed cancellation is for nonpayment of premium or any of its installments when due;
- (b) 10 days in advance if the policy has been in effect less than 60 days at the time notice is mailed and is not a renewal;
- (c) 20 days in advance in all other cases.

The mailing or delivery of the above notice will be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

Payment or tender of unearned premium is not a condition of cancellation.

**8. CANCELLATION BY US IS LIMITED**

We will not cancel this policy except for any of the following reasons:

- (a) **You** do not pay the initial or any additional premium for this policy or fail to pay any premium installment when due to us or our agent.
- (b) Fraud or material misrepresentation made by an **insured** in obtaining the policy, continuing the policy or in presenting a claim under the policy.
- (c) A substantial increase in the hazard insured against.

## 9. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to **you**, at the address shown in this policy, at least 30 days prior to the expiration date. The mailing or delivery of this notice by us will be sufficient proof of notice. This policy will expire without notice if any of the following exist:

- a) **You** do not pay any premium as we require to renew this policy.
- b) **You** have informed us or our agent that **you** wish the policy to be cancelled or not renewed.
- c) **You** do not accept our offer to renew.

We will only nonrenew this policy if one of the reasons listed in Condition 8., "Cancellation By Us Is Limited", exists.

If we fail to send **you** notice of refusal to renew at the appropriate time, **your** policy will remain in effect for 30 days from the date that the proper notice is mailed.

## 10. OTHER INSURANCE

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

## 11. DISPOSAL OF VEHICLE

If **you** relinquish possession of a leased vehicle or if **you** sell or relinquish ownership of an **owned auto**, any coverage provided by this policy will terminate on the date **you** do so.

## 12. DIVIDEND PROVISION

**You** are entitled to share in a distribution of the surplus of the company as determined by its Board of Directors from time to time.

## 13. DECLARATIONS

By accepting this policy, **you** agree that:

- (a) the statements in **your** application and in the declarations are **your** agreements and representations;
- (b) this policy is issued in reliance upon the truth of these representations; and
- (c) this policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

## 14. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

- (a) at the time application is made; or
- (b) at any time during the policy period; or
- (c) in connection with the presentation or settlement of a claim.

## 15. EXAMINATION UNDER OATH

The **insured** or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require.

## 16. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the statutes of California are amended to conform to those statutes.



## SECTION VI - AMENDMENTS AND ENDORSEMENTS

### 1. Special Endorsement - United States Government Employees

A. Under the Property Damage Coverage of Section I, we provide coverage to United States Government employees, civilian or military, using

1. motor vehicles owned or leased by the United States Government or any of its agencies, or
2. rented motor vehicles used for United States Government business,

when such use is with the permission of the United States Government. Subject to the limits described in paragraph B below, we will pay sums **you** are legally obligated to pay for damage to these vehicles.

B. The following limits apply to this Coverage:

1. A \$100 deductible applies to each occurrence.
2. For vehicles described in A.1. above, our liability shall not exceed the lesser of the following:

- a. The **actual cash value** of the property at the time of the occurrence; or
  - b. The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
  - c. Two months basic pay of the **insured**; or
  - d. The limit of Property Damage liability coverage stated in the declarations.
3. For vehicles described in A.2. above, our liability shall not exceed the lesser of the following:
    - a. The **actual cash value** of the property at the time of the occurrence; or
    - b. The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
    - c. The limit of Property Damage liability coverage stated in the declarations.

This insurance is excess over other valid and collectible insurance.



W. C. E. Robinson  
Secretary



Todd A. Combs  
President

HOME OFFICE - 5260 Western Avenue  
Chevy Chase, Maryland 20815-3799



GEICO General Insurance Company

Policy Number: 6094-19-31-48

## Automobile Policy Amendment California

**Your** policy is amended as follows:

### SECTION I - LIABILITY COVERAGES

#### DEFINITIONS

The following definitions are revised:

1. **Auto business** means the business of selling, repairing, renting, leasing, brokering, servicing, storing, transporting or parking of autos.
3. **Farm auto** means a truck type vehicle with a gross vehicle weight of 10,000 pounds or less, not used for commercial purposes other than farming.
5. **Non-owned auto** means an automobile or **trailer** not owned by or furnished for the regular use of either **you** or a **relative**, other than a **temporary substitute auto**. An auto rented or leased for more than 30 days will be considered as furnished for regular use.

A **non-owned auto** does not include:

- a) any automobile rented or leased by **you** or a **relative** for the purpose of providing **ride-sharing** services. An automobile is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the automobile to be used for **ride-sharing** with a **transportation network company**; or
  - b) any automobile rented or leased by **you** or a **relative** which is registered for use for **ride-sharing** with a **transportation network company**; or
  - c) any automobile rented or leased by **you** or a **relative** which is approved for use for **ride-sharing** by a **transportation network company**; or
  - d) any automobile rented or leased by **you** or a **relative** which displays an exterior marking that identifies the automobile as a vehicle for hire.
6. **Owned auto** means:
- a) a vehicle described in this policy for which a premium charge is shown for these coverages;
  - b) a **trailer** owned by **you**;
  - c) a **private passenger auto**, **farm auto**, or **utility auto**, ownership of which **you** acquire during the policy period or for which **you** enter into a lease during the policy period for six months or more, if:
    - (i) it replaces an **owned auto** as defined in a) above; or
    - (ii) we insured all **private passenger autos**, **farm autos** and **utility autos** owned or leased by **you** on the date of the acquisitionand **you** ask us to add it to the policy no more than 30 days later;
  - d) a **temporary substitute auto**.
9. **Temporary substitute auto** means an automobile or **trailer**, not owned by **you**, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the **owned auto** or **trailer** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
- A **temporary substitute auto** does not include:
- a) any automobile rented or leased by **you** or a **relative** for the purpose of providing **ride-sharing** services. An automobile is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the automobile to be used for **ride-sharing** with a **transportation network company**; or
  - b) any automobile rented or leased by **you** or a **relative** which is registered for use for **ride-sharing** with a **transportation network company**; or
  - c) any automobile rented or leased by **you** or a **relative** which is approved for use for **ride-sharing** by a **transportation network company**; or
  - d) any automobile rented or leased by **you** or a **relative** which displays an exterior marking that identifies the automobile as a vehicle for hire.
11. **Utility auto** means a vehicle, other than a **farm auto**, with a gross vehicle weight of 10,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.

13. **You** and **your** means only the individual(s) named in the **Declarations Page** as **Named Insured**, and his or her spouse if a resident of the same household or registered domestic partner if a resident of the same household.

**You** and **your** does not include any individual(s) named in the **Declarations Page** as:

- a) **Additional Drivers**;
- b) **Additional Driver**; or
- c) any other individual(s).

The following definitions are added:

14. **Personal vehicle sharing program** means a business, organization, network or group facilitating the sharing of private passenger vehicles for use by individuals or businesses.

15. **Ride-sharing** means the use of any vehicle by any driver in connection with a **transportation network company** from the time a driver logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time a driver logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).

16. **Transportation network company** means a company or organization facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers for compensation or a fee.

#### **ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES**

Item 3. is revised as follows:

3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:

- (a) Before the judgment, where owed by law, and until we pay, offer to pay or deposit in court the amount due under this coverage;
- (b) After the judgment, and until we pay, offer to pay or deposit in court, the amount due under this coverage.

After Item 5. the following sentence is added:

6. We will upon request by an **insured**, provide reimbursement for the following items:

Items 6., 7., and 8. are renumbered and revised as follows:

- (a) Costs incurred by any **insured** for first aid to others at the time of an accident involving an **owned auto** or **non-owned auto**.
- (b) Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.
- (c) All reasonable costs incurred by an **insured** at our request.

#### **EXCLUSIONS**

##### **When Section I Does Not Apply**

The first two paragraphs are revised as follows:

We will not pay damages if any one of the following exclusions 1. through 19. applies.

We will neither pay damages nor defend any suit for damages if one or more of exclusions 1. through 6., 10., or 14. through 22. applies.

The following exclusion is revised:

2. Section I does not apply to any vehicle:

- (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
- (b) while being used for **ride-sharing**.

However, a vehicle used in an ordinary car pool is covered.

The following exclusions are added:

14. **Bodily injury** or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.

15. **Bodily injury** or property damage that results from bio-chemical attack or exposure to bio-chemical agents released as a result of an act of terrorism is not covered.

16. We do not cover any liability assumed under any contract or agreement.

17. We do not cover **bodily injury** or property damage that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.

18. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

19. There is no coverage for **bodily injury** or property damage caused by a motor vehicle driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

20. There is no coverage for **bodily injury** or property damage arising or resulting from the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the motor vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.

21. Section I does not apply to any vehicle, or series of vehicles, leased by **you** or a **relative** for less than six months unless the vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.
22. Section I does not apply to any vehicle, or series of vehicles, regularly rented by **you** or a **relative** on a daily, weekly or monthly basis unless the vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.

## SECTION II - AUTO MEDICAL PAYMENTS

### EXCLUSIONS

#### When Section II Does Not Apply

The following exclusion is revised:

1. Section II does not apply to **bodily injury** sustained by any occupant of an **owned auto** or **non-owned auto**:
- (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - (b) while being used for **ride-sharing**.

However, a vehicle used in an ordinary car pool is covered.

This exclusion does not apply to **you** or any **relative** while a passenger and not operating the motor vehicle.

The following exclusions are added:

8. There is no coverage for **bodily injury** that results from nuclear exposure or explosion including resulting fire radiation or contamination.
9. There is no coverage for **bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents released as a result of an act of terrorism.
10. There is no coverage for **bodily injury** that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.
11. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
12. There is no coverage for **bodily injury** caused by a motor vehicle driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
13. There is no coverage for **bodily injury** caused by the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the motor vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.
14. There is no coverage for **bodily injury** sustained by any **insured** while operating, **occupying**, or when struck as a pedestrian by any vehicle leased by **you** or a **relative** for less than six months unless the vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.
15. There is no coverage for **bodily injury** sustained by any **insured** while operating, **occupying**, or when struck as a pedestrian by any vehicle regularly rented by **you** or a **relative** on a daily, weekly or monthly basis unless the vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.
16. There is no coverage for **bodily injury** to any **insured** arising out of:
- a) any automobile rented or leased by **you** or a **relative** for the purpose of providing **ride-sharing** services. An automobile is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the automobile to be used for **ride-sharing** with a **transportation network company**; or
  - b) any automobile rented or leased by **you** or a **relative** which is registered for use for **ride-sharing** with a **transportation network company**; or
  - c) any automobile rented or leased by **you** or a **relative** which is approved for use for **ride-sharing** by a **transportation network company**; or
  - d) any automobile rented or leased by **you** or a **relative** which displays an exterior marking that identifies the automobile as a vehicle for hire.

This exclusion does not apply if the rented or leased vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.

### CONDITIONS

Condition 5. SUBROGATION is replaced with the following:

#### 5. REIMBURSEMENT AGREEMENT AND OFFSET PROVISION. OUR RIGHT TO RECOVER PAYMENT.

When any **insured** has been paid by us under this policy provision and also recovers from another person, entity, or organization, we shall be entitled to reimbursement of the amount of our payment, as provided in this Section. We will seek reimbursement regardless of whether the **insured** (or his or her estate, parent or legal guardian) was paid for all damages arising from the loss or whether or not the **insured** was made whole.

Our right to reimbursement applies to any payments received by the **insured** and to payments to be received by the **insured** that arise from but are not limited to any one or more of the following:

- (a) Any award, judgment or settlement that may result from the exercise of any rights of recovery of the **insured** against any person, entity, or organization that the **insured** claims is responsible for **bodily injury** to the **insured** for which payment under Auto Medical Payments coverage has been made.
- (b) Any payment received, or to be received, by or on behalf of an **insured** under the provisions of any:
  - (i) Automobile, premises or other insurance coverage affording benefits for medical coverage;
  - (ii) Individual blanket or group accident, disability or hospitalization insurance;
  - (iii) Medical, surgical, hospital or funeral service benefits or reimbursement plan; or
  - (iv) Workers' compensation or disability benefits law or any similar law.

Prior to payment being made under this coverage, each party, including the representative and/or insurer of that party, whose act allegedly caused the **bodily injury** may be notified of this reimbursement agreement. If an award or judgment against, or settlement with, any party that the **insured** claimed was responsible for the **bodily injury** has been concluded, then the amounts we owe under this coverage shall be reduced by the amount of that award, judgment or settlement.

### SECTION III - PHYSICAL DAMAGE COVERAGES

#### DEFINITIONS

The definitions of **personal vehicle sharing program, ride-sharing** and **transportation network company** under Section I apply to Section III also.

Definition **7. Non-owned auto** is replaced with the following:

**7. Non-owned auto** means a **private passenger auto, farm auto** or **utility auto** or **trailer** not owned by or furnished for the regular use of either **you** or **your relative**, except a **temporary substitute auto**. **You** or **your relative** must be using the auto or **trailer** within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.

A **non-owned auto** does not include:

- a) any automobile rented or leased by **you** or a **relative** for the purpose of providing **ride-sharing** services. An automobile is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the automobile to be used for **ride-sharing** with a **transportation network company**; or
- b) any automobile rented or leased by **you** or a **relative** which is registered for use for **ride-sharing** with a **transportation network company**; or
- c) any automobile rented or leased by **you** or a **relative** which is approved for use for **ride-sharing** by a **transportation network company**; or
- d) any automobile rented or leased by **you** or a **relative** which displays an exterior marking that identifies the automobile as a vehicle for hire.

Definition **9. Trailer** is revised as follows:

**9. Trailer** means a trailer of the flatbed variety designed for use with a **private passenger auto** and not used as a home, residence, office, store, display or passenger trailer. **Trailer** does not mean a trailer with built-in sleeping facilities designed for recreational or camping use.

The following definitions are added:

**10. Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

- (a) Are permanently installed or attached; or
- (b) Alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.

**11. Child Passenger Restraint System** means a child passenger restraint system that meets Federal Motor Vehicle Safety Standards as required under the Vehicle Code of California Division 12, Chapter 5, Article 3.3 §27360.

#### ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

The following paragraph is added:

**4.** We will pay for the replacement of any **child passenger restraint system** that is damaged in a covered **loss**.

#### EXCLUSIONS

##### When The Physical Damage Coverages Do Not Apply

The following exclusion is revised:

**1.** There is no coverage for **loss** to an auto:

- (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
- (b) while being used for **ride-sharing**.

However, a vehicle used in an ordinary car pool is covered.

The following exclusions are added:

11. There is no coverage for **loss** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
12. There is no coverage for **loss** that results from bio-chemical attack or exposure to bio-chemical agents released as a result of an act of terrorism.
13. We do not cover **loss** for **custom parts or equipment**, in excess of \$1,000, unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
14. There is no coverage for any liability assumed under any contract or agreement.
15. There is no coverage for **loss** resulting from:
  - (a) The acquisition of a stolen vehicle;
  - (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle;
  - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities; or
  - (d) The sale of an **owned auto**.
16. There is no coverage for the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you**, a **relative** or a permissive user of the vehicle in illegal activity.
17. We do not cover **loss** that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.
18. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
19. There is no coverage for any **loss** caused by participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged.
20. There is no coverage for any **loss** caused by the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the motor vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.
21. Section III does not apply to any vehicle, or series of vehicles, leased by **you** or a **relative** for less than six months unless the vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.
22. Section III does not apply to any vehicle, or series of vehicles, regularly rented by **you** or a **relative** on a daily, weekly or monthly basis unless the vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.

## LIMIT OF LIABILITY

Paragraph 2. is replaced with the following:

2. will not exceed the prevailing competitive price to repair or replace the property at the time of **loss**, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution of value claimed to result from the **loss**. Although **you** have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price, which is the price we can secure from a competent and conveniently located repair facility. At **your** request, we will identify a repair facility that will perform the repairs at the prevailing competitive price.

Paragraph 5. is replaced with the following:

5. for **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle. However, the most we will pay for **loss** to **custom parts or equipment** is \$1,000, unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.

**Actual cash value** of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

## CONDITIONS

### 1. NOTICE

The following paragraph is added:

In the case of theft of the entire auto, the **insured** must promptly notify the police that the vehicle was stolen. To be eligible as a covered **loss**, the police report must acknowledge and classify the report as theft of a motor vehicle.

The **insured** must cooperate fully with the policy investigation, with the prosecution of any person(s) charged with theft, and with any civil suit brought by us against the person(s) responsible to recover for the **loss**.

#### 4. ACTION AGAINST US

The following paragraph is added:

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

Condition **10**. Assignment is added:

#### 10. ASSIGNMENT

With respect to Section III, Physical Damage Coverages, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of a nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

### SECTION IV - UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE

#### DEFINITIONS

Definition **2**. "**Insured**" is revised as follows:

#### 2. **Insured** means:

- (a) only the individual(s) named in the **Declarations Page** as **Named Insured**, and his or her spouse if a resident of the same household or registered domestic partner if a resident of the same household;  
This does not include any individual(s) named in the **Declarations Page** as:
  - (i) **Additional Drivers**;
  - (ii) **Additional Driver**; or
  - (iii) any other individual(s).
- (b) **your relatives**;
- (c) any other person while **occupying** an **owned auto**;
- (d) any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b), and (c) above.

If there is more than one **insured**, our limits of liability will not be increased.

#### EXCLUSIONS

##### When Section IV Does Not Apply

Exclusion **2**. is replaced as follows:

- 2. **Bodily injury** to an **insured** while **occupying** or through being struck by an **uninsured motor vehicle** or **underinsured motor vehicle** owned or operated by an **insured** or a **relative** is not covered, except when the injured **insured's** vehicle is being operated, or caused to be operated, by a person without the injured **insured's** consent in connection with criminal activity that has been documented in a police report and that the injured **insured** is not a party to.

The following exclusions are added:

- 7. **Bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
- 8. **Bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents released as an act of terrorism is not covered.
- 9. This coverage does not apply to any liability assumed under any contract or agreement.
- 10. There is no coverage for **bodily injury** or property damage sustained by an **insured** while operating or **occupying** a motor vehicle owned by or available for the regular use of **you** or any **relative** and which is not insured under the liability coverage of this policy.
- 11. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
- 12. There is no coverage for **bodily injury** or property damage caused by an **insured's** participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged.
- 13. There is no coverage for **bodily injury** or property damage caused by an **insured's** operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the motor vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.
- 14. There is no coverage for **bodily injury** or property damage under this Section for any person or organization while an **owned auto** or **non-owned auto**:
  - (a) is being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - (b) is being used for **ride-sharing**.However, a vehicle used in an ordinary car pool is covered.

15. There is no coverage for **bodily injury** sustained by any **insured** while operating or **occupying** any vehicle leased by **you** or a **relative** for less than six months and which is not insured under the liability coverage of this policy.
16. There is no coverage for **bodily injury** sustained by any **insured** while operating or **occupying** any vehicle regularly rented by **you** or a **relative** on a daily, weekly or monthly basis and which is not insured under the liability coverage of this policy.
17. There is no coverage for **bodily injury** to any **insured** arising out of:
- a) any automobile rented or leased by **you** or a **relative** for the purpose of providing **ride-sharing** services. An automobile is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the automobile to be used for **ride-sharing** with a **transportation network company**; or
  - b) any automobile rented or leased by **you** or a **relative** which is registered for use for **ride-sharing** with a **transportation network company**; or
  - c) any automobile rented or leased by **you** or a **relative** which is approved for use for **ride-sharing** by a **transportation network company**; or
  - d) any automobile rented or leased by **you** or a **relative** which displays an exterior marking that identifies the automobile as a vehicle for hire.

This exclusion does not apply if the rented or leased vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.

#### LIMITS OF LIABILITY

Paragraph 4. is replaced as follows:

4. Underinsured Motorists Coverage does not apply to any **bodily injury** until the limits of bodily injury liability policies applicable to all insured autos causing the injury have been exhausted by payment of judgments or settlements, and proof of such is submitted to us.

#### CONDITIONS

Condition 3. is replaced as follows:

3. CLAIMS NOT SETTLED WITHIN TWO YEARS OF DATE OF ACCIDENT

California law provides that any **bodily injury** claim for uninsured/underinsured benefits provided by this policy expires two years after the accident unless one of the following actions is taken within two years from the date of the accident:

- (a) Suit is filed for **bodily injury** against the uninsured motorist in a court of competent jurisdiction,
- (b) Agreement is reached with us as to the amount due under the policy, or
- (c) We are notified in writing, by certified mail, return receipt requested, that formal arbitration is demanded.

If one of these events does not occur within two years following the date of the accident, we will not be liable for any further uninsured/underinsured benefits or claims based upon injuries sustained in the accident.

#### SECTION V - GENERAL CONDITIONS

The following conditions are revised as follows:

4. ASSIGNMENT

**Your** rights and duties under this policy may not be assigned without our written consent. If **you** die, this policy will cover **your** surviving spouse or registered domestic partner if covered under the policy prior to **your** death. Until the expiration of the policy term, we will also cover:

- (a) The executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties; and
- (b) Any person having proper custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate.

5. POLICY PERIOD

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire as stated in the declarations.

7. CANCELLATION BY US, item (b) is deleted.

8. CANCELLATION BY US IS LIMITED

We will not cancel except for any of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation affecting the policy or **insured**;
- (c) A substantial increase in the hazard insured against.



The following conditions are added:

**17. CHOICE OF LAW**

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of California.

**18. UNDERWRITING CRITERIA**

Coverage is not provided for any person for any vehicle which does not meet our underwriting criteria for the types and uses of vehicles insurable under our **FAMILY AUTOMOBILE INSURANCE POLICY** in the state of California.

We affirm this amendment.



W. C. E. Robinson  
Secretary



Todd A. Combs  
President



GEICO General Insurance Company

Policy Number: 6094-19-31-48

## AUTOMOBILE POLICY AMENDMENT RENTAL REIMBURSEMENT AMENDMENT

We agree with you that the policy is amended as follows:

### SECTION III - PHYSICAL DAMAGE COVERAGES

The following coverage is added:

#### Coverage-Rental Reimbursement

When there is a **loss** to an **owned auto** for which a specific premium charge indicates that rental reimbursement coverage is afforded:

We will reimburse the **insured** toward costs the **insured** incurs to rent an auto. Reimbursement will not exceed the limits described in the declarations and payment will be limited to a reasonable and necessary period of time required to repair or replace the **owned auto**. This coverage applies only if:

1. The **owned auto** is withdrawn from use for more than 24 consecutive hours, and
2. The **loss** to the **owned auto** is covered under comprehensive or collision coverage of this policy.

When there is a total theft of the entire auto, we will reimburse the **insured** toward costs the **insured** incurs to rent an auto, subject to the following limitations:

1. This coverage will reimburse the **insured** for reasonable rental expenses beginning 48 hours after a theft of the entire vehicle covered under the comprehensive coverage of this policy; and
2. This coverage may be used to reimburse reasonable rental expenses in excess of those provided by Section III of the policy if and to the extent the coverage limits under rental reimbursement exceed those provided in Section III of the policy. In that event, the amount payable under this amendment is the amount by which this coverage exceeds those described in Section III of the policy; and
3. Subject to number 2 above, in no event shall the total amount payable under both this coverage and the supplemental coverage in Section III of the policy exceed the daily limit of coverage provided by this amendment.

Reimbursement for rental charges shall end the earliest of when the **owned auto** has been:

1. Returned to **you**;
2. Repaired;
3. Replaced; or
4. If the **owned auto** is deemed by us to be a total loss, then seventy two (72) hours after we pay the applicable limit of liability under Section III.

No deductible applies to this coverage.

The coverage provided by this amendment is subject to all the provisions and conditions of SECTION III of the policy.

The COMPANY affirms this amendment.

W. C. E. Robinson  
Secretary

Todd A. Combs  
President



GEICO General Insurance Company

Policy Number: 6094-19-31-48

## Automobile Policy Amendment Emergency Road Service Coverage

**Your** policy provisions are amended as follows:

### SECTION III

#### PHYSICAL DAMAGE COVERAGES

##### Emergency Road Service

We will pay reasonable expenses an **insured** incurs for the **owned** or **non-owned auto**, for:

1. mechanical labor up to one hour at the place of breakdown;
2. lockout services up to \$100 per lockout if keys to the auto are lost, broken or accidentally locked in the auto;
3. if it will not run, towing to the **nearest** repair facility where the necessary repairs can be made;
4. towing it out if it is stuck on or immediately next to a public highway;
5. delivery of gas, oil, loaned battery, or change of tire. WE DO NOT PAY FOR THE COST OF THE GAS, OIL, LOANED BATTERY, OR TIRE(S).

#### OBTAINING SERVICE UNDER THIS AMENDMENT

**You** may secure service under this amendment in the following manner:

##### SIGN AND DRIVE

The first method, called sign and drive, features a toll-free number in which the **insured** calls a GEICO Emergency Road Service representative who will dispatch a service vendor. Upon verification of Emergency Road Service (ERS) coverage, reasonable and necessary charges for covered services provided will be automatically billed to the Company by the Service vendor. The **insured** need only sign a receipt at the time of service which authorizes the company to directly pay the service vendor. Any additional mileage, other fees not specifically addressed above, or lockout services in excess of \$100 will be at the **insured's** expense.

##### HIRED SERVICES

The second method occurs when the **insured** does not use the sign and drive feature described above and hires services without prior approval from the Emergency Road Service (ERS) Department. Upon verification of Emergency Road Service (ERS) coverage, for covered services provided, up to a limit of \$50 will apply. Lockout services are limited to \$100. Requests for reimbursement must be accompanied by an original itemized receipt and must be submitted within 60 days of service.

There will be a limit of one reimbursement per disablement.

We affirm this amendment.

W. C. E. Robinson  
Secretary

Todd A. Combs  
President