

000000
Liberty Mutual Office
2580 N 1st St Ste 290
San Jose CA 95131



Lingaiah Thammiseti
1700 N 1st St Apt 124
San Jose CA 95112-4553

Welcome

Thank you for choosing Liberty Mutual.

Through your affiliation with **Volvo Car Corporation**, you are receiving savings on your auto insurance.

This package contains your new auto insurance policy, along with identification cards to place in your car. You'll also find helpful information about your Liberty Mutual benefits and services. Please look over this information and keep it with your important documents.

Be sure to visit **LibertyMutual.com/register** and check out our eService options. eService makes it easy to get information and manage your Liberty Mutual account online whenever you like.

If you have any questions about your coverage, please call me or a member of my service team at **1-408-577-1191/1-800-660-0351**.

Sincerely,

Ravi Lalla
Sales Representative
1-408-577-1191
1-800-660-0351



CONTACT US

Questions About Your Policy

Liberty Mutual Office
2580 N 1st St Ste 290
San Jose CA 95131
1-408-577-1191
1-800-660-0351

Visit Us Online
LibertyMutual.com

To Report a Claim

By Phone

1-800-2CLAIMS
(1-800-225-2467)

Online

LibertyMutual.com/claims

4G050028AO2268403915400000000

Important Billing Information Enclosed



Policy Declarations

A summary of your auto insurance coverage

Welcome. Thank you for insuring with us.

Your declarations are effective as of 09/04/2016.



INSURANCE INFORMATION

Named Insured:	Lingaiah Thammiseti
Policy Number:	AO2-268-403915-40 6 8
Policy Period:	09/04/2016-09/04/2017 12:01 AM standard time at the address of the Named Insured as stated below.
Mailing Address:	1700 N 1st St Apt 124 San Jose CA 95112-4553
Affinity Affiliation:	Volvo Car Corporation

Vehicles Covered by Your Policy

VEH	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2005	VOLVO	S40	YV1MS390352101877

Coverage Details

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. **Where no premium is shown, you have not purchased the indicated coverage for that vehicle.**

Coverage Information

Total Annual Policy Premium : **\$1,465.75**

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 1
A. Liability		\$745
Bodily Injury	\$ 50,000 Each Person	Yes
	\$ 100,000 Each Accident	
Property Damage	\$ 50,000 Each Accident	
B. Medical Payments		
	\$ 5,000X Each Person	\$20
C. Uninsured Motorists		
Uninsured Motorists	\$ 50,000 Each Person	\$99
Bodily Injury	\$ 100,000 Each Accident	



ACTION REQUIRED:

Please review and keep for your records.



QUESTIONS ABOUT YOUR POLICY?

By Phone
1-408-577-1191
1-800-660-0351

Liberty Mutual Office
2580 N 1st St Ste 290
San Jose CA 95131

Sales Representative
Ravi Lalla

Visit us online
LibertyMutual.com



GO PAPERLESS

Manage your policy 24/7 on eService
LibertyMutual.com/register

To report a claim

By Phone
1-800-2CLAIMS
(1-800-225-2467)

Online
LibertyMutual.com/claims

Coverage Information *(continued)*

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 1

D. Coverage for Damage to Your Auto

Collision		\$440
Actual Cash Value Less Deductible Shown		
Veh 1 \$1000/Waiver		
Other Than Collision		\$122
Actual Cash Value Less Deductible Shown		
Veh 1 \$500		

OPTIONAL COVERAGE

Towing And Labor Cost Each Disablement		\$8
Veh 1 \$50		
Transportation Expenses	\$30 Per Day 30 Day Maximum . \$900 Per Accident	\$30

Special Purpose Assessment Surcharge: \$1.75

* Per California Insurance Code, special purpose assessment charges are broken down as follows on an annual basis: 1872.8 (\$1/vehicle), 1872.81 (\$0.25/vehicle), and 1874.8 (\$0.50/vehicle). Total of \$1.75/vehicle.

Annual Premium Per Vehicle: \$1,465.75

Total Annual Policy Premium : **\$1,465.75**
Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

Discounts and Benefits

Your discounts and benefits have been applied to your Total Annual Policy Premium.

VEHICLE DISCOUNTS

	VEH 1
Anti-Lock Braking System	Yes
Passive Restraint - Requires Med Pay (Motorized Seat Belts and/or Air Bags)	Yes
Anti-Theft Device(s)	Yes

POLICY DISCOUNTS

- Group Savings Plus®
- Elite Driver
- Minor Violation Free Discount
- Good Driver
- Accident Free Discount



Policy Number:
AO2-268-403915-40 6 8
Declarations effective:
09/04/2016

Additional Information for Vehicles Covered by Your Policy

	ANNUAL MILEAGE	COMMUTING MILEAGE
VEH 1:	8578	8
CLASS DEFINITION		
VEH 1: Licensed 11 years, Single Male		
GARAGING LOCATION		
VEH 1: SAN JOSE, 95112-4553		



Policy Number:
AO2-268-403915-40 6 8
Declarations effective:
09/04/2016

Driver Information

DRIVER NAME: Lingaiah Thammiseti				
DATE OF BIRTH	STATE	LICENSE NUMBER	GENDER	MARITAL STATUS
06/09/1988	CA	y3376108	M	SN

To ensure proper coverage, please contact us if any information in your policy declaration is inaccurate.

DRIVING RECORD POINTS:

	VIOLATION POINTS	ACCIDENT POINTS
VEH 1:	0	0

Endorsements - Changes to Your Policy

Amendment of Policy Provisions - California AS1133 07 14
Automobile Amendatory Endorsement AS2259 09 06
Uninsured Motorists - CA AS2127 07 14
Excess Medical Payments Coverage AS2193 12 06
Amendment of Policy Definitions AS2344 04 08
Mexico Extension Endorsement AS1006 12 89
Optional Transportation Expenses Coverage AS2225 06 13
Nuclear, Bio-Chemical & Mold Exclusion Endorsement AS2228 07 05
Split Liability Limits PP 03 09 04 86
Split Uninsured Motorists Limits - California PP 04 92 04 86
Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99
Towing and Labor Coverage AS2208 02 05
Automatic Termination Endorsement AS1046 12 89
Mutual Holding Company 2340e

Special State Provisions

If a problem arises concerning your insurance, Liberty Mutual will make every effort to resolve the matter. Call your local sales office for assistance.

Whenever the company or its agent has been unable to resolve a consumer complaint affecting this policy, the below listed state agency may be contacted to assist the complainant in pursuing a resolution of the complaint:

California Department of Insurance
Claims Service Bureau
300 South Spring Street
South Tower Suite 201
Los Angeles, CA 90013

Toll Free Telephone (800) 927-HELP (4357)

LibertyGuard Auto Policy Declarations provided and underwritten by
Liberty Mutual Fire Insurance Company, Boston, MA.

This policy, including endorsements listed above,
is countersigned by:



Authorized Representative



Policy Number:
AO2-268-403915-40 6 8
Declarations effective:
09/04/2016



President



Secretary

Important Notice

To help you understand the vehicle classification and discounts that may affect the premium you pay for your automobile insurance, we are providing the following information.

Driving Record

Your driving record affects the rate you pay for your insurance coverage. We will charge a lower rate if all named operators of the insured vehicle have had no accidents and no convictions during the last three years. We will charge a higher rate if during the last three years, any of the named operators of the vehicle have been convicted of traffic violations or have been involved in one or more at-fault accidents. The more violations and at-fault accidents the operators accumulate, the more the premium is increased. If your premium has been adjusted due to violations or accidents, your declarations page will indicate violation or accident points for each occurrence.

Rating Information

The premiums on your policy are also based on the use of the car (pleasure, commuting, or business), the annual miles driven, and the years of driving experience of the named operators. Additional factors include, but not limited to, the gender and marital status of the operator. In addition, you may be eligible for a variety of discounts which are listed below:

- **Multiple Car** - Two or more vehicles are insured with Liberty Mutual Fire Insurance Company and all are owned or leased by named insureds residing in the same household.
- **Good Student** - The principal operator has less than eight years driving experience, is a full-time student in high school or college. They must either be ranked in the top 20% of their class, maintain a "B" average or better or was on the Dean's List or equivalent during the previous school term.
- **Driver Training** - The principal operator of the automobile has less than four years driving experience and has successfully completed a driver education course.
- **Anti-Lock Braking System** - The insured vehicle is equipped with a factory-installed Anti-Lock Braking System for all four wheels.
- **Passive Restraint** - The insured vehicle is equipped with a factory-installed passive restraint system (airbags or automatic motorized seatbelts meeting published Federal Safety Standards).
- **Mature Driver Improvement Course** - The principal operator is aged 55 years or older and has successfully completed the Mature Driver Improvement course approved by the California Department of Motor Vehicles during the last three years. The operator must not have any at-fault accidents or violations within the last three years.
- **Anti-Theft Devices** - The insured vehicle is equipped with anti-theft devices such as:
 - a. **Theft Alarm** - a device which sounds an audible alarm that can be heard at a distance of at least 300 feet for a minimum of three minutes.
 - b. **Active Disabling Device** - a device which is activated by a separate manual step, which disables the vehicle by making the fuel, ignition or starting system inoperative.
 - c. **Passive Disabling Device** - a device which does not require a separate manual step to activate, which disables the vehicle by making the fuel, ignition or starting system inoperative.
 - d. **Vehicle Recovery System Device** - an electronic device which is activated after a vehicle is stolen that aids law enforcement organizations in the location and recovery of the vehicle.

- **California Good Driver** - Each named operator assigned to the vehicle:
 - a. has been licensed for three or more years as of the effective date of the policy
 - b. has not been assigned a total of more than one point for accidents and convictions which occurred during the three year period immediately preceding the policy effective date.
 - i. Conviction point counts are determined according to CA Vehicle Code section 12810.
 - ii. Accidents count one point if the driver was at least 51% at fault and property damage exceeded \$1000. Accidents meeting these criteria and involving bodily injury count two points.
 - c. has not had more than one dismissal (as stated in the CA Vehicle Code) which was not made confidential in the experience period.
 - d. has not been convicted of an alcohol-related offense in the last 10 years.
- **Account** - The named insured has additional, select lines of business with Liberty Mutual.
- **Educator / Professional Group** - The named insured is a member of a specific profession.
- **Group Savings Plus** - The named insured is an employee of a qualifying participating employer or member of a qualifying participating association.
- **Sponsored Alumni Group** - The named insured is a member of a qualifying alumni association.
- **TeenSMART** - The principal operator has been licensed for less than three years and has successfully completed an approved driver training course.
- **Persistency** - The insured's policy has been in force with Liberty Mutual Fire Insurance Company for 11 or more years.
- **Exceptional Driver Discount** - The principal operator has been licensed and incident free for the last five years.
- **Elite Driver Discount** - The principal operator has been licensed and incident free for the last seven years.

All discounts and savings are subject to eligibility requirements. The descriptions are necessarily brief and do not include all terms, conditions, or exclusions.

If you have any questions about these discounts or think you may be eligible for a discount you are not currently receiving, please contact us at 1-408-577-1191/1-800-660-0351 and a representative will be happy to assist you.



09/07/2016



INSURANCE INFORMATION

Named Insured:
Lingaiah Thammiseti

Policy Number:
AO2-268-403915-40

Policy Period:
09/04/2016
09/04/2017

Important Notice About Your Electronic Payment

Dear LINGAIAH THAMMISETTI,

You have elected the Electronic Funds Transfer billing method to pay your policy premium.

The payment will be billed to your financial institution on 10/04/2016 for withdrawal from your account within three business days, as noted below.

In the future, payments will be withdrawn within three business days of the 4th of each installment period, until the insurance premium is satisfied. We will notify you of any change in the payment amount on or before the billing date.

Unsuccessful payments may be subject to a \$25.00 fee.

If your payment account changes, e.g., you open a new account, move to a new financial institution, or change your account number, you must notify a service representative immediately to avoid the \$25.00 fee for returned payments.

If you have any questions, please contact a service representative at 1-408-577-1191/1-800-660-0351 .



ACTION REQUIRED

- Make note of the payment amount for your withdrawal.
- If you need to change your payment account, notify us immediately.



CONTACT US

Questions About Your Policy

Liberty Mutual Office
2580 N 1st St Ste 290
San Jose CA 95131
1-408-577-1191
1-800-660-0351

Online
LibertyMutual.com



GO PAPERLESS

**Manage your policy 24/7
on eService**
LibertyMutual.com/register

Policy Number	Policy Name	Payment Amount
AO2-268-403915-40	LINGAIAH THAMMISETTI	\$122.00

Billing Date: 10/04/2016

Total Withdrawal Amount: \$122.00



Important Notice - Assign A Designee

California law gives you the right to assign a designee to whom we will send a duplicate copy of any notice of lapse, termination, expiration, nonrenewal or cancellation issued to you due to non-payment of premium.

To assign a designee, simply complete the form below and mail the form to:

Liberty Mutual Insurance
P.O. Box 9099
Dover, NH 03821-9099

Please keep a copy of the completed form for your records. You may change or terminate the third party designee by sending written notification to the designated third party and us.

Request to Designate a Third Party to Receive a Copy of Policy Termination Notices for Non-Payment of Premium.

Insured Name _____

Policy Number _____

Address _____ Policy Type: Property _____ Auto _____

I designate the following person to receive a duplicate copy of any notice of lapse, termination, expiration, nonrenewal or cancellation that you send me due to non-payment of premium for the policy number shown above.

I understand the third party designee does not have any right, whether as an additional insured or otherwise, to any benefits under the policy other than the right to receive the notice of lapse, termination, expiration, nonrenewal, or cancellation for nonpayment of premium.

Designee Name: _____

Street: _____ City _____ State _____ Zip _____

Signature of Insured

Date

Request to Change a Third Party to Receive a Copy of Policy Termination Notices for Non-Payment of Premium.

Insured Name _____

Policy Number _____

Address _____ Policy Type: Property _____ Auto _____

I would like to replace my prior third party designee with the following person to receive a duplicate copy of any notice of lapse, termination, expiration, nonrenewal or cancellation that you send me due to non-payment of premium for the policy number shown above.

I understand the third party designee does not have any right, whether as an additional insured or otherwise, to any benefits under the policy other than the right to receive the notice of lapse, termination, expiration, nonrenewal, or cancellation for nonpayment of premium.

Designee Name: _____

Street: _____ City _____ State _____ Zip _____

Signature of Insured

Date

Request to Delete a Third Party from Receiving a Copy of Policy Termination Notices for Non-Payment of Premium.

Insured Name _____ Policy Number _____

Address _____ Policy Type: Property _____ Auto _____

I would like to delete my previously selected third party designee from receiving a duplicate copy of any notice of lapse, termination, expiration, nonrenewal or cancellation that you send me due to non-payment of premium for the policy number shown above.

Designee Name: _____

Street: _____ City _____ State _____ Zip _____

Signature of Insured

Date

LibertyGuard Auto Policy

Please read your policy and each endorsement carefully.

To serve you best...

Liberty Mutual has over 350 service offices throughout the United States and Canada. Please contact your service office shown on your Declarations Page to report losses, or for any changes or questions about your insurance. Payments should be sent to the office indicated on your bill.

THIS POLICY IS NONASSESSABLE

Liberty Mutual Insurance Group

LIBERTYGUARD AUTO POLICY

QUICK REFERENCE

DECLARATIONS PAGE

Your Name and Address

Your Auto or Trailer

Policy Period

Coverages and Amounts of Insurance

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*MUTUAL POLICY CONDITIONS 11

*These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the insurer.

AUTO POLICY

AGREEMENT

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

DEFINITIONS

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

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

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

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

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

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

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

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

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

G. "Occupying" means in, upon, getting in, on, out or off.

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

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

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

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

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become the owner:
 - a. a private passenger auto; or

b. a pickup or van that:

- (1) has a Gross Vehicle Weight of less than 10,000 lbs.; and
- (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.

This provision (J.2.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. with respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days only if you wish to add or continue Coverage for Damage to Your Auto.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any "trailer" you own.

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

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction.

This provision (J.4.) does not apply to Coverage for Damage to Your Auto.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

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

SUPPLEMENTARY PAYMENTS

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

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.

5. Other reasonable expenses incurred at our request.

EXCLUSIONS

- A. We do not provide Liability Coverage for any person:
1. Who intentionally causes "bodily injury" or "property damage."
 2. For "property damage" to property owned or being transported by that person.
 3. For "property damage" to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;that person.
This exclusion (A.3.) does not apply to "property damage" to a residence or private garage.
 4. For "bodily injury" to an employee of that person during the course of employment. This exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 5. For that person's liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (A.5.) does not apply to a share-the-expense car pool.
 6. While employed or otherwise engaged in the "business" of:
 - a. selling; d. storing; or
 - b. repairing; e. parking;
 - c. servicing;vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
 - a. you;
 - b. any "family member;" or
 - c. any partner, agent or employee of you or any "family member."
 7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6. This exclusion (A.7.) does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup or van that you own; or

- c. "trailer" used with a vehicle described in a. or b. above.
- 8. Using a vehicle without a reasonable belief that that person is entitled to do so.
- 9. For "bodily injury" or "property damage" for which that person:
 - a. is an insured under a nuclear energy liability policy; or
 - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

 - a. American Nuclear Insurers;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
 - 1. Any motorized vehicle having fewer than four wheels.
 - 2. Any vehicle, other than "your covered auto," which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
 - 3. Any vehicle, other than "your covered auto," which is:
 - a. owned by any "family member;" or
 - b. furnished or available for the regular use of any "family member."

However, this exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

 - a. owned by a "family member;" or
 - b. furnished or available for the regular use of a "family member."

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any

one auto accident. This is the most we will pay regardless of the number of:

- 1. "Insureds;"
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.
- B. We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision (B.) will not change our total limit of liability.

OUT OF STATE COVERAGE

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

- A. If the state or province has:
 - 1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 - 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

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

We will pay only those expenses incurred within 3 years from the date of the accident.
- B. "Insured" as used in this Part means:

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

EXCLUSIONS

We do not provide Medical Payments Coverage

for any person for "bodily injury:"

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury."
5. Sustained while "occupying," or when struck by, any vehicle (other than "your covered auto") which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
6. Sustained while "occupying," or when struck by, any vehicle (other than "your covered auto") which is:
 - a. owned by any "family member;" or
 - b. furnished or available for the regular use of any "family member."

However, this exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that person is entitled to do so.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured." This exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. private passenger auto;
 - b. pickup or van that you own; or
 - c. "trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:

- a. discharge of a nuclear weapon (even if accidental);
- b. war (declared or undeclared);
- c. civil war;
- d. insurrection; or
- e. rebellion or revolution.

10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

- a. nuclear reaction;
- b. radiation; or
- c. radioactive contamination.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

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

B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Part A or Part C.

C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under Part A or Part C.

OTHER INSURANCE

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

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

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

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

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

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

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

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

- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
1. To which no bodily injury liability bond or policy applies at the time of the accident.
 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. you or any "family member;"
 - b. a vehicle which you or any "family member" are "occupying;" or
 - c. "your covered auto."
 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company;
 - a. denies coverage; or
 - b. is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

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

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any person:
1. While "occupying," or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. If that person or the legal representative settles the "bodily injury" claim without our consent.
 3. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (A.3.) does

not apply to a share-the-expense car pool.

4. Using a vehicle without a reasonable belief that that person is entitled to do so.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds;"
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums:
1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A; and
 2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. workers' compensation law; or
 - b. disability benefits law.
- C. Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A.

OTHER INSURANCE

If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

ARBITRATION

- A. If we and an "insured" do not agree:
1. Whether that person is legally entitled to recover damages under this Part; or
 2. As to the amount of damages;
- either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will

select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

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

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto," including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:

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

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

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

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

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

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

- C. "Non-owned auto" means:
1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any

"family member;" or

2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

a. breakdown;	d. loss; or
b. repair;	e. destruction.
c. servicing;	

TRANSPORTATION EXPENSES

In addition we will pay, without application of a deductible, up to \$15 per day, to a maximum of \$450, for:

1. Transportation expenses incurred by you in the event of the total theft of "your covered auto." This applies only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto." This applies only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto."

We will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.

2. Damage due and confined to:

- a. wear and tear;
- b. freezing;
- c. mechanical or electrical breakdown or failure; or
- d. road damage to tires.

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

3. Loss due to or as a consequence of:

- a. radioactive contamination;
- b. discharge of any nuclear weapon (even if accidental);
- c. war (declared or undeclared);
- d. civil war;
- e. insurrection; or
- f. rebellion or revolution.

4. Loss to:

- a. any electronic equipment designed for the reproduction of sound, including, but not limited to:
 - (1) radios and stereos;
 - (2) tape decks; or
 - (3) compact disc players;
- b. any other electronic equipment that receives or transmits audio, visual or data signals, including, but not limited to:
 - (1) citizens band radios;
 - (2) telephones;
 - (3) two-way mobile radios;
 - (4) scanning monitor receivers;
 - (5) television monitor receivers;
 - (6) video cassette recorders;
 - (7) audio cassette recorders; or
 - (8) personal computers;
- c. tapes, records, discs, or other media used with equipment described in a. or b.; or
- d. any other accessories used with equipment described in a. or b.

This exclusion (4.) does not apply to:

- a. equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in "your covered auto" or any "non-owned auto;" or
- b. any other electronic equipment that is:

- (1) necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or

- (2) an integral part of the same unit housing any sound reproducing equipment described in a. and permanently installed in the opening of the dash or console of "your covered auto" or any "non-owned auto" normally used by the manufacturer for installation of a radio.

5. Loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities because you or any "family member:"

- a. engaged in illegal activities; or
- b. failed to comply with Environmental Protection Agency or Department of Transportation standards.

This exclusion (5.) does not apply to the interests of Loss Payees in "your covered auto."

6. Loss to a camper body or "trailer" you own which is not shown in the Declarations. This exclusion (6.) does not apply to a camper body or "trailer" you:

- a. acquire during the policy period; and
- b. ask us to insure within 30 days after you become the owner.

7. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

8. Loss to:

- a. awnings or cabanas; or
- b. equipment designed to create additional living facilities.

9. Loss to equipment designed or used for the detection or location of radar.

10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:

- a. special carpeting and insulation, furniture or bars;
- b. facilities for cooking and sleeping;
- c. height-extending roofs; or
- d. custom murals, paintings or other decals or graphics.

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

- a. selling; d. storing; or
- b. repairing; e. parking;
- c. servicing;

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

12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in exclusion 11. This exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer."

LIMIT OF LIABILITY

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

- 1. Actual cash value of the stolen or damaged property; or
- 2. Amount necessary to repair or replace the property.

However, the most we will pay for loss to any "non-owned auto" which is a "trailer" is \$500.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

PAYMENT OF LOSS

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

- 1. You; or
- 2. The address shown in this policy.

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

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- 1. Any coverage provided by the owner of the "non-owned auto;"
- 2. Any other applicable physical damage insurance;
- 3. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the expenses of the appraisal and umpire equally.

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

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

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

- B. A person seeking any coverage must:

- 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
- 2. Promptly send us copies of any notices

or legal papers received in connection with the accident or loss.

3. Submit, as often as we reasonably require:

- a. to physical exams by physicians we select. We will pay for these exams.
- b. to examination under oath and subscribe the same.

4. Authorize us to obtain:

- a. medical reports; and
- b. other pertinent records.

5. Submit a proof of loss when required by us.

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:

1. The number, type or use classification of insured vehicles;
2. Operators using insured vehicles;
3. The place of principal garaging of insured vehicles;
4. Coverage, deductible or limits.

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

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

1. A subsequent edition of your policy; or
2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection

with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:

1. We agree in writing that the "insured" has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured."

OUR RIGHT TO RECOVER PAYMENT

A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this paragraph (A.) do not apply under Part D, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

A. This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and

2. Within the policy territory.

B. The policy territory is:

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

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

TERMINATION

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

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

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

is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

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

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

D. Other Termination Provisions.

1. If the law in effect in your state at the time this policy is issued, renewed or continued:
 - a. requires a longer notice period;
 - b. requires a special form of or procedure for giving notice; or
 - c. modifies any of the stated termination reasons;
 we will comply with those requirements.
2. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with

respect to the representative's legal responsibility to maintain or use "your covered auto."

- B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

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

*MUTUAL POLICY CONDITIONS

You are a member of the Liberty Mutual Fire Insurance Company while this policy is in force. Membership entitles you to vote in person or by proxy at meetings of the company. The Annual Meeting is in Boston, Massachusetts, on the second Wednesday in April each year at 11 o'clock in the morning.

Also, as a member, you will receive any dividends declared on this policy by the Directors.


This policy is classified in Dividend Class IV-Automobile.

This policy has been signed by our President and Secretary at Boston, Massachusetts, and countersigned on the Declarations Page by an authorized representative.

*These conditions apply only if Liberty Mutual Fire Insurance Company is shown in the Declarations as the insurer.



PRESIDENT



SECRETARY

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AMENDMENT OF POLICY PROVISIONS - CALIFORNIA

AS 1133 07 14

SCHEDULE

Waiver of Collision Deductible	
Description of Your Covered Auto	Premium
The waiver applies when a "W" follows the deductible amount shown in the declarations under Loss Caused by Collision. The Premium charge will be included in the Part D. Annual Premium.	

I. PART A - LIABILITY COVERAGE

Part A. is amended as follows:

A. The following exclusion is added:

We do not provide Liability Coverage for any person for "bodily injury" to you or any "family member" whenever the ultimate benefits of that indemnification accrue directly or indirectly to you or any "family member".

Exclusion A.3. is amended as follows:

This exclusion (A.3.) does not apply to "property damage" to a residence, private garage, or a child passenger restraint system contained in "your covered auto."

B. The Other Insurance provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance:

1. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the "business" of:

- a. Selling; e. Testing;
 - b. Repairing; f. Road testing;
 - c. Servicing; g. Parking; or
 - d. Delivering; h. Storing;
- motor vehicles. This applies only if an "insured":
- a. is operating the vehicle; and
 - b. is neither the person engaged in such "business" nor that person's employee or agent.

2. Any insurance we provide for a vehicle you own shall be excess to that of;

- a. A person engaged in the "business" of;

- (1) Selling; (5) Testing;
- (2) Repairing; (6) Road testing;
- (3) Servicing; (7) Parking; or
- (4) Delivering; (8) Storing;

motor vehicles, if the accident occurs while the vehicle is being operated by that person or that person's employee or agent; or

b. An owner, tenant or lessee of premises on which loss arising out of the loading or unloading of the vehicle occurs.

3. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

II. PART B - MEDICAL PAYMENTS COVERAGE

Paragraph C. of the Limit of Liability provision of Part B. is replaced by the following:

C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgement that person receives under Part A.

III. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

The following provision is added to Part D.:

WAIVER OF COLLISION DEDUCTIBLE

When there is a loss to "your covered auto" insured for Collision Coverage under this policy, we will pay the full Collision deductible if:

- 1. The loss involves an "uninsured motor vehicle", as the term is defined in items 1. and 4. of the "uninsured motor vehicle" definition

- in the Uninsured Motorists Coverage endorsement;
2. You are legally entitled to recover the full amount of the loss from the owner or operator of the "uninsured motor vehicle"; and
 3. A specific premium charge in the Schedule or in the Declarations indicates that the Waiver of Collision Deductible provision applies to that vehicle.

Subject to the above, if you are legally entitled to recover only a percentage of the loss, we will pay that percentage of your deductible. However, if the amount of the loss is less than your deductible, we will pay the percentage of the loss you are legally entitled to recover.

In no event will we pay more than the amount of the loss.

The Arbitration and Duties After An Accident Or Loss provisions in the Uninsured Motorists Coverage endorsement apply to the Waiver of Collision Deductible provision.

IV. PART F - GENERAL PROVISIONS

Part F is amended as follows:

- A. The Our Right to Recover Payment provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

Paragraph A. of this provision does not apply to Part B.

- B. The Termination provision is amended as follows:

TERMINATION

1. Paragraph A. Cancellation is replaced by the following:

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this Policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this Policy:

- a. At least 10 days' notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days' notice in all other cases.
3. We will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses your "covered auto";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) 60 days prior to the most recent renewal or effective date of the policy and we had no notice of such suspension or revocation.

However, with respect to a suspended driver's license, such cancellation will not become effective if the suspension is removed prior to the time that the cancellation of the policy is to become effective; or

- c. If the policy was obtained through material misrepresentation; or
 - d. For substantial increase in hazard insured against.
2. Paragraph B. Nonrenewal is replaced by the following:

Nonrenewal

If we decide not to renew or continue this Policy, we will mail notice to the named insured shown in the Declarations at the address shown in this Policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, we will have the right not to renew or continue this Policy at each anniversary of its original effective date.

3. Section 3. of Paragraph D. Other Termination Provision is replaced by the following:

Other Termination Provisions

If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund,

if any, will be computed pro rata.
However, making or offering to make the
refund is not a condition of cancellation.

C. The following provision is added.

If the Mexico Coverage endorsement is
attached to this policy, the following
warning applies:

WARNING

Unless you have automobile insurance
written by a Mexican insurance company,
you may spend many hours or days in jail, if
you have an accident in Mexico. Insurance
coverage should be secured from a
company licensed under the law of Mexico
to write insurance in order to avoid
complications and some other penalties
possible under the laws of Mexico,
including the possible impoundment of your
automobile.

AUTOMOBILE AMENDATORY ENDORSEMENT

AS 2259 09 06

I. DEFINITIONS

The **Definitions** section is revised as follows:

A. The definition of **Your Covered Auto** is replaced with the following:

"Your Covered Auto "means:

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

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

B. The definition of **Newly Acquired Auto** is added as follows:

"Newly acquired auto":

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

For this definition to apply to a **newly acquired auto**, which is in addition to the vehicles listed in the Declarations, we must insure all other vehicles owned by you.

2. Coverage for a **newly acquired auto** is provided as described below. If you ask us to insure a **newly acquired auto** after a specified time

period described below has elapsed, any coverage we provide for a **newly acquired auto** will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage for Damage to Your Auto, a **newly acquired auto** will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner.

However, for this coverage to apply to a **newly acquired auto** that is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

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

- b. Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Five days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
- (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Five days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 5 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, an Other Than Collision deductible of \$500 will apply.

C. The definitions **NECESSARY MEDICAL** and **REASONABLE EXPENSES** are added as follows:

"Necessary medical" - when applied to services incurred by an insured under PART B - MEDICAL PAYMENTS COVERAGE - means services or supplies provided by a licensed hospital, licensed physician, or other licensed medical provider that, as determined by us or someone on our behalf, are:

1. Required to identify or treat an injury caused by an accident covered by this policy;
2. Consistent with symptoms, diagnosis, and treatment of the covered person's injury and appropriately documented in the covered person's medical records;
3. Provided in accordance with recognized standards of care for the covered person's injury at the time the charge is incurred;
4. Consistent with published practice guidelines and technology,

and assessment standards of national organizations or multi-disciplinary medical groups;

5. Not primarily for the convenience of the covered person, or his or her physician, hospital, or other health care provider;
6. The most appropriate supply or level of service that can be safely provided to the covered person; and
7. Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment.
8. Reasonable in terms of the charge for the service or supply provided.

However, **reasonable expenses** do not include expenses for any of the following:

1. Nutritional supplements or over-the-counter drugs;
2. Experimental services or supplies, which mean services or supplies that we determine, have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed.
3. Inpatient services or supplies provided to the covered person when these could safely have been provided to the covered person as an outpatient.

"Reasonable expenses" - when applied to medical services incurred by an insured under PART B - MEDICAL PAYMENTS COVERAGE - means the least of:

1. The actual charge;
2. The charge negotiated with a provider; or
3. The charge determined by us based on a methodology using a database designed to reflect amounts charged by providers of medical services or supplies within the same or similar

geographic region in which you receive your medical services or supplies. The database will reflect (a) service charge data regardless of the provider's specialty and (b) in the case of new procedures, services or supplies, or existing procedures, services or supplies for which there is little or no charge data, a comparison to commonly used procedures, services or supplies.

II. PART A - LIABILITY COVERAGE

The following exclusion 4. is added under paragraph B. of the Exclusions section of Part A:

4. Any vehicle, while being used for:
 - a. competing in; or
 - b. practicing or preparing for any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay.

III. PART B - MEDICAL PAYMENTS COVERAGE

The following exclusion 11. is added under the Exclusions section of Part B:

11. Sustained while **occupying** any vehicle while being used for:
 - a. competing in; or
 - b. practicing or preparing for any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay.

IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

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

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including their equipment, subject to **Customized Equipment Coverage**, minus any applicable deductible shown in the Declarations. If loss to more than one **your covered auto** or **non-owned auto** results from the same collision, only the highest applicable deductible will apply. We will pay for loss to **your covered auto** caused by:
 1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.

2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

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

- B. The following **Customized Equipment Coverage** provision is added under Part D:

CUSTOMIZED EQUIPMENT COVERAGE

- A. We will pay up to \$500 for theft or damage to **customized equipment** if the loss is caused by:
 1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

Payments shall be reduced by the applicable deductible. However, only one deductible will be applied for any one loss. If you or the owner of a **non-owned auto** keeps salvaged material, payments will also be reduced by the salvage value. In no way shall this coverage increase the limit of liability for **your covered auto** or any **non-owned auto**.

- B. "**Customized equipment**" means any parts, equipment and accessories including devices, extensions, furnishings, fixtures, finishings, and other alterations that:
 1. are permanently installed or attached by bolts or brackets;
 2. are removable from a housing unit that is permanently installed inside the auto;
 3. are permanently bonded to the vehicle by an adhesive or welding procedure; or

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4. change the appearance or performance of the vehicle including but not limited to any additions or alterations to the chassis, engine, exterior or interior of the auto.
This includes but is not limited to ground effects, specialty rims, performance tires, specialty paint or dye, roll bars, running boards, spoilers, special interior or exterior lighting, roof/trunk racks, and high performance engine components. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer are not considered **customized equipment**. This also includes any electronic equipment that is not necessary for the normal operation of the auto or the monitoring of the auto's operating system that is used solely for the reproduction of recorded material or used for transmitting or receiving audio, visual or data signals. However, such parts, equipment and accessories that were installed by the automobile manufacturer or licensed auto dealer or in a location the automobile manufacturer intended for such equipment, are not considered **customized equipment**.
- C. If you have purchased additional coverage for **customized equipment** we will pay up to the amount of coverage you have purchased in addition to the \$500 limit provided by the policy. This additional coverage must be shown in the Declarations.
- D. The most we will pay for parts, equipment and accessories that are:
 - a. not installed by the auto manufacturer or dealer and
 - b. permanently installed in or upon the auto
 is the actual cash value of the vehicle not including such parts, equipment and accessories.
- C. The **Transportation Expenses** provision of **Part D** is replaced by the following:
TRANSPORTATION EXPENSES
In addition, we will pay up to \$15 per day to a maximum of 30 days for any temporary transportation expenses incurred by you. This applies only in the event of the total theft of your

covered auto. We will pay only transportation expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when your covered auto is returned to use or we pay for its loss.

D. Exclusion 4. is replaced by the following:

4. We will not pay for loss to equipment that is not permanently installed in or upon **your covered auto** or any **non-owned auto**. This consists of any equipment that is either designed for the reproduction of sound or receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. radios and stereos;
 - b. tape decks;
 - c. compact disc players and burners;
 - d. digital video disc (DVD) players and burners;
 - e. citizens band radios;
 - f. scanning monitor receivers;
 - g. television monitor receivers;
 - h. global positioning system (GPS) receivers and/or components;
 - i. video cassette players and recorders;
 - j. audio cassette recorders; or
 - k. personal computers, which includes laptops, desktops, and personal digital assistants (PDA) or any other handheld device.

All accessories used with the above or similar equipment are also excluded.

E. Exclusion 13. is added as follows:

13. We will not pay for loss to **customized equipment** in excess of what is provided under Customized Equipment Coverage unless additional coverage has been purchased by endorsement and is shown in the Declarations.

F. Exclusion 14. is added as follows:

14. We will not pay for loss to tapes, records, discs or other media used with any sound reproducing or other electronic equipment.

G. Exclusion 15. is added as follows:

15. Loss to **your covered auto** or any **non-owned auto** while the car is being used for:

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- a. competing in; or
 - b. practicing or preparing for any organized racing, speed, demolition, stunt or performance contest or related activity whether or not for pay.
- H. Paragraph B of the **Limit of Liability** provision of **Part D** is added as follows:
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. In this case, the actual cash value consists of the value of the vehicle not including any **customized equipment**.

V. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

- A. Paragraph B. of **Part E** is replaced by the following:
- B. A person seeking any coverage must:
- 1. Cooperate with us in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to, allowing us to inspect damage to a vehicle covered by this policy.
 - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require, within 30 days of our request:
 - a. To physical and mental exams by physicians we select under terms we require. We will pay for these exams.

- b. To interviews and recorded statements without the need for us to conduct an examination under oath.
 - c. To examination under oath and subscribe the same.
4. Authorize us to obtain, within 30 days of our request:
- a. Medical reports; and
 - b. Other pertinent records, including but not limited to, information contained in or transmitted by any device located in or on the motor vehicle.
5. Submit a proof of loss when required by us within 30 days of our request.

VI. PART F - GENERAL PROVISIONS

Part F is amended as follows:

- A. The **Fraud** provision is replaced by the following:
- This policy will not provide coverage under any part of this policy for any insured or any other person or entity seeking benefits under this policy (whether before or after a loss) who:
- a. conceals or misrepresents any material fact or circumstance,
 - b. makes false statements or
 - c. engages in fraudulent conduct,
- any of which relate to a loss, an accident, this insurance or the application for this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - CALIFORNIA

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

SCHEDULE

Uninsured Motorists Coverage	Limit Of Liability	Premium		
		Auto 1	Auto 2	Auto 3
1. Bodily Injury	\$ each accident	\$ _____	\$ _____	\$ _____
2. Property Damage	\$3,500 each accident	\$ _____	\$ _____	\$ _____

I. Part C - Uninsured Motorists Coverage

Part C is replaced by the following:

As used in this endorsement, "you" and "your" refer to the "named insured" shown in the Declarations and spouse.

INSURING AGREEMENT

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

1. "Bodily injury" sustained by an "insured" and caused by an accident, and
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that "property damage" Uninsured Motorists Coverage applies to that auto. Only Items 1. and 4. under the definition of "uninsured motor vehicle" apply to "property damage".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle". With respect to coverage under Item 2. of the definition of "uninsured motor vehicle", we will pay only after the limits of liability under any liability bonds or policies applicable to the "uninsured motor vehicle" have been exhausted by payment of judgments or settlements. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

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

1. You or any "family member".
2. Any other person "occupying" "your covered auto".

3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person in 1. or 2. above.

However, with respect to coverage for "bodily injury", "insured" does not include any person who sustains "bodily injury" while "your covered auto" is being used as a public or livery conveyance. This exception does not apply to a share-the-expense car pool.

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

1. Loss of use of "your covered auto"; or
2. Damage to personal property contained in "your covered auto" other than a child passenger restraint system that:
 - a. Meets the applicable federal motor vehicle safety standards; and
 - b. Was in use by a child, or was damaged, at the time of the accident for which this coverage applies.

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

1. To which no liability bond or policy applies at the time of the accident.
2. Which, with respect to damages for "bodily injury" only, is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the accident but its limit for liability is less than the limit of liability for this coverage.

3. Which, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose owner or operator cannot be identified and which makes physical contact with:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage;
 - b. Refuses to admit coverage except conditionally or with reservation; or
 - c. Is or becomes insolvent.

With respect to coverage for "property damage", the accident must involve direct physical contact between "your covered auto" and the "uninsured motor vehicle", and:

1. The owner or operator of the "uninsured motor vehicle" must be identified; or
2. The "uninsured motor vehicle" must be identified by its license number.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

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

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by:
 - a. Any motor vehicle; or
 - b. A trailer of any type used with a motor vehicle; owned by that "insured" which is not insured for this coverage under this policy.
2. By any "family member" while "occupying", or when struck by any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim without our consent.

This Exclusion (B.1.) does not apply to a settlement made with the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle".

2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.2.) does not apply to a "family member" using "your covered auto" which is owned by you.

3. While "occupying" a motor vehicle rented or leased to that "insured" for use as a public or livery conveyance.

- C. We do not provide Uninsured Motorists Coverage for "property damage" sustained by any "insured" while "occupying" or when struck by any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy.

- D. This coverage shall not apply:

1. To "property damage" to:
 - a. A trailer of any type;
 - b. Any motor vehicle owned by you to which Collision Coverage applies under this policy; or
 - c. Any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy.

2. Directly or indirectly to benefit:

- a. Any insurer or self-insurer under any of the following or similar law:
 - (1) Workers' compensation law; or
 - (2) Disability benefits law.
- b. Any insurer of property.

3. Directly to the benefit of the United States or any state or political subdivision thereof.

- E. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

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

Our maximum limit of liability for all damages for "property damage" resulting from any one accident will be the lesser of:

1. The Limit of Property Damage Liability shown in the Schedule or in the Declarations;
2. The actual cash value of "your covered auto"; or
3. The amount of any deductible if there is valid and collectible Collision Coverage under any other policy.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss.

The limit of Bodily Injury Liability or Property Damage Liability shown in the Schedule or in the Declarations is the most we will pay regardless of the number of:

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

B. With respect to coverage under Item 2. of the definition of "uninsured motor vehicle", the limit of liability shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy; and
2. Paid or payable because of the "bodily injury" under any automobile medical payments coverage. This includes all sums paid under Part B.

C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.

D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any workers' compensation law exclusive of non-occupational disability benefits.

OTHER INSURANCE

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

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

ARBITRATION

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

1. Whether that person is legally entitled to recover damages under this coverage; or
2. As to the amount of damages; then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for

arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to "property damage", arbitration proceedings must be formally instituted by the "insured" within 1 year from the date of the accident. Disputes concerning coverage under this part may not be arbitrated.

B. Each party will:

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

C. Any decision of the arbitrator will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages.

II. Duties After An Accident Or Loss

Paragraph C. of Part E is replaced by the following:

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Send us copies of the legal papers if a suit is brought.

A person seeking coverage for "bodily injury" sustained in an accident involving a vehicle described in Item 2. of the definition of "uninsured motor vehicle" must:

1. Provide us with a copy of the complaint by personal service or certified mail, if the "insured" brings action against the owner or operator of the "uninsured motor vehicle".
2. Within a reasonable time, make available all pleadings and depositions for copying by us or furnish us copies at our expense.
3. Provide us with proof that the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

A person seeking Uninsured Motorists Coverage for "property damage" must also notify us or our agent within 10 business days of the accident.

III. General Provisions

Part F is amended as follows with respect to Uninsured Motorists Coverage:

A. The Legal Action Against Us Provision is replaced by the following:

LEGAL ACTION AGAINST US

No legal action may be brought against us until:

1. There has been full compliance with all the terms of the policy; and
2. With respect to an accident involving a vehicle described in Items 1., 3. and 4. of the definition of "uninsured motor vehicle", one of the following actions are taken within 1 year from the date of the accident:
 - a. Agreement as to the amount of damages for "bodily injury" due under this coverage has been concluded;
 - b. The "insured" or his legal representative has formally instituted arbitration proceedings by notifying us in writing. With respect to "bodily injury", such notification must be sent by certified mail, return receipt requested; or
 - c. Suit for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction. Written notice of the suit must be provided to us within a reasonable time after the "insured" knew or should have known of the uninsured status of the other motorist. In no event will such notice be required before one year from the date of the accident. Failure of the "insured" or his representative to provide such notice will not be a basis for a denial of coverage unless such failure prejudices our rights.

B. The Our Right To Recover Payment

Provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

1. Paragraph A. of this provision does not apply to coverage under Item 2. of the definition of "uninsured motor vehicle".
2. Paragraph B. of this provision does not apply to coverage under Items 1., 3. or 4. of the definition of "uninsured motor vehicle".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

EXCESS MEDICAL PAYMENTS COVERAGE ENDORSEMENT

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INSURING AGREEMENT

A. We will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury**:

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

We will pay only those expenses incurred within 3 years from the date of the accident.

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

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

C. The definitions NECESSARY MEDICAL and REASONABLE EXPENSES are added as follows:

"**Necessary medical**" - when applied to services incurred by an insured under PART B - MEDICAL PAYMENTS COVERAGE - means services or supplies provided by a licensed hospital, licensed physician, or other licensed medical provider that, as determined by us or someone on our behalf, are:

1. Required to identify or treat an injury caused by an accident covered by this policy;
2. Consistent with symptoms, diagnosis, and treatment of the covered person's injury and appropriately documented in the covered person's medical records;
3. Provided in accordance with recognized standards of care for the covered person's injury at the time the charge is incurred;
4. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;
5. Not primarily for the convenience of the covered person, or his or her physician, hospital, or other health care provider;
6. The most appropriate supply or level of service that can be safely provided to the covered person; and
7. Not excessive in terms of scope, duration, or intensity of care needed to

provide safe, adequate, and appropriate diagnosis and treatment.

8. Reasonable in terms of the charge for the service or supply provided.

However, reasonable expenses do not include expenses for any of the following:

1. Nutritional supplements or over-the-counter drugs;
2. Experimental services or supplies, which mean services or supplies that we determine, have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed.
3. Inpatient services or supplies provided to the covered person when these could safely have been provided to the covered person as an outpatient.

D. "**Reasonable expenses**" - when applied to medical services incurred by an insured under PART B - MEDICAL PAYMENTS COVERAGE - means the least of:

1. The actual charge;
2. The charge negotiated with a provider; or
3. The charge determined by us based on a methodology using a database designed to reflect amounts charged by providers of medical services or supplies within the same or similar geographic region in which you receive your medical services or supplies. The database will reflect (a) service charge data regardless of the provider's specialty and (b) in the case of new procedures, services or supplies, or existing procedures, services or supplies for which there is little or no charge data, a comparison to commonly used procedures, services or supplies.

EXCLUSIONS

We do not provide Medical Payments Coverage for any person for **bodily injury**:

1. Sustained while **occupying your covered auto** when it is being used to carry persons or property for a fee. But you and a family member are covered if injured in an accident while a passenger in a non-owned auto that is being used to carry people or property for a fee. This exclusion (2.) does not apply to a share-the-expense car pool.
2. Sustained while **occupying** any vehicle located for use as a residence or premises.
3. Occurring during the course of employment

if workers' compensation benefits and or disability benefits are required or available for the **bodily injury**.

4. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:

- a. owned by you; or
- b. furnished or available for your regular use.

5. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:

- a. owned by any **family member**; or
- b. furnished or available for the regular use of any **family member**.

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

6. Sustained while **occupying** a vehicle without a reasonable belief that that person is entitled to do so.

7. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**. This exclusion (8.) does not apply to **bodily injury** sustained while **occupying** a:

- a. private passenger auto;
- b. pickup or van that you own; or
- c. **trailer** used with a vehicle described in a. or b. above.

8. Caused by or as a consequence of:

- a. discharge of a nuclear weapon (even if accidental);
- b. war (declared or undeclared);
- c. civil war;
- d. insurrection; or
- e. rebellion or revolution.

9. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

- a. nuclear reaction;
- b. radiation; or
- c. radioactive contamination.

10. We will not pay for bodily injury to anyone using a vehicle if the vehicle is being used in an organized racing, speed, demolition or stunt contest or related activity.

11. We will not pay for any bodily injury to any insured while committing or attempting to commit a crime or avoid arrest. We will not pay for any bodily injury to anyone who is convicted of, or pleads no contest to guilty

to, operating a motor vehicle:

- a. under the influence of an illegal narcotic, hallucinogenic or habit-producing drug; or
- b. who is later found to have a blood alcohol concentration by weight of alcohol equal to or in excess of the legal limit of the jurisdiction where the violation occurred.

12. We will not pay for bodily injury which results from an act:

- a. that is intended by an insured to cause harm; or
- b. that an insured could reasonably expect would cause harm.

This exclusion applies whether or not an insured intended or expected the results of their act, so long as the resulting injury was a natural consequence of the act.

Mental disease, defect or other disorder of the insured, or the insured's being under the influence of drugs or alcohol shall not bar application of this exclusion. The intentional or reasonable expectation to cause **bodily injury** shall be determined as though any such condition of the insured did not exist.

LIMIT OF LIABILITY

a) Excess Basis

This coverage applies to all insureds on an excess basis only, except as provided below. This means that we will not pay for **necessary and appropriate medical expenses** or funeral services expenses of an insured covered under this part, when the insured is also covered under the provisions of any primary medical plan.

b) Primary basis

This coverage will apply on a primary basis to **necessary and appropriate medical expenses**, which are not covered under the applicable primary medical plans. This coverage will also apply on a primary basis to necessary and appropriate medical expenses over \$2,000 for each insured when the insured has no primary medical plan.

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

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

The limit of liability for each person for funeral services expenses is \$2,000.

If there is no primary medical plan covering expenses of an insured in effect on the date of the accident, we will pay only when eligible expenses exceed \$2,000. We will then pay only the excess amount up to the limit of liability for this coverage, as shown in your declarations.

This \$2,000 deductible applies separately to each person. But the deductible will not apply

1. to anyone other than the **named insured** and **family member**;
 2. to funeral service expenses; or
 3. if the coverage under the primary medical plan terminates within 30 days prior to the loss.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage;
1. **Part A** or **Part C** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

- C. The limit provided by this policy may not be stacked or combined with the Medical Payments limit provided by any other policy issued to you or a household resident by any of the Liberty Mutual Companies.
- D. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expense under **Part A** or **Part C**.
- E. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under **Part A** or **Part C**.

OTHER INSURANCE

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

AMENDMENT OF POLICY DEFINITIONS

THIS ENDORSEMENT CHANGES YOUR POLICY. IT REPLACES ALL OTHER REFERENCES TO THE SAME SECTIONS OF THE POLICY.

The following is added to item **A.** under the policy **DEFINITIONS**:

3. the partner in a civil union, registered domestic partnership or other similar union, with the "named insured" shown on the Declarations, if a resident of the same household.

The above, only applies if the civil union or partnership was validly entered into under the laws of any state, municipality, or territory of the United States or any other country.

If the spouse or partner defined above is no longer a resident in the same household during the policy period or prior to the inception of the policy, the spouse or partner will be considered "you" and "your" under this policy until the earlier of:

1. The end of 90 days following the change of residency;
2. The effective date of another policy listing the spouse or partner defined above as a named insured; or
3. The end of the policy period.

Paragraph **A.** of the **TRANSFER OF YOUR INTEREST IN THIS POLICY** is deleted. It is replaced with the following:

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations becomes deceased, coverage will be provided for:
1. the surviving spouse or partner in a civil union, registered domestic partnership or other similar union, if a resident of the same household at the time of death. Coverage applies to the spouse or partner as set forth herein, as if a named insured shown in the declarations; and
 2. the legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with regard to the representative's legal responsibility to maintain or use "your covered auto".

Section 1. only applies if the union or partnership is validly entered into under the laws of any state, municipality, or territory of the United States or any other country.

All other terms and conditions of this policy remain the same.

MEXICO EXTENSION ENDORSEMENT

AS 1006 (Ed. 12-89)

The coverage applying to "your covered auto" under Parts A, B and D of this policy also applies to accidents and losses while the automobile is in the Republic of Mexico, but not more than 75 miles from the United States border. This coverage is subject to these additional provisions:

1. The insurance applies only if, at the time of accident or loss, the automobile has not been in the Republic of Mexico more than 10 consecutive days.
2. We have no obligation to defend any suit and the Supplementary Payments provisions of Part A and the Transportation Expense provision of Part D do not apply.
3. In addition to the applicable limit of liability, we will pay (a) expenses you incur for first aid to others at the time of an accident for bodily injury covered by this policy and (b) reasonable expenses, except loss of earnings, you incur at our request.
4. No settlement of any claim or suit will obligate us under this endorsement without our written consent.
5. Except for Medical Payments Coverage, this insurance shall be excess over any other collectible insurance available to you as an insured under a policy applying to the automobile or otherwise. The Medical Payments Coverage shall be excess over any other collectible automobile medical payments insurance.
6. If a loss to "your covered auto" requires repair or replacement while the automobile is in Mexico, the most we will pay is the cost of the repair or replacement at the nearest point in the United States where it can be made.

WARNING - If you have an automobile accident in Mexico and don't have insurance written by an insurance company licensed in Mexico, you could spend many hours or days in jail. You should arrange for coverage from a licensed Mexican company to avoid complications and some other penalties possible under the laws of Mexico, including impounding of your car. (Liberty is not licensed to write insurance in Mexico.)

(See below for explanation)

IMPORTANT

This endorsement extends **LIMITED COVERAGE**.

Under Mexican law automobile insurance policies written by United States companies are not recognized or considered valid for accidents or losses occurring in Mexico. United States insurance companies are not permitted, directly or through Mexican agents, to assist their policyholders, investigate, settle or defend claims or suits in Mexico.

Notwithstanding the above we have included limited Mexican coverage (limited to 75 miles of the U.S. border and 10 consecutive days in Mexico) in your automobile insurance policy. This extension is made to Liberty policyholders because your U.S. coverage is broader than that extended by Mexican companies and it is possible, under certain conditions, to reimburse you for a loss on your return to the states.

If you are planning a motor trip into Mexico you should contact one of the many agents representing reliable Mexican insurance companies and purchase a short term "Special Automobile Policy for Tourists" to protect you during your stay in that country. You will find these agents in practically every American city or town near the border.

OPTIONAL TRANSPORTATION EXPENSES COVERAGE

AS 2225 06 13

The provisions and exclusions that apply to Part D - Coverage for Damage to Your Auto also apply to this endorsement except as changed by this endorsement.

Optional Transportation Expenses Coverage applies only if:

1. The loss is caused by other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto;
2. The loss is caused by **collision** only if the Declarations indicate that Collision Coverage is provided for that auto; and
3. **Your covered auto** or the **non-owned auto** is withdrawn from use for more than 24 hours. In the event of a total theft, the vehicle must have been reported missing for at least 48 hours.

OPTIONAL TRANSPORTATION EXPENSES COVERAGE

If:

1. You choose to allow us to make the rental car arrangements with a specific vendor; and
2. You choose to bring the damaged vehicle to a Total Liberty Care (TLC) facility for all repairs.

We will pay, without application of a deductible, temporary transportation expenses incurred by you for renting a substitute auto, as defined by our rental car provider, until the repairs are completed, when there is a loss to **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Transportation Expenses Coverage is afforded.

If you require a vehicle which exceeds the optional daily limit shown on the policy Declarations Page, and we make the arrangements, you will only have to pay the difference between the expense of the vehicle you choose and the optional transportation expenses daily limit shown in the policy Declarations Page.

OR

If you choose to make your own substitute vehicle arrangements, or choose a repair facility other than a Total Liberty Care (TLC) facility, or your vehicle is declared a total loss, the following applies for expenses incurred from companies in the business of renting vehicles:

When there is a loss to a **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Transportation Expenses Coverage is afforded, we will pay, without application of deductible, the daily amount shown on the policy Declarations Page for:

1. Additional transportation expenses incurred by you for renting a substitute auto.
2. Additional transportation expenses incurred by you for renting a substitute auto due to a total loss of **your covered auto**.
3. Loss of use expenses for which you become legally responsible in the event of loss to a **non-owned auto**.

All coverage provided by this endorsement shall only apply once for any single occurrence. Our payment will be limited to that period of time reasonably required to repair or replace **your covered auto** or the **non-owned auto**.

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**NUCLEAR, BIOLOGICAL, CHEMICAL & MOLD
EXCLUSION ENDORSEMENT**

AS 2228 07 05

THIS EXCLUSION APPLIES TO ALL COVERAGES PROVIDED BY THIS POLICY
INCLUDING ANY AND ALL ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

We **do not** provide coverage for loss, damage, injury, liability, cost or expense, due to or as a consequence of, whether controlled or uncontrolled or however caused:

- a. Nuclear exposure, reaction or explosion including resulting fire, smoke, radiation or contamination; and/or
- b. Biological or chemical attack or exposure to biological or chemical agents, or combination of such agents, including resulting contamination or pollution.

We **do not** provide coverage for loss, damage, injury, liability, cost or expense arising out of or aggravated by, in whole or in part, "mold, fungus, wet rot, dry rot, bacteria or virus."

"Mold, fungus, wet rot, dry rot, bacteria or virus" means any type or form of fungus, rot, virus or bacteria. This includes mold, mildew and any mycotoxins, other microbes, spores, scents or byproducts produced or released by mold, mildew, fungus, rot, bacteria, or virus.

SPLIT LIABILITY LIMITS

PP 03 09 04 86

SCHEDULE

Bodily Injury Liability	\$ _____	each person
	\$ _____	each accident
Property Damage Liability	\$ _____	each accident

The first paragraph of the Limit of Liability provision in Part A is replaced by the following:

LIMIT OF LIABILITY

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

accident. The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident. This is the most we will pay regardless of the number of:

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

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

SPLIT UNINSURED MOTORISTS LIMITS - CALIFORNIA

PERSONAL AUTO
PP 04 92 04 86

SCHEDULE

UNINSURED MOTORISTS COVERAGE				
		Premium		
	Limit of Liability	Auto1	Auto2	Auto3
Bodily Injury Liability	\$ _____ each person \$ _____ each accident	\$ _____	\$ _____	\$ _____

The first paragraph of the Limit of Liability provision in the Uninsured Motorists Coverage endorsement is replaced by the following:

LIMIT OF LIABILITY

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

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

PERSONAL AUTO
PP 13 01 12 99

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

I. Definitions

The following definition is added:

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

II. Part D - Coverage For Damage To Your Auto

The following exclusion is added:

We will not pay for:

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

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

PP 13 01 12 99

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TOWING AND LABOR COVERAGE

AS 2208 02 05

We will pay for emergency roadside assistance charges incurred each time "your covered auto" or any "non-owned auto" is disabled. This includes:

1. necessary towing charges when you call Liberty Mutual Roadside Assistance and allow us to make arrangements for the tow to the nearest repair facility from the place of disablement;
2. towing charges up to the amount shown on the policy Declarations Page when you either
 - a) arrange for the tow; or
 - b) request a tow to a repair facility other than the nearest repair facility from the place of disablement; or
3. when a tow is not required, labor charges incurred at the place of disablement, not to exceed the amount shown on the policy Declarations Page.

The nearest repair facility is determined by Liberty Mutual.

This coverage must be shown in the Declarations for the specific disabled vehicle which has this coverage.

If a "non-owned auto" is disabled, we will provide the coverage listed above only if you have purchased Towing and Labor Coverage for at least one "your covered auto" and it is shown in the Declarations.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

AS 2208 02 05

Liberty Mutual Insurance Group

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AUTOMATIC TERMINATION ENDORSEMENT

AS 1046 (Ed. 12-89)

The AUTOMATIC TERMINATION Provision in Part F of the policy is replaced with the following:

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

Notice of Membership in Liberty Mutual Holding Company Inc.

While this policy is in effect, the named insured first named in the Declarations is a member of Liberty Mutual Holding Company Inc. and is entitled to vote either in person or by proxy at any and all meetings of the members of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is in Boston, Massachusetts, on the second Wednesday in April each year at ten o'clock in the morning.

The named insured first named in the Declarations shall participate in the distribution of any dividends declared by us for this Policy. The amount of such Named Insured's participation is determined by the decision of our Board of Directors in compliance with any laws that apply.

Any provisions in the policy relating to:

1. Membership in Liberty Mutual Insurance Company or Liberty Mutual Fire Insurance Company; or
2. Entitlement to dividends as a member of Liberty Mutual Insurance Company or Liberty Mutual Fire Insurance Company

are deleted and replaced by the preceding paragraphs.

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 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
10949 North Mather Blvd.
Rancho Cordova, CA 95670

The Bureau of Automotive Repair can also accept complaints over its web site at:
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 Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at:
www.insurance.ca.gov

NOTICE OF PRIVACY POLICY

Liberty Mutual* values you as a customer and takes your personal privacy seriously. When you request a rate quotation, apply for insurance, request changes to your insurance policy or submit a claim, you disclose information about yourself or members of your family. This notice tells you how we treat the information we collect about you.

1. INFORMATION WE MAY COLLECT

We collect information about you from:

- Applications or other forms you complete, and information you provide to us over the telephone;
- Your business dealings with us and other companies;
- Your employer or association for Liberty Mutual Group products;
- Consumer reporting agencies, Motor Vehicle Departments, inspection services and medical providers; and
- Visits to our Liberty Mutual website.

2. TYPES OF INFORMATION WE MAY DISCLOSE

We may disclose the following about you:

- Information from your application or other forms, such as your name, date of birth, address, social security number, vehicle and driver information;
- Information about your transactions with us, our affiliates or others, such as your insurance coverages, payment history, and certain claims information; and
- Information we receive from third parties, such as your motor vehicle records and claims history.

3. TO WHOM INFORMATION MAY BE DISCLOSED

We do not disclose personal information about you to anyone unless allowed by law. We are allowed by law to provide information to:

- A third party that performs services for us, such as claims investigations, medical examinations, inspections, and appraisals or for roadside assistance or the repair of your vehicle if you have a claim;
- Our affiliated companies and reinsurers;
- Insurance regulators and reporting agencies;
- Consumer reporting agencies to obtain loss history information, motor vehicle reports, or credit report information where permitted by law;
- State Motor Vehicle Departments to obtain a report of any accidents or convictions or to confirm your compliance with compulsory motor vehicle liability insurance laws;
- Law enforcement agencies or other government authorities to report suspected illegal activities;
- A person or organization conducting insurance actuarial, or research studies;
- Companies that provide marketing services on our behalf, or as part of a joint marketing agreement with banks, credit unions, and affinity partners, or providers of annuity and financial products and services offered through us to our customers; and
- As otherwise permitted by law.

4. HOW WE PROTECT INFORMATION

We maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information. These safeguards comply with applicable laws. We retain your information for as long as required by law or regulation. The only employees or agents who have access to your information are those who must have it to provide products or services to you. We do not sell your information to mass marketing or telemarketing companies. Any information we share with third parties, such as those organizations which perform a service for us or market our products, is subject to appropriate confidentiality protections and may be used only for the purposes intended.

*This privacy notice is provided on behalf of the following Liberty Mutual companies and affiliates that provide personal automobile, homeowners, life insurance and annuities: Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, Liberty Insurance Corporation, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty Insurance Company of America, Liberty Northwest Insurance Corporation, Liberty Life Assurance Company of Boston, Liberty County Mutual Insurance Company (Texas only), Liberty Lloyds of Texas Insurance Company, LM Property and Casualty Insurance Company, Liberty Mutual Personal Insurance Company, Liberty Personal Insurance Company, Liberty Mutual Mid-Atlantic Insurance Company, LM General Insurance Company, American States Preferred Insurance Company, Consolidated Insurance Company, Wausau General Insurance Company, Wausau Underwriters Insurance Company and Wausau Business Insurance Company.

Choose The Payment Option That Works For You

We are committed to making billing easy and hassle free. That is why we offer a selection of billing and payment options to choose from.

PAYMENT OPTIONS

- **Electronic Funds Transfer (EFT).** Save time and money with our convenient EFT option. Once you enroll, your insurance payment will be withdrawn directly from your checking/savings account and there are no installment charges. As a convenience, we will make every attempt to issue any refunds due to your bank account from which the payment was received. Sign up by visiting LibertyMutual.com/EFT.
- **Recurring Credit Card*.** Save time with our recurring credit card option. Once you enroll, your insurance payment will be charged directly to your credit card. As a convenience, we will make every attempt to issue any refunds due to your credit card from which the payment was received. We accept all major credit cards including American Express, Visa, MasterCard and Discover. A charge will be applied to each installment unless paid in full.
- **Online.** Pay your bill online with eService at LibertyMutual.com/register. Click to register, or if you already have an eService account, simply login.
- **Direct Bill.** Choose a billing frequency (i.e. Monthly, Quarterly, Pay in Full , Pay in Two and Bi-Monthly) that is right for you and receive paper bills by mail. A charge will be applied to each installment unless paid in full.

*This option is available for most policy types.

REFUNDS

In most states and in most situations, any refunds owed will automatically be refunded in the same method your last payment was received. For example, if the last payment you made was with a credit card, we will apply your refund back to your credit card. We will refund electronic check payments back to your checking account instead of mailing you a check. Electronic check payments include:

- Check payments processed online at LibertyMutual.com
- A Liberty Mutual Service Rep initiated one-time check or EFT payment

However, we will typically mail a refund check in the following situations:

- The refund amount is greater than the last single payment amount received
- Your bank rejects an electronic refund
- Your credit card company rejects an electronic refund

FEES

- An installment charge may be applied to the outstanding account balance if there is a current installment amount due depending on the payment option chosen. You can avoid future installment charges by enrolling in Electronic Funds Transfer (EFT) payment option or paying the Account Balance in full.
- If we receive your payment after the due date, you may be charged a late fee of up to \$15.00. Late payments may affect your future premiums, your coverage or continuation of your policy.
- A **returned payment fee** may be charged for any payment not accepted by your financial institution.

If you have any questions please contact us at 1-408-577-1191/1-800-660-0351 and a representative will be happy to assist you.

Thank you for insuring with Liberty Mutual. We appreciate your business.



IMPORTANT NOTICE

IF A PROBLEM ARISES CONCERNING YOUR INSURANCE, LIBERTY MUTUAL WILL MAKE EVERY EFFORT TO RESOLVE THE MATTER. CALL YOUR LOCAL SALES OFFICE OR CONTACT US AT THE NUMBER BELOW FOR ASSISTANCE:

LIBERTY MUTUAL INSURANCE
P.O. BOX 970
MISHAWAKA, IN 46546
1-800-225-8285

WHENEVER THE COMPANY OR ITS AGENT HAS BEEN UNABLE TO RESOLVE A CONSUMER COMPLAINT AFFECTING THIS POLICY, THE BELOW LISTED STATE AGENCY MAY BE CONTACTED TO ASSIST THE COMPLAINANT IN PURSUING A RESOLUTION OF THE COMPLAINT:

CALIFORNIA DEPARTMENT OF INSURANCE
CONSUMER AFFAIRS DIVISION
300 SOUTH SPRING STREET
SOUTH TOWER
LOS ANGELES, CA 90013
1-800-927-HELP
(4357)

AUTO 3005 R3

Liberty Mutual Fire Insurance Company Notice of Membership in Liberty Mutual Holding Company Inc. and Notice of Annual Meeting

Your policy includes a statement regarding membership rights in Liberty Mutual Holding Company Inc. Liberty Mutual Fire Insurance Company is a Wisconsin stock insurance company subsidiary of Liberty Mutual Holding Company Inc., a Massachusetts mutual holding company. Insurance is provided by Liberty Mutual Fire Insurance Company. The named insured first named in the declarations is a member of Liberty Mutual Holding Company Inc.

As a member of Liberty Mutual Holding Company Inc., the named insured first named is entitled, among other things, to vote either in person or by proxy at the annual meeting or special meetings of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is at its offices located at 175 Berkeley Street, Boston, Massachusetts, on the second Wednesday in April each year at ten o'clock in the morning.

Members of Liberty Mutual Holding Company Inc. may request a copy of the company's annual financial statements, which are posted on Liberty Mutual's website at libertymutual.com, by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts, 02116, Attention: Corporate Secretary.

Disclosure to Liberty Mutual Policyholders Regarding Medical Payments

In most states, including those listed below, Liberty Mutual will pay or reimburse a Medical Provider's charge for medical treatment, medical service, medication or prosthesis covered by the Medical Payments or Personal Injury Protection coverage provided by your auto policy by paying (subject to applicable policy limits) the lowest of (a) the billed charge, (b) the 80th percentile charge indicated by the FAIRHealth medical-charge database for similar services in the same geographic area, (c) the amount authorized by a state mandated fee schedule or by another applicable law or regulation, or (d) the amount authorized by a written preferred-provider network or organization agreement to which the Medical Provider is a party. Liberty Mutual pays claims in this manner to comply with state regulations and policy language and to conserve insureds' limited PIP and MedPay benefits.

This disclosure applies to personal auto policies issued in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, Wisconsin and Wyoming.

"Liberty Mutual" means the insurance company issuing your auto policy and includes Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, The First Liberty Insurance Corporation, Liberty Personal Insurance Company, Liberty Insurance Corporation, Liberty Lloyds of Texas Insurance Company, LM General Insurance Company, and LM Personal Insurance Company.

"Medical Provider" means any hospital, clinic, pharmacy, physician, physician's assistant, chiropractor, nurse, nurse practitioner, emergency medical technician, and/or any other person or entity who claims or claimed a right to payment for providing medical treatment, medical services, medication, or prosthesis for an injury covered by the Medical Payments or Personal Injury Protection coverage provided by your auto policy.