

STATE OF WISCONSIN))SS
BROWN COUNTY)

I, Chasidy TerMaat, swear that I have confirmed our records as to the insurance issued to Jason Leng and Thavy Leng, 11 W Shadyview Dr, Pueblo West, CO 81007-5013. I can verify that the attached copy is a true and exact copy of the terms, conditions and exclusions contained in policy **AI03421188**, including coverage limits for effective dates of 01-01-2024 through 07-01-2024.

DocuSigned by:

Chasidy TerMaat

2/15/2024

-56EF235BB0A24FE...

Chasidy TerMaat
Senior Policy Operations Representative
American Family Connect Property and Casualty Insurance Company

American Family Connect Property and
Casualty Insurance Company
3500 Packerland Drive
De Pere, WI 54115-9070

RENEWAL DECLARATION

COLORADO
POLICY NUMBER: AI03421188
POLICY PERIOD: 01/01/2024 - 07/01/2024
12:01 AM Standard Time

LAPSE IN COVERAGE: NONE

Jason Leng
Thavy Leng
11 W SHADYVIEW DR
PUEBLO WEST, CO 81007-5013

FOR CLAIMS SERVICE CALL:
1-888-404-5365
FOR CLIENT SERVICE CALL:
1-888-404-5365

COVERAGE/LIMIT	31996 FORD F-250 SUPER	42019 TYTA LAND CRUISE	51999 MBNZ S420
MANDATORY COVERAGES:			
BODILY INJURY LIABILITY \$250,000 EACH PERSON \$500,000 EACH ACCIDENT	\$258.00	\$362.00	\$264.00
PROPERTY DAMAGE LIABILITY \$100,000 EACH ACCIDENT	INCL	INCL	INCL
OPTIONAL COVERAGES:			
MEDICAL EXPENSE \$5,000 EACH PERSON	\$24.00	\$36.00	\$33.00
UNINSURED MOTORIST PROPERTY DAMAGE ACTUAL CASH VALUE DEDUCTIBLES CAR 3-\$250	\$7.00	N/A	N/A
COLLISION (COV. D-1) DEDUCTIBLES CAR 4-\$500 5-\$500	NONELECT	\$310.00	\$122.00
COMPREHENSIVE DEDUCTIBLES CAR 4-\$250 5-\$250	NONELECT	\$1,007.00	\$300.00
TOWING AND LABOR COSTS	NONELECT	NONELECT	NONELECT
RENTAL EXPENSE	NONELECT	NONELECT	NONELECT
AUTOMOBILE THEFT PREVENTION FEE *	\$0.50	\$0.50	\$0.50
TOTAL SEMIANNUAL PREMIUM PER VEHICLE	\$289.50	\$1,715.50	\$719.50

UNINSURED/UNDERINSURED MOTORIST - \$249.00
BODILY INJURY - NON-STACKED
\$250,000 EACH PERSON
\$500,000 EACH ACCIDENT

Uninsured/Underinsured Motorist Bodily Injury coverage applies to all vehicles on the policy, except those that are in storage.

TOTAL SEMIANNUAL PREMIUM - \$4,367.00

* We are required by Colorado law to collect a surcharge of \$0.50 per vehicle every six months to fund the Colorado Automobile Theft Prevention Fee Program.

Coverage is provided only when both a premium and limit are shown.



DRIVER INFORMATION

~ 1. Jason Leng
~ 2. Thavy Leng
~ 3. Erica Leng

~ 4. Aspen Leng
5.
6.

~ QUALIFIES FOR SAFE DRIVING HISTORY

CAR INFORMATION**CARS KEPT AT LOCATION OTHER THAN RESIDENCE**

1996 FORD 1FTHX26F1TEB65830
4,100 AVERAGE ANNUAL MILES
2019 TYTA JTM CY7AJXK4075497
11,200 AVERAGE ANNUAL MILES
1999 MBNZ WDBGA43G4XA432413
5,500 AVERAGE ANNUAL MILES
2010 TYTA JTDKN3DU6A5225679
6,900 AVERAGE ANNUAL MILES
2008 BUIK 1G4HD57218U101897
5,000 AVERAGE ANNUAL MILES
1989 HOND JH MED9366KS014778
2,000 AVERAGE ANNUAL MILES

YOUR POLICY HAS THE FOLLOWING DISCOUNTS:

MULTI-CAR, PREMIER SAFETY, FULL COVERAGE, FULL PAYMENT PLAN, ELIG-ACCD FORGIVENESS, TENURE, MULTI PRODUCT, COSTCO

1996 FORD - ABS
2019 TYTA - ABS, GARAGED, DUAL AND SIDE AIRBAGS
1999 MBNZ - DUAL AIRBAG, ABS, GARAGED
2010 TYTA - ABS, GARAGED, DUAL AND SIDE AIRBAGS
2008 BUIK - ABS, GARAGED, DUAL AND SIDE AIRBAGS
1989 HOND - SINGLE AIRBAG, GARAGED

YOUR POLICY HAS THE FOLLOWING ENDORSEMENTS:

AMENDATORY ENDORSEMENT
SPECIAL EQUIPMENT/CUSTOMIZATION: NONE

LIENHOLDER INFORMATION

American Family Connect Property and
Casualty Insurance Company
3500 Packerland Drive
De Pere, WI 54115-9070

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FOR CLIENT SERVICE CALL:
1-888-404-5365

COVERAGE/LIMIT	6 2010 TYTA PRIUS	8 2008 BUIK LUCERNE CXL	10 1989 HOND CRX SI
MANDATORY COVERAGES:			
BODILY INJURY LIABILITY \$250,000 EACH PERSON \$500,000 EACH ACCIDENT	\$367.00	\$345.00	\$237.00
PROPERTY DAMAGE LIABILITY \$100,000 EACH ACCIDENT	INCL	INCL	INCL
OPTIONAL COVERAGES:			
MEDICAL EXPENSE \$5,000 EACH PERSON	\$26.00	\$32.00	\$21.00
UNINSURED MOTORIST PROPERTY DAMAGE ACTUAL CASH VALUE DEDUCTIBLES CAR 8-\$250 10-\$250	N/A	\$13.00	\$10.00
COLLISION (COV. D-1) DEDUCTIBLES CAR 6-\$500	\$147.00	NONELECT	NONELECT
COMPREHENSIVE DEDUCTIBLES CAR 6-\$250	\$194.00	NONELECT	NONELECT
TOWING AND LABOR COSTS	NONELECT	NONELECT	NONELECT
RENTAL EXPENSE	NONELECT	NONELECT	NONELECT
AUTOMOBILE THEFT PREVENTION FEE *	\$0.50	\$0.50	\$0.50
TOTAL SEMIANNUAL PREMIUM PER VEHICLE	\$734.50	\$390.50	\$268.50

UNINSURED/UNDERINSURED MOTORIST - \$249.00
BODILY INJURY - NON-STACKED
\$250,000 EACH PERSON
\$500,000 EACH ACCIDENT

Uninsured/Underinsured Motorist Bodily Injury coverage applies to all vehicles on the policy, except those that are in storage.

TOTAL SEMIANNUAL PREMIUM - \$4,367.00

* We are required by Colorado law to collect a surcharge of \$0.50 per vehicle every six months to fund the Colorado Automobile Theft Prevention Fee Program.

Coverage is provided only when both a premium and limit are shown.



Amendment of Policy Provisions – Colorado

*This amendment changes the policy.
Please read it carefully.*

Definitions Used Throughout This Policy

The following definitions are replaced:

- A. Throughout this policy **you** and **your** refer to the named insured shown in the Declarations and:

1. The spouse; or
2. A party who, with the named insured, has entered into a civil union recognized under Colorado law;

if a resident of the same household.

If the spouse or party, who has entered into a civil union ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered you and your under this policy but only until the earlier of:

- a. The end of 90 days following that person's change of residency;
 - b. The effective date of another policy listing the spouse as a named insured; or
 - c. The end of the policy period.
3. **Family member** means a person related to you by blood, marriage, civil union recognized under Colorado law, or adoption, who is a resident of your household. This includes a ward or foster child.
6. **Non-owned vehicle** means a **private passenger vehicle**, **utility vehicle** or **trailer** not owned by, furnished to or available for regular use of either you or a **family member**. You or a **family member** must be using the **private passenger vehicle**, **utility vehicle** or **trailer** with the permission of the owner. Any vehicle(s) or **trailer(s)** rented, leased or used by you or a **family member** for more than 30 days in a 12-month period will be considered as furnished for your regular use.

Part I – Liability

The Insuring Agreement is replaced by the following:

In exchange for the premium paid and shown on the Declarations, we will pay damages for which an **insured** becomes legally responsible because of **bodily injury** or

property damage resulting from the ownership, maintenance or use of an **insured vehicle**. We will settle or defend, as we consider appropriate, any claim or lawsuit asking for damages which are payable under the terms of this policy.

Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any lawsuit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

Exclusions

Exclusion 5 is replaced by the following:

5. **Bodily injury** or **property damage** sustained by any person while using or **occupying** any vehicle:
- a. While being used to carry persons or property for compensation or a fee;
 - b. While being used for retail or wholesale delivery, including but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food; or
 - c. While being used by any **insured** who is logged into the digital network or the online application of a transportation network company to provide ridesharing services, whether or not a passenger is **occupying** the vehicle.

This exclusion does not apply to shared-expense carpools.

The following exclusion is added:

14. **Bodily injury** or **property damage** while your **insured vehicle** is:
- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**; or
 - c. While it is rented to or leased to others by an **insured**.

Our duty to defend does not extend to an accident arising out of the use of any vehicle while rented or leased to others or being used in a personal vehicle sharing program.

Part II – Medical Expense Coverage

Exclusions

Exclusion 2 is replaced by the following:

2. Sustained while using or **occupying** any vehicle:
 - a. While being used to carry persons or property for compensation or a fee;
 - b. While being used for retail or wholesale delivery, including but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food; or
 - c. While it is being used by any **insured** who is logged into the digital network or the online application of a transportation network company to provide ridesharing services, whether or not a passenger is **occupying** the vehicle.

This exclusion does not apply to shared-expense carpools.

The following exclusion is added:

15. Sustained while **occupying** any vehicle:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**; or
 - c. While it is rented to or leased to others by an **insured**.

Our duty to defend does not extend to an accident arising out of the use of any vehicle while rented or leased to others or being used in a personal vehicle sharing program.

The **Assignment of Payments of Covered Expenses** is replaced by the following:

Assignment of Payments of Covered Expenses

1. An **insured** may assign, in writing, payments of expenses for services provided to the **insured** that are covered under Part II of the policy to:
 - a. A licensed hospital or other licensed health care provider as defined in COLO. REV. STAT. SECTION 10-4-601;
 - b. An occupational therapist as defined in COLO. REV. STAT. SECTION 12-270-104 (9);
 - c. An occupational therapy assistant as defined in COLO. REV. STAT. SECTION 12-270-104 (11); or
 - d. A massage therapist as defined in COLO. REV. STAT. SECTION 12-235-104 (5).

2. If an **insured** assigns such payments, we will pay

expenses for services covered under Part II directly to the licensed hospital or other licensed health care provider, occupational therapist, occupational therapy assistant, or massage therapist described in Paragraph 1.

Part III – Uninsured Motorist Coverage

Bodily Injury Coverage

Exclusions

Exclusion A.2. is replaced by the following:

A.2. While using or **occupying** any vehicle:

- a. While being used to carry persons or property for compensation or a fee;
- b. While being used for retail or wholesale delivery, including but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food; or
- c. When any **insured** is logged into the digital network or the online application of a transportation network company to provide ridesharing services.

This exclusion does not apply to shared-expense carpools.

The following exclusion is added:

A.4. While **occupying** any vehicle:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**; or
- c. While it is rented to or leased to others by an **insured**.

Our duty to defend does not extend to an accident arising out of the use of any vehicle while rented or leased to others or being used in a personal vehicle sharing program.

Property Damage Coverage

Exclusions

Exclusion A.3. is replaced by the following:

A.3. To your **insured vehicle** which occurs:

- a. While being used to carry persons or property for compensation or a fee;
- b. While being used for retail or wholesale delivery, including but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food; or

- c. When any person is logged into the digital network or the online application of a transportation network company to provide ridesharing services whether or not a passenger is **occupying** the vehicle.

This exclusion does not apply to shared-expense carpools.

The following exclusion is added:

A.6. To any vehicle:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**; or
- c. While it is rented to or leased to others by an **insured**.

Our duty to defend does not extend to an accident arising out of the use of any vehicle while rented or leased to others or being used in a personal vehicle sharing program.

Part IV – Coverage for Damage to Your Vehicle

Exclusions

Exclusion 1 is replaced by the following:

- 1. To your **insured vehicle** or any **non-owned vehicle** which occurs:
 - a. While being used to carry persons or property for compensation or a fee;
 - b. While being used for retail or wholesale delivery, including but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food; or
 - c. When any person is logged into the digital network or the online application of a transportation network company to provide ridesharing services whether or not a passenger is **occupying** the vehicle.

This exclusion does not apply to shared-expense carpools.

The following exclusion is added:

17. To any vehicle:

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

- c. While it is rented to or leased to others by an **insured**.

Our duty to defend does not extend to an accident arising out of the use of any vehicle while rented or leased to others or being used in a personal vehicle sharing program.

Part VII – General Provisions

Transfer of Interest is replaced by the following:

Transfer of Your Interest in this Policy

Your rights and duties under this policy may not be assigned without our advance written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

- 1. The surviving
 - a. Spouse; or
 - b. A party who entered into a civil union with the named insured;

if a resident of the same household at the time of death. Coverage applies to the spouse or party who has entered into a civil union with the named insured 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 **insured vehicle**.

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

Your Auto Policy

Colorado

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**Please read this policy carefully.
It's a contract between you and us.**

Duties After an Accident Or Loss

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

1. 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.
2. A person seeking any coverage must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or lawsuit.
 - b. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - c. Submit, as often as we reasonably require:
 - 1) To medical exams by physicians we select. We will pay for these exams.
 - 2) To answer questions under oath when we ask and by any person we request. They shall do so separately, outside the presence of any other person who may be requested to answer questions under oath in connection with the loss. They must also sign copies of the answers.
 - d. Authorize us to obtain medical reports and other pertinent records.
 - e. Submit a signed proof of loss when required by us.
3. A person claiming Uninsured Motorist Coverage must also:
 - a. Within 24 hours from the date of accident, notify the police if a hit-and-run driver is involved.
 - b. Promptly send us copies of the legal papers if a lawsuit is brought.
4. A person or organization claiming Coverage for Damage to Your Vehicle must also:
 - a. Take reasonable steps after loss to protect your **insured vehicle** and its equipment from further damage or loss. We will pay reasonable expenses incurred to do this.
 - b. Promptly notify the police if your **insured vehicle** or any **non-owned vehicle** is stolen. Provide a copy of the stolen vehicle report to us upon our request.
 - c. Permit us to inspect and appraise the damaged property before its repair or disposal.

Agreement

In consideration of the representations in your Application and any renewal of this policy, and if you pay your premium as due, we will provide you with the:

1. Types of coverage; and
2. Limits of liability;

for which you have paid a premium, as shown in the Declarations.

Definitions Used Throughout This Policy

A. Throughout this policy **you** and **your** refer to:

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

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

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

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

C. Other words and phrases are defined. They are bolded when used.

1. **Bodily injury** means physical harm, sickness or disease, including death which results. **Bodily injury** does not include any punitive or exemplary damages, fines or penalties.

2. **Business** means a:

- a. Trade;
- b. Profession; or
- c. Occupation.

whether engaged in full or part-time.

3. **Family member** means a person who is a resident of your household and who is related to you by blood, marriage, or adoption. This includes a ward or foster child. Your unmarried dependent children while

away from home to:

- a. Attend school full time, as defined by the school; and are under the age of 25; or
- b. Serve in the armed forces;

will be considered a resident if they intend to continue residing in your household.

4. **Insured vehicle** means:

- a. Any vehicle shown in the Declarations.
- b. A **newly acquired vehicle**.
- c. A **non-owned vehicle**.
- d. A **trailer** while attached to an **insured vehicle**.

5. **Newly acquired vehicle** means a vehicle you become the owner of during the policy period.

This vehicle will be covered by us for 30 days from the date you become the owner if:

- a. We insure all other **vehicle(s)** you own;
- b. The **newly acquired vehicle** is not covered under any other automobile insurance policy; and
- c. We accept the risk and you agree to pay the additional premium.

During this period, the **newly acquired vehicle** will have the broadest coverage we provide for any vehicle shown in the Declarations. Coverage will be provided only for 30 days unless:

- a. You ask us to insure the **newly acquired vehicle** within 30 days after you become the owner;
- b. We agree to provide the coverage you select for this **newly acquired vehicle**; and
- c. You pay the additional premium.

A **newly acquired vehicle** does not include any vehicle you do not intend to register and principally garage in Colorado.

6. **Non-owned vehicle** means a **private passenger vehicle**, **utility vehicle** or **trailer** not owned by you or furnished for the regular use of you or any **family member**. You or a **family member** must be using the vehicle, **utility vehicle** or **trailer** within the scope of permission given by its owner. A vehicle rented, leased or used by you or a **family member** for more than 30 days in a 12 month period will be considered as furnished for your regular use.

7. **Occupying** means in, on, entering into or alighting from a vehicle.

8. **Personal effects** mean such personal property that may be worn or carried on or about a person. Such personal

property is usually associated with a person or customarily used in personal hobby, sporting or recreational activities and is not used for the production of income at any time. **Personal effects** does not include money, gift cards or certificates, credit or debit cards, money orders or cashier checks or portable multimedia players or any electronic equipment that reproduces, receives or transmits audio, visual or data signals.

9. **Private passenger vehicle** means a four-wheel motor vehicle of the private passenger type that is subject to motor vehicle registration and designed to be used on public roads.

10. **Property damage** means damage to or destruction of property, including loss of its use. **Property damage** does not include punitive or exemplary damages, fines or penalties.

11. **Race or speed contest** means the use of any vehicle to:

- a. Compete in; or
- b. Practice or prepare for;

any pre-arranged or organized race, speed, stunt or derby or stunting activity or any similar activity.

12. **State** means the District of Columbia, any **state**, territory or possession of the United States, and any province in Canada.

13. **Trailer** means a vehicle designed to be pulled by a **private passenger vehicle**. It also includes a farm wagon or farm implement while pulled by a **private passenger vehicle** or **utility vehicle**. This does not include a **trailer** used as an office, store, display or passenger trailer.

14. **Utility vehicle** means a vehicle of the pick-up, van or panel truck type that has a rated load capacity of 2,000 pounds or less. **Utility vehicle** does not include any vehicle used in a **business** or occupation other than farming or ranching.

Part I - Liability

Insuring Agreement

A. We will pay, up to the liability limit that applies:

1. Damages that an **insured** is legally responsible to pay for **bodily injury** or **property damage** because of a motor vehicle accident;
2. Pre-judgment interest on that part of any judgment we owe; and
3. Courts costs awarded against an **insured**, in any action we defend, on that part of any damages we owe.

- B. We will settle or defend, as we deem appropriate, any claim or lawsuit seeking damages payable under this Part. We have the sole right to select the attorney to defend any claim or lawsuit.
- C. Limitations.
1. We have no duty to defend or settle any claim or lawsuit not covered by this Part.
 2. Our duty to settle or defend ends when the amount we owe for this coverage is exhausted by payment of judgments or settlements.
 3. We have no duty to defend any criminal or administrative action.

Additional Definitions

Insured as used in this Part means:

1. You or a **family member** for the ownership, maintenance or use of a vehicle or **trailer**.
2. Any person using your **insured vehicle** with your express or implied permission and within the scope of that permission.
3. For your **insured vehicle**, 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 vehicle or **trailer**, other than your **insured vehicle**, 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 (4.) applies only if the person or organization does not own or hire the vehicle or **trailer**.

Additional Payments

We will pay the following for a claim or lawsuit to which this Part applies. These payments will not reduce the limit of liability:

1. Costs we incur in the settlement of a claim or defense of a lawsuit.
2. Expenses incurred by the **insured** at our request to attend a proceeding or trial. This includes:
 - a. Actual lost earnings up to \$200 per day; and
 - b. Actual travel and other reasonable expenses approved by us.
3. Post-judgment interest accruing on that part of any judgment we owe. Our duty to pay interest ends when we offer to pay, or deposit in court that part of the judgment

which does not exceed our limit of liability under this Part.

4. Costs we incur if we decide to appeal a judgment for covered damages. However, we will only pay the cost of an appeal bond for the damages we owe.
5. Up to \$300 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 by this Part.

Exclusions

A. We do not provide Liability Coverage for:

1. **Bodily injury** or **property damage** intentionally caused by an **insured**.
2. For any **insured** who directs to cause **bodily injury** or **property damage**.
3. **Property damage** to property:
 - a. Owned by;
 - b. Rented to;
 - c. Used by;
 - d. Transported by; or
 - e. In the care of ;

that **insured**.

This Exclusion (A.3) does not apply to **property damage** to a residence or private garage.

4. **Bodily injury** to an employee of an **insured** during the course of employment.

This Exclusion (A.4) does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

5. **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle when it is being used to carry persons or property for a charge or while available for hire by the public.

This Exclusion (A.5.) does not apply to shared-expense car pool.

6. **Bodily injury** or **property damage** while employed or otherwise engaged in the **business** of:
 - a. Selling,
 - b. Repairing,
 - c. Servicing,
 - d. Storing; or

- e. Parking vehicles;

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

This Exclusion (A.6.) does not apply to the ownership, maintenance or use of your **insured vehicle** by:

- a. You or a **family member**; or
- b. Any partner, agent or employee of you or any **family member**.

- 7. **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle while an **insured** is employed or engaged in any **business** (other than farming or ranching) not described in Exclusion 6.

This Exclusion does not apply to the maintenance or use of a:

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

- 8. **Bodily injury** or **property damage** which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
- 9. For you or any **family member** for **bodily injury** to any **family member**.
- 10. **Bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to you.
- 11. Liability assumed by an **insured** under any contract or agreement.
- 12. **Bodily injury** or **property damage** caused by war, whether or not declared, civil war, insurrection, rebellion or revolution.
- 13. **Bodily injury** or **property damage** which arises out of or based upon the attempted or actual transmission of AIDS, HIV, herpes, syphilis, gonorrhea or any other communicable disease, regardless of whether the attempted or actual transmission is caused wholly or in part by any action by an **insured**.

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

- 1. Any vehicle which:
 - a. Has fewer than four wheels; or

- b. Is modified or designed mainly for use off public roads.

This Exclusion (B.1) does not apply:

- a. While such vehicle is being used by an **insured** in a medical emergency;
 - b. To any **trailer**; or
 - c. To any non-owned golf cart.
- 2. Any vehicle, other than an **insured vehicle**, which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 - 3. Any vehicle, other than an **insured vehicle**, which is:
 - a. Owned by a **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**.
- 4. Any motor vehicle used in a **race or speed contest**.

Limit of Liability

- 1. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is the most we will pay for all damages arising out of **bodily injury** sustained by any one person in any one auto accident. This includes all damages for claims derived or resulting from such **bodily injury**, including claims for:
 - a. Loss of care, loss of services or loss of consortium.
 - b. Emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another.
 - c. Consequential damages sustained by others.
 - d. The death of any person.
- 2. Subject to the liability limit for each person, the Bodily Injury Liability limit shown in the Declarations for each accident is the most we will pay for all damages arising out of **bodily injury** sustained by two or more persons in any one accident.
- 3. The Property Damage Liability limit shown in the Declarations for each accident is the most we will pay for all **property damage** resulting from any one accident.
- 4. The liability limits shown in the Declarations are the

most we will pay regardless of the number of:

- a. Policies.
- b. Vehicles involved in the accident.
- c. **Insureds.**
- d. Claims made.
- e. Premiums paid or vehicles shown in the Declarations.

THIS MEANS THAT NO STACKING OR AGGREGATION OF AUTOMOBILE LIABILITY INSURANCE-BODILY INJURY AND PROPERTY DAMAGE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

5. If none of the vehicles shown in the Declarations is involved in the accident, the highest limit of liability shown in the Declarations for any one vehicle will apply.
6. A vehicle and attached **trailer** are considered one vehicle. Therefore, the liability limit will not be increased for an accident involving a vehicle while a trailer is attached.
7. No one will be entitled to receive duplicate payments for the same elements of loss under this Part and Part II and Part III of this policy.

Other Insurance

If there is other applicable liability insurance:

1. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for your **insured vehicle**, shall be excess over any other collectible insurance providing coverage on a primary basis.
2. The loss will be paid in accordance with the following procedure:
 - a. All applicable policies will pay on an equal basis with all other policies providing coverage on the same level of priority, either primary or excess, until the policy with the lowest limit of liability is exhausted.
 - b. If any loss remains and there:
 - 1) Are two or more remaining policies whose applicable limits of liability have not been exhausted, then such policies will continue to pay in accordance with Paragraph a.
 - 2) Is one policy remaining, then such policy will continue to pay until its limit of liability has been exhausted.

Conformity with State Financial Responsibility Laws

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

Out-of-State Insurance

If a motor vehicle accident to which this policy applies occurs in any **state** other than the one in which this policy is issued, we will interpret your policy for that accident as follows:

1. If the **state** or province has:
 - a. 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.
 - b. 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.
2. No one will be entitled to duplicate payments for the same elements of loss.

Part II – Medical Expense Coverage

Insuring Agreement

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

1. Caused by a motor vehicle accident covered under this Part; and
2. Sustained by an **insured** and caused by an accident.

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

For this Part only, **reasonable** means expenses that are the lowest of the following:

1. The usual and customary fees charged by healthcare providers for similar services in the geographic area where the charges are incurred;
2. Fees agreed to by the **insured's** healthcare provider and us;
3. Fees agreed to by the **insured's** healthcare provider and a third party we have contracted with; or
4. The **insured's** actual billed amount after any review or reduction by a healthcare provider.

We have a right to:

1. Obtain and use:

- a. Peer reviews, and
- b. Medical bill reviews

to determine if the fees charged are reasonable and necessary.

2. Use a medical examination of the injured person to determine if:

- a. The motor vehicle accident caused the **bodily injury**, and
- b. The expenses charged are reasonable and medically necessary.

3. Contract with third parties who have agreements with healthcare providers to charge fees determined by that agreement.

4. Pay the **insured** or the healthcare provider who may be legally entitled to be paid for the expenses.

Additional Definitions

Insured as used in this Part means:

1. You or any **family member**:

- a. While **occupying**, maintaining or using; 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**, maintaining or using your **insured vehicle**.

Exclusions

We do not provide Medical Expense Coverage for any **insured** for **bodily injury**:

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.

2. Sustained while **occupying** your **insured vehicle** when it is being used to carry persons or property for a charge or while available for hire by the public.

This Exclusion does not apply to shared-expense car pool.

3. Sustained while **occupying** any vehicle or trailer being used 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 **insured vehicle**) 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 **insured vehicle**) which is:

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

However, this Exclusion does not apply to you.

7. Sustained while **occupying** a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion does not apply to a **family member** using your **insured vehicle** which is owned by you.

8. Sustained while **occupying** a vehicle (other than a **private passenger vehicle**) when it is being used in a **business** or occupation of an **insured**.

9. Which may reasonably be expected to result from the intentional act of an **insured** or which are in fact intended by an **insured**.

10. 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.

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

- a. Nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination.

12. Sustained while **occupying** any vehicle used in a **race or speed contest**.

13. Which arises out of or based upon the attempted or actual transmission of AIDS, HIV, herpes, syphilis, gonorrhea or any other communicable disease, regardless of whether the attempted or actual transmission is caused wholly or in part by any action by an **insured**.

14. Which arises directly or indirectly in whole or in part, out of the actual, alleged or threatened inhalation, ingestion of, contact with, exposure to, existence of or presence of any mold or fungi.

Limit of Liability

The Medical Expense Liability limit shown in the Declarations is the most we will pay 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.

THIS MEANS THAT NO STACKING OR AGGREGATION OF MEDICAL EXPENSE COVERAGE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

Assignment of Payments of Covered Expenses

1. An **insured** may assign, in writing, payments of expenses for services provided to the **insured** that are covered under Part II of the policy to:
 - a. A licensed hospital or other licensed health care provider as defined in COLO. REV. STAT. SECTION 10-4-601;
 - b. An occupational therapist as defined in COLO. REV. STAT. SECTION 12-40.5-103; or
 - c. A massage therapist as defined in COLO. REV. STAT. SECTION 12-35.5-103.
2. If an **insured** assigns such payments, we will pay expenses for services covered under Part II directly to the licensed hospital or other licensed health care provider, occupational therapist or massage therapist described in Paragraph 1.

Other Insurance

If there is other applicable auto medical payments insurance:

1. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for your **insured vehicle**, shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.
2. The loss will be paid in accordance with the following procedure:
 - a. All applicable policies will pay on an equal basis with all other policies providing coverage on the same level of priority, either primary or excess, until

the policy with the lowest limit of liability is exhausted.

- b. If any loss remains and there:

- 1) Are two or more remaining policies whose applicable limits of liability have not been exhausted, then such policies will continue to pay in accordance with Paragraph a.
- 2) Is one policy remaining, then such policy will continue to pay until its limit of liability has been exhausted.

Part III – Uninsured Motorist Coverage

Bodily Injury 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 lawsuit 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** or using your **insured vehicle**.
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 B.1. or B.2. above.

No person shall be considered an **insured** if that person uses a vehicle without a reasonable belief of having permission to use the vehicle.

- 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 but the amount paid for **bodily injury** under that bond or policy to an **insured** is not enough to pay the full amount the **insured** is legally entitled to recover as damages. We

will only pay if:

- 1) The limits of liability under any bodily injury liability bonds or policies applicable to the **uninsured motor vehicle** have been exhausted by payment of judgments or settlements; or
- 2) A tentative settlement has been made between an **insured** and the insurer of the **uninsured motor vehicle** and we:
 - i. Have been given prompt written notice of such tentative settlement; and
 - ii. Advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Which is a hit-and-run vehicle. This means a vehicle:
 - a. Whose operator or owner cannot be identified; and
 - b. Which hits or which causes an accident resulting in **bodily injury** without hitting:
 - 1) You or any **family member**;
 - 2) A vehicle which you or any **family member** are **occupying**; or
 - 3) Your **insured vehicle**.

If there is no physical contact with the hit-and-run vehicle, the facts of the accident must be proved. We will only accept competent evidence from someone other than the person making a claim under this or similar coverage.

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - 1) Denies coverage; or
 - 2) Is or becomes insolvent.
5. Whose owner or operator cannot be located after a reasonable attempt for service of process and either:
 - 1) Service of process on the insurer as authorized by COLO. REV. STAT. § 42-7-414 is determined by a court to be insufficient or ineffective after reasonable effort has failed; or
 - 2) The report of a law enforcement agency investigating the accident fails to disclose the insurer covering the vehicle and the insurance coverage of such owner or operator when the accident occurred is not actually known by the person attempting to serve process.

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

- a. Owned by or furnished or available for the regular

use of you or any **family member** unless it is an **insured vehicle** to which Part I of the policy applies and liability coverage is excluded for damages sustained in the accident.

- b. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- c. Owned by any governmental unit or agency.
- d. Operated on rails or crawler treads.
- e. Designed mainly for use off public roads while not on public roads.
- f. While located for use as a residence or premises.

Exclusions

- A. We do not provide Uninsured Motorist Coverage for **bodily injury** sustained by any **insured**:

1. If that **insured** or their legal representative settles the **bodily injury** claim and such settlement prejudices our right to recover payment. However, this Exclusion 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. While **occupying** your **insured vehicle** when it is being used to carry persons or property for a charge or while available for hire by the public.

This exclusion does not apply to share-the-expense car pool.

3. Using a vehicle without a reasonable belief that the **insured** is entitled to do so. This exclusion does not apply to a **family member** using your **insured vehicle** which is owned by you.

- 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 Motorist Coverage for punitive or exemplary damages.

Limit of Liability

1. The limit of liability shown in the Declarations for each person for Uninsured Motorist Coverage is the most we will pay for all damages arising out of **bodily injury** sustained by any one person in any one accident. This includes all damages for claims derived from such **bodily injury** including claims for:

- a. Loss of care, loss of services or loss of consortium.

- b. Emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another.
 - c. Consequential damages sustained by others; and
 - d. The death of any person.
2. Subject to the liability limit for each person, the Uninsured Motorist liability limit shown in the Declarations for each accident for Uninsured Motorist coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident.
3. The liability limits shown in the Declarations are the most we will pay regardless of the number of:
- a. **Insureds**;
 - b. Claims made;
 - c. Vehicles or premiums shown in the Declarations; or
 - d. Vehicles involved in the accident.

THIS MEANS THAT NO STACKING OR AGGREGATION OF UNINSURED MOTORIST COVERAGE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

4. No one will be entitled to receive duplicate payments for the same elements of loss under this Part and Part I and Part II of this policy.
5. 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.
6. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
- a. Workers compensation law; or
 - b. Disability benefits law.

Other Insurance

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

1. Any insurance we provide with respect to a vehicle:
- a. You do not own, including any vehicle while used as a temporary substitute for your **insured vehicle**; or
 - b. Owned by you or a **family member** which is not insured for this coverage under this policy:

shall be excess over any collectible insurance providing such coverage on a primary basis.

2. Subject to Paragraph 1. above, the loss will be paid in accordance with the following:
- a. All applicable policies will pay on an equal basis with all other policies providing coverage on the same level of priority, either primary or excess, until the policy with the lowest limit of liability is exhausted.
 - b. If any loss remains and there:
 - 1) Are two or more remaining policies whose applicable limits of liability have not been exhausted, then such policies will continue to pay in accordance with Paragraph a.
 - 2) Is one policy remaining, then such policy will continue to pay until its limit of liability has been exhausted.

Arbitration

1. If we and an **insured** do not agree:
- a. Whether that **insured** is legally entitled to recover damages; or
 - b. As to the amount of damages which are recoverable by that **insured**;

from the owner or operator of an **uninsured motor vehicle** then the matter may be arbitrated. Both parties must agree to arbitration. However, disputes concerning coverage under this Part may not be arbitrated.

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.

2. Each party will pay the expenses it incurs.
3. If the **insured** and we do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction.

Property Damage Coverage

- A. We will pay compensatory damages which you are legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **property damage**:
- 1. Caused by an accident arising out of the actual physical contact with your **insured vehicle**; and
 - 2. Arising out of the ownership, maintenance or use of the **uninsured motor vehicle**;
- B. As used in this Part only, **property damage** means injury to or destruction of your **insured vehicle**. However, **property damage** does not include:

1. Loss of use of your **insured vehicle**;
2. Damage to property owned by you while contained in your **insured vehicle**;
3. Diminished value which means the actual or perceived loss in market or resale value or actual cash value which results from a direct and accidental loss; or
4. Punitive or exemplary damages.

C. As used in the Part only, **uninsured motor vehicle** means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy affording coverage for **property damage** applies at the time of the accident.
2. To which a liability bond or policy affording coverage for **property damage** applies at the time of the accident. In this case, its limit for property damage liability must be less than the minimum limit for property damage liability specified by the Colorado financial responsibility law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits your **insured vehicle**.
4. To which a liability bond or policy affording coverage for **property damage** applies at the time of the accident but the bonding or insuring company:
 - 1) Denies coverage; or
 - 2) Is or becomes insolvent.
5. Whose owner or operator cannot be located after a reasonable attempt for service of process and either:
 - 1) Service of process on the insurer as authorized by COLO. REV. STAT. § 42-7-414 is determined by a court to be insufficient or ineffective after reasonable effort has failed; or
 - 2) The report of a law enforcement agency investigating the accident fails to disclose the insurer covering the vehicle and the insurance coverage of such owner or operator when the accident occurred is not actually known by the person attempting to serve process.

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

- a. Owned by or furnished or available for the regular use of you or any **family member**.
- b. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- c. Owned by any governmental unit or agency.
- d. Operated on rails or crawler treads.
- e. Designed mainly for use off public roads while not on public roads.
- f. While located for use as a residence or premises.

Exclusions

A. We do not provide Uninsured Motorist Coverage for **property damage**:

1. To any motor vehicle owned by you which is not insured for this coverage under this Part. This includes a trailer of any type used with that vehicle.
2. If you or your legal representative settles the **property damage** claim and such settlement prejudices our right to recover payment.
3. When your **insured vehicle** is being used to carry persons or property for a charge, or while available for hire by the public.

This Exclusion does not apply to a share-the-expense car pool.

4. When your **insured vehicle** is being used by a person without a reasonable belief that person is entitled to do so. This Exclusion does not apply to a **family member** using your **insured vehicle** which is owned by you.
5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.

This coverage shall not apply directly or indirectly to benefit any insurer of the property.

We do not provide Property Damage Uninsured Motorist Coverage for punitive or exemplary damages.

Limit of Liability

1. Our liability limit will be the lowest of:

- a. The actual cash value of your **insured vehicle**; or
- b. The amount necessary to repair or replace your **insured vehicle**.

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

- a. Claims made;
- b. Vehicles or premiums shown in the Declarations; or
- c. Vehicles involved in the accident.

2. As used in this Part only, actual cash value means the amount required to replace your **insured vehicle** at the time of loss, less all sums reflecting:

- a. Depreciation. As used in this Part only, depreciation means the decrease in value of your **insured vehicle** resulting from its use, age, wear and tear, or obsolescence; and
- b. The physical condition of your **insured vehicle**.

3. 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.
4. Any amounts otherwise payable for damages under this Part will be reduced by the amount of the deductible, if any, shown in the Declarations.

Other Insurance

If there is other applicable insurance that is similar to the insurance provided by this endorsement, 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.

Arbitration

1. If we and an **insured** do not agree:
 - a. Whether that **insured** is legally entitled to recover damages; or
 - b. As to the amount of damages which are recoverable by that **insured**;

from the owner or operator of an **uninsured motor vehicle** then the matter may be arbitrated. Both parties must agree to arbitration. However, disputes concerning coverage under this Part may not be arbitrated.

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.

2. Each party will pay the expenses it incurs.
3. If the **insured** and we do not agree to arbitrate, then the disagreement will be resolved in a court of competent jurisdiction.

Part IV - Coverage for Damage to Your Vehicle

- A. We will pay for direct and accidental loss to:

1. Your **insured vehicle** including its equipment;
2. A **non-owned vehicle**;

less any applicable deductible shown in the Declarations.

If more than one loss is reported at the same time, a separate deductible will apply to each loss.

The deductible shall not apply to loss caused by a **collision** of your **insured vehicle** with another vehicle

insured by us. This only applies, if the other vehicle is not owned by you, a **relative**, or any other person living in your household.

- B. We will pay for loss to your **insured vehicle** caused by:

1. **Collision**, if the Declarations indicate coverage is provided for that vehicle; or
2. **Comprehensive**, if the Declarations indicate coverage is provided for that vehicle.

- C. If there is a loss to a **non-owned vehicle**, we will provide the broadest coverage applicable to any of your **insured vehicle(s)** shown in the Declarations.

- D. Definitions

As used in this Part:

1. **Collision** means the upset of your **insured vehicle** by or its impact, with another vehicle or an object.
2. **Comprehensive** includes loss caused by:
 - a. Missiles or falling objects.
 - b. Fire.
 - c. Theft or larceny.
 - d. Explosion or earthquake.
 - e. Windstorm.
 - f. Hail, water, or flood.
 - g. Malicious mischief or vandalism.
 - h. Riot or civil commotion.
 - i. Colliding with a bird or animal.
 - j. Breakage of glass.

If breakage of glass results from a **collision**, you may elect to have it treated as loss caused by **collision**.

3. **Actual cash value** is the replacement cost of the vehicle or property less **depreciation** and/or **betterment**.
4. **Betterment** is an improvement beyond normal upkeep and repairs that adds to the value of the vehicle or a part of the vehicle that was repaired or replaced.
5. **Custom parts and equipment** means parts and equipment which is not available as standard or optional equipment from the manufacturer. This includes but is not limited to:
 - a. Custom tires and rims;
 - b. Custom murals or paintings;
 - c. Graphics or details;
 - d. Equalizers or amplifiers;

- e. Electronic gaming stations;
- f. Video equipment systems;
- g. Engine or suspension enhancements;
- h. Computerized performance or engine enhancers;
- i. Exhaust systems or intake systems; and
- j. Hydraulic lift kits.

6. **Depreciation** means a decrease or loss in value to the vehicle or property because of:

- a. Age;
- b. Physical wear and tear,
- c. Market conditions; or
- d. Other causes.

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

Additional Payments

1. We will pay for transportation costs if your **insured vehicle** covered by this Part is stolen. Transportation costs shall not exceed \$20 per day. The payment period begins 48 hours after you tell us of the theft and ends:
 - a. Three days from the date we pay the loss;
 - b. The day the vehicle is returned to use; or
 - c. We have paid \$600;

whichever occurs first.
2. We will pay up to a total of \$200 for loss to wearing apparel and other **personal effects** that are property of you or a **relative**. The **personal effects** must be in or upon your **insured vehicle** at the time of the covered loss. This includes loss by theft from your **insured vehicle**, provided there are visible marks of forcible entry.
3. We will pay you up to \$25 for the cost of substitute transportation in traveling from the place of the loss to your intended destination.
4. We will pay up to \$75 per day not to exceed \$300 per policy period for your reasonable and necessary additional living expenses if your **insured vehicle** is disabled from a loss. The loss must occur more than 100 miles from the place of principal garaging as stated in the Declarations. Your **insured vehicle** must be covered by **Collision** or **Comprehensive** under this policy for this benefit to apply.
5. We will pay up to \$250 for re-keying the locks or changing of the locks on your **insured vehicle** when the keys have been stolen. Your **insured vehicle** must be covered by **Comprehensive** coverage under this policy for this benefit to apply.

Exclusions

We will not pay for loss:

1. To your **insured vehicle** or any **non-owned vehicle** while it is being used to carry persons or property for a charge or while available for hire by the public.

This Exclusion does not apply to shared-expense car pools.

2. 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.
3. a. To any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - 1) Radios and stereos.
 - 2) Tape decks.
 - 3) Compact disk systems.
 - 4) Portable multimedia players.
 - 5) Navigation systems.
 - 6) Personal computers.
 - 7) Video entertainment systems.
 - 8) Telephones.
 - 9) Cellular phones or personal digital assistants.
 - 10) Televisions.
 - 11) Two-way mobile radios.
 - 12) Scanners.
 - 13) Citizens band radios.
 - 14) Other similar equipment.
 - b. To more than one tape, disc, record or other media used with any equipment or device described in 3.a.
 - c. Loss to any accessories used with any equipment or device described in 3.a.

Exclusion 3.a. and 3.c. do not apply to any equipment or device that is permanently installed by the vehicle's manufacturer.
4. To a camper body or **trailer** that is owned by you or a **relative** and not shown in the Declarations. If you acquire ownership of a camper body or **trailer** during the policy period, coverage will apply if you ask us to insure it within 30 days after you acquire it.
5. To:
 - a. TV antennas;
 - b. Awnings;

- c. Cabanas; or
- d. Equipment designed to provide additional living facilities (cooking, dining, plumbing, refrigeration).

Coverage does not apply to any equipment or accessories contained in:

- a. Motor homes;
- b. Camper units; or
- c. Trailers;

unless they are built in and form a permanent part of the vehicle.

6. Due to:

- a. Wear and tear;
- b. Freezing;
- c. Mechanical or electrical breakdown or failure; or
- d. Road damage, blowouts, punctures or other road hazards (potholes) to tires.

This Exclusion does not apply if the damage results from the total theft of your **insured vehicle**.

7. To a **non-owned vehicle** being maintained or used by any person while employed or otherwise engaged in the **business** of:

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

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

8. To equipment designed or used for the detection, location or jamming/scrambling of radar or laser.

9. To your **insured vehicle** or any **non-owned vehicle** arising while used in a **race or speed contest**.

10. To your **insured vehicle** or any **non-owned vehicle** due to **diminution in value**.

11. To your **insured vehicle** or any **non-owned vehicle** caused intentionally by, or at the direction of, any insured.

12. To any **custom parts and equipment** or accessories.

13. To your **insured vehicle** or any **non-owned vehicle** due to the:

- a. Destruction;
- b. Impoundment;

- c. Confiscation; or
- d. Seizure

by governmental or civil authorities due to its use by you, a **relative** or a permissive user of the vehicle in illegal activity.

14. To any **non-owned vehicle** when used by you or any **relative** without a reasonable belief that you or that **relative** is entitled to do so.

15. To or loss of use of a **non-owned vehicle** rented by:

- a. You; or
- b. A **relative**;

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

16. To any vehicle due to conversion, embezzlement or secretion by any person who has the vehicle due to any lien, rental or sales agreement.

Limit of Liability

Our limit of liability for loss shall not exceed:

1. The lesser of:

- a. The **actual cash value** of the stolen or damaged property; or
- b. The amount necessary to repair or replace the property.

An adjustment for **depreciation** and/or **betterment** and physical condition will be made in determining **actual cash value**.

However, the most we will pay is:

- a. \$500 for a **trailer** not owned by you or a **relative**.
- b. \$1,000 aggregate for:
 - 1) Sound or video reproducing, receiving or transmitting equipment by other than the vehicle's manufacturer; and
 - 2) **Custom parts and equipment** permanently installed in or upon your **insured vehicle**.

If increased limits is purchased for:

- a. Sound reproducing;
- b. Receiving or transmitting equipment;
- c. **Custom parts and equipment**;

the limit of liability under that Endorsement is added to

any limits of liability applicable in this Part.

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

Loss Settlement

We may, at our option, pay the 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. To the address shown in the Declarations.

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

We may pay you or anyone else who is legally entitled to be paid for the loss.

Appraisal

1. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. The request for appraisal must be done within 60 days from the date of dispute. Each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the **actual cash value** and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the expenses of the appraisal and umpire equally.
2. We do not waive any of our rights under this policy by agreeing to an appraisal.

Other Insurance

If the **insured** has other insurance against a loss covered by this Part, we will not owe more than our pro-rata share of the total coverage available. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a **non-owned vehicle** shall be excess over any other collectible insurance.

No Benefit to Bailee

This insurance shall not directly or indirectly, benefit any person or organization caring for or handling property for a fee.

Loss Payee Agreement

Payment for loss to your **insured vehicle** will be made according to your interest and the interest of any Loss Payee or lien holder shown in the Declarations or designated by you. Payment may be made to both jointly, or separately, at our discretion.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of you or a **relative**, the Loss Payee or lien holder's interest will not be protected.

We will be entitled to the Loss Payee or lien holder's rights of recovery to the extent of our payment to the Loss Payee or lien holder.

Part V - Towing and Labor Costs

In exchange for a premium, we agree to pay towing and labor costs you incur, up to the limit shown in the Declarations, each time your **insured vehicle** is disabled. The labor must be performed at the place of disablement.

Part VI - Rental Expense Coverage

In exchange for a premium, we agree to provide you with coverage for the loss of use of your **insured vehicle**. There must be loss to your **insured vehicle**, which results in its withdrawal from normal use for more than 24 hours in order for this coverage to apply. The loss must be due to a covered **collision** or **comprehensive** loss.

We will pay, up to the per day dollar limit shown in the Declarations, for reasonable costs incurred in renting a vehicle that is comparable to **your insured vehicle**. We will only pay up to that period of time reasonably required to repair or replace your **insured vehicle**. However, we will pay no more than the maximum limit shown in the Declarations. This coverage pays only for the cost incurred to rent a vehicle and does not pay for incidental charges such as, but not limited to mileage; fuel; or supplementary insurance charges.

Part VII - General Provisions

Policy Period, Territory

This policy applies only to accidents, occurrences, and losses which occur:

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

The policy territory is the United States, its territories or possessions, Puerto Rico, or Canada.

This policy also applies to loss to, or accident involving, your **insured vehicle** while being transported between ports and within the policy territory.

Premium

The premium for this policy is computed in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded.

Changes

1. This policy and the Declarations contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
2. If there is change to the information used to develop the policy premium, we may adjust your premium as of the effective date.
3. If we make a change which broadens coverage under this edition of your policy without additional premium charge that change will automatically apply to your policy as of the date we implement the change in your **state**.

Two or More Auto Policies

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

This provision does not apply to Uninsured Motorist Coverage. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorist Coverage.

Legal Action Against Us

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

Under Part IV, no legal action may be brought against us later than one year from the date of the loss or accident causing damage to your **insured vehicle**.

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

1. If we make 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:
 - a. Whatever is necessary to enable us to exercise our rights; and
 - b. Nothing after loss to prejudice those rights.

Our rights in this Paragraph 1. do not apply to:

- a. Part II – Medical Expense Coverage.
- b. With respect to Uninsured Motorist Coverage under Section 2. of the definition of **uninsured motor vehicle** if we:
 - 1) Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **uninsured motor vehicle**; and
 - 2) Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

- 1) That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Uninsured Motorist Coverage; and
 - 2) We also have a right to recover the advanced payment.
2. If we make payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall;
 - a. Hold in trust for us the proceeds of the recovery; and
 - b. Reimburse us to the extent of our payment.
3. With respect to Part II – Medical Expense Coverage:
 - a. If we make 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 after that person has been fully compensated for damages. However, any reimbursement due to us shall be reduced by our proportionate share of attorney fees and expenses incurred in bringing the claim.

Transfer of Your Interest in this Policy

Your rights and duties under this policy may not be assigned without our advance written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving spouse if a family member 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 **insured vehicle**.

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

Bankruptcy

Bankruptcy or insolvency of the **insured** shall not relieve us of any obligation under this policy.

Fraud

We do not provide coverage for any **insured** or person making claim under this policy who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance and/or in connection with any accident or loss for which coverage is sought under this policy.

Cancellation of This Policy

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.

We may waive these requirements by confirming the date and time of cancellation to you in writing.

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 this policy has been in effect less than 60 days at the time notice of cancellation is mailed and this is not a renewal or continuation policy; or

- b. At least 30 days notice in all other cases.

4. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:

- a. For nonpayment of premium;
- b. If you knowingly made a false statement on the application for this policy;
- c. If you knowingly or willingly make a false material statement on a claim under the policy; or
- d. If your driver's license or that of:

- 1) Any driver who lives with you; or
- 2) Any driver who customarily uses your **insured vehicle**;

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 one year.

However, this Paragraph (c.) shall not apply to a driver's license that has been:

- 1) Revoked due to conviction for defacing property, or criminal mischief where the underlying basis was defacing property; or
- 2) Suspended due to failure to comply with a child support order.

Non Renewal of This Policy

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.

Automatic Termination

1. This policy will automatically terminate at the end of the policy period if you or your representative does not accept our offer to renew this policy. You do not accept our offer when you fail to pay the requirement premium when due.
2. Coverage for your insured vehicle will automatically terminate:
 - a. On the effective date of any other insurance you obtain for that **insured vehicle**.

- b. On the date you relinquish possession of a leased vehicle or if you sell or relinquish ownership of an **insured vehicle**.

Other Termination Provisions

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

Service of Process

If the **insured's** whereabouts for service of process cannot be determined through reasonable effort, the **insured** agrees to designate and irrevocably appoint us as the agent of the **insured** for:

1. Service of process;
2. Pleadings; or
3. Other filings;

in a civil action brought against the **insured** or to which the **insured** has been joined as a defendant or respondent in any Colorado court if the cause of action concerns an incident for which the **insured** can possibly claim coverage.

Subsequent termination of this insurance policy does not affect the appointment for an incident that occurred when this policy was in effect. The **insured** agrees that any such civil action may be commenced against the **insured** by the service

of process upon us as if personal service had been made directly on the **insured**. We agree to forward all communications related to service of process to the last-known email and mailing address of the policyholder in order to coordinate any payment of claims or defense of claims that are required.

Part VIII - Endorsements

The following endorsements apply to this policy only if they appear in the Declarations with an additional premium.

Insurance for Sound Receiving or Transmitting Equipment

We agree that with respect to the vehicles described in the Declarations, Exclusion (3) of Part IV of the policy is deleted. Coverage will apply for loss to sound receiving or transmitting equipment designed for use as:

1. Citizens band radios;
2. Two-way mobile radios;
3. Telephones;
4. Scanning monitor receivers;
5. Television sets;

and their accessories or antennas.

This insurance applies only if the equipment is owned by you or a **relative** and is permanently installed in your **insured vehicle** at the time of the loss.

Our limit of liability for each loss to which this insurance applies shall be the **actual cash value** of the equipment at the time of loss but no more than the limit shown in the Declarations. This limit includes coverage for one tape, disc, record or other media used with such equipment.

This policy is signed by the President and Secretary of the insurance company.

President



Secretary

