



USAA General Indemnity Company

# STATEMENT OF LIABILITY REQUEST



0000009 SP 5758 -C02-P00009-I -01815-555457584165

BRIAN CALANDRA  
10190 BANNOCK ST STE 200  
NORTHGLENN, CO 80260-6083

February 2, 2024

Dear Brian Calandra,

As you requested, we've attached a Statement of Liability Insurance form and a copy of the policy.

Your client:	Gustavo Alvarez
USAA policyholder:	DEBBIE K STEADMON
Claim number:	030321226-800
Date of loss:	September 21, 2023
Loss location:	Colorado Springs, COLORADO
Our tax ID number:	74-1718283

I will be taking over handling of this claim.

Please be advised that the prior adjuster never obtained a statement from your client. To our knowledge, there was not a police report filed for this incident.

The previous representative set up an inspection of the vehicle, but they never went in for the estimate and repairs.

## How to Contact Us

Please send any correspondence or questions to us using one of the following options and include the claim number on each page mailed or faxed:

- |  |                 |   |
|--|-----------------|---|
|  | <b>Address:</b> | Auto Injury Solutions<br>Attn: USAA Medical Mail Department<br>P.O. Box 26001<br>Daphne, AL 36526 |
|  | <b>Fax:</b>     | 866-828-2330  |
|  | <b>Phone:</b>   | 1-210-531-8722 x4-1943  |



Sincerely,

Julia  
Auto Injury MST 11  
USAA General Indemnity Company

Attached: Statement of Liability Insurance

Dec  
RSGPCW  
CVLU  
ACCFOR  
A402  
5100CO 03



USAA General Indemnity Company

## STATEMENT OF LIABILITY INSURANCE

In accordance with Colorado statute, we are providing the policy information you requested below:

<b>The Name of Insurer:</b>	USAA General Indemnity Company
<b>The Name of Each Insured:</b>	DEBBIE K STEADMON
<b>Claim Number:</b>	030321226-800
<b>Policy Number:</b>	030321226-7101
<b>Policy Effective Dates:</b>	04-10-2023 TO 10-10-2023
<b>Limits of Liability:</b>	\$50,000 per person, \$100,000 per accident
<b>Coverage:</b>	
<b>Umbrella:</b>	No
<b>Umbrella Limits:</b>	N/A
<b>Umbrella Policy Effective Dates:</b>	



**USAA GENERAL INDEMNITY COMPANY**  
 • (A Stock Insurance Company)  
 9800 Fredericksburg - San Antonio, Texas 78288  
**COLORADO AUTO POLICY**  
**RENEWAL DECLARATIONS**

State	04	Veh	POLICY NUMBER
CO	250	Terr	03032 12 26G 7101 0
<b>POLICY PERIOD:</b> (12:01 A.M. standard time) <b>EFFECTIVE APR 10 2023 TO OCT 10 2023</b>			
OPERATORS 01 DEBBIE K STEADMON			

**Named Insured and Address**DEBBIE K STEADMON  
[REDACTED]**Description of Vehicle(s)**

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WORKSCHOOL	
							SYM	Miles One Way	Days Per Week
04	14	FORD	FOCUS SW SE	SW	10000	[REDACTED] 173454	P		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School; B=Business; F=Fam; P=Pleasure  
 VEH 04 COLORADO SPRINGS CO 80928-9505

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY		VEH 04	6-MONTH D=DED AMOUNT	PREMIUM \$	VEH	VEH	VEH	VEH
	D=DED AMOUNT	PREMIUM \$							
<b>PART A - LIABILITY</b>									
BODILY INJURY EA PER \$ 50,000									
EA ACC \$ 100,000									
PROPERTY DAMAGE EA ACC \$ 50,000									
<b>PART B - MEDICAL PAYMENTS</b>									
EA PER \$ 5,000									
<b>PART C - UNINSURED MOTORISTS</b>									
BODILY INJURY EA PER \$ 50,000									
EA ACC \$ 100,000									
<b>PART D - PHYSICAL DAMAGE COVERAGE</b>									
COMPREHENSIVE LOSS ACV LESS	D 500								
COLLISION LOSS ACV LESS	D 500								
RENTAL REIMBURSEMENT									
MULTIPASSENGER/TRUCK CLASS									
TOWING AND LABOR									
SELECTED VEHICLE FEATURES (LISTED ON THE FEATURES DECLARATION)									
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)									

LOSS PAYEE  
 VEH 04 LENTEGRITY, FOOTHILL RANCH CA U

ENDORSEMENTS: ADDED 04-10-23 - A200CO(01)  
 REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - 5100CO(03) ACCFOR(01) A402(01)  
 CVLU(01) RSGPCW(01)  
 INFORMATION FORMS: 3065(16) 50CO(06) 999CO(46)

13 1

✓	04	RSF6300000	✓	✓	✓	✓	✓	✓	✓
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IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas,  
 on this date FEBRUARY 25, 2023

Kelly Armstrong  
 Kelly Armstrong, Secretary

Randy Termeer  
 Randy Termeer, President





## AMENDMENT OF POLICY PROVISIONS - RIDE SHARING ACTIVITY

This Amendment forms a part of the auto policy to which it is attached, and it modifies that policy as follows:

Notwithstanding Paragraph 3. of the definition of **covered person** in Part A – Liability, **covered person** does not include any **Transportation Network Company**.

### EXCLUSION

We do not provide coverage under this policy for accident or loss that occurs while any **covered person** is operating or occupying a vehicle engaged in **ride sharing activity** in conjunction with a **Transportation Network Company**. This exclusion does not apply to a share-the-expense car pool.

This exclusion applies during the time the **covered person** is logged on to the **Transportation Network Company's** online-enabled application or platform and available to accept a passenger or delivery assignment, whether or not a passenger or delivery assignment has been accepted. When a passenger or delivery assignment has been accepted, coverage is excluded while the passenger or property to be delivered is **occupying your covered auto**.

However, if a premium for Ride Share Gap Protection is shown on the Declarations for **your covered auto**:

1. This exclusion does not apply with respect to that vehicle during the time when the **covered person** is logged on to the **Transportation Network Company's** online-enabled application or platform and available to accept a passenger or delivery assignment, but has not yet accepted a passenger or delivery assignment; and
2. Coverage under this policy will extend with respect to that vehicle during the time when the **covered person** is logged on to the **Transportation Network Company's**

online-enabled application or platform and available to accept a passenger or delivery assignment, but has not yet accepted a passenger or delivery assignment.

3. When a passenger or delivery assignment has been accepted, coverage will not extend while the passenger or property to be delivered is **occupying your covered auto**.

### DEFINITIONS

The following definitions apply:

1. "**Ride sharing activity**" means use of **your covered auto** to provide prearranged transportation of persons or property in conjunction with a **Transportation Network Company**.
2. "**Transportation Network Company**" means a person or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect clients with drivers who use their personal vehicles to provide the requested transportation. Examples of a **Transportation Network Company** include, but are not limited to Uber, SideCar and Lyft.

### DUTIES

The following duties apply:

1. You must notify us if any **covered person** is participating in **ride sharing activity**.
2. For accident or loss that occurs while any **covered person** is operating a vehicle engaged in **ride sharing activity**, any person or entity seeking any coverage or

payment of any benefits must cooperate with **us** to ensure **we** are provided with pertinent data regarding the loss, including the precise dates and times:

- a. The **covered person** logged on and off the **Transportation Network Company's** online-enabled application or platform; and

- b. When a passenger or delivery assignment was accepted through such application or platform.

**You** must cooperate with **us** by executing an authorization to obtain the pertinent data and records regarding the loss, if such authorization is necessary for release of the data or records.

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**CIVIL UNION / REGISTERED DOMESTIC PARTNERSHIP  
ENDORSEMENT**

This Endorsement forms a part of this policy to which it is attached. It is effective from the policy effective date or from the date shown on the amended Declarations. This Endorsement is subject to all the provisions of the policy and amendments except as they are modified in this Endorsement.

It is agreed that the term spouse, wherever mentioned in this policy and endorsements, includes **your** civil union or a registered domestic partner if recognized under the law of the state where the policy is issued.

This agreement shall remain in force as long as the policy remains in force and shall apply to any continuation, extension, renewal, replacement or reinstatement of this policy.



## ACCIDENT FORGIVENESS

When a premium for Accident Forgiveness is shown on the Declarations:

1. If you or any family member shown as an operator on the Declarations:
  - a. Is involved in an at-fault accident that occurs after the effective date of this endorsement, we will waive any premium increase under this policy that would otherwise be applied for the first such at-fault accident.
  - b. Was involved in an at-fault accident forgiven in a policy written by us or one of our affiliates and such operator was removed from that policy and added to this policy without any gap in coverage, we will continue to forgive the accident on this policy for the remainder of the period of time the premium increase would have occurred under this policy if there are no other at-fault accidents for which premium is waived under this policy.

We will waive the premium increase for only one at-fault accident per policy period, regardless of the number of operators shown on the Declarations.

2. We will waive the premium increase for the at-fault accident in Section I for the period of time during which:
  - a. This endorsement is in effect; and
  - b. A premium increase for such at-fault accident would have otherwise applied to this policy.

The Accident Forgiveness Endorsement must remain in effect during any renewal period of this policy over the full accident forgiveness period for the premium increase waiver to remain in effect.

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Page 1 of 1

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## AMENDATORY ENDORSEMENT

The coverage provided by this Endorsement is subject to all the provisions of the policy and amendments except as they are modified as follows.

### PART D - PHYSICAL DAMAGE COVERAGE

#### INSURING AGREEMENT

Paragraph A. is replaced in its entirety by the following:

- A. Comprehensive Coverage (excluding collision).
  - 1. Physical damage. We will pay for loss caused by other than **collision** to your **covered auto**, including its equipment, and personal property contained in your **covered auto**, minus any applicable deductible shown on the Declarations. The deductible will be waived for loss to window glass that can be repaired rather than replaced. In cases where the repair proves unsuccessful and the window glass must be replaced, the full amount of the deductible, if any, must be paid.
  - 2. Transportation expenses. We will also pay:
    - a. The reasonable amount for transportation expenses incurred by **you or any family member**, but no more than the cost of renting an Economy Class vehicle, as defined under Rental Reimbursement Coverage. This applies only in the event of a total theft of your **covered auto**. We will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending when your **covered auto** is returned to use or, if not recovered or not **repairable**, up to seven days after we have made a settlement offer.

- b. If Rental Reimbursement Coverage is afforded, the vehicle class for transportation expenses is the vehicle class shown on the Declarations for Rental Reimbursement for that vehicle.

#### LIMIT OF LIABILITY

Paragraph A of the Limit of Liability section is amended to add the following:

- 3. If Car Replacement Assistance is shown on the Features Declarations for this **your covered auto**, we will pay an additional 20% of the **actual cash value** of the vehicle at the time of a total loss. This additional amount:
  - a. Is separate from the limit available for **loss to your covered auto** under Comprehensive Coverage or Collision Coverage; and
  - b. Is available if the total loss is paid:
    - (1) Under this policy's Comprehensive Coverage or Collision Coverage; or
    - (2) Because of the PD by or on behalf of persons or organizations who may be legally responsible.

However, Car Replacement Assistance does not apply to total loss to any **nonowned vehicle**.

Paragraph D. is replaced in its entirety by the following:

- D. Under Rental Reimbursement Coverage, our maximum limit of liability is the reasonable amount necessary to reimburse **you** for expenses incurred to rent a vehicle in the applicable class shown on the Declarations:
1. Economy Class. For purposes of this endorsement, Economy Class means "mini," small or compact 2- and 4-door cars, including convertibles, that are not considered sports or luxury vehicles and are not the station wagon type.
  2. Standard Class. For purposes of this endorsement, Standard Class means standard and full size 2- and 4-door cars, including convertibles, that are not considered sports or luxury vehicles and are not the station wagon type.

3. Multipassenger/Truck Class. For purposes of this endorsement, Multipassenger/Truck Class means:
  - a. Sports and luxury cars of any size;
  - b. Station wagons;
  - c. Minivans;
  - d. Mid-size cargo and passenger vans;
  - e. Pickup trucks; and
  - f. "Mini," small and midsize sport utility vehicles (SUVs) that are not considered luxury SUVs.
4. Large SUV Class. For purposes of this endorsement, Large SUV Class means luxury SUVs of any size, large SUVs and large cargo or passenger vans.

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## PART E - GENERAL PROVISIONS

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### OUR RIGHT TO RECOVER PAYMENT

The Our Right to Recover Payment section is amended to add the following:

**Our rights in this section do not apply with respect to amounts paid in excess of the actual cash value of your covered auto because of Car Replacement Assistance.**

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USAA  
9800 Fredericksburg Road  
San Antonio, Texas 78288

## COLORADO AUTO POLICY

### READ YOUR POLICY, DECLARATIONS AND ENDORSEMENTS CAREFULLY

The automobile insurance contract between the named insured and the company shown on the Declarations page consists of this policy plus the Declarations page and any applicable endorsements. The Quick Reference section outlines essential information contained on the Declarations and the major parts of the policy.

**The policy provides the coverages and amounts of insurance shown on the Declarations for which a premium is shown.**

This is a participating policy. You are entitled to dividends as may be declared by the board of directors.

If this policy is issued by United Services Automobile Association ("USAA"), a reciprocal interinsurance exchange, the following apply:

- By purchasing this policy you are a member of USAA and are subject to its bylaws.
- This is a non-assessable policy. You are liable only for the amount of your premium as USAA has a free surplus in compliance with Article 19.03 of the Texas Insurance Code of 1951, as amended.
- The board of directors may annually allocate a portion of USAA's surplus to Subscriber's Accounts. Amounts allocated to such accounts remain a part of USAA's surplus and may be used as necessary to support the operations of the Association. A member shall have no right to any balance in the member's account except until following termination of membership, as provided in the bylaws.

## QUICK REFERENCE

### DECLARATIONS PAGE

Named Insured and Address  
Policy Period  
Operators  
Description of Vehicle(s)  
Coverages, Amounts of  
Insurance and Premiums  
Endorsements

Beginning on Page	3	Agreement and Definitions
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Part A	5	Liability Coverage
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Definitions  
Insuring Agreement  
Bodily Injury Liability Coverage and  
Property Damage Liability Coverage  
Limit of Liability  
Supplementary Payments  
Exclusions  
Out of State Coverage  
Other Insurance

Part B	8	Medical Payments Coverage
--------	---	---------------------------

Definitions  
Insuring Agreement  
Limit of Liability  
Assignment of Benefits  
Exclusions  
Other Insurance  
Special Provisions

(Quick Reference continued on Page 2)

<b>Part C 12</b>	<b>Uninsured Motorists Coverage</b>	<b>Part E 22</b>	<b>General Provisions</b>
	Definitions Insuring Agreement Limit of Liability Exclusions Other Insurance Non-Duplication Loss Payable Clause		Bankruptcy Changes Conformity to Law Duties After an Accident or Loss Legal Action Against Us Misrepresentation Non-Duplication of Payment Our Right to Recover Payment Ownership Policy Period and Territory Reducing the Risk of Loss and Other Benefits Service of Process Spouse Access Termination Transfer of Your Interest in this Policy Two or More Auto Policies
<b>Part D 16</b>	<b>Physical Damage Coverage</b>		
	Definitions Insuring Agreement Comprehensive Coverage Collision Coverage Rental Reimbursement Coverage USAA Roadside Assistance Limit of Liability Payment of Loss Loss Payable Clause Waiver of Collision Deductible Exclusions No Benefit to Bailee Other Sources of Recovery Appraisal		

# COLORADO AUTO POLICY

## AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages and limits of liability for which a premium is shown on the Declarations.

## DEFINITIONS

The words defined below are used throughout this policy. They are in **boldface** when used.

A. "**You**" and "**your**" refer to the "named insured" shown on the Declarations and spouse if a resident of the same household.

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

C. "**Auto business**" means the business of:

1. Altering;
2. Customizing;

3. Leasing;

4. Parking;

5. Repairing;

6. Road testing;

7. Delivering;

8. Selling;

9. Towing;

10. Repossessing;

11. Servicing; or

12. Storing;

vehicles.

D. "**Bodily injury**" (referred to as BI).

1. "**Bodily injury**" means bodily harm, sickness, disease or death.

2. "**Bodily injury**" does not include mental injuries such as:

a. Emotional distress;

b. Mental anguish;

c. Humiliation;

d. Mental distress; or

e. Any similar injury;

unless it arises out of physical injury to some person.

E. "**Driving contest or challenge**" includes, but is not limited to:

1. A competition against other people, vehicles, or time; or

2. An activity that:

a. Challenges the speed or handling characteristics of a vehicle; or

b. Improves or demonstrates driving skills.

However, this (E.2.) applies only if the activity occurs on a track or course that is closed from non-participants.

F. "**Family member**" means a person related to **you** by blood, marriage or adoption who resides primarily in **your** household. This includes a ward or foster child.

G. "**Fungi**" means any type or form of fungi, including mold or mildew. "**Fungi**" includes any mycotoxins, spores, scents or byproducts produced or released by fungi.

H. "**Miscellaneous vehicle**" means the following motorized vehicles: motor home; golf cart; snowmobile; all-terrain vehicle; or dune buggy.

- I. "**Motorcycle**" means a two or three-wheeled motor vehicle that is subject to motor vehicle licensing in the location where the **motorcycle** is principally garaged.
- J. "**Newly acquired vehicle.**"
  - 1. "**Newly acquired vehicle**" means a vehicle, not insured under another policy, that is acquired by **you** or any **family member** during the policy period and is:
    - a. A private passenger auto, pickup, **trailer**, or **van**;
    - b. A **miscellaneous vehicle** that is not used in any business or occupation; or
    - c. A **motorcycle**, but only if a motorcycle is shown on the current Declarations.
  - 2. We will automatically provide for the **newly acquired vehicle** the broadest coverages as are provided for any vehicle shown on the Declarations. If **your** policy does not provide Comprehensive Coverage or Collision Coverage, we will automatically provide these coverages for the **newly acquired vehicle** subject to a \$500 deductible for each loss.
  - 3. Any automatic provision of coverage under J.2. will apply for up to 30 days after the date **you** or any **family member** becomes the owner of the **newly acquired vehicle**. If **you** wish to continue coverage for the **newly acquired vehicle** beyond this 30-day period, **you** must request it during this 30-day period, and we must agree to provide the coverage **you** request for this vehicle. If **you** request coverage after this 30-day period, any coverage that we agree to provide will be effective at the date and time of **your** request unless we agree to an earlier date.
- K. "**Occupying**" means in, on, getting into or out of.
- L. "**Property damage**" (referred to as PD).
  - 1. "**Property damage**," except as specifically modified in Part C, means:
    - a. Physical injury to;
    - b. Destruction of; or
    - c. Loss of use of;
tangible property.
  - 2. For purposes of this policy, electronic data is not tangible property. Electronic data means information, facts or programs:
    - a. Stored as or on;
    - b. Created or used on; or
    - c. Transmitted to or from;
computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- M. "**Trailer**" means a vehicle designed to be pulled by a private passenger auto, pickup, **van**, or **miscellaneous vehicle**. It also means a farm wagon or implement while towed by such vehicles.
- N. "**Van**" means a four-wheeled land motor vehicle of the van type with a load capacity of not more than 2,000 pounds.
- O. "**Your covered auto**" means:
  - 1. Any vehicle shown on the Declarations.
  - 2. Any **newly acquired vehicle**.
  - 3. Any **trailer** **you** own.

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## PART A - LIABILITY COVERAGE

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### DEFINITIONS

"Covered person" 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. Any other person or organization, but only with respect to legal liability imposed on them for the acts or omissions of a person for whom coverage is afforded in 1. or 2. above. With respect to an auto or trailer other than **your covered auto**, this provision only applies if the other person or organization does not own or hire the auto or trailer.

The following are not covered persons under Part A:

1. The United States of America or any of its agencies.
2. Any person with respect to BI or PD resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the BI or PD.

### INSURING AGREEMENT

We will pay compensatory damages for BI or PD for which any **covered person** becomes legally liable because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. Our duty to settle or defend ends when our limit of liability for these coverages has been paid or tendered. We have no duty to defend any suit or settle any claim for BI or PD not covered under this policy.

### LIMIT OF LIABILITY

- A. For BI sustained by any one person in any one auto accident, our maximum limit of liability for all resulting damages is the limit of liability shown on the Declarations for "each person" for BI Liability.
- B. Subject to the limit for "each person" described in Paragraph A., the limit of liability shown on the Declarations for "each accident" for BI Liability is our maximum limit of liability for all damages for BI resulting from any one auto accident.
- C. The limit of liability shown on the Declarations for "each accident" for PD Liability is our maximum limit of liability for all damages to all property resulting from any one auto accident.
- D. "Damages" as used in this Limit of Liability include, but are not limited to, all:
  1. Direct damages;
  2. Derivative damages; or
  3. Consequential damages;recoverable by any persons.
- E. The limits described in Paragraphs A., B. and C. are the most we will pay regardless of the number of:
  1. Covered persons;
  2. Claims made;
  3. Vehicles or premiums shown on the Declarations; or
  4. Vehicles involved in the auto accident.However, if a policy provision that would defeat coverage for a claim under this Part is declared to be unenforceable as a violation of the state's financial responsibility law, our limit of liability will be the minimum required by the state's financial responsibility law.

## SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of a covered person:

1. Premiums on appeal bonds and bonds to release attachments in any suit we defend. But we will not pay the premium for bonds with a face value over our limit of liability shown on the Declarations.
2. Prejudgment interest awarded against the covered person on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.
3. Interest accruing, in any suit we defend, on that part of a judgment that does not exceed our limit of liability. Our duty to pay interest ends when we offer to pay that part of the judgment that does not exceed our limit of liability.
4. Up to \$250 a day for loss of wages because of attendance at hearings or trials at our request.
5. The amount a covered person must pay to the United States Government because of damage to a government-owned private passenger auto, pickup, or van which occurs while the vehicle is in the care, custody, or control of a covered person. The most we will pay is an amount equal to one month of the basic salary of the covered person at the time of a loss. Only Exclusions A.1. and A.8. apply.
6. Other reasonable expenses incurred at our request.
7. All defense costs we incur.

## EXCLUSIONS

- A. We do not provide Liability Coverage for any covered person:
  1. Who intentionally acts or directs to cause BI or PD, or who acts or directs to cause with reasonable expectation of causing BI or PD.
  2. For PD to property owned or being transported by a covered person.
  3. For PD to property rented to, used by, or in the care of any covered person. This exclusion (A.3.) does not apply to damage to a residence or garage.
  4. For BI to an employee of that person which occurs during the course of employment. This exclusion (A.4.) does not apply 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 to carry persons for a fee. This exclusion (A.5.) does not apply to:
    - a. A share-the-expense car pool; or
    - b. Your covered auto used for volunteer work when reimbursement is limited to mileage expenses.
  6. While employed or otherwise engaged in the auto business. 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.

(PART A Cont'd.)

7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation other than the **auto business**, farming, or ranching. This exclusion (A.7.) does not apply:
    - a. To the maintenance or use of a private passenger auto; a pickup or van owned by **you** or any **family member**; or a trailer used with these vehicles; or
    - b. To the maintenance or use of a pickup or van not owned by **you** or any **family member** if the vehicle's owner has valid and collectible primary liability insurance or self-insurance in force at the time of the accident.
  8. Using a vehicle without expressed or implied permission.
  9. For BI or PD for which that person is an insured under any nuclear energy liability policy. This exclusion (A.9.) applies even if that policy is terminated due to exhaustion of its limit of liability.
  10. For BI or PD occurring while **your covered auto** is rented or leased to others, or shared as part of a personal vehicle sharing program.
  11. For punitive or exemplary damages.
  12. For BI sustained as a result of exposure to:
    - a. **Fungi**;
    - b. Wet or dry rot; or
    - c. Bacteria.
  13. For BI to a relative who resides primarily in that **covered person's household**.
- B. We do not provide Liability Coverage for the ownership, maintenance, or use of:
1. Any vehicle that is not **your covered auto** unless that vehicle is:
    - a. A four- or six-wheel land motor vehicle designed for use on public roads;
    - b. A moving van for personal use;
    - c. A **miscellaneous vehicle**; or
    - d. A vehicle used in the business of farming or ranching.
  2. Any vehicle, other than **your covered auto**, that is owned by **you**, or furnished or available for **your regular use**. This exclusion (B.2.) does not apply to a vehicle not owned by **you** if the vehicle's owner has valid and collectible primary liability insurance or self-insurance in force at the time of the accident.
  3. Any vehicle, other than **your covered auto**, that is owned by or furnished or available for the regular use of, any **family member**. This exclusion (B.3.) does not apply:
    - a. To **your** maintenance or use of such vehicle; or
    - b. To a vehicle not owned by any **family member** if the vehicle's owner has valid and collectible primary liability insurance or self-insurance in force at the time of the accident.
  4. Any vehicle while being operated in, or in practice for, any **driving contest or challenge**.
- C. There is no coverage for liability assumed by any **covered person** under any contract or agreement.

#### 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, **your policy will provide at least the minimum amounts and types of liability coverages required by law**. However, no one will be entitled to duplicate payments for the same elements of loss.

## OTHER INSURANCE

- A. If there is other applicable liability insurance, each policy will pay on an equal basis with all other policies providing coverage on the same level of priority, either primary or excess. Each policy will pay up to its separate policy limit to the extent necessary to fully compensate the loss.
- B. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance or self-insurance providing coverage on a primary basis.

## PART B - MEDICAL PAYMENTS

### DEFINITIONS

- A. "**Covered person**" as used in this Part means:
  - 1. You or any **family member** while **occupying** any auto.
  - 2. Any other person while **occupying** your **covered auto**.
  - 3. You or any **family member** while not **occupying** a motor vehicle if injured by:
    - a. A motor vehicle designed for use mainly on public roads;
    - b. A **miscellaneous vehicle**; or
    - c. A **trailer**.
- B. "**Medical payment fee**" is an amount, as determined by us or someone on our behalf, that we will pay for charges made by a provider for **medically necessary and appropriate medical services**. The amount that we will pay will be one of the following:
  - 1. The amount provided by an applicable agreement with a Preferred Provider Organization, Preferred Provider Network, or other similar agreement; or
  - 2. The amount required, approved, or allowed by a fee schedule established by a state, federal, or other governmental entity in the relevant geographic area; or

- 3. The amount negotiated with the provider; or
- 4. The lesser of the following:
  - a. The actual amount billed; or
  - b. A reasonable fee for the service provided.
- C. "**Medically necessary and appropriate medical services**" are those services or supplies provided or prescribed by a provider or other licensed medical professional that, as determined by us or someone on our behalf, are required to identify or treat BI caused by an auto accident and sustained by a **covered person** and that are:
  - 1. Consistent with the symptoms, diagnosis, and treatment of the **covered person's** injury and appropriately documented in the **covered person's** medical records;
  - 2. Provided in accordance with recognized standards of care for the **covered person's** injury at the time the charge is incurred;
  - 3. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;

(PART B Cont'd.)

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

However, "medically necessary and appropriate medical services" do not include the following:

1. Nutritional supplements or over-the-counter drugs;
2. Experimental services or supplies, which means 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; or
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. "Provider" means:

1. A licensed health care provider;
2. A licensed air ambulance;
3. A licensed ambulance;
4. A **trauma physician**;
5. A **trauma center**;
6. An occupational therapist as defined in Section 12-40.5-103(8), C.R.S.; or
7. A massage therapist as defined in Section 12-35.5-103(8), C.R.S.

E. "Trauma care" means care:

1. Provided by:

- a. A licensed ambulance or air ambulance;
  - b. A **trauma physician**; or
  - c. A **trauma center**; and
2. Provided to a person injured in a motor vehicle accident:
    - a. From the time the administration of care begins to the time the patient is fully stabilized; or
    - b. Through the first episode of care, not to exceed seventy-two hours after the administration of care begins.

"**Trauma care**" includes a trauma care system, trauma transport protocols, and triage, as defined in Section 25-3.5-703, C.R.S.

F. "**Trauma center**" means:

1. The emergency department in a licensed or certified hospital; or
2. A health care facility that is designated by the Department of Public Health and Environment as:
  - a. A Level I, II, III, IV, or V Facility; or
  - b. A Regional Pediatric Trauma Center.

G. "**Trauma physician**" means a:

1. Trauma surgeon;
2. Orthopedic surgeon;
3. Neurosurgeon;
4. Intensive care unit physician;
5. Anesthesiologist; or
6. Physician;

who provides care in a **trauma center** to a trauma patient injured in a motor vehicle accident.

## INSURING AGREEMENT

- A. We will pay only the medical payment fee for medically necessary and appropriate medical services and the reasonable expense for funeral services. These fees and expenses must:
1. Result from BI sustained by a covered person in an auto accident; and
  2. Be incurred for services rendered within one year from the date of the auto accident.
- B. We or someone on our behalf will review, by audit or otherwise, claims for benefits under this coverage to determine if the charges are:
1. Medical payment fees for medically necessary and appropriate medical services; or
  2. Reasonable expenses for funeral services.
- A supplier of medical or funeral services may charge more than the amount we determine to be medical payment fees and reasonable expenses, but such additional charges are not covered.
- C. We will not be liable for pending or subsequent benefits if a covered person or assignee of benefits under Medical Payments Coverage unreasonably refuses to submit to an examination as required in Part E - General Provisions, Duties After An Accident or Loss.

## LIMIT OF LIABILITY

- A. The limit of liability shown on the Declarations for Medical Payments Coverage is the maximum limit of liability for each covered person injured in any one accident. This is the most we will pay regardless of the number of:
1. Covered persons;
  2. Claims made;

3. Vehicles or premiums shown on the Declarations; or
  4. Vehicles involved in an auto accident.
- B. Priority of Payment.
1. We shall reserve \$5,000 of the Medical Payments Coverage limit shown on the Declarations for the payment of trauma care in the following priority, as applicable:
    - a. Benefits shall be paid first to licensed ambulances or air ambulances that provide trauma care:
      - (1) At the scene of the motor vehicle accident; or
      - (2) Immediately after the motor vehicle accident.
- This includes transport to or from a trauma center.
- b. After payments to providers described in Paragraph B.1.a., benefits shall be paid next to trauma physicians who provide trauma care:
    - (1) To stabilize the injured person; or
    - (2) To provide the first episode of care to the injured person.
  - c. After payments to providers described in Paragraphs B.1.a. and B.1.b., benefits shall be paid next to trauma centers designated as Level IV or Level V pursuant to Section 25-3.5-703 (4), C.R.S., that provide trauma care:
    - (1) To stabilize the injured person; or
    - (2) To provide the first episode of care to the injured person.

(PART B Cont'd.)

- d. After payments to **providers** described in Paragraphs B.1.a., B.1.b., and B.1.c., benefits shall be paid next to **trauma centers** designated as Level I, II, or III or as a Regional Pediatric Trauma Center pursuant to Section 25-3.5-703 (4), C.R.S., that provide **trauma care**:
  - (1) To stabilize the injured person; or
  - (2) To provide the first episode of care to the injured person.
- 2. The reserve shall be held and used to pay claims of **trauma care providers** as described in Paragraph B.1. above for no more than 30 days after receipt of the accident notice. After this 30-day period, any amount of the reserve for which we have not received a claim for reimbursement from a **trauma care provider** described in Paragraph B.1. above may be used to pay any other claims for reimbursement submitted by other providers.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part C of this policy.

**ASSIGNMENT OF BENEFITS**

- A. A **covered person** may assign, in writing, payments due under Medical Payments Coverage of this policy to a **provider** for services:
  - 1. Provided to the **covered person**; and
  - 2. That are payable under this policy.
- B. If a **covered person** assigns such payments, we will make payment directly to the **provider**.
- C. If we fail to honor the assignment and make payment to the **covered person**, and the **covered person** fails to promptly reimburse the **provider** for the amount of those covered benefits, then:

- 1. We will pay the **provider** directly after the **provider** notifies us that payment has not been received; and
- 2. The **covered person** must reimburse us for the amount that we paid to the **provider**.

**EXCLUSIONS**

We do not provide benefits under this Part for any **covered person** for BI:

- 1. Sustained while occupying any vehicle that is not **your covered auto** unless that vehicle is:
  - a. A four- or six- wheel land motor vehicle designed for use on public roads;
  - b. A moving van for personal use;
  - c. A **miscellaneous vehicle**; or
  - d. A vehicle used in the business of farming or ranching.
- 2. Sustained while occupying **your covered auto** when it is being used to carry persons for a fee. This exclusion (2) does not apply to:
  - a. A share-the-expense car pool; or
  - b. **Your covered auto** used for volunteer work when reimbursement is limited to mileage expenses.
- 3. Sustained while **occupying** any vehicle located for use as a residence.
- 4. Occurring during the course of employment if workers' compensation benefits are required or available.
- 5. Sustained while **occupying**, or when struck by, any vehicle, other than **your covered auto**, that is owned by **you**.

(PART B Cont'd.)

6. Sustained while **occupying**, or when struck by, any vehicle, other than **your covered auto**, that is owned by any **family member**. This exclusion (6.) does not apply to **you**.
7. Sustained while **occupying** a vehicle without expressed or implied permission.
8. Sustained while **occupying** a vehicle when it is being used in the business or occupation of a **covered person**. This exclusion (8.) does not apply to **BI** sustained while **occupying**:
  - a. A private passenger auto;
  - b. A pickup;
  - c. A **van**; or
  - d. A **trailer** used with these vehicles.
9. Caused by or as a consequence of:
  - a. War;
  - b. Insurrection;
  - c. Revolution;
  - d. Nuclear reaction; or
  - e. Radioactive contamination.
10. Sustained while **occupying your covered auto** while it is rented or leased to others, or shared as part of a personal vehicle sharing program.
11. Sustained while a participant in, or in practice for, any **driving contest or challenge**.
12. Sustained as a result of a **covered person's** exposure to:
  - a. **Fungi**;
  - b. Wet or dry rot; or
  - c. **Bacteria**.

#### 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.

#### SPECIAL PROVISIONS

If **your covered auto** and every other motor vehicle **you** own are within the policy territory referred to in Part E - General Provisions, then coverage under Part B - Medical Payments Coverage will apply to **you** and any **family member** anywhere in the world.

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## PART C - UNINSURED MOTORISTS COVERAGE (referred to as UM Coverage)

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UM Coverage includes underinsured motorists coverage.

#### DEFINITIONS

A. "Actual cash value" as used in this Part means the amount which it would cost to replace damaged property with new property of like kind and quality, less allowance for depreciation and physical deterioration permitted by law.

B. "Covered person" as used in this Part means:

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

(PART C Cont'd.)

However, "covered person" does not include the United States of America or any of its agencies.

- C. "**Property damage**" (referred to as **PD**) as used in this Part means injury to or destruction of **your covered auto**. However, **PD** does not include:

1. Loss of use of **your covered auto**; or
2. Damage to property owned by **you** or any covered person while contained in **your covered auto**.

- 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. That is an underinsured motor vehicle. This means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of the accident but its limit of liability is less than the amount of compensatory damages.
3. That is a hit-and-run motor vehicle. This means a motor vehicle whose owner or operator cannot be identified and that hits:
  - a. **You** or any family member;
  - b. A vehicle **you** or any family member is occupying; or
  - c. **Your covered auto**.

With respect to **BI**, if there is no physical contact with the hit-and-run motor vehicle, the facts of the accident must be proved. However, with respect to **PD**, there must be actual physical contact between **your covered auto** and another motor vehicle.

4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent.

- E. "**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.
3. Operated on rails or crawler treads, except for a snowmobile.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence.

## INSURING AGREEMENT

- A. We will pay compensatory damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:
1. **BI** sustained by a covered person and caused by an auto accident.
  2. **PD** caused by an accident arising out of actual physical contact with **your covered auto**.
- B. The owner's or operator's liability for these damages must arise out of the:
1. Ownership;
  2. Maintenance; or
  3. Use;
- of the uninsured motor vehicle.

## LIMIT OF LIABILITY

- A. For **BI** sustained by any one person in any one accident, **our** maximum limit of liability for all resulting damages is the limit of liability shown on the Declarations for "each person" for UM Coverage. Subject to this limit for "each person," the limit of liability shown on the Declarations for "each accident" for UM Coverage is **our** maximum limit of liability for all damages for **BI** resulting from any one accident.

"Damages" as used in this Paragraph (A.) include, but are not limited to, all:

1. Direct damages;
2. Derivative damages; or
3. Consequential damages;

recoverable by any persons.

- B. For all **PD** resulting from any one accident, **our** limit of liability will be the lesser of:

1. The **actual cash value of your covered auto**; or
2. The amount necessary to repair or replace **your covered auto**.

- C. These limits for **BI** and **PD** are the most we will pay regardless of the number of:

1. **Covered persons**;
2. Claims made;
3. Vehicles shown on the Declarations; or
4. Vehicles involved in the accident.

- D. Any amount otherwise payable for damages under UM Coverage shall be reduced by all sums paid because of the **BI** or **PD** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A.

## EXCLUSIONS

- A. We do not provide UM Coverage for **BI** or **PD** sustained by any **covered person**:
1. If that person or the legal representative settles the **BI** or **PD** claim without **our** consent.
  2. While **occupying your covered auto** when it is being used to carry persons for a fee. This exclusion (A.2.) does not apply to:
    - a. A share-the-expense car pool; or
    - b. **Your covered auto** used for volunteer work when reimbursement is limited to mileage expenses.
  3. Using a vehicle without expressed or implied permission.
  4. While **your covered auto** is rented or leased to others, or shared as part of a personal vehicle sharing program.
  5. While **occupying** any vehicle when it is being operated in, or in practice for, any **driving contest or challenge**.
- B. We do not provide UM Coverage for the first \$200 of the amount of **PD** to each **your covered auto** as the result of any one auto accident.
- C. UM Coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any:
  1. Workers' compensation law;
  2. Disability benefits law; or
  3. Insurer of property.
- D. We do not provide UM Coverage for punitive or exemplary damages.

(PART C Cont'd.)

**OTHER INSURANCE**

If there is other applicable insurance for UM Coverage available under one or more policies or provisions of coverage:

1. Any insurance we provide with respect to:
  - a. A vehicle **you** do not own; or
  - b. A person other than **you** or any **family member**;will be excess over any collectible insurance.
2. 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.

**NON-DUPLICATION**

No **covered person** will be entitled to receive duplicate payments under this coverage for the same elements of loss which were:

1. Paid because of the **BI** or **PD** by or on behalf of persons or organizations who may be legally responsible.
2. Paid or payable under any workers' compensation law or similar disability benefits law.
3. Paid under another provision or coverage in this policy.
4. Paid under any automobile medical expense coverage.

**LOSS PAYABLE CLAUSE**

With respect to **PD**, loss or damage under Part C - UM Coverage will be paid, as interest may appear, to the named insured and the loss payee shown on the Declarations. When **we** pay the loss payee **we** will, to the extent of payment, be subrogated to the loss payee's right of recovery.

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## PART D - PHYSICAL DAMAGE COVERAGE

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### DEFINITIONS

A. "**Actual cash value**" as used in this Part means the amount that it would cost, at the time of loss, to buy a comparable vehicle. As applied to **your covered auto**, a comparable vehicle is one of the same:

1. Make;
2. Model;
3. Model year;
4. Body type; and
5. Options;

with substantially similar mileage and physical condition.

B. "**Collision**" means the impact with an object and includes upset of a vehicle. **Loss** caused by the following is covered under Comprehensive Coverage and is not considered **collision**:

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

However, if breakage of window glass is caused by a **collision**, you may elect to have it considered a **loss** caused by **collision**.

C. "**Custom equipment**" means equipment, furnishings and parts permanently installed in or upon **your covered auto**, other than:

1. Original manufacturer equipment, furnishings or parts;
2. Any replacement of original manufacturer equipment, furnishings or parts with other equipment, furnishings or parts of like kind and quality;
3. Equipment, furnishings or parts designed to assist disabled persons;
4. Anti-theft devices and devices intended to monitor or record driving activity; and
5. Tires of a substantially similar size as those installed by the manufacturer.

D. "**Loss**."

1. "**Loss**" means:

a. Direct and accidental damage to the operational safety, function, or appearance of; or

b. Theft of;

**your covered auto** or personal property contained in **your covered auto**.

2. "**Loss**" includes a total loss, but does not include any damage other than the cost to **repair** or replace.

3. "**Loss**" does not include any loss of use, or diminution in value that would remain after **repair** or replacement of the damaged or stolen property.

(PART D Cont'd.)

E. "Nonowned vehicle."

1. "Nonowned vehicle" means any:

- a. Private passenger auto;
- b. Pickup;
- c. Van;
- d. Miscellaneous vehicle; or
- e. Trailer;

not owned by, or furnished or available for the regular use of, **you** or any **family member**. This applies only when the vehicle is in the custody of or being operated by **you** or any **family member**.

2. A **nonowned vehicle** does not include any of the following vehicles used in any business or occupation other than farming or ranching:

- a. A pickup;
- b. A van; or
- c. A miscellaneous vehicle.

F. "Repair."

1. "Repair" means restoring the damaged property to its pre-loss operational safety, function, and appearance. This may include the replacement of component parts.

2. Repair does not require:

- a. A return to the pre-loss market value of the property;
- b. Restoration, alteration, or replacement of undamaged property, unless such is needed for the operational safety of the vehicle; or
- c. Rekeying of locks following theft or misplacement of keys.

G. "Your covered auto," as used in this Part, includes:

1. Custom equipment, up to a maximum of \$5,000, in or on your covered auto.
2. A **nonowned vehicle**. If there is a loss to a **nonowned vehicle**, we will provide the broadest coverage shown on the Declarations.

## INSURING AGREEMENT

A. Comprehensive Coverage (excluding collision).

1. Physical damage.
  - a. We will pay for loss caused by other than collision to your covered auto, including its equipment, and personal property contained in your covered auto, minus any applicable deductible shown on the Declarations.
  - b. The deductible will be waived for loss to window glass that can be repaired rather than replaced. In cases where the repair proves unsuccessful and the window glass must be replaced, the full amount of the deductible, if any, must be paid.
2. Transportation expenses. We will also pay:
  - a. Up to \$30 a day, to a maximum of \$900, for transportation expenses incurred by you or any family member. This applies only in the event of a total theft of your covered auto. We will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending:
    - (1) When your covered auto is returned to use; or
    - (2) If not recovered or not repairable, up to seven days after we have made a settlement offer.

(PART D Cont'd.)

- b. If Rental Reimbursement Coverage is afforded, limits for transportation expenses are the limits of liability shown on the Declarations for Rental Reimbursement for that vehicle.
  - B. Collision Coverage. We will pay for loss caused by **collision** to **your covered auto**, including its equipment, and personal property contained in **your covered auto**, minus any applicable deductible shown on the Declarations.
  - C. Rental Reimbursement Coverage (for loss other than total theft).
    - 1. We will reimburse **you** for expenses **you** or any **family member** incurs to rent a substitute for **your covered auto**. This coverage applies only if:
      - a. **Your covered auto** is withdrawn from use for more than 24 hours due to a **loss**, other than a total theft, to that auto; and
      - b. The **loss** is covered under Comprehensive Coverage or caused by **collision**, and the cause of **loss** is not otherwise excluded under Part D of this policy.
    - 2. We will reimburse **you** only for that period of time reasonably required to **repair** or replace **your covered auto**. If we determine **your covered auto** is a total loss, the rental period will end no later than seven days after we have made a settlement offer.
  - D. USAA Roadside Assistance. We will pay the reasonable costs **you** or any **family member** incurs for one of the following each time **your covered auto** is disabled:
    - 1. Mechanical labor up to one hour at the place of breakdown.
- 2. Locksmith services to gain entry to **your covered auto**. This does not include the rekeying of locks following theft or misplacement of keys.
  - 3. Towing, to the nearest place where necessary repairs can be made during regular business hours, if the vehicle will not run or is stranded on or immediately next to a public road.
  - 4. Delivery of gas or oil to, or a change of tire on a disabled vehicle. However, we do not pay for the cost of these items.

#### LIMIT OF LIABILITY

- A. Total loss to **your covered auto**. Our limit of liability under Comprehensive Coverage and Collision Coverage is the **actual cash value** of the vehicle, inclusive of any custom equipment.
  - 1. The maximum amount we will include for **loss** to **custom equipment** in or on **your covered auto** is \$5,000.
  - 2. We will declare **your covered auto** to be a total loss if, in our judgment, the cost to **repair** it would be greater than its **actual cash value** minus its salvage value after the **loss**.
- B. Other than a total loss to **your covered auto**:
  - 1. Our limit of liability under Comprehensive Coverage and Collision Coverage is the amount necessary to **repair** the **loss** based on:
    - a. Our estimate; or
    - b. An estimate that we approve, if submitted by **you** or a third party.

Upon request, we will identify at least one facility that is willing and able to complete the **repair** for the amount of the estimate.

(PART D Cont'd.)

2. Our estimate may specify parts that are:
  - a. Used;
  - b. Rebuilt;
  - c. Remanufactured; or
  - d. Non-Original Equipment Manufacturer (non-OEM).
3. You may request that damaged parts be replaced with new Original Equipment Manufacturer (OEM) parts. You will be responsible, however, for any cost difference between the parts included in our estimate and the new OEM parts used in the repair.
4. We will not take a deduction for depreciation. We will take a deduction if prior damage has not been repaired. Prior damage does not include wear and tear.
- C. Personal property contained in your covered auto. The limits of liability described below are separate from the limits available for a loss to your covered auto.
  1. Our limit of liability under Comprehensive Coverage and Collision Coverage is the lesser of:
    - a. The amount necessary to replace the damaged or stolen property; or
    - b. \$250.
  2. We will not take a deduction for depreciation.
- D. Under Rental Reimbursement Coverage, our maximum limits of liability are the limits of liability shown on the Declarations for Rental Reimbursement Coverage.
- E. Under USAA Roadside Assistance, our limit of liability is the reasonable price for the covered service.

**PAYMENT OF LOSS**

- A. We may:
  1. Pay for loss in money; or
  2. Repair or replace the damaged or stolen property.
- B. We may, at our expense, return any stolen property:
  1. To you; or
  2. To the address shown on the Declarations.If we return stolen property we will pay for any damage resulting from the theft.
- C. We may keep all or part of the damaged or stolen property and pay you an agreed or appraised value for it.
- D. We cannot be required to assume the ownership of damaged property.
- E. We may settle a claim either with you or with the owner of the property.

**LOSS PAYABLE CLAUSE**

- A. Loss or damage under this policy will be paid, as interest may appear, to:
  1. The named insured; and
  2. The loss payee shown on the Declarations.
- B. This insurance, with respect to the interest of the loss payee, will not become invalid because of your fraudulent acts or omissions unless the loss results from your:
  1. Conversion;
  2. Secretion; or
  3. Embezzlement;of your covered auto.

(PART D Cont'd.)

- C. We may cancel the policy as permitted by policy terms and the cancellation will terminate this agreement as to the loss payee's interest.
- D. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown on the Declarations.
- E. We may send notices to the loss payee either by mail or by electronic means. However, if the loss payee requests in writing that we not send notices, including a notice of cancellation, we will abide by that request.
- F. When we pay the loss payee we will, to the extent of payment, be subrogated to the loss payee's rights of recovery.

#### WAIVER OF COLLISION DEDUCTIBLE

We will not apply the deductible to **loss** caused by **collision** with another vehicle if all of these conditions are met:

- 1. The **loss to your covered auto** is greater than the deductible amount; and
- 2. The owner and driver of the other vehicle are identified; and
- 3. The owner or driver of the other vehicle has a liability policy covering the **loss**; and
- 4. The driver of **your covered auto** is not legally responsible, in any way, for causing or contributing to the **loss**.

#### EXCLUSIONS

We will not pay for:

- 1. **Loss to your covered auto** which occurs while it is used to carry persons for a fee. This exclusion (1.) does not apply to:
  - a. A share-the-expense car pool; or

- b. Your covered auto used for volunteer work when reimbursement is limited to mileage expenses.
- 2. Damage due and confined to:
    - a. Road damage to tires;
    - b. Wear and tear;
    - c. Freezing; or
    - d. Mechanical or electrical breakdown or failure, including such damage resulting from negligent servicing or repair of **your covered auto** or its equipment. We will pay for ensuing damage only to the extent the damage occurs outside of the major component in which the initial mechanical or electrical breakdown or failure occurs. "Major component" includes, but is not limited to:
      - (1) Transmission/transaxle;
      - (2) Electrical system;
      - (3) Engine, including cooling and lubrication thereof;
      - (4) Air conditioning;
      - (5) Computer;
      - (6) Suspension;
      - (7) Braking;
      - (8) Drive assembly; and
      - (9) Steering.

This exclusion (2.) does not apply if the damage results from the total theft of **your covered auto**, and it does not apply to USAA Roadside Assistance.

- 3. **Loss** due to or as a consequence of:
  - a. War;
  - b. Insurrection;

(PART D Cont'd.)

- c. Revolution;
  - d. Nuclear reaction; or
  - e. Radioactive contamination.
4. **Loss to a camper body or trailer owned by you or any family member that is not shown on the Declarations.** This exclusion (4.) does not apply to one **you or any family member:**
- a. Acquires during the policy period; and
  - b. Asks us to insure within 30 days after **you or any family member** becomes the owner.
5. **Loss to any nonowned vehicle when used by you or any family member without a reasonable belief that you or that family member is entitled to do so.**
6. **Loss to equipment designed or used to evade or avoid the enforcement of motor vehicle laws.**
7. **Loss to any nonowned vehicle arising out of its use by you or any family member while employed or otherwise engaged in auto business operations.**
8. **Loss to your covered auto while it is rented or leased to others, or shared as part of a personal vehicle sharing program.**
9. **Loss to any vehicle while it is being operated in, or in practice for, any driving contest or challenge.**
10. **Loss resulting from:**
- a. The acquisition of a stolen vehicle;
  - b. Any legal or governmental action to return a vehicle to its legal owner; or
  - c. Any confiscation or seizure of a vehicle by governmental authorities.

This exclusion (10.) does not apply to innocent purchasers of stolen vehicles for value under circumstances that would not cause a reasonable person to be suspicious of the sales transaction or the validity of the title.

11. **Loss resulting from use in any illicit or prohibited trade or transportation.**

12. Any **loss** arising out of any act committed:

- a. By or at the direction of **you or any family member**; and
- b. With the intent to cause a **loss**.

13. **Loss caused by:**

- a. **Fungi:**
- b. Wet or dry rot; or
- c. Bacteria.

This means the presence, growth, proliferation, spread, or any activity of fungi, wet or dry rot, or bacteria.

This exclusion (13.) does not apply to damage directly resulting from a **loss** covered under Comprehensive Coverage or Collision Coverage.

#### 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 **nonowned vehicle** will be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the **nonowned vehicle**.

2. Any other applicable physical damage insurance.
3. Any other source of recovery applicable to the **loss**.

This provision does not apply to USAA Roadside Assistance.

#### APPRAISAL

If we and **you** do not agree on the amount of

**loss** either may demand an appraisal. 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 pay its chosen appraiser and share the expenses of the umpire equally. Neither we nor **you** waive any rights under this policy by agreeing to an appraisal.

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## PART E - GENERAL PROVISIONS

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#### BANKRUPTCY

Bankruptcy or insolvency of the **covered person**, as defined in this policy, shall not relieve us of any obligations under this policy.

#### CHANGES

- A. The premium is based on information we have received from **you** and other sources.
  1. **You** agree to cooperate with **us** in determining if this information is correct and complete.
  2. **You** agree that if this information changes, or is incorrect or incomplete, we may adjust your premiums accordingly during the policy period.
- B. If, during the policy period, the risk exposure changes for any of the following reasons, we will make the necessary premium adjustments effective the date of change in exposure. Change in exposure means the occurrence of an event listed in B.1. through B.7. or in E. below, or a similar event that may increase or decrease the policy premium. **You** agree to give us notice of any exposure change as soon as is reasonably possible. Changes that may result in a premium adjustment include, but are not limited to, the following:
  1. Change in location where any vehicle is garaged.
  2. Change in the following with regard to any vehicle:

- a. Description;
  - b. Equipment;
  - c. Purchase date;
  - d. Registration;
  - e. Cost;
  - f. Usage;
  - g. Miles driven annually; or
  - h. Operators.
3. Replacement or addition of any vehicle. A replacement or additional vehicle is a **newly acquired vehicle**.
  4. Deletion of a vehicle.
    - a. The named insured may request that a vehicle shown on the Declarations be deleted from this policy.
    - b. The effective date of this change cannot be earlier than the date of the named insured's request unless we agree to an earlier date.
  5. Change in the following with regard to any operator:
    - a. Date of birth;
    - b. Marital status;

(PART E Cont'd.)

- c. Driver's license information; or
  - d. Driving record.
6. Addition or deletion of an operator.
  7. Change, addition or deletion of any coverage or limits.
- C. We will make any calculations or adjustments of **your** premium using the applicable rules, rates, and forms as of the effective date of the change.
- D. If we make a change which broadens coverage under this edition of **our** policy without additional premium charge, that change will automatically apply to **your** insurance as of the date **we** implement that change in **your** location. This paragraph does not apply to changes implemented with a revision that includes both broadenings and restrictions in coverage. Otherwise, this policy includes all of the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**.
- E. Deployment.
1. If, because of **your** active-duty deployment in one of the military services of the United States, **you** have reduced the coverage on **your** covered auto and placed the vehicle in storage, then, upon **your** return from the deployment, **we** will reinstate the coverage that was on the vehicle prior to the deployment-caused reduction beginning on the date the vehicle is removed from storage.
  2. Any reinstatement of coverage under E.1. will apply for up to 60 days after the date **you** returned from deployment. If **you** wish to continue the reinstated coverage beyond the 60-day period, **you** must request it during the 60-day period. If **you** request reinstated coverage after this 60-day period, any coverage **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.
- 3. **You** must pay an additional premium, as set out in Part E., Changes, B.7., for the reinstated coverage. However, if **you** return from deployment on furlough or emergency leave for a period of 30 days or less, we will waive any increase in the premium for the period of time **you** are on furlough or emergency leave; provided that no claim for coverage under this policy is made for a loss that occurs during that time period. If a loss occurs **we** will, as of the date of the loss, reinstate the coverage that was on the vehicle prior to the deployment-caused reduction, and **you** must pay an additional premium for that coverage.

#### CONFORMITY TO LAW

If any of the terms of this policy conflict with state or local law, state or local law will apply.

#### DUTIES AFTER AN ACCIDENT OR LOSS

We will not be required 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 an accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person or entity seeking any coverage or payment of any benefits except payment under Part A - Liability 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 a suit, 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. The examination must be signed.

(PART E Cont'd.)

4. Authorize **us** to obtain medical reports and other pertinent records.
  5. Submit a proof of loss when required by **us**.
  6. Promptly notify the police if a hit-and-run driver is involved.
- C. A person seeking coverage under Part C - Uninsured Motorists Coverage must also:
1. Promptly notify **us**, in writing, of a tentative settlement between the **covered person** and the insurer of the **uninsured motor vehicle**; and
  2. Allow **us** 30 days to advance payment to that **covered person** in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or operator of such **uninsured motor vehicle**.
- D. A person seeking coverage under Part D - Physical Damage Coverage must also:
1. Take reasonable steps after loss to protect **your covered auto** and its equipment from further loss. We will pay reasonable expenses incurred to do this.
  2. Promptly notify the police if **your covered auto** is stolen.
  3. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

**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 **covered person**, as defined in Part A, 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 a **covered person**, as defined in this policy.
- C. Under Part C - Uninsured Motorists Coverage:
1. No action can be brought against **us** for any claim involving an **uninsured motor vehicle** unless the action is brought within:
    - a. Three years from the date of the accident; or
    - b. Two years from the date that the **covered person** is aware or should have been aware of a claim for which coverage would apply;whichever is later.
2. If the **covered person** does not take action against the tortfeasor within three years from the date of the accident, then that **covered person** cannot bring action against **us**.
- D. Unless we agree otherwise, any legal action against **us** must be brought in a court of competent jurisdiction in the county and state where the **covered person** lived at the time of the accident.

**MISREPRESENTATION**

We do not provide any coverage under this policy for any person who has knowingly concealed or misrepresented any material fact or circumstance relating to this insurance:

1. At the time application was made; or
2. At any time during the policy period; or
3. In connection with the presentation or settlement of a claim.

(PART E Cont'd.)

## NON-DUPLICATION OF PAYMENT

When a claim, or part of a claim, is payable under more than one provision of this policy, we will pay the claim only once under this policy.

## 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 will be subrogated to that right. The person to or for whom payment was made shall do whatever is necessary to enable us to exercise our rights, and shall do nothing after loss to prejudice them. However, our rights in this paragraph do not apply:
  1. Under Part D, against any person using **your covered auto** with a reasonable belief that that person is entitled to do so; or
  2. Under Part B - Medical Payments Coverage.
- B. If we make a payment under this policy and the person to or for whom payment was made recovers damages from another, the person to or for whom payment was made shall hold in trust for us the proceeds of the recovery and reimburse us to the extent of our payment. However, this paragraph does not apply to Part B - Medical Payments Coverage.
- C. If the **covered person**, as defined in this policy, recovers from the party at fault and we share in the recovery, we will pay our share of the legal expenses. Our share is that percent of the legal expenses that the amount we recover bears to the total recovery. This does not apply to any amounts recovered or recoverable by us from any other insurer under any inter-insurer arbitration agreement.
- D. If we make payment for a claim under Part A, and the **covered person**, as defined in Part A:

1. Knowingly concealed or misrepresented any material fact or circumstance relating to this insurance; or
2. Failed or refused to comply with the duties specified in this policy and prejudiced our defense of the liability claim by such failure or refusal;

then, the **covered person** shall reimburse us to the extent of our payment and cost of defense.

- E. With regard to Part C - UM Coverage, we shall be entitled to a recovery only after the person has been fully compensated for damages.
- F. If we make payment for a claim under Part D and **you** or any **family member** has knowingly concealed or misrepresented any material fact or circumstance relating to this insurance, then **you** shall reimburse us to the extent of our payment.

## OWNERSHIP

For purposes of this policy, a vehicle is deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.

## POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur during the policy period as shown on the Declarations and within the policy territory. The policy territory is the United States of America (USA), its territories and possessions, Puerto Rico, and Canada, including transportation of **your covered auto** between any ports of these locations.
- B. The policy territory also includes Mexico, subject to the following conditions:
  1. All coverages afforded by the policy are extended to include coverage during trips into Mexico. This applies only to loss or accident that occurs within 75 miles of the USA border.

(PART E Cont'd.)

- a. Any liability coverage afforded by the policy is extended to include the remainder of Mexico, but only if:
    - (1) You have valid and collectible liability coverages from a licensed Mexican insurance company at the time of loss; and
    - (2) The original liability suit for BI or PD is brought in the USA.
  - b. Collision Coverage is extended to include the remainder of Mexico.
2. Coverage under this policy does not extend:
- a. To any **covered person**, as defined in this policy, who does not live in the USA.
  - b. To any **covered person**, as defined in this policy, occupying a vehicle which is not principally garaged and used in the USA.
  - c. To any vehicle which is not principally garaged and used in the USA.
3. The words "state or province" as used in the Out of State Coverage provision in Part A of the policy do not include a "state or province" of Mexico.
4. Losses payable under Part D of the policy will be paid in the USA. If the vehicle must be repaired in Mexico, our limit of liability will be determined at the nearest point in the USA where repairs can be made.
5. Any insurance we provide will be excess over any other similar valid and collectible insurance.

#### REDUCING THE RISK OF LOSS AND OTHER BENEFITS

We may occasionally provide **you** with products or services that assist **you** in preventing or reducing the risk of loss, and may provide an incentive for **your** use of these items. We may also occasionally provide **you**

with items, offers or services we think may benefit **you or your family members**. Such items, offers and services may be provided in any form we choose.

#### 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 service of process, pleadings, or 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 the insurance policy does not affect the appointment for an incident that occurred when the 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 e-mail and mailing address of the policyholder in order to coordinate any payment of claims or defense of claims that are required.

#### SPOUSE ACCESS

- A. The named insured and we agree that the named insured and resident spouse are "customers" for purposes of state and federal privacy laws. The resident spouse will have access to the same information available to the named insured and may initiate the same transactions as the named insured.
- B. The named insured may notify us that he/she no longer agrees that the resident spouse shall be treated as a "customer" for purposes of state and federal privacy laws, and we will not permit the resident spouse to access policy information.

#### TERMINATION

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

(PART E Cont'd.)

1. You may cancel this policy at any time, but the effective date of cancellation cannot be earlier than the date of the request unless we agree to an earlier date.
  2. We may cancel this policy by sending notice to the named insured shown on the Declarations. This cancellation notice may be delivered to the named insured, mailed by first class mail to the most recent address you provided to us, or sent electronically if we have your consent and agreement on file to receive documents electronically. In any event, we will give:
    - a. At least ten days notice:
      - (1) If cancellation is for nonpayment of premium; or
      - (2) If notice is sent during the first 60 days this policy is in effect and this is not a renewal policy; or
    - b. At least 30 days notice in all other cases.
  3. After this policy has been in effect for 60 days, or if this is a renewal policy, we will cancel only for one or more of the following:
    - a. For nonpayment of premium.
    - b. If the driver's license or motor vehicle registration of the named insured, or any operator who either resides in the same household or customarily operates your covered auto, has been suspended or revoked:
      - (1) During the policy term; or
      - (2) If the policy is a renewal:
        - (a) During its term; or
        - (b) During the 180 days immediately preceding its effective date.
- c. If the named insured made a false statement on the application for insurance.
  - d. If a covered person knowingly and willfully made a false material statement on a claim submitted under the policy.

B. Nonrenewal.

1. If we decide not to renew this policy, we will send notice to the named insured shown on the Declarations. This notice may be delivered to the named insured, mailed by first class mail to the most recent address you provided to us, or sent electronically if we have your consent and agreement on file to receive documents electronically. In any event, notice will be sent at least 30 days before the end of the policy period.
2. We may nonrenew for any reason not prohibited by law.

C. Automatic Termination.

1. If we offer to renew 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 premium when due will mean that you have not accepted our offer.
2. 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. This does not apply to liability coverage purchased for travel in Mexico.

D. Other Termination Provisions.

1. Proof of mailing or electronic transmission of any notice will be sufficient proof of notice.

(PART E Cont'd.)

2. If this policy is cancelled, the named insured shown on the Declarations may be entitled to a premium 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 will become the end of the policy period.

**TRANSFER OF YOUR INTEREST IN THIS POLICY**

Your rights and duties under this policy may not be assigned without our written consent. However, if the named insured shown on the Declarations dies, we will provide coverage until the end of the policy period for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if the named insured shown on the Declarations; and
2. The legal representative of the deceased person as if the named insured shown on the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use your covered auto.

**TWO OR MORE AUTO POLICIES**

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

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