



# Private Fleet Auto Policy

## Declarations

### YOUR AGENT

System Validation Only LLC  
1 North Lexington Avenue  
Suite 13  
Silver Spring, MD 20905  
301-305-9662  
14673900

Your Declarations summarizes your coverage and premium. Please read your policy, any attached forms and endorsements and your Declarations for a full description of your coverage.

### NAME & ADDRESS OF INSURED

**Lewis Hamilton**  
142 Tuscaloosa Ave  
Atherton, CA 94027

Policy Number **PA247297700**  
Policy Period **10/23/2023 To 10/23/2024 at 12:01 AM Standard Time**  
Issuing Company **Privilege Underwriters Reciprocal Exchange**  
800 Corporate Drive, Suite 420  
Fort Lauderdale, FL 33334  
888-813-7873

### SUMMARY OF YOUR COVERED AUTOS

AUTO	YEAR	MAKE	VIN NUMBER	AGREED VALUE
1	2016	Porsche	WP0AD2A90GS166373	\$115,000
2	2013	Nissan	1N4AL3AP4DN446479	\$6,500

### DRIVERS

NAME	RELATION	LICENSE	STATE	DOB	SEX
Lewis Hamilton	Named Insured	On file with company	CA	On file with company	M

# Private Fleet Auto Policy

Page 2

## Lewis Hamilton

Policy Number **PA247297700**

Policy Tier **9**

### AUTO 1

Year/Make/Model	2016 Porsche 911
Type	Private Passenger
VIN Number	WP0AD2A90GS166373
Agreed Value	\$115,000
Customizing Equipment	\$0
Collision Symbol	98
Other Than Collision Symbol	98

COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$35,000		\$401
Medical Payments	\$1,000			\$7
Uninsured Motorists Bodily Injury		\$35,000		\$13
Uninsured Motorists Property Damage		\$3,500		\$0
Collision			\$250	\$3,211
Other Than Collision			\$250	\$689
Extended Towing and Labor		\$350		\$16
<b>Total</b>				<b>\$4,337</b>

# Private Fleet Auto Policy

Page 3

## Lewis Hamilton

Policy Number PA247297700

Policy Tier 9

### AUTO 2

Year/Make/Model	2013 Nissan ALTIMA
Type	Private Passenger
VIN Number	1N4AL3AP4DN446479
Agreed Value	\$6,500
Customizing Equipment	\$0
Collision Symbol	31
Other Than Collision Symbol	30

COVERAGE	LIMIT OF LIABILITY PER PERSON	LIMIT OF LIABILITY PER OCCURRENCE	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage		\$35,000		\$394
Medical Payments	\$1,000			\$17
Uninsured Motorists Bodily Injury		\$35,000		\$12
Uninsured Motorists Property Damage		\$3,500		\$0
Collision			\$250	\$964
Other Than Collision			\$250	\$139
Extended Towing and Labor		\$350		\$20
<b>Total</b>				<b>\$1,547</b>

# Private Fleet Auto Policy

Page 4

**Lewis Hamilton**

Policy Number **PA247297700**

Policy Tier **9**

---

## FORMS & ENDORSEMENTS

The following forms and endorsements are attached for this policy.

NAME	FORM NUMBER	EDITION DATE
<b>Declarations Page</b>	PFA-999-CA	06/01/2013
<b>OFAC Notice</b>	PURE-DSC- GEN-001	08/01/2015
<b>Consumer Services Notice - California</b>	PURE-DSC-CA-001	08/01/2019
<b>California Rating Information Disclosure</b>	PFA-DSC-CA-002	07/01/2018
<b>California Auto Body Repair Consumer Bill of Rights</b>	PFA-BRHO-CA	06/01/2013
<b>California Fraud Statement</b>	PURE-001-CA	06/01/2013
<b>Auto Policy Index</b>	PFA-998-GEN	03/01/2012
<b>Private Fleet Automobile Policy</b>	PFA-997-GEN	01/01/2012
<b>Amendment of Private Fleet Automobile Provisions – California</b>	PFA-END-CA-001	09/01/2015
<b>Uninsured Motorist Coverage - California</b>	PFA-042-CA	06/01/2013
<b>Single Liability Limit</b>	PFA-007-GEN	05/01/2013
<b>Single UM Limit - California</b>	PFA-017-CA	06/01/2013
<b>Extended Towing and Labor Costs Coverage</b>	PFA-011-GEN	03/01/2012
<b>Limited Mexico Coverage</b>	PFA-027-GEN	06/01/2013
<b>Contact Information</b>	PFA-027-NE	01/01/2012
<b>Privacy Notice</b>	PURE-038-GEN	03/01/2014

---

# Private Fleet Auto Policy

*Page 5*

**Lewis Hamilton**

Policy Number **PA247297700**

Policy Tier **9**

---

Total Premium	<b>\$5,884</b>
California Investigation Assessment	<b>\$2</b>
California Consumer Services Assessment	<b>\$1</b>
California Fraud Interdiction Assessment	<b>\$1</b>
Surplus Contribution	<b>\$235</b>

Grand Total	<b>\$6,123</b>
-------------	----------------

**If you have any questions regarding the information on this  
Declarations, please contact your agent or PURE Member Services  
at (888) 813-PURE.**



# U.S Treasury Department's Office of Foreign Assets Control ("OFAC")

## *Advisory Notice to Policyholders*

---

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- **Foreign agents;**
- **Front organizations;**
- **Terrorists;**
- **Terrorist organizations; and**
- **Narcotics traffickers;**

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## Consumer Services Notice - California

---

Your policy has been issued by:

**Privilege Underwriters Reciprocal Exchange (PURE)**  
**800 Corporate Dr., Suite 420**  
**Fort Lauderdale, FL 33334**

If you are having problems, you can contact PURE at the following address and telephone number:

**Privilege Underwriters Reciprocal Exchange (PURE)**  
**44 South Broadway, Suite 301**  
**White Plains, NY 10601**  
**888.813.7873**

**YOU CAN CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING ADDRESS, TOLL-FREE TELEPHONE NUMBER OR INTERNET WEB SITE IF A SATISFACTORY RESOLUTION TO YOUR PROBLEM CANNOT BE OBTAINED FROM YOUR INSURANCE AGENT OR PURE:**

**THE DEPARTMENT OF INSURANCE**  
**CONSUMER SERVICES**  
**300 SOUTH SPRING STREET**  
**LOS ANGELES, CA 90013**  
**1-800-927-HELP**  
**<http://www.insurance.ca.gov/01-consumers/>**



# California Rating Information Disclosure

---

**Company:** Privilege Underwriters Reciprocal Exchange  
**Policy Number:** PA247297700  
**Effective Date:** 10/23/2023  
**Expiration Date:** 10/23/2024  
**Named Insured:** Lewis Hamilton  
**Address:** 142 Tuscaloosa Ave  
Atherton, CA 94027

**Name(s) of Driver(s):**

1. Lewis Hamilton

**Description And Type Of Vehicle(s):**

1. 2016 Porsche 911 WP0AD2A90GS166373
2. 2013 Nissan ALTIMA 1N4AL3AP4DN446479

California law requires us to provide certain rating information to you. This document provides information related to each rated driver and vehicle on your policy. You should read this document carefully and contact us or your agent if you have any questions regarding this information.





# California Rating Information Disclosure

---

Driver Related Information for Lewis Hamilton	
<b>Classification Category:</b>	
Number of Traffic Convictions:	0
Number of At-Fault Accidents:	0
Year Licensed:	1990
Good Student Discount Applied (Yes/No):	No
Mature Driver Improvement Course Discount Applied (Yes/No):	No
California Good Driver Discount Applied (Yes/No):	Yes
PURE Preferred Driver Discount Applied (Yes/No):	No
Occasional Operator Discount Applied (Yes/No):	No
Away at School Discount Applied (Yes/No):	No
Safe Driver Discount Applied (Superior, Excellent or Exceptional):	Exceptional



## California Rating Information Disclosure

---

Vehicle Related Information for 2016 Porsche 911 WP0AD2A90GS166373	
<b>Classification Category:</b>	
Rated Driver:	Lewis Hamilton
Estimated Annual Mileage (Prior policy term):	N/A
Estimated Annual Mileage (Current policy term):	8000
ZIP Code (Garaged Location):	94027
Vehicle Use:	Pleasure
Anti-Lock Braking System (Yes/No):	Yes
Passive Restraint Device (Yes/No):	Yes
Anti-Theft Device:	Yes
Multi Car Discount Applied (Yes/No):	Yes
Multi Line Discount Applied (Yes/No):	No

Vehicle Related Information for 2013 Nissan ALTIMA 1N4AL3AP4DN446479	
<b>Classification Category:</b>	
Rated Driver:	N/A
Estimated Annual Mileage (Prior policy term):	N/A
Estimated Annual Mileage (Current policy term):	8000
ZIP Code (Garaged Location):	94027
Vehicle Use:	Pleasure
Anti-Lock Braking System (Yes/No):	Yes
Passive Restraint Device (Yes/No):	Yes
Anti-Theft Device:	Yes
Multi Car Discount Applied (Yes/No):	Yes
Multi Line Discount Applied (Yes/No):	No



# California Auto Body Repair Consumer Bill of Rights

---

(This form was developed by the California Department of Insurance)

## A CONSUMER IS ENTITLED TO:

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

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

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

Toll Free (866) 799-3811  
California Department of Consumer Affairs  
Bureau of Automotive Repair  
10240 Systems Parkway  
Sacramento, CA 95827

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

## COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

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

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

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



# CALIFORNIA FRAUD STATEMENT

---

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.



# Private Fleet Auto Policy Index

---

	<u>Beginning on Page</u>
<b>AGREEMENT</b>	1
<b>DEFINITIONS</b>	1
<b>PART A - LIABILITY COVERAGE</b>	3
Insuring Agreement	
Supplementary Payments	
Exclusions	
Limit of Liability	
Out of State Coverage	
Financial Responsibility	
Other Insurance	
Federal Employees Using Autos in Government Business	
<b>PART B - MEDICAL PAYMENTS COVERAGE</b>	5
Insuring Agreement	
Exclusions	
Limit of Liability	
Other Insurance	
<b>PART C - UNINSURED MOTORISTS COVERAGE</b>	7
Insuring Agreement	
Exclusions	
Limit of Liability	
Other Insurance	
Arbitration	
<b>PART D - COVERAGE FOR DAMAGE TO YOUR AUTO</b>	10
Insuring Agreement	
Transportation Expenses and Temporary Emergency Expenses	
Exclusions	
Limit of Liability	
Payment of Loss	
No Benefit to Bailee	
Other Sources of Recovery	
Appraisal	
Full Glass Coverage	
Multiple Policy Deductibles	

# Private Fleet Auto Policy Index

Page 2

---

- Waiver of Collision Deductible
- Coverage for Accidental Deployment of an Airbag
- Auto Loan/Lease Coverage
- Auto Lock Coverage
- Towing Coverage
- Spare Parts
- Pet Injury

## **PART E - DUTIES AFTER AN ACCIDENT OR LOSS** 14

- General Duties
- Additional Duties for Uninsured Motorists Coverage
- Additional Duties for Coverage for Damage to Your Auto

## **PART F - GENERAL PROVISIONS** 14

- Bankruptcy
- Changes
- Fraud
- Legal Action Against Us
- Our Right to Recover Payment
- Policy Period and Territory
- Termination
- Transfer of Your Interest in This Policy
- Two or More Auto Policies

This policy is issued by Privilege Underwriters Reciprocal Exchange (PURE), a reciprocal insurance company. By purchasing this policy, you are a Subscriber to PURE. You are subject to the Subscriber's Agreement and Power of Attorney. This is a non-assessable policy consistent with section 629.261, Florida Statutes. The liability of the Subscriber to PURE is limited to the costs associated with the insurance policies only. This is a participating policy and you are entitled to dividends as may be declared by PURE. PURE may annually allocate a portion of surplus to subscriber savings accounts. Amounts allocated to subscriber savings accounts remain a part of PURE's surplus. They may be used to support the operations of PURE. Your right to the balance in the subscriber savings account is limited as set forth in the Subscriber's Agreement.

In witness whereof, we have caused this policy to be executed and attested, and if required by state law this policy shall not be valid unless countersigned by our authorized representative.

# Private Fleet Auto Policy Index

*Page 3*

---



---

Attorney-in-fact

## Private Fleet Automobile Policy

### AGREEMENT

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

**G.** "Occupying" means:

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

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

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

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

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

**J.** "Your covered auto" means:

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

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

**K.** "Newly acquired auto":

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



- (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
  - (b) For farming or ranching.
- 2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage:
  - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
  - b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
    - (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
    - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
  - c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
    - (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
    - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.
  - L. "Collector auto" means any "classic vehicle", "exotic vehicle" or "antique vehicle" shown in the Declarations that is;
    - 1. maintained primarily for use in car club activities, parades, exhibitions, other functions of public interest or for a private collection; and
    - 2. used infrequently for other purposes.
  - M. "Antique vehicle" means a vintage auto or motor cycle manufactured more than 25 years prior to the current year.. Antique vehicles are rarely driven and typically transported by trailer.
  - N. "Classic vehicle" means a motor vehicle of limited production or availability, unique or rare design, and recognized for its aesthetic value. For purposes of this policy, a classic vehicle also includes a reproduction of a collector auto.
  - O. "Exotic vehicle" means a motor vehicle that is less than 20 years old that has not been altered from its original factory specifications. Exotic vehicles are of unique

design and are part of a limited production. An exotic vehicle's value is derived in part from its performance and the artistic nature of its bodywork and interior.

---

## **PART A – LIABILITY COVERAGE**

---

### **INSURING AGREEMENT**

**A.** We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

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

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision **(B.4.)** applies only if the person or organization does not own or hire the auto or "trailer".

### **SUPPLEMENTARY PAYMENTS**

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.

2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

### **EXCLUSIONS**

**A.** We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
  - a. Rented to;
  - b. Used by; or
  - c. In the care of;that "insured".

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

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion **(A.4.)** does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion **(A.5.)** does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
  - a. Selling;

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

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

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

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

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

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

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

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

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

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

1. Any vehicle which:

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

This Exclusion **(B.1.)** does not apply:

- 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 "your covered auto", which is:

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

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

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

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

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

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

- a. Competing in; or
- b. Practicing or preparing for; any prearranged or organized racing or speed contest.

#### **LIMIT OF LIABILITY**

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

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

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

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

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

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

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

## **OUT OF STATE COVERAGE**

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

**A.** If the state or province has:

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

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

## **FINANCIAL RESPONSIBILITY**

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

## **OTHER INSURANCE**

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, if other insurance is available under a policy or contract relating to the maintenance, selling, repairing, servicing, storing, or parking of motor vehicles, then any insurance we provide will be excess over that other insurance. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

## **FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS**

If this policy is issued to a federal employee using an auto in government business, the following provision is added:

The following are not "insureds" under Part **A**:

1. The United States of America or any of its agencies.
2. Any person with respect to "bodily injury" or "property damage" 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 "bodily injury" or "property damage".

---

## **PART B – MEDICAL PAYMENTS COVERAGE**

---

### **INSURING AGREEMENT**

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

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

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

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

1. You or any "family member":

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

## EXCLUSIONS

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

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

However, this Exclusion (6.) does not apply to you.
- 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in a. or b. above.
- 9. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.
- 10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation; or
  - c. Radioactive contamination.
- 11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for;  
any prearranged or organized racing or speed contest.

## LIMIT OF LIABILITY

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

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **C** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.

### **OTHER INSURANCE**

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

---

## **PART C – UNINSURED MOTORISTS COVERAGE**

---

### **INSURING AGREEMENT**

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

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

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

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

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

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

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

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

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

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

### **EXCLUSIONS**

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

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
  - B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
    1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
    2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion **(B.2.)** does not apply to a share-the-expense car pool.
    3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(B.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.
  - C.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
    1. Workers' compensation law; or
    2. Disability benefits law.
  - D.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.
4. Vehicles involved in the accident.
  - B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
    1. Part **A** or Part **B** of this policy; or
    2. Any Underinsured Motorists Coverage provided by this policy.
  - C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
  - D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
    1. Workers' compensation law; or
    2. Disability benefits law.

#### **OTHER INSURANCE**

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

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

#### **LIMIT OF LIABILITY**

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

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

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

share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

## **ARBITRATION**

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

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

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

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

### **B.** Each party will:

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

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

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

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



---

**PART D – COVERAGE FOR DAMAGE TO  
YOUR AUTO**

---

**INSURING AGREEMENT**

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

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

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

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

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

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

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

**C.** "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while

in the custody of or being operated by you or any "family member";

2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.
3. Any vehicle you lease or rent for a period not greater than 90 days.

**TRANSPORTATION EXPENSES AND  
TEMPORARY EMERGENCY LIVING EXPENSES**

**A.** In addition, we will pay, without application of a deductible, up to a maximum of \$5,000 for reasonable additional expenses you incur for:

1. Transportation expenses;
2. Meals, lodging and phone expenses if you are more than 50 miles from your closest residence; and
3. Expenses for which you become legally responsible in the event of a loss to a "non-owned auto".

We will pay for such expenses if the loss is caused by:

- (1) Other than "collision" only if Other Than Collision Coverage is provided for an auto on your Declarations.
- (2) "Collision" only if Collision Coverage is provided for an auto on your Declarations.

**B.** Our payment will be limited to that period of time reasonably required to repair "your covered auto" or "non-owned auto". In the event of a total loss, our payment will be limited to that period of time until we pay the loss.

**EXCLUSIONS**

We will not pay for:

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

**2. Damage due and confined to:**

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

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

**3. Loss due to or as a consequence of:**

- a.** Radioactive contamination;
- b.** Discharge of any nuclear weapon (even if accidental);
- c.** War (declared or undeclared);
- d.** Civil war;
- e.** Insurrection; or
- f.** Rebellion or revolution.

**4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals.**  
This includes but is not limited to:

- a.** Radios and stereos;
- b.** Tape decks;
- c.** Compact disk systems;
- d.** Navigation systems;
- e.** Internet access systems;
- f.** Personal computers;
- g.** Video entertainment systems;
- h.** Telephones;
- i.** Televisions;
- j.** Two-way mobile radios;
- k.** Scanners;
- l.** Citizens band radios; or
- m.** Personal media players.

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

**5. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.**

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

**6. Loss to:**

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

This Exclusion **(6.)** does not apply to a:

- a.** "Trailer", and its facilities or equipment, which you do not own; or
- b.** "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
  - (1)** Acquire during the policy period; and
  - (2)** Ask us to insure within 14 days after you become the owner.

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

**8. Loss to equipment designed or used for the detection or location of radar or laser.**

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

- a.** Special carpeting or insulation;
- b.** Furniture or bars;
- c.** Height-extending roofs; or

- d. Custom murals, paintings or other decals or graphics.

This Exclusion (9.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

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

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

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

- 11. Loss arising out of the ownership, maintenance or use of "your covered auto" or "non-owned auto":

- a. During instruction, practice, preparation for, or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- b. On a facility designed for:
  - (1) Racing;
  - (2) Testing; or
  - (3) Any other similar facility.

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

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

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

- 13. The actual or perceived loss in market or resale value of an auto which results from a direct or accidental loss.

- 14. Loss to a "collector auto" caused by insects, birds or vermin, inherent defect, dampness, mildew,

mold, rot or rust, temperature extremes or gradual deterioration.

- 15. Loss to a "collector auto" caused by any repairing, renovating or refinishing process unless the process results in a fire or explosion. We will only pay for the damage caused by the fire or explosion.

### **LIMIT OF LIABILITY**

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

- 1. The Agreed Value stated in the Declarations or, for any auto without an Agreed Value stated in the Declarations, the actual cash value of the stolen or damaged property;
- 2. Amount necessary to repair or replace the property with other property of like kind and quality without application of depreciation; or
- 3. \$1,500 for loss to any "Non-owned auto" that is a trailer.

However, our payment will be reduced by any amount paid for a previous loss to the same vehicle if the prior damage has not been repaired.

- B. Any applicable deductible shown in the Declarations will reduce our payment for loss. In the event of a Total Loss, no deductible will apply. An auto will be considered a Total Loss when:

- 1. The costs of labor and parts to repair the auto plus the salvage value are greater than or equal to the Agreed Value;
- 2. The entire auto is stolen, not recovered and we offer to settle the loss; or
- 3. We deem it to be a Total Loss.

### **PAYMENT OF LOSS**

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

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

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

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

#### **NO BENEFIT TO BAILEE**

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

#### **OTHER SOURCES OF RECOVERY**

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

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

#### **APPRAISAL**

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

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

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

#### **FULL GLASS COVERAGE**

We will pay under Other Than Collision Coverage for the cost of repairing or replacing the damaged windshield on "your covered auto" without a deductible. We will pay only if the Declaration indicates that Other Than Collision Coverage applies.

#### **MULTIPLE POLICY DEDUCTIBLES**

If a loss caused by the same occurrence is covered under both Part **D** of this policy and a homeowners policy issued by us where you are a "named insured", at your option we

will apply only the highest applicable deductible between the two policies.

#### **WAIVER OF COLLISION DEDUCTIBLE**

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

1. The loss involves an "uninsured motor vehicle", as the term is defined in the Uninsured Motorist Coverage endorsement; and
2. You are legally entitled to recover the full amount of the loss from the owner or operator of the "uninsured motor vehicle"; or
3. The loss was caused by a "collision" with another auto insured by us.

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

In no event will we pay more than the amount of the loss. The Arbitration and Duties after an Accident or Loss Provisions on the Uninsured Motorists Coverage endorsement apply to the Waiver of Collision Deductible Provision.

#### **COVERAGE FOR ACCIDENTAL DEPLOYMENT OF AN AIRBAG**

We will pay the full cost to repair or replace an airbag system that accidentally deploys and is not caused by a collision or other than collision loss. There is no deductible for this coverage.

#### **AUTO LOAN/LEASE COVERAGE**

If there is a total loss to "your covered auto", we will pay any unpaid amount due on the lease or loan for "your covered auto" less:

1. The amount paid under Part **D** – Coverage for Damage to Your Auto of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of loss;

- b. Financial penalties imposed under a lease for high mileage;
- c. Security deposits not refunded by a lessor;
- d. Cost for extended warranties, Credit , Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

#### **AUTO LOCK COVERAGE**

If the keys to "your covered auto" or "non-owned auto" are lost or stolen, and we are notified of the loss within 72 hours, we will pay up to \$1,500 for the following:

1. The cost to replace or duplicate keys; or
2. The labor costs to retrieve keys accidentally locked in the vehicle; or
3. The cost to re-key the locks when the vehicle is stolen and then recovered or the keys are lost or stolen.

There is no deductible for this coverage.

#### **TOWING COVERAGE**

If "your covered auto" is disabled as a result of a covered loss, we will pay the reasonable cost to tow "your covered auto" to a repair facility and for labor performed at the place of disablement.

#### **SPARE PARTS**

We will pay up to \$1,000 in total if spare parts you own as replacement parts for your "collector auto" are lost or damaged unless an exclusion applies. There is no deductible for this coverage.

#### **PET INJURY**

We will pay reasonable expenses incurred for necessary medical services because of a loss caused by a "collision" and sustained by any domestic animals owned by, or in the care, custody and control of an "insured". This coverage only applies if the domestic animal was "occupying" at the time of loss a:

1. Vehicle where the Declarations indicate that collision coverage applies; or
2. "Non-owned auto".

There is no deductible for this coverage.

---

### **PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

---

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

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

**B.** A person seeking any coverage must:

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

**C.** A person seeking Uninsured Motorists Coverage must also:

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

**D.** A person seeking Coverage For Damage To Your Auto must also:

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

---

### **PART F – GENERAL PROVISIONS**

---

## **BANKRUPTCY**

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

## **CHANGES**

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

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

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

## **FRAUD**

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

## **LEGAL ACTION AGAINST US**

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In

addition, under Part **A**, no legal action may be brought against us until:

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

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

## **OUR RIGHT TO RECOVER PAYMENT**

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

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

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

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

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

## **POLICY PERIOD AND TERRITORY**

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

- 1. During the policy period as shown in the Declarations; and
- 2. Anywhere in the world.

- B.** If you borrow, lease or rent, a "non-owned auto" outside the United States, its territories or possessions, Puerto Rico, or Canada, the coverage provided by this policy will apply to the use or operation of that vehicle by you or any "family member" provided:

- 1. That the mandated insurance is purchased or provided for the vehicle being operated, as defined

by the country or jurisdiction. . Our limit of liability will be only the part of a covered loss that exceeds the limit of liability of that policy.

**In Mexico and other countries, liability coverage must be purchased from a locally licensed insurance company to meet the liability requirements of that country. Failure to comply with this requirement may leave you uninsured with regard to liability coverage under the local law and subject to fines and other penalties.**

2. The use, lease or rental, of the "non-owned auto" is for a period less than 90 days.

This coverage also applies to a temporarily relocated "covered auto" and "newly acquired vehicles."

## **TERMINATION**

### **A. Cancellation**

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

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice:
    - (1) If cancellation is for nonpayment of premium; or
    - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
  - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
- c. If the policy was obtained through material misrepresentation.

### **B. Nonrenewal**

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

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

### **C. Automatic Termination**

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

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

### **D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or

offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

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

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

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

#### **TWO OR MORE AUTO POLICIES**

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





# Amendment of Private Fleet Automobile Provisions – California

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

---

## NOTICE

Throughout this policy, the term spouse includes an individual registered under California law as a domestic partner of the "named insured" shown in the Declarations.

### I. Definitions

**A.** The following is added to the **Definitions** Section:

Throughout the policy, "minimum limits" refers to the following limits of liability, as required by California law, to be provided under a policy of automobile liability insurance:

1. \$15,000 for each person, subject to \$30,000 for each accident, with respect to "bodily injury"; and
2. \$5,000 for each accident with respect to "property damage".

**B.** Definition **F.** is replaced by the following:

"Family member" means a person related to you by blood, marriage, registered domestic partnership under California law or adoption who is a resident of your household. This includes a ward or foster child.

### II. Part A – Liability Coverage

Part **A** is amended as follows:

**A.** The following exclusion is added:

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

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

#### **OTHER INSURANCE**

If there is other applicable liability insurance:

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

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Delivering;
- e. Testing;
- f. Road testing;
- g. Parking; or
- h. Storing;

motor vehicles. This applies only if an "insured":

- (1) Is operating the vehicle; and

# Amendment of Private Fleet Automobile Provisions – California

Page 2

- 
- (2) Is neither the person engaged in such "business" nor that person's employee or agent.
  - 2. Any insurance we provide for a vehicle you own shall be excess to that of:
    - a. A person engaged in the "business" of:
      - (1) Selling;
      - (2) Repairing;
      - (3) Servicing;
      - (4) Delivering;
      - (5) Testing;
      - (6) Road testing;
      - (7) Parking; or
      - (8) Storing;motor vehicles, if the accident occurs while the vehicle is being operated by that person or that person's employee or agent; or
    - b. An owner, tenant or lessee of premises on which loss arising out of the loading or unloading of the vehicle occurs.
  - 3. We will pay only our share of:
    - a. The loss. Our share of the loss is the proportion that our limit of liability bears to the total of all applicable limits.
    - b. Defense costs if both primary and excess policies of liability insurance apply to the loss. Our share of defense costs is the proportion that the amount of damages paid by us bears to the total amount of damages paid under all applicable policies of liability insurance.

## III. Part D – Coverage For Damage To Your Auto

The **Transportation Expenses and Temporary Emergency Living Expenses** Provision is replaced by the following:

### **TRANSPORTATION EXPENSES AND TEMPORARY EMERGENCY LIVING EXPENSES**

- A. We will pay due to a covered loss under this Part **D**, without application of a deductible, up to a maximum of \$15,000 for reasonable additional expenses you incur for:
  - 1. Transportation expenses;
  - 2. Meals, lodging and phone expenses if you are more than 50 miles from your closest residence; and
  - 3. Expenses for which you become legally responsible in the event of a loss to a "non-owned auto".

We will pay for such expenses if the loss is caused by:

# Amendment of Private Fleet Automobile Provisions – California

Page 3

- 
- (1) Other than "collision" only if Other Than Collision Coverage is provided for an auto on your Declarations.
  - (2) "Collision" only if Collision Coverage is provided for an auto on your Declarations.
- B. Our payment will be limited to that period of time reasonably required to repair "your covered auto" or "non-owned auto". In the event of a total loss, our payment will be limited to that period of time until we pay the loss.

## IV. Part F – General Provisions

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

### **OUR RIGHT TO RECOVER PAYMENT**

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

- B. The **Termination** Provision is amended as follows:

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

#### **Cancellation**

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

- 1. The named insured shown in the Declarations may cancel by:
    - a. Returning this Policy to us; or
    - b. Giving us advance written notice of the date cancellation is to take effect.
  - 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this Policy:
    - a. At least 10 days' notice if cancellation is for nonpayment of premium; or
    - b. At least 20 days' notice in all other cases.
  - 3. We will cancel only:
    - a. For nonpayment of premium; or
    - b. If your driver's license or that of:
      - (1) Any driver who lives with you; or
      - (2) Any driver who customarily uses your "covered auto";has been suspended or revoked. This must have occurred:
      - (1) During the policy period; or
      - (2) 60 days prior to the most recent renewal or effective date of the policy and we had no notice of such suspension or revocation.
- However, with respect to a suspended driver's license, such cancellation will not become effective if the suspension is removed prior to the time that the cancellation of the policy is to become effective; or
- c. If the policy was obtained through material misrepresentation of any of the following information, and the correct information is not furnished to us within 20 days of receipt of notice of cancellation:

# Amendment of Private Fleet Automobile Provisions – California

Page 4

---

- (1) Safety record;
- (2) Annual miles driving in prior years;
- (3) Number of years of driving experience;
- (4) Record of prior automobile insurance claims, if any; or
- (5) Any other factor found by the Commissioner of Insurance to have a substantial relationship to the risk of loss.

2. Paragraph **B. Nonrenewal** is replaced by the following:

**Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

3. Paragraph **2. of D. Other Termination Provisions** is replaced by the following:

**Other Termination Provisions**

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 pro rata. However, making or offering to make the refund is not a condition of cancellation.

C. The following provision is added:

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

**WARNING**

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



# Uninsured Motorists Coverage – California

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

---

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

## **I. Part C – Uninsured Motorists Coverage**

Part C is replaced by the following:

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

### **Insuring Agreement**

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

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

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle". With respect to coverage under Item 2. of the definition of "uninsured motor vehicle", we will pay only after the limits of liability under any liability bonds or policies applicable to the "uninsured motor vehicle" have been exhausted by payment of judgments or settlements.

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

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

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

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

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

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

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

1. To which no liability bond or policy applies at the time of the accident.

# Uninsured Motorists Coverage – California

Page 2

---

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

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

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

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

1. Owned by you or any "family member" unless the vehicle is being operated, or caused to be operated, by a person without the consent of the owner of such vehicle in connection with criminal activity that has been documented in a police report.
2. Furnished or available for the regular use of you or any "family member".
3. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
4. Owned by the United States of America, Canada, a state or political subdivision of any of those governments or an agency of any of the foregoing.
5. Designed or modified for use primarily off public roads while not on public roads.
6. While located for use as a residence or premises.

## **Exclusions**

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
  1. By an "insured" while "occupying", or when struck by:
    - a. Any motor vehicle; or
    - b. A trailer of any type used with a motor vehicle;owned by that "insured" which is not insured for this coverage under this policy.

# Uninsured Motorists Coverage – California

Page 3

---

2. By any "family member" while "occupying" or when struck by any motor vehicle you own which is insured for this coverage on a primary basis under any other policy. However, this Exclusion **(A.)** shall not apply to "bodily injury" sustained by an "insured" when struck by any motor vehicle or trailer:
  1. Owned by that "insured"; and
  2. Being operated, or caused to be operated, by a person without that "insured's" consent in connection with criminal activity that has been documented in a police report and that "insured" is not a party to the criminal activity.
- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
  1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.  
This Exclusion **(B.1.)** does not apply to a settlement made with the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle".
  2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(B.2.)** does not apply to a "family member" using "your covered auto" which is owned by you.
  3. While "occupying" a motor vehicle rented or leased to that "insured" for use as a public or livery conveyance.
- C. We do not provide Uninsured Motorists Coverage for "property damage" sustained by any "insured" while "occupying" or when struck by any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy.
- D. This coverage shall not apply:
  1. To "property damage" to:
    - a. A trailer of any type;
    - b. Any motor vehicle owned by you to which Collision Coverage applies under this policy; or
    - c. Any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy.
  2. Directly or indirectly to benefit:
    - a. Any insurer or self-insurer under any of the following or similar law:
      - (1) Workers' compensation law; or
      - (2) Disability benefits law.
    - b. Any insurer of property.
  3. Directly to the benefit of the United States or any state or political subdivision thereof.
- E. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

# Uninsured Motorists Coverage – California

Page 4

---

## **Limit Of Liability**

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

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

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

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

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

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

- B.** With respect to coverage under Item 2. of the definition of "uninsured motor vehicle", the limit of liability shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A** of the policy.
- C.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A** or Part **B** of this policy.
- D.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any workers' compensation law exclusive of non-occupational disability benefits.

## **Other Insurance**

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



# Uninsured Motorists Coverage – California

Page 5

---

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

## **Arbitration**

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

1. Whether that person is legally entitled to recover damages under this coverage; or
2. As to the amount of damages;

then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to "property damage", arbitration proceedings must be formally instituted by the "insured" within one year from the date of the accident. Disputes concerning coverage under this part may not be arbitrated.

### **B.** Each party will:

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

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

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

## **II. Duties After An Accident Or Loss**

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

### **C.** A person seeking Uninsured Motorists Coverage must also:

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

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

# Uninsured Motorists Coverage – California

Page 6

---

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

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

### III. General Provisions

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

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

#### **Legal Action Against Us**

No legal action may be brought against us until:

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

**B.** The **Our Right To Recover Payment** provision is amended as follows:

#### **Our Right To Recover Payment**

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



# Single Liability Limit

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

---

Paragraph **A.** of the **Limit Of Liability** Provision in Part **A** is replaced by the following:

## **LIMIT OF LIABILITY**

The limit of liability shown in the Declarations for Liability Coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

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

We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this Provision will not change our total limit of liability.



# Single Uninsured Motorists Limit – California

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

---

Paragraph **A.** of the **Limit Of Liability** Provision in the Uninsured Motorists Coverage Endorsement is replaced by the following:

## **LIMIT OF LIABILITY**

The limit of Bodily Injury Liability shown in the Declarations is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

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

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

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

The limit of Bodily Injury Liability or Property Damage Liability shown in the Declarations 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.



## Extended Towing and Labor Costs Coverage

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

---

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Declarations. We will only pay for labor performed at the place of disablement.



## Limited Mexico Coverage

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

---

### WARNING

**AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO, NOT THE LAWS OF THE UNITED STATES. UNDER MEXICAN LAW, AUTO ACCIDENTS ARE CONSIDERED A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.**

**THE COVERAGE WE PROVIDE YOU BY THIS ENDORSEMENT DOES NOT MEET MEXICAN AUTO INSURANCE REQUIREMENTS.**

**YOU ARE REQUIRED TO PURCHASE LIABILITY INSURANCE THROUGH A LICENSED MEXICAN INSURANCE COMPANY FOR THIS ENDORSEMENT TO APPLY.**

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

### I. Definitions

The **Definitions** Section is amended as follows:

**A.** "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.

**B.** Paragraph 1. of the definition of "newly acquired auto" is replaced with the following:

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period, and the vehicle is principally garaged and used in the United States:
  - a. A private passenger auto; or
  - b. A pickup or van that:
    - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
    - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
      - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
      - (b) For farming or ranching.

### II. Coverage

If afforded under this policy, all Liability, Medical Payments, Uninsured Motorists, Damage To Your Auto and No-Fault Coverage is extended to apply to accidents and losses which occur in Mexico within 25 miles of the United States border. This extension of coverage

# Limited Mexico Coverage

Page 2

---

only applies while an "insured" seeking coverage under this endorsement is in Mexico on a trip of 10 days or less.

Our duty to defend under Liability Coverage will only apply if:

1. The original suit for damages is brought in the United States; and
2. The suit does not involve a Mexican citizen or resident.

### **III. Additional Exclusions**

- A. With respect to any coverage afforded under this endorsement, we do not provide coverage to any "insured":
  1. If liability insurance from a licensed Mexican Insurance Company is not in force at the time of the accident or loss;
  2. While "occupying" an auto other than "your covered auto"; or
  3. Who is a citizen or resident of Mexico. This Exclusion **(A.3.)** does not apply to loss payable under Damage To Your Auto Coverage if the accident arises out of the operation of "your covered auto" by a Mexican citizen or resident.
- B. We will not pay under Damage To Your Auto Coverage for auto repairs made in Mexico unless "your covered auto" cannot be driven in its damaged condition. If it cannot be driven, we will not pay more than the actual cash value of "your covered auto" as that value would be determined in the United States, and not in Mexico.

### **IV. Other Insurance**

The insurance we provide by this endorsement will be excess over any other collectible insurance.



## Contact Information

---

If you would like to obtain information about your coverage or if you need assistance in resolving an issue relating to your insurance policies with us, please contact us at:

Privilege Underwriters Reciprocal Exchange  
44 South Broadway, Suite 301  
White Plains, NY 10601

(888) 813-PURE

Please include your name and policy number in any correspondence.





# Privacy Notice

*Important notice regarding your policy.*

---

## What Does PURE Do with Your Personal Information?

*Why does PURE collect personal information?*

Financial companies choose how they use and share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

*What kinds of personal information does PURE collect?*

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Numbers, email address, dates of birth, physical addresses;
- Vehicle information, motor vehicle and claims histories;
- Vehicle operators information, mortgages, lien or lease holder information;
- Credit card information and credit reporting information such as scores; and
- Occupation and whether you own or rent your residence.

When you are *no longer* our customer, we continue to share your information as described in this notice.

At any time you can access any of your personal information that we may have. To do so, please submit a written request to us describing the information you want to review, and properly identify yourself and specifically grant us permission so that we can release requested information if it is able to be disclosed.

*How does PURE collect my information?*

PURE collects only the information necessary to underwrite insurance policies, adjust claims and operate the other functions necessary to provide you with the products and services we offer. PURE collects this information from various reporting or database and agencies or bureaus.

We collect your personal information, for example, when you:

- Apply for insurance, file a claim, contact us for information or with questions;
- Send us emails or other correspondence; or
- If you communicate with us by telephone (please note that we may record or monitor the call).

*How does PURE protect my information?*

# Privacy Notice

Page 2

To protect your personal information from unauthorized access and use, we use security measures that comply with state and federal law. These measures include computer safeguards and secured files and buildings. We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to you. We take reasonable measures to ensure that the companies we choose as our business partners support our commitment to protecting the privacy of our subscribers in their handling of our subscribers' personal data.

*How does PURE use my personal information?*

All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons PURE chooses to share subscribers' personal information; and whether you can limit this sharing.

Any information which we have or may obtain about you or other individuals listed as policyholders on your policy will be treated confidentially.

Reasons we can share your personal information	Does PURE share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as policy issuance, claim adjustment, responding to service requests from you or your broker, responding to court orders and legal investigations, government agencies for regulatory reporting, etc.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies.</b>	No	N/A
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	N/A
<b>For nonaffiliates to market to you.</b>	No	N/A

PURE Affiliates: Privilege Underwriters, Inc. (PUI), PURE Insurance Company (PIC), PURE Risk Management, LLC (PRM)

# Privacy Notice

*Page 3*

---

Non-affiliates: Companies not related by common ownership or control. They can include claims and other servicing vendors, insurance agencies, government agencies and departments, insurance servicing and reporting entities.

*Why I can't I limit all sharing?*

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about our creditworthiness; and
- Sharing for non-affiliates to market to you,

neither of which PURE does. The only sharing PURE does is to allow PURE to run its everyday business.

*Can I change the personal information PURE has?*

If you ask us to amend or delete information about you, we will correct, amend or delete the personal information in dispute or notify you of the action we will take along with the reason for our decision. You can submit your request for additional information or your request to amend your information to:

Privacy Officer  
Privilege Underwriters Reciprocal Exchange  
44 South Broadway, Suite 301  
White Plains NY 10601

(If the information you ask us to modify is from another source such as a Credit Reporting entity, we will not be able to change their information and you will need to work directly with that provider).

*How do you use Credit or Consumer Reports?*

In accordance with applicable federal and state laws, a credit report or other consumer report about you may be used to develop an insurance score. Your insurance score will be used to review your application for insurance and subsequent amendments and renewals. An insurance score uses information from your credit and/or consumer report to help predict how often you are likely to file claims and how expensive those claims will be. Insurance score information is then used to determine how much we will charge for insurance.

# Privacy Notice

Page 4

---

Items from a credit report that could affect an insurance score include payment history, number of revolving accounts, number of new accounts, and the presence of collection accounts, bankruptcies and foreclosures. We will use information provided by LexisNexis (formerly ChoicePoint), or an equivalent third party vendor, in connection with the development of your insurance score. You have the right to a free copy of the credit report or consumer report used to develop your insurance score, and you have the right to work with the credit reporting agency that provided it to correct information which may be inaccurate.

*What is an extraordinary life circumstance and how might it apply to me?*

If an insurance score was used to rate your policy, you have the right to request in writing that we consider extraordinary life circumstance in connection with the use of your insurance score. PURE is an insurer authorized to do business in certain states that allow insurance score to be used to rate risks for a policy of personal insurance. In those states where permitted, PURE may, on written request from a consumer, provide exceptions to its rules for a consumer who has experienced, and whose credit information has been directly influenced by, events considered extraordinary circumstances such as; 1. Catastrophic illness or injury; 2. Death of a spouse, child or parent; 3. Divorce; 4. Identity theft; 5. Temporary loss of employment; 6. Military deployment overseas; 7. Total or other loss that makes your home uninhabitable; 8. Other events determined by PURE.

In the case that we receive an extraordinary life event submission, we may, but are not required to, do any of the following: 1. Require you to provide reasonable written and independently verifiable documentation of the event. 2. Require you to demonstrate that the event had direct and meaningful impact on your credit information. 3. Require that such request be made no more than sixty days after the date of the application for insurance or the policy renewal. 4. Grant an exception despite the fact that you did not provide the initial request for an exception in writing. 5. Grant an exception where you ask for consideration of repeated events or we have considered this event previously. 6. Assign a neutral insurance score.