

The Georgia Personal Auto Policy from Loya Insurance Company delineates the terms and conditions of coverage for the insured, based on the application submitted, which serves as a representation rather than a warranty. Misrepresentations or omissions will not impede recovery unless they are fraudulent or materially affect the risk accepted by the insurer. Notably, coverage is not extended for losses occurring in Mexico. The policy encompasses various sections, including liability coverage, medical payments, uninsured motorist coverage, damage to the insured auto, roadside assistance, and general provisions. Liability coverage provides for bodily injury or property damage for which the insured is legally responsible due to an accident, with the insurer also defending against related lawsuits until the liability limit is exhausted. Exclusions under liability coverage include intentional acts, damage to property owned or in the care of the insured, and bodily injury to employees during employment, with exceptions for domestic employees. Medical payments coverage is available for reasonable medical expenses incurred due to bodily injury from an accident, subject to specific exclusions. Uninsured motorist coverage protects against damages from uninsured drivers, while damage to the insured auto includes provisions for transportation expenses, rental reimbursement, and towing costs. The policy outlines the insured's duties post-accident, including reporting requirements and cooperation with the insurer.

Exclusions and limitations are specified for liability, medical payments, and uninsured motorist coverage, including liability for injuries or damages arising from business activities, illegal activities, or use of vehicles without reasonable belief of entitlement. Coverage does not extend to vehicles with fewer than four wheels or those owned or regularly used by the insured or family members. The policy specifies limits of liability for bodily injury and property damage, with maximum payouts defined in the Declarations Page, and adjusts to meet higher local liability requirements in the event of an out-of-state accident. Coordination of coverage with other insurance is addressed, indicating that the insurer will only pay its share of the loss when multiple policies apply. Coverage for collision and other-than-collision damages to the covered auto is subject to deductibles, with exclusions for wear and tear and other specified causes. Transportation expenses for a rental car are covered up

to a specified limit in the event of total theft of the covered auto.

The policy provides coverage for a temporary substitute vehicle owned by the policyholder or a family member but excludes coverage for physical damage to vehicles rented or leased for less than six months. Specific exclusions include loss to non-permanently attached equipment and vehicles used in organized racing or illegal activities. Collision coverage is limited to vehicles operated by listed drivers and excludes those without a valid license. Rental reimbursement is available for a covered auto rendered inoperable due to collision, with specified limits. The policy includes an appraisal process for disputes over loss amounts and roadside assistance coverage for towing and labor during covered emergencies, with claims needing to be reported within seven days.

The insured must notify the insurer promptly about any accidents or losses, including details of injured persons and witnesses, and cooperate in investigations. The policy stipulates that bankruptcy of the insured does not relieve the insurer of its obligations, and changes can only be made through endorsements. Legal actions against the insurer cannot commence until the insured has complied with all policy terms, and claims must be filed within six years of the loss. The policy applies only to accidents and losses occurring during the policy period and within the specified territory, which includes the United States, Puerto Rico, and Canada. Cancellation can occur under specific conditions, with required notice periods, and non-renewal notices must be sent at least 30 days before the policy period ends. The insurer reserves the right to adjust the premium if there is an incorrect rating and may deduct any additional premium from loss settlements.

Coverage extends for 90 days or until the policy expires, whichever is shorter, to the surviving spouse or domestic partner residing in the same household and to the legal representative of a deceased named insured. The policy prohibits assignment without written consent from the insurer, and coverage is excluded for any auto operated by individuals listed as excluded on the application. The loss payable clause indicates that loss or damage will be paid to the insured and the loss payee

as shown in the declarations, with specific conditions regarding possession and payment limits. Definitions clarify that "you" refers to the named insured, and "your covered auto" includes vehicles not owned by the insured but used with permission. Liability coverage will pay for damages for which the insured is legally liable due to bodily injury or property damage from the use of the covered auto, with exclusions for business use and vehicles other than the covered auto. A punitive and exemplary damage exclusion applies if specified on the declarations page, and a warning is provided regarding the necessity of obtaining Mexican auto insurance to avoid legal complications while driving in Mexico.