



For questions about your policy, please call:  
1-800-926-6012

**Esurance Property & Casualty Insurance Company**  
650 Davis Street  
San Francisco, CA 94111-1904

**Important:** Please read your Nevada Personal Auto Policy carefully as it contains language which may restrict or exclude coverage, particularly to drivers of your vehicle that are residents of your household and not listed on the policy. The policy specifically addresses who may use your vehicle and under what conditions coverage will be afforded. You may purchase additional coverage by contacting the Company.

**Fraud Statement:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false material information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**IMPORTANT NOTICE: THIS POLICY HAS TERMS THAT LIMIT COVERAGE AS FOLLOWS:**

- 1. COVERAGE MAY NOT BE ADDED, STACKED OR COMBINED BASED ON THE NUMBER OF AUTOS OF PERSONS INSURED;**
- 2. BENEFITS WILL NOT BE PAID TWICE FOR THE SAME ELEMENTS OF DAMAGES; AND**
- 3. THIS COVERAGE WILL BE PRO-RATED WITH OTHER AVAILABLE COVERAGE FROM OTHER SOURCES.**

**PLEASE READ THESE TERMS IN THE "LIMITS OF LIABILITY" AND "OTHER INSURANCE".**

**THIS POLICY IS ISSUED AND RENEWED IN RELIANCE UPON THE TRUTH AND ACCURACY OF THE REPRESENTATIONS MADE IN THE APPLICATION FOR THIS INSURANCE. YOUR APPLICATION, THE POLICY TERMS AND CONDITIONS, ALL OTHER FORMS WE PROVIDE TO YOU AND ENDORSEMENTS ISSUED BY US, ARE PART OF, AND FORM YOUR POLICY.**

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## NEVADA PERSONAL AUTOMOBILE POLICY

### INSURING AGREEMENT

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When “*we*” agree to issue this policy, and when “*we*” agree to renew this policy, “*we*” rely upon the truth and accuracy of the information “*you*” provide to “*us*” and the representations made by “*you*” in “*your*” Application for this insurance and at the time of each renewal. “*Your*” Application, the policy terms and conditions, all other forms “*we*” provide to “*you*”, and Endorsements issued by “*us*”, are part of, and form, “*your*” policy. The duties and obligations imposed by this policy shall be binding upon “*you*”, “*family members*”, and all other persons seeking coverage or benefits under this policy.

In return for “*your*” premium payment, “*we*” agree to insure “*you*” subject to all of the terms of this policy as follows:

### DEFINITIONS APPLICABLE TO ALL COVERAGES

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The following definitions, in their singular, plural, and possessive forms, apply throughout this policy when printed in “*boldface italics within quotation marks*”.

1. “*You*” and “*your*” refer to:
  - A. The named insured(s) shown on the Declarations page;
  - B. The spouse of the named insured if that spouse is a resident of the named insured’s “*household*” during the policy period.

If the spouse ceases to be a resident of the named insured’s “*household*” during the policy period or prior to the inception of this policy, that spouse will be considered “*you*” and “*your*” under this policy, but only until the earliest of:

- (1) 30 days after the spouse ceases to reside with the named insured;
  - (2) The effective date of another policy listing that spouse as an insured;
  - (3) The end of the policy period; or
  - (4) Cancellation of this policy.
2. “*We*”, “*us*”, and “*our*” refer to the Company providing this insurance, as shown on the Declarations page.
  3. “*Accident*” means a sudden, unexpected, and unintended event.
  4. “*Auto*” means a land motor vehicle:
    - A. Registered under the applicable motor vehicle laws;
    - B. Designed principally for operation upon public roads;
    - C. With more than three load-bearing wheels; and
    - D. With a gross vehicle weight rating (as determined by the manufacturer’s specifications) of 10,000 pounds or less.
  5. “*Bodily injury*” means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.
  6. “*Business*” includes trade, profession, or occupation.

7. **“Covered auto”** means:
- A. Any vehicle identified on **“your”** Declarations page;
  - B. A **“newly acquired auto”**;
  - C. Any **“trailer”** titled to **“you”**; or
  - D. Any **“auto”** or **“trailer”** while used as a temporary substitute for any other **“auto”** or **“trailer”** described in this definition which is out of normal use due to:
    - (1) Breakdown;
    - (2) Repair;
    - (3) Loss; or
    - (4) Destruction.
8. **“Depreciation”** means the decline in value due to wear and tear and/or obsolescence.
9. **“Family member”** means:
- A. Any person related to **“you”** by blood, marriage, or adoption who is a resident of **“your” “household”**; and
  - B. **“Your”** ward or foster child who resides in **“your” “household”**.
10. **“Household”** consists of **“you”**, a **“family member”**, unrelated roomers, boarders, live-in employees, and other people who are not related to **“you”** who live together in the same housing unit. A housing unit includes a house, apartment, condominium, mobile home, trailer, a group of rooms, or a single room that is self-contained and located at the address listed in **“your”** Declarations page.
11. **“Loss”** means:
- A. Sudden, direct, and unintended physical damage; or
  - B. Theft.
12. **“Minimum limits”** refers to the following limits of liability to be provided under an automobile liability insurance policy, as required by Nevada law, if liability coverage under this policy is provided on a split limit basis or the minimum amounts of uninsured and underinsured motorist insurance required under Nevada law when **“minimum limits”** is used in **Part III** of this policy:
- A. \$15,000 for each person, subject to \$30,000 for each **“accident”**, with respect to **“bodily injury”**; and
  - B. \$10,000 for each **“accident”** with respect to **“property damage”**.
13. **“Newly acquired auto”** means an **“auto”** that **“you”** become the **“owner”** of during the policy period, if:
- A. **“You”** pay any additional premium due for coverage under this policy;
  - B. **“We”** insure all other **“autos” “you” “own”**;
  - C. No other insurance policy provides coverage for the **“auto”**; and
  - D. Subject to the following conditions:
    - (1) If the **“auto” “you”** acquire replaces an **“auto”** shown on the Declarations page, that acquired **“auto”** will have the same coverage as the **“auto”** it replaces. Coverage will begin when **“you”** become the **“owner”** of the acquired **“auto”**. **“You”** must ask **“us”** to insure a replacement **“auto”** within 30 days after **“you”** become the **“owner”** if **“you”** want to continue any coverage **“you”** had under **Part IV: Coverage for Physical Damage to an Auto** after those initial 30 days.
    - (2) If the **“auto” “you”** acquire replaces an **“auto”** shown on the Declarations page, and the replaced **“auto”** did not have coverage under **Part IV: Coverage for Physical Damage to an Auto**, **“you”** may add this coverage for the replacement **“auto”**. The added coverage will not be effective until after **“we”** receive **“your”** request and **“we”** agree to add the coverage.
    - (3) If the **“auto” “you”** acquire is in addition to the **“autos”** shown on the Declarations page, that added **“auto”** will have the same coverage as the **“auto”** on the Declarations page with the broadest coverage if **“you”** ask **“us”** to insure the additional **“auto”** within 30 days after **“you”** become the

*“owner”*. If *“you”* ask *“us”* to insure the additional *“auto”* within 30 days after *“you”* become the *“owner”*, coverage will begin when *“you”* become the *“owner”* of the *“auto”*.

- (4) If the *“auto”* *“you”* acquire is in addition to the *“autos”* shown on the Declarations page, and *“you”* do not ask *“us”* to insure the additional *“auto”* within 30 days after *“you”* become the *“owner”*, no coverage will be provided for the additionally acquired *“auto”* until after *“you”* ask *“us”* to insure the additional *“auto”* and *“we”* agree to insure the *“auto”*.
- (5) If no *“auto”* on the policy has coverage under **Part IV: Coverage for Physical Damage to an Auto**, *“you”* may add this coverage for the acquired *“auto”*. The added coverage will not be effective until after *“we”* receive *“your”* request and *“we”* agree to add the coverage.
- (6) If *“you”* ask *“us”* to increase any of *“your”* limits, the increase will not be effective until after *“we”* receive *“your”* request and *“we”* agree to increase the limits.

14. **“Occupying”** means:

- A. In;
- B. Upon; or
- C. Getting in, on, out, or off.

15. **“Own”** and **“owned”**, with respect to a motor vehicle means:

- A. Titled to that person under motor vehicle laws;
- B. Leased under a written agreement for a continuous period of at least six months; or
- C. That person has primary legal possession, subject to a lien or written security agreement with an original term of six months or more.

16. **“Owner”** means a person:

- A. To whom a motor vehicle is titled under motor vehicle laws;
- B. To whom a motor vehicle is leased under a written agreement for a continuous period of at least six months; or
- C. Who has primary legal possession of a motor vehicle, subject to a lien or written security agreement with an original term of six months or more.

17. **“Property damage”** means the physical damage of, destruction of, or loss of use of, tangible property.

18. **“Trailer”** means a vehicle designed to be pulled by a private passenger *“auto”*, which is not used:

- A. As an office, store, or for commercial display purposes;
- B. To transport passengers; or
- C. As a primary residence.

## PART I: LIABILITY COVERAGE

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### INSURING AGREEMENT

Subject to the Limits of Liability, *“we”* will pay damages for **“bodily injury”** and **“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”* deem appropriate, any claim or lawsuit asking for these damages. However, *“we”* will not pay for punitive or exemplary damages under **Part I**. In addition to **“our”** limit of liability, *“we”* will pay costs *“we”* incur when *“we”* defend an **“insured”**. **“We”** have no duty to defend any lawsuit or settle any claim for **“bodily injury”** or **“property damage”** not covered under this policy.

The liability insurance provided by this policy is:

1. In accord with the coverage defined in; and
2. Subject to all provisions of;

Chapter 485 of the Nevada Revised Statutes (the Motor Vehicle Insurance and Financial Responsibility Act), as amended, for **“bodily injury”**, **“property damage”**, or both. If **“we”** make a payment that **“we”** would not have made except for the requirements of that law, the **“insured”** must reimburse **“us”**.

#### **ADDITIONAL DEFINITIONS FOR PART I: LIABILITY COVERAGE**

1. **“Insured”** as used in **Part I** means:

- A. **“You”** or any **“family member”** for the ownership, maintenance, or use of any **“auto”** or **“trailer”**;
- B. Any person using a **“covered auto”** with express or implied permission from **“you”** or a **“family member”**;
- C. For a **“covered auto”**, any person or organization but only with respect to legal responsibility for acts or omissions of an insured person described in **1.A** or **1.B** above; or
- D. For any **“auto”** or **“trailer”** other than a **“covered auto”**, any other person or organization but only with respect to legal responsibility for the acts or omissions of **“you”** or a **“family member”**. This Provision **1.D.** applies only if the person or organization does not **“own”** or hire the **“auto”** or **“trailer”**.

However, the following are not **“insureds”** under **Part I** 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 or organization in any civil action for **“bodily injury”** or **“property damage”** arising out of the **“accident”**:

- A. The United States of America or any of its agencies.
- B. 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.

#### **SUPPLEMENTARY PAYMENTS**

In addition to **“our”** limit of liability, **“we”** will pay on behalf of the **“insured”**:

1. Up to \$250 for the cost of bail bonds required because of an **“accident”** or traffic law violation resulting from an **“accident”**. The **“accident”** must result in **“bodily injury”** or **“property damage”** covered under this policy. **“We”** have no duty to apply for or furnish this bond.
2. Premiums on appeal bonds and bonds to release attachments in any lawsuit **“we”** defend. **“We”** are not required to apply for or provide these bonds. **“We”** also are not required to purchase a bond in an amount that is greater than **“our”** limit of liability.
3. Interest accruing after a judgment is entered in any lawsuit **“we”** defend. **“Our”** duty to pay interest ends when **“we”** offer to pay, or have deposited with the court, that part of the judgment which does not exceed **“our”** limit of liability for this coverage. This does not apply if **“we”** have not been given notice of a lawsuit by an **“insured”** or the opportunity to defend an **“insured”**.
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.

#### **EXCLUSIONS FOR PART I: LIABILITY COVERAGE**

**(Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part I.)**

1. **“We”** have no duty to defend and do not provide Liability Coverage for any **“insured”**:
  - A. Who intentionally causes, or directs another to cause, **“bodily injury”** or **“property damage”**.
  - B. For **“bodily injury”** or **“property damage”** that results, or is reasonably expected to result from, the intentional or criminal acts of an **“insured”**.

C. For ***“property damage”*** to property owned or being transported by that ***“insured”***.

D. For ***“property damage”*** to property:

- (1) Rented to;
  - (2) Used by; or
  - (3) In the care of;
- that ***“insured”***.

This Exclusion 1.D. does not apply to ***“property damage”*** to a residence or private garage unless that residence or garage is owned by ***“you”*** or another ***“insured”***.

E. For ***“bodily injury”*** to an employee of that ***“insured”*** during the course of employment. This Exclusion 1.E. does not apply to ***“bodily injury”*** to a domestic employee unless workers’ compensation benefits are required or available for that domestic employee.

F. For that ***“insured’s”*** liability arising out of the ownership or operation of any vehicle while it is used as a public or livery conveyance, or used to carry property for compensation or a fee. This Exclusion 1.F. applies to, but is not limited to, the delivery of magazines, newspapers, food, or any other products. However, this Exclusion 1.F. does not apply to shared-expense car pools.

G. While employed or otherwise engaged in the ***“business”*** of:

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

vehicles designed for use mainly on public highways.

This Exclusion 1.G. does not apply to the ownership, maintenance, or use of a ***“covered auto”*** by:

- (1) ***“You”***;
- (2) Any ***“family member”***; or
- (3) Any partner, agent, or employee of ***“you”*** or any ***“family member”***.

H. Maintaining or using any vehicle while that ***“insured”*** is employed or otherwise engaged in any ***“business”*** (other than farming or ranching). This Exclusion 1.H. does not apply to business use of a ***“covered auto”*** by an ***“insured”*** that has been disclosed to ***“us”*** and for which all applicable premiums have been paid.

I. Using a vehicle without permission of its ***“owner”*** to do so. This Exclusion 1.I. does not apply to a ***“family member”*** using a ***“covered auto”*** ***“owned”*** by ***“you”***.

J. For ***“bodily injury”*** or ***“property damage”*** resulting from exposure to radioactive or nuclear material, or otherwise covered under any nuclear energy liability insurance policy.

K. For ***“bodily injury”*** or ***“property damage”*** resulting from the operation of a vehicle as an employee of the United States Government and acting within the scope of that employment. This Exclusion 1.K. applies when the provisions of the Federal Tort Claims Act apply.

L. For ***“bodily injury”*** or ***“property damage”*** resulting from the intentional discharge, dispersal, or release of radioactive, nuclear, biological, chemical, or other hazardous materials, or from exposure to those materials.

M. Any liability assumed by an ***“insured”*** under any contract or agreement.

N. For ***“bodily injury”*** or ***“property damage”*** resulting from the use of any ***“auto”*** or trailer as a residence or premises, or for office or display purposes.

2. ***“We”*** do not provide Liability Coverage for the ownership, maintenance, or use of:

A. Any vehicle which:

- (1) Has fewer than four wheels; or
- (2) Is designed mainly for use off public roads.

This Exclusion **2.A.** does not apply:

- (1) While such vehicle is being used by an **“insured”** in a medical emergency; or
- (2) To a **“trailer”**.

**B.** Any vehicle, other than a **“covered auto”**, which is:

- (1) **“Owned”** by **“you”**; or
- (2) Furnished or available for **“your”** regular use.

**C.** Any vehicle, other than a **“covered auto”**, which is:

- (1) **“Owned”** by any **“family member”**; or
- (2) Furnished or available for the regular use of any **“family member”**.

This Exclusion **2.C.** does not apply to **“you”** while **“you”** are maintaining or **“occupying”** any vehicle which is:

- (1) **“Owned”** by any **“family member”**; or
- (2) Furnished or available for the regular use of any **“family member”**.

**D.** Any vehicle while competing in, or practicing or preparing for, any prearranged or organized racing, stunting, or speed contest.

**E.** Any vehicle located inside a facility designed for racing or high performance driving for the purpose of:

- (1) Competing in any prearranged or organized racing, stunting, or speed contest;
- (2) Practicing or preparing for any prearranged or organized racing, stunting, or speed contest; or
- (3) Participating in any racing school, driving school, driver training, skills training, race driving experience, or racing adventure program.

**F.** A **“covered auto”** while leased or rented to others.

**3.** If a court with proper jurisdiction finds any exclusion under this **Part I: Liability Coverage** unenforceable or inapplicable under the laws of the State of Nevada, the exclusion:

- A.** Will not apply to the extent that the damages are within the **“minimum limits”**; and
- B.** Will apply to that portion of the damages resulting from an **“accident”** that exceeds the **“minimum limits”**.

## LIMIT OF LIABILITY

**1.** The limit of liability shown on the Declarations page for each person for Bodily Injury Liability is **“our”** maximum limit of liability for all damages, including, but not limited to, damages for:

- A.** Loss of society;
- B.** Loss of companionship;
- C.** Loss of services;
- D.** Loss of consortium;
- E.** Emotional injury or mental anguish resulting from witnessing **“bodily injury”** to another; and
- F.** Wrongful death;

which may arise as a result 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 on the Declarations page 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”**.

**2.** THE LIMIT OF LIABILITY SHOWN ON THE DECLARATIONS PAGE FOR EACH **“ACCIDENT”** FOR PROPERTY DAMAGE LIABILITY IS **“OUR”** MAXIMUM LIMIT OF LIABILITY FOR ALL **“PROPERTY DAMAGE”** RESULTING FROM ANY ONE **“AUTO” “ACCIDENT”**. NO ONE WILL BE ENTITLED TO PAYMENT UNDER THIS COVERAGE FOR ANY ELEMENTS OF EMOTIONAL DISTRESS DAMAGES ARISING OUT OF **“PROPERTY DAMAGE”** ONLY.

**3.** THE LIMIT OF LIABILITY IS THE MOST **“WE”** WILL PAY REGARDLESS OF THE NUMBER OF:

- A.** **“INSUREDS”**;
- B.** CLAIMANTS;

- C. CLAIMS;
- D. CLAIMS MADE;
- E. LAWSUITS FILED;
- F. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS PAGE; OR
- G. VEHICLES INVOLVED IN THE “**ACCIDENT**”.

4. IF THE “**INSURED**” IN AN “**ACCIDENT**” IS “**YOU**” OR A “**FAMILY MEMBER**”, THE LIMIT OF LIABILITY FOR EACH PERSON AND EACH “**ACCIDENT**” SHOWN ON THE DECLARATIONS PAGE FOR “**BODILY INJURY**” SHALL APPLY TO ALL “**BODILY INJURY**” SUSTAINED IN THE “**ACCIDENT**”, AND THE LIMIT OF LIABILITY SHOWN ON THE DECLARATIONS PAGE FOR “**PROPERTY DAMAGE**” SHALL APPLY FOR ALL “**PROPERTY DAMAGE**” CAUSED BY THAT “**INSURED**” IN ANY ONE “**ACCIDENT**”.
5. NO ONE WILL BE ENTITLED TO RECEIVE DUPLICATE PAYMENTS FOR THE SAME ELEMENTS OF DAMAGES UNDER THIS POLICY OR ANY OTHER SOURCE.
6. A “**COVERED AUTO**” AND A “**TRAILER**” ARE CONSIDERED TO BE ONE “**COVERED AUTO**”. THEREFORE, THE LIMITS OF LIABILITY WILL NOT BE INCREASED OR STACKED FOR AN “**ACCIDENT**” INVOLVING A “**COVERED AUTO**” THAT HAS AN ATTACHED “**TRAILER**”.
7. The “*minimum limits*” shall be our maximum limit of liability for any “*insured*” for “*bodily injury*” to “*you*” or a “*family member*”.

#### **OUT OF STATE COVERAGE**

If an “*accident*” to which this policy applies occurs in any state or province other than Nevada, “*we*” will interpret “*your*” policy for that “*accident*” as follows:

1. If the state or province has:
  - A. A financial responsibility or similar law requiring limits of liability for “*bodily injury*” or “*property damage*” higher than the limit shown in the Declarations page, “*your*” policy will provide the higher specified limit.
  - B. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses an “*auto*” in that state or province, “*your*” policy will provide at least the required minimum amounts and types of coverage.
2. NO ONE WILL BE ENTITLED TO DUPLICATE PAYMENTS FOR THE SAME ELEMENTS OF DAMAGES.

#### **FINANCIAL RESPONSIBILITY**

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. If “*we*” make a payment that “*we*” would not have made if this policy was not certified as proof of financial responsibility, the “*insured*” must reimburse “*us*” for such payment.

#### **OTHER INSURANCE**

1. IF THERE IS OTHER APPLICABLE LIABILITY INSURANCE AVAILABLE UNDER ONE OR MORE POLICIES OR PROVISIONS OF COVERAGE, “**WE**” WILL PAY ONLY “**OUR**” SHARE OF THE DAMAGES. “**OUR**” SHARE IS THE PROPORTION THAT “**OUR**” LIMIT OF LIABILITY BEARS TO THE TOTAL OF ALL APPLICABLE LIMITS. HOWEVER, ANY INSURANCE “**WE**” PROVIDE FOR A VEHICLE “**YOU**” DO NOT “**OWN**”, INCLUDING ANY TEMPORARY SUBSTITUTES, SHALL BE

EXCESS OVER ANY OTHER COLLECTIBLE INSURANCE, SELF-INSURANCE, OR BOND, EXCEPT A POLICY AFFORDING LIABILITY COVERAGE TO THE **“OWNER”** OF A VEHICLE RENTED TO **“YOU”** OR ANY **“FAMILY MEMBER”**, TO THE EXTENT THAT THE RENTAL AGREEMENT REQUIRES THE INSURANCE UNDER THIS POLICY TO PROVIDE COVERAGE TO **“YOU”** OR ANY **“FAMILY MEMBER”** ON A PRIMARY BASIS FOR PERMISSIVE USE OF THE RENTED VEHICLE, BUT SUCH COVERAGE SHALL ONLY APPLY UP TO THE **“MINIMUM LIMITS”**.

2. Any insurance **“we”** provide for an **“auto”** you **“own”** shall be excess to that of a person engaged in the business of selling, leasing, repairing, testing, road testing, servicing, storing, parking, cleaning or delivering motor vehicles, if the **“accident”** occurs while the vehicle is being operated by that person or that person’s employee or agent.

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## PART II: MEDICAL AND FUNERAL SERVICES PAYMENTS COVERAGE

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### INSURING AGREEMENT

In return for **“your”** premium payment for Medical and Funeral Services Payments Coverage, and subject to the limits of liability specified in **“your”** Declarations page:

1. **“We”** will pay reasonable expenses incurred by an **“insured”** for necessary medical and funeral services because of **“bodily injury”**:
  - A. Caused by a motor vehicle **“accident”**; and
  - B. Sustained by an **“insured”**.

**“We”** will pay only those expenses incurred for services rendered within three years from the date of the **“accident”**.
2. **“We”** reserve the right to review, or have another party review on **“our”** behalf, the expenses to determine if they are reasonable and necessary for diagnosis and treatment of the **“bodily injury”**. **“We”** may also use independent sources of information selected by **“us”** to determine if any medical expense is reasonable and necessary. These sources may include, but are not limited to:
  - A. Physical exams paid for by **“us”** and conducted by physicians **“we”** select;
  - B. Review of medical files; or
  - C. Published sources of medical expense information including information available from computer databases.
3. **“We”** may refuse to pay for any medical expense that is unreasonable because the fee for the service is greater than the fee which is usual and customary for the geographic location in which the service is rendered. **“We”** may also refuse to pay for any medical expense because the service rendered is unnecessary for the treatment of the **“bodily injury”** sustained.

If **“we”** refuse to pay for any medical expense because the fee is unreasonable or the service is unnecessary and the **“insured”** is sued for payment of this expense, **“we”** will defend the **“insured”** with an attorney of **“our”** choice. **“We”** will pay defense costs and any judgment against the **“insured”** up to **“our”** limit of liability. The **“insured”** must cooperate with **“us”** in the defense of the lawsuit and attend hearings or trials at **“our”** request. **“We”** will pay the **“insured”** up to \$200 per day for lost wages or salary due to attendance at a hearing or trial. **“We”** will also pay other reasonable expenses the **“insured”** incurs at **“our”** request as a result of a lawsuit.

**ADDITIONAL DEFINITION FOR PART II: MEDICAL AND FUNERAL SERVICES PAYMENTS COVERAGE**

1. **“Insured”** as used in **Part II** means:
  - A. **“You”** or a **“family member”** while **“occupying”** an **“auto”**;
  - B. **“You”** or a **“family member”** when struck by a land motor vehicle of any type, or a **“trailer”**, while not **“occupying”** a motor vehicle; and
  - C. Any other person while **“occupying”** a **“covered auto”** with the express or implied permission of **“you”** or a **“family member”**.

**EXCLUSIONS FOR PART II: MEDICAL AND FUNERAL SERVICES PAYMENTS COVERAGE**  
(Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part II.)

**“We”** do not provide Medical and Funeral Services Payments Coverage for any **“insured”** for **“bodily injury”**:

1. Sustained while **“occupying”** any motorized vehicle having fewer than four wheels.
2. Sustained while **“occupying”** a **“covered auto”** when it is being used as a public or livery conveyance, or used to carry property for compensation or a fee. This Exclusion 2 applies to, but is not limited to, the delivery of magazines, newspapers, food, or any other products. However, this Exclusion 2 does not apply to shared-expense car pools.
3. Sustained while **“occupying”** any vehicle located for use as a residence or premises, or for office or display purposes.
4. Occurring during the course of employment if workers’ compensation benefits are required or available, paid or payable for the **“bodily injury”**, even if the benefits are or have been reimbursed to the entity paying those workers’ compensation benefits from any third-party recovery made by an **“insured”**.
5. Sustained while **“occupying”**, or when struck by, any vehicle, other than a **“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 a **“covered auto”**, which is:
  - A. **“Owned”** by any **“family member”**; or
  - B. Furnished or available for the regular use of any **“family member”**.This Exclusion 6 does not apply to **“you”**.
7. Sustained while **“occupying”** a vehicle without permission of its **“owner”** to do so. This Exclusion 7 does not apply to a **“family member”** using a **“covered auto”** which is **“owned”** by **“you”**.
8. Sustained while **“occupying”** any **“auto”** when it is being used in the **“business”** of an **“insured”**. This Exclusion 8 does not apply to **“bodily injury”** sustained by an **“insured”** if that **“business”** use has been disclosed to **“us”** and all applicable premiums have been paid.
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;
  - E. Rebellion or revolution; or

- F. Any action taken by any governmental unit or by agents of any governmental unit to respond to, defend against, or otherwise taken to prevent or diminish the likelihood of an attack or perceived threat.
10. From or as a consequence of the following, whether controlled, uncontrolled, or however caused:
- A. Nuclear reaction;
  - B. Radiation;
  - C. Radioactive contamination; or
  - D. Bio-chemical attack, accidental or intentional discharge, or dispersal of harmful biological material, pathogenic, or other chemical or hazardous material, for any purpose other than its safe and useful purpose.
11. Sustained while **“occupying”** any vehicle competing in, or practicing or preparing for, any prearranged or organized racing, stunting, or speed contest.
12. Sustained while **“occupying”** any vehicle located inside a facility designed for racing or high performance driving for the purpose of:
- A. Competing in any prearranged or organized racing, stunting, or speed contest;
  - B. Practicing or preparing for any prearranged or organized racing, stunting, or speed contest; or
  - C. Participating in any racing school, driving school, driver training, skills training, race driving experience, or racing adventure program.
13. Sustained while **“occupying”** a **“covered auto”** when it is being used for the delivery of food or products, including, but not limited to, newspapers and magazines. This Exclusion 13 does not apply to a delivery by an **“insured”** as a volunteer.
14. While **“occupying”** a **“covered auto”** while it is leased or rented to others or provided in exchange for any form of compensation. This Exclusion 14 does not apply to **“you”** or a **“family member”**.
15. That is intentional or self-inflicted by the **“insured”** or inflicted on an **“insured”** at the request of that **“insured”**.
16. If the United States Government is liable under the Federal Tort Claims Act.
17. When other insurance is afforded, or would have been afforded, under a nuclear energy liability insurance policy but for the exhaustion of its limit of liability.

#### LIMIT OF LIABILITY

1. THE LIMIT OF LIABILITY SHOWN ON THE DECLARATIONS PAGE 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:
- A. **“INSUREDS”**;
  - B. CLAIMS MADE;
  - C. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS PAGE; OR
  - D. VEHICLES INVOLVED IN THE **“ACCIDENT”**.

THERE WILL BE NO STACKING OR COMBINING OF COVERAGE AFFORDED TO MORE THAN ONE **“AUTO”** UNDER THIS POLICY.

2. NO ONE WILL BE ENTITLED TO RECEIVE DUPLICATE PAYMENTS FOR THE SAME EXPENSES UNDER THIS COVERAGE AND:
- A. **PART I: LIABILITY COVERAGE**;

- B. ANY UNDERINSURED OR UNDERINSURED MOTORIST COVERAGE PROVIDED IN **PART III** BY THIS POLICY; OR
- C. ANY OTHER MOTOR VEHICLE MEDICAL PAYMENTS OR FUNERAL SERVICES COVERAGE.

## OTHER INSURANCE

IF THERE IS OTHER APPLICABLE MOTOR VEHICLE MEDICAL PAYMENT INSURANCE, “**WE**” WILL ONLY PAY “**OUR**” SHARE OF THE EXPENSES. “**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 TEMPORARY SUBSTITUTES, SHALL BE EXCESS OVER ANY OTHER COLLECTIBLE INSURANCE, SELF-INSURANCE, OR BOND PROVIDING PAYMENT FOR MEDICAL OR FUNERAL EXPENSES.

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## PART III: UNINSURED AND UNDERINSURED MOTORIST COVERAGE

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### INSURING AGREEMENT

In return for payment of the premium for this coverage when due, and subject to the limits of liability, “**we**” agree with “**you**” as follows:

1. “**We**” will pay compensatory damages which an “**insured**” is legally entitled to recover from the “**owner**” or operator of an “**uninsured motor vehicle**” or “**underinsured motor vehicle**” because of “**bodily injury**”:
  - A. Sustained by an “**insured**”; and
  - B. Caused by an “**accident**”.

The liability of that “**owner**” or operator for these damages must arise out of the ownership, maintenance, or use of the “**uninsured motor vehicle**” or “**underinsured motor vehicle**”.

2. Any judgment for damages arising out of a lawsuit brought without “**our**” written consent is not binding on “**us**” unless “**you**” give “**us**” written notice at the commencement of all legal actions against a liable party, and “**we**” have had the opportunity to appear and defend “**our**” interests.

### ADDITIONAL DEFINITIONS FOR PART III: UNINSURED AND UNDERINSURED MOTORIST COVERAGE

1. “**Insured**” as used in **Part III** means:
  - A. “**You**”;
  - B. Any “**family member**”;
  - C. Any other person using a “**covered auto**” with express or implied permission from “**you**” or a “**family member**”; or
  - D. Any person for damages that person is entitled to recover because of “**bodily injury**” to which this coverage applies that has been sustained by an “**insured**” defined in **1.A.**, **1.B.**, or **1.C.** above.
2. “**Underinsured motor vehicle**” means a land motor vehicle or “**trailer**” of any type to which one or more bodily injury liability bonds or policies apply at the time of the “**accident**”, and those bonds or policies collectively satisfy “**minimum limits**”, but the amount available for “**bodily injury**” under all bonds and policies to an “**insured**” is not enough to pay the full amount the “**insured**” is legally entitled to recover as damages.

However, ***“underinsured motor vehicle”*** does not include any vehicle or equipment:

- A. To which a bodily injury liability bond or policy applies at the time of the ***“accident”*** but its limit for bodily injury liability is less than the required ***“minimum limit”*** for bodily injury.
  - B. Operated on rails or crawler treads.
  - C. Designed mainly for use off public roads.
  - D. While located for use as a residence or premises.
  - E. To which a bodily injury liability bond or policy applies at the time of the ***“accident”*** but the bonding or insuring company denies coverage;
  - F. Shown on the Declarations page; or
  - G. That is an ***“uninsured motor vehicle”***.
3. ***“Uninsured motor vehicle”*** means a land motor vehicle or ***“trailer”*** of any type:
- A. To which no bodily injury liability bond or policy applies at the time of the ***“accident”***.
  - B. To which a bodily injury liability bond or policy applies at the time of the ***“accident”*** but its limit for bodily injury liability is less than the required ***“minimum limit”*** for ***“bodily injury”***.
  - C. That is a hit-and-run vehicle whose ***“owner”*** or operator cannot be identified and that has physical contact with:
    - (1) ***“You”*** or a ***“family member”***;
    - (2) A vehicle that ***“you”*** or a ***“family member”*** are ***“occupying”***; or
    - (3) A ***“covered auto”***;but only if the named insured, or someone on that person’s behalf, reports the ***“accident”*** to the appropriate police department, sheriff or state Highway Patrol in the time required by Nevada law.
  - D. To which a bodily injury liability bond or policy applies at the time of the ***“accident”*** but the bonding or insuring company:
    - (1) Denies coverage; or
    - (2) Is or becomes insolvent within two years after the date of the ***“accident”***.
  - E. That is subject to a short term lease and for which the short-term lessor is insured or bonded for ***“bodily injury”*** liability up to ***“minimum limits”***, but which is used by a short-term lessee who does not have an applicable liability policy or bond in at least ***“minimum limits”***.

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

- A. ***“Owned”*** by or furnished or available for the regular use of ***“you”*** or any ***“family member”***.
- B. Operated on rails or crawler treads.
- C. Designed mainly for use off public roads.
- D. While located for use as a residence or premises.
- E. That is ***“owned”*** or operated by a self-insured under any applicable motor vehicle law, other than a self-insured that is or becomes insolvent.
- F. Shown on the Declarations page.
- G. That is an ***“underinsured motor vehicle”***.

**EXCLUSIONS FOR PART III: UNINSURED AND UNDERINSURED MOTORIST COVERAGE**  
**(Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part III.)**

- 1. ***“We”*** do not provide coverage under **Part III** for ***“bodily injury”*** sustained:
  - A. By an ***“insured”*** while ***“occupying”***, or when struck by, any motor vehicle ***“owned”*** by that ***“insured”*** which is not a ***“covered auto”*** insured for this coverage under this policy. This includes a ***“trailer”*** of any type used with that vehicle.
  - B. By any ***“family member”*** while ***“occupying”*** or when struck by, any motor vehicle ***“you”*** ***“own”*** which is insured for Uninsured or Underinsured Motorist Coverage on a primary basis under any other policy.
  - C. While ***“occupying”*** a ***“covered auto”*** when it is being used as a public or livery conveyance, or used to carry property for compensation or a fee. This Exclusion **1.C.** includes, but is not limited to, the delivery

of magazines, newspapers, food, or any other products. This exclusion **1.C.** does not apply to shared-expense car pools.

However, this Exclusion **1.C.** applies only to the extent that the limits of liability for this coverage exceed the limits of liability required by the financial responsibility law of the State of Nevada.

2. “We” do not provide coverage under **Part III** for “*bodily injury*” sustained by any “*insured*” using a vehicle without permission to do so. This Exclusion **2** does not apply to a “*family member*” using a “*covered auto*” which is “*owned*” by “*you*”.
3. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
  - A. Workers’ compensation law; or
  - B. Disability benefits law.
4. “We” do not provide Uninsured or Underinsured Motorist Coverage for punitive or exemplary damages.
5. “We” do not provide Uninsured or Underinsured Motorist Coverage for “*bodily injury*” that results from:
  - A. Nuclear radiation, exposure, or contamination; or
  - B. Bio-chemical attack or exposure to bio-chemical agents.

#### LIMIT OF LIABILITY

1. The limit of liability shown in the Declarations page for each person for Uninsured/Underinsured Motorist Coverage is “*our*” maximum limit of liability for all damages, including, but not limited to, damages for:
  - A. Loss of society;
  - B. Loss of companionship;
  - C. Loss of services;
  - D. Loss of consortium;
  - E. Emotional injury or mental anguish resulting from witnessing “*bodily injury*” to another; and
  - F. Wrongful 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 on the Declarations page for each “*accident*” for Uninsured/Underinsured Motorist 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:

- A. “*INSUREDS*”;
  - B. CLAIMS MADE;
  - C. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS PAGE; OR
  - D. VEHICLES INVOLVED IN THE “*ACCIDENT*”.
2. IF “*YOU*” HAVE MORE THAN ONE “*AUTO*” INSURED BY “*US*”, “*WE*” WILL NOT PAY ANY “*INSURED*” MORE THAN THE SINGLE HIGHEST LIMIT OF THE UNINSURED MOTORIST COVERAGE OR UNDERINSURED MOTORIST COVERAGE “*WE*” PROVIDE ON ANY ONE “*AUTO*” FOR AN “*ACCIDENT*”. UNINSURED MOTORIST COVERAGE OR UNDERINSURED MOTORIST COVERAGE ON MORE THAN ONE “*AUTO*” CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.
  3. Subject to the Limits of Liability under this **Part III**, the maximum amount “*we*” will pay for damages caused by the “*owner*” or operator of an “*underinsured motor vehicle*” shall be no more than the amount by which the “*bodily injury*” damages exceed:
    - A. the sum of the amounts of coverage of all liability bonds or policies available to the “*owner*” or operator of the “*underinsured motor vehicle*”; or

- B. The limitation on liability of a government unit or agency under NRS § 41.035, as amended, if that *“insured”* enters into a settlement agreement with any government unit or agency for an amount less than the limitation on liability of a government unit or agency under NRS § 41.035, as amended.
4. NO ONE WILL BE ENTITLED TO RECEIVE DUPLICATE PAYMENTS FOR THE SAME ELEMENTS OF DAMAGES UNDER THIS COVERAGE AND:
    - A. **PART I: LIABILITY COVERAGE;**
    - B. **PART II: MEDICAL AND FUNERAL SERVICES PAYMENTS COVERAGE OF THIS POLICY;**  
OR
    - C. ANY OTHER SOURCE.
  5. *“WE”* WILL NOT MAKE A DUPLICATE PAYMENT UNDER THIS COVERAGE FOR ANY ELEMENT OF DAMAGES FOR WHICH PAYMENT HAS BEEN MADE BY OR ON BEHALF OF PERSONS OR ORGANIZATIONS WHO MAY BE LEGALLY RESPONSIBLE.
  6. *“We”* will not pay for any element of damages if the *“insured”* is entitled to receive payment for the same element of damages under any of the following or similar law:
    - A. Workers’ compensation law;
    - B. Disability benefits law; or
    - C. Any similar self-insured or government plan.

#### **OTHER INSURANCE**

IF THERE IS OTHER APPLICABLE INSURANCE AVAILABLE UNDER ONE OR MORE POLICIES OR PROVISIONS OF COVERAGE THAT IS SIMILAR TO THE UNINSURED MOTORIST COVERAGE OR UNDERINSURED MOTORIST COVERAGE PROVIDED IN THIS **PART III**, *“WE”* WILL ONLY PAY *“OUR”* SHARE OF THE DAMAGES. *“OUR”* SHARE IS THE PROPORTION THAT *“OUR”* LIMIT OF LIABILITY PROVIDED IN THIS **PART III** BEARS TO THE TOTAL OF ALL APPLICABLE LIMITS ON EITHER A PRIMARY OR EXCESS BASIS. HOWEVER:

1. ANY RECOVERY FOR DAMAGES UNDER ALL POLICIES OR PROVISIONS OF COVERAGE MAY EQUAL, BUT NOT EXCEED, THE HIGHEST APPLICABLE LIMIT FOR ANY ONE VEHICLE UNDER ANY ONE INSURANCE POLICY 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 temporary substitute, shall be excess over any collectible insurance providing such coverage on a primary basis.
3. IF MORE THAN ONE POLICY ISSUED BY *“US”* AND/OR AN AFFILIATED INSURER PROVIDES COVERAGE TO AN *“INSURED”* FOR *“BODILY INJURY”* CAUSED BY AN *“UNINSURED MOTOR VEHICLE”* OR *“UNDERINSURED MOTOR VEHICLE”*, THAT *“INSURED”* SHALL SELECT AND RECOVER UNDER ONLY THE COVERAGE UNDER ONE POLICY FOR ONE *“AUTO”* ISSUED BY *“US”* OR AN AFFILIATED COMPANY. ONLY THE ONE POLICY SELECTED BY THE *“INSURED”* SHALL APPLY AND NO COVERAGE WILL BE PROVIDED BY ANY OF THE OTHER POLICIES ISSUED BY *“US”* OR AN AFFILIATED COMPANY. THE LIMIT OF LIABILITY UNDER **PART III** FOR ONE *“AUTO”* MAY NOT BE ADDED, COMBINED, OR STACKED TOGETHER WITH SIMILAR COVERAGE UNDER ANY OTHER POLICY ISSUED BY *“US”* OR AN AFFILIATED COMPANY FOR *“BODILY INJURY”* SUSTAINED BY AN *“INSURED”* IN AN *“ACCIDENT”*.

#### **ADDITIONAL DUTIES**

A person seeking coverage under **Part III** must also promptly do the following:

1. Send *“us”* copies of the legal papers if a lawsuit is brought.
2. Notify the police within 24 hours or as soon as practical after the *“accident”* if a hit-and-run or unidentified driver is involved, and report the *“accident”* to *“us”* within 30 days of the *“accident”*.

## PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO

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### INSURING AGREEMENT: COLLISION COVERAGE

1. Subject to the limits of liability, if “**you**” pay the premium for Collision Coverage, “**we**” will pay for a sudden, direct, and accidental “**loss**” to:
  - A. “**Your**” “**covered auto**” for which Collision Coverage has been purchased, as stated in “**your**” Declarations page;
  - B. A “**non-owned auto**”; or
  - C. A “**trailer**” titled to “**you**”;if it overturns or is in a “**collision**” with another object .
2. If there is a “**loss**” to a “**non-owned auto**”, “**we**” will provide the broadest Collision Coverage applicable to any of “**your**” “**covered autos**”.
3. In addition, “**we**” will pay the reasonable cost to replace any child safety seat damaged in an “**accident**” to which this coverage applies.

### INSURING AGREEMENT: COMPREHENSIVE COVERAGE

1. Subject to the limits of liability, if “**you**” pay the premium for Comprehensive Coverage, “**we**” will pay for a sudden, direct, and accidental “**loss**” to:
  - A. “**Your**” “**covered auto**” for which Comprehensive Coverage has been purchased, as stated in “**your**” Declarations page;
  - B. A “**non-owned auto**”; or
  - C. A “**trailer**” titled to “**you**”.
2. Comprehensive Coverage includes, but is not limited to, a “**loss**” caused by the following:
  - A. Missiles or falling objects;
  - B. Fire;
  - C. Theft or larceny;
  - D. Explosion or earthquake;
  - E. Windstorm;
  - F. Hail, water, or flood;
  - G. Malicious mischief or vandalism;
  - H. Riot or civil commotion;
  - I. Contact with bird or animal; or
  - J. Breakage of glass.If breakage of glass is caused by a “**collision**”, “**you**” may elect to have it considered a “**loss**” caused by “**collision**”.

### ADDITIONAL DEFINITIONS FOR PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO

1. “**Collision**” means the upset of a “**covered auto**” or a “**non-owned auto**” or their impact with another vehicle or object.

“**Collision**” does not include “**loss**” caused by the following, which shall be considered as “**loss**” covered under Comprehensive Coverage:

  - A. Missiles or falling objects;
  - B. Fire;
  - C. Theft or larceny;
  - D. Explosion or earthquake;

- E. Windstorm;
- F. Hail, water, or flood;
- G. Malicious mischief or vandalism;
- H. Riot or civil commotion;
- I. Contact with bird or animal; or
- J. Breakage of glass.

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

2. “*Custom parts and equipment*” means any equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which alter the appearance or performance of a vehicle, and includes, but is not limited to:
  - A. Stereo, sound reproducing, sound recording, and television equipment;
  - B. Radios, citizens band radios and scanners;
  - C. Personal computers, internet access and navigation systems;
  - D. Telephones, televisions, and video entertainment systems;
  - E. Body, engine, exhaust, or suspension enhancers;
  - F. Winches, anti-roll, or anti-sway bars;
  - G. Custom grilles, louvers, side pipes, hood scoops, or spoilers;
  - H. Custom wheels, tires, or spinners;
  - I. Custom chrome and paint;
  - J. Special carpeting or insulation;
  - K. Furniture or bars;
  - L. Height-extending roofs; or
  - M. Custom murals, paintings, or other decals or graphics.
3. “*Diminution in value*” means the actual or perceived loss in market value which results from a direct and accidental “*loss*”.
4. “*Non-owned auto*” means any:
  - A. Private passenger “*auto*” or “*trailer*”; or
  - B. Pickup or van that has a Gross Vehicle Weight Rating (as determined by the manufacturer) of 10,000 lbs. or less;
 that is 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*” with permission of its “*owner*”.

#### **RENTAL REIMBURSEMENT COVERAGE**

1. Subject to the limits of liability, if “*you*” pay the premium for Rental Reimbursement Coverage, “*we*” will reimburse rental charges incurred when “*you*” rent an “*auto*” from a rental agency or auto repair shop due to a “*loss*” to a “*covered auto*”. This coverage applies only if “*you*” have purchased both Collision Coverage and Comprehensive Coverage for that “*covered auto*” and the “*loss*” is covered under one of those coverages.
2. The maximum “*we*” will pay is the daily amount and total incident amount shown on the Declarations page.
3. If the “*loss*” is not due to a total theft:
  - A. Reasonable rental charges will be reimbursed beginning:
    - (1) When “*your*” “*covered auto*” cannot be driven due to a “*loss*”; or
    - (2) If “*your*” “*covered auto*” can be driven, when “*you*” deliver “*your*” “*covered auto*” to a vehicle repair shop for repairs due to the “*loss*”.
  - B. Reasonable rental charge reimbursement will end at the earliest of the following:
    - (1) When “*your*” “*covered auto*” has been returned to “*you*”;

- (2) When “*your*” “*covered auto*” has been repaired or after a reasonable time in which “*your*” “*covered auto*” could have been repaired;
  - (3) When “*your*” “*covered auto*” has been replaced;
  - (4) If “*your*” “*covered auto*” is deemed by “*us*” to be a total loss, 48 hours after “*we*” make an offer to pay the applicable limit of liability under this **Part IV**; or
  - (5) When “*you*” incur 30 days’ of reasonable rental charges.
4. If the “*loss*” is due to a total theft, reasonable rental charges will be reimbursed beginning 48 hours after the total theft, and ends at the earliest of:
- A. When “*your*” “*covered auto*” or “*non-owned auto*” is returned to “*you*” or its owner;
  - B. When “*your*” “*covered auto*” or “*non-owned auto*” has been recovered and repaired or after a reasonable time in which “*your*” “*covered auto*” could have been repaired;
  - C. When “*your*” “*covered auto*” or “*non-owned auto*” has been replaced;
  - D. If “*your*” “*covered auto*” is deemed by “*us*” to be a total loss, 48 hours after “*we*” make an offer to pay the applicable limit of liability under this **Part IV**; or
  - E. When “*you*” incur 30 days’ worth of reasonable rental charges.
5. “*You*” must provide “*us*” written proof of “*your*” reasonable rental charges to be reimbursed.

#### **CUSTOM PARTS AND EQUIPMENT COVERAGE**

1. Subject to the stated limit of liability, if “*you*” pay the premium for Custom Parts and Equipment Coverage, “*we*” will pay for a sudden, direct, and accidental “*loss*” to “*your*” “*custom parts and equipment*” that is not otherwise covered by Collision Coverage or Comprehensive Coverage, reduced by any applicable deductible shown in the Declarations page.
2. With respect to a vehicle for which the Declarations page indicates that Custom Parts and Equipment Coverage applies, “*our*” limit of liability for “*loss*” for “*custom parts and equipment*” will be the lesser of the following:
  - A. The actual cash value of the stolen or damaged property;
  - B. The amount necessary to repair the property to its pre-loss physical condition;
  - C. The amount necessary to replace the property with other property of like kind and quality; or
  - D. The applicable limits of liability elected by “*you*” and shown in the Declarations page.
3. “*You*” are required to provide proof of purchase for all “*custom parts and equipment*”. Examples of proof of purchase include receipts listing the parts and cost, bills of sale listing the parts, or cost invoice for the parts listing the cost.

#### **TOWING AND LABOR COVERAGE**

1. If “*you*” pay the premium payment for Towing and Labor Coverage, “*we*” will pay for the following services each time a “*covered auto*” for which these coverages have been purchased, or a “*non-owned auto*”, is disabled:
  - A. Towing;
  - B. Tire changing;
  - C. Gas, oil, and water delivery;
  - D. Battery services; and
  - E. Lockout services.
2. “*We*” will only provide Towing and Labor Coverage up to the limit shown in the Declarations page as applicable to that vehicle, and subject to the following:
  - A. “*We*” will only pay for necessary labor performed at the place of disablement;

- B. “We” will only pay up to three claims for any one “covered auto” under this Towing and Labor Coverage, within any 6 month policy period;
  - C. This coverage applies only to a “covered auto”.
3. “We” will not pay Towing and Labor Coverage for any of the following:
- A. Installation of products or material not related to the disablement;
  - B. Labor not related to the disablement;
  - C. Labor or repair work performed at a service station, garage, or repair shop;
  - D. Repeated service calls for a covered disabled vehicle in need of routine maintenance or repair;
  - E. Disablement that results from an intentional or willful act or action by “you”, a “family member” or the operator of the disabled “auto”; or
  - F. A “trailer” of any kind.

### AUTO LOAN/LEASE COVERAGE

1. If “you” pay the premium for Auto Loan/Lease Coverage for a “covered auto” and that “covered auto” sustains a total loss, “we” will pay any unpaid amount due on the lease or loan for that “covered auto” reduced by:
- A. The amount paid under **Part IV: Coverage for Physical Damage to an Auto** of the policy; and
  - B. Any:
    - (1) Overdue lease/loan payments at the time of the “loss”;
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
    - (3) Security deposits not refunded by a lessor;
    - (4) Costs for extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the loan or lease or refunds due to “you”;
    - (5) Carry-over balances from previous loans or leases;
    - (6) Collection or repossession expenses; and
    - (7) Salvage value if “you” retain salvage.
2. “Our” payment shall not exceed twenty-five percent (25%) of the actual cash value of the “covered auto” at the time of the total loss. “We” may pay “you” and the lessor or lienholder named on the Declarations page.
3. This coverage only applies for a “covered auto” for which “you” have purchased Auto Loan/Lease Coverage, Collision Coverage, and Comprehensive Coverage.

### EXCLUSIONS FOR PART IV: COVERAGE FOR PHYSICAL DAMAGE TO AN AUTO (Read carefully. If any of the exclusions below apply, coverage will not be afforded under Part IV.)

“We” will not provide coverage for:

1. “Loss” to a “covered auto” or any “non-owned auto” that occurs while it is being used as a public or livery conveyance, or used to carry property for compensation or a fee. This Exclusion 1 applies to, but is not limited to, the delivery of magazines, newspapers, food or any other products. However, this Exclusion 1 does not apply to shared-expense car pools.
2. Damage resulting from and limited 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 a “covered auto” or “non-owned auto”.

3. **“Loss”** due to exposure or as a result of:
  - A. The discharge or release of radioactive materials or contamination;
  - B. A radioactive or nuclear event for which insurance is or can be afforded under a nuclear energy liability insurance policy;
  - C. War (declared or undeclared), including civil war;
  - D. Warlike action by the government or other authority using military personnel or agents. This includes action taken to hinder or defend against an actual or expected attack; or
  - E. Insurrection, 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; or
  - L. Citizens band radios.

This Exclusion 4 does not apply to Custom Parts and Equipment Coverage or to electronic equipment that is permanently installed in a **“covered auto”** or any **“non-owned auto”** by the automobile’s manufacturer.
  
5. **“Loss”** to tapes, records, disks, or other media used with equipment described in Exclusion 4.
  
6. **“Loss”** to equipment designed or used for the detection or location of radar or laser.
  
7. A total loss to a **“covered auto”** or any **“non-owned auto”** due to destruction, confiscation, or seizure by governmental or civil authorities.
  
8. **“Loss”** to facilities or equipment used with **“your” “trailer”**, including, but not limited to:
  - A. Cooking, dining, plumbing, or refrigeration facilities;
  - B. Awnings or cabanas; and
  - C. Any other facilities or equipment not permanently attached to **“your” “trailer”**.
  
9. **“Loss”** to any **“non-owned auto”** when used by **“you”** or any **“family member”** without permission of the **“owner”** to do so.
  
10. **“Loss”** to any custom furnishings or equipment in or upon any **“covered auto”** or any **“non-owned auto”**. Custom furnishings or equipment include equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which alter the appearance or performance of a vehicle. This includes, but is not limited to:
  - A. Body, engine, exhaust, or suspension enhancers;
  - B. Winches, anti-roll, or anti-sway bars;
  - C. Custom grilles, louvers, side pipes, hood scoops, or spoilers;
  - D. Custom wheels, tires, or spinners;
  - E. Custom chrome and paint;
  - F. Special carpeting or insulation;
  - G. Furniture or bars;

- H. Height-extending roofs; or
- I. Custom murals, paintings, or other decals or graphics.

This Exclusion **10** does not apply to:

- A. “**Loss**” to “**custom parts or equipment**” to which Custom Parts and Equipment Coverage applies; or
- B. To a cap, cover, or bed-liner in or upon any “**covered auto**” that is a pickup.

11. “**Loss**” to any “**non-owned auto**” being maintained or used by any person while employed or otherwise engaged in the “**business**” of:
- A. Selling or leasing;
  - B. Repairing;
  - C. Servicing;
  - D. Testing;
  - E. Delivering;
  - F. Cleaning;
  - G. Storing;
  - H. Parking; or
  - I. Towing;
- vehicles designed for use on public highways.
12. “**Loss**” sustained while a “**covered auto**” or “**non-owned auto**” is being used in, practicing or preparing for any prearranged, organized, or spontaneous street racing, speed, distance contest, stunting, or demolition contest activity.
13. “**Loss**” to any vehicle located inside a facility designed for racing or high performance driving for the purpose of:
- A. Competing in any prearranged or organized racing, stunting, or speed contest;
  - B. Practicing or preparing for any prearranged or organized racing, stunting, or speed contest; or
  - C. Participating in any racing school, driving school, driver training, skills training, race driving experience, or racing adventure program.
14. “**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.
15. “**Loss**” to a “**covered auto**” or “**non-owned auto**” for “**diminution in value**”.
16. “**Loss**” to a “**covered auto**”, “**non-owned auto**”, or “**trailer**” that is intended or is caused intentionally by a willful act by “**you**”, a “**family member**”, or its “**owner**”, or at the direction of “**you**”, a “**family member**”, or its “**owner**”. This Exclusion **16** will not apply to the extent of the legal interest of “**you**” or a “**family member**” who sustain the “**loss**” as the result of domestic violence if:
- A. The applicable state law protects that interest;
  - B. That person has not participated in, contributed to, directed, or consented to the intentional act causing the “**loss**”;
  - C. A family violence complaint has been filed with the appropriate law enforcement authorities; and
  - D. That person cooperates in any investigation relating to the “**loss**”.
17. “**Loss**” to a “**covered auto**”, “**non-owned auto**”, or “**trailer**” resulting from the intentional discharge, dispersal, or release of radioactive, nuclear, biological, chemical, or other hazardous materials, for any purpose other than its safe and useful purpose.

18. “Loss” to a “covered auto”, “non-owned auto”, or “trailer” while it is leased or rented to others, or provided in exchange for any form of compensation.
19. “Loss” to a “covered auto” or “trailer” while it is in the care, custody, or control of anyone engaged in the “business” of selling the “covered auto” or “trailer”.
20. “Loss” to personal property that is not permanently attached to the “covered auto”, “non-owned auto”, or “trailer”.

## LIMIT OF LIABILITY

1. “Our” limit of liability for “loss” will be the lesser of the:
  - A. Actual cash value of the stolen or damaged property;
  - B. Amount necessary to repair the property to its pre-loss physical condition; or
  - C. Amount necessary to replace the property with other property of like kind and quality.However, the most “we” will pay for “loss” to:
  - A. Electronic equipment that reproduces, receives, or transmits audio, visual, or data signals, and which is permanently installed in the “auto” but not by the “auto” manufacturer or in the factory, is \$1,000, unless increased coverage is purchased; and
  - B. A “trailer” is \$1,000.
2. An adjustment for depreciation and physical condition, which may also be referred to as betterment, wear and tear, or prior damage, will be made in determining actual cash value in the event of a total loss.
3. If a repair or replacement results in better than like kind or quality, “we” will not pay for the amount of the betterment.
4. Any payment for damaged property will be reduced by the applicable deductible shown on “your” Declarations page and by the salvage value if “you” or the “owner” retain the salvaged property.
5. If coverage applies to a “non-owned auto”, “we” will provide the broadest coverage applicable to any “auto” shown on the Declarations page. However, the highest deductible on any “covered auto” shall apply.
6. In determining the amount necessary to repair damaged property, the amount to be paid by “us” will be based on the reasonable rate for repairs and cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
  - A. Original manufacturer parts or equipment; and
  - B. Non-original manufacturer parts or equipment.
7. No one will be entitled to duplicate payments for any elements of damages under this policy or any other source.
8. Payment under **Part IV** due to theft of an “auto” is conditioned upon transfer of the title to “us” if “we” make a demand for the title.
9. If “you” agree to have a damaged windshield repaired, “we” shall have no duty to replace that windshield or pay any other amount with regard to that windshield “loss” after repair.

## PAYMENT OF LOSS

“We” may, at “our” expense, return any stolen property to:

1. **“You”**; or
2. The address shown on the Declarations page.

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.

**“We”** may pay for a **“loss”** in money or repair or replace the damaged or stolen property. If **“we”** pay for **“loss”** in money, **“our”** payment will include the applicable sales tax for the damaged or stolen property.

### **LOSS PAYABLE CLAUSE**

1. A total loss or damage under this policy shall be paid, as interest may appear, to **“you”** and the loss payee shown on the Declarations page. However, with **“your”** consent, **“we”** may pay a repair facility directly for the repair of a partial loss covered under this **Part IV**.
2. If we determine that fraud, a material misrepresentation, material omission, or an intentional act causing damage was committed by or at the direction of **“you”** or a **“family member”**, the interest of the loss payee will not be protected.
3. **“We”** reserve the right to cancel or nonrenew this policy, and any cancellation or nonrenewal shall terminate all agreements as to the loss payee’s interest. **“We”** will give the same notice of cancellation or nonrenewal to the loss payee as **“we”** give to the named insured shown on the Declarations page. When **“we”** pay the loss payee, **“we”** shall, to the extent of payment, be subrogated to the loss payee’s rights of recovery.

### **NO BENEFIT TO BAILEE**

Coverage provided by this insurance policy shall not directly or indirectly benefit any carrier or other bailee for hire.

### **OTHER SOURCES OF RECOVERY**

When there are other sources of recovery or applicable 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 **“non-owned auto”** shall be excess over any other collectible source of recovery including, but not limited to:

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

### **APPRAISAL**

1. If **“we”** and **“you”** do not agree on the amount of **“loss”**, either party may demand an appraisal of the **“loss”**. If a demand is made, each party will select a competent and impartial appraiser. The two appraisers will select an impartial and qualified umpire. Each appraiser will state separately the actual cash value and the amount of loss. In the event of a disagreement, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
  - A. Pay its chosen appraiser; and
  - B. Bear the expenses of the appraisal and umpire equally.
2. Neither party waives any rights under this policy by agreeing to an appraisal.

## PART V: INSURED'S DUTIES AFTER AN ACCIDENT OR LOSS

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The duties listed below are conditions that must be met before coverage will apply. **“We”** have no duty to provide coverage under this policy if an insured fails to comply with the following duties:

1. **“We”** must be notified promptly of how, when, and where the **“accident”** or **“loss”** happened. Notice should also include:
  - A. The names and addresses of any injured persons and of any witnesses;
  - B. All facts and circumstances, including weather conditions and a description of injuries; and
  - C. The license plate numbers and descriptions of the vehicles involved.Notice may be given to **“us”** or **“our”** authorized agent.
  
2. **“You”**, members of **“your” “household”**, and any person seeking any coverage must:
  - A. Cooperate with **“us”** in the investigation, settlement, and defense of any claim or lawsuit.
  - B. Promptly send **“us”** copies of any notices or legal papers received in connection with the **“accident”** or **“loss”**.
  - C. Submit, as often as **“we”** reasonably require, to physical exams paid for by **“us”** and conducted by doctors or medical providers **“we”** select.
  - D. Allow **“us”** to take signed and recorded statements, including statements and examinations under oath, and answer all questions **“we”** ask as often as **“we”** may reasonably require. **“We”** may require that statements and examinations be conducted outside of **“your”** presence or the presence of witnesses or other persons seeking coverage or benefits under this policy.
  - E. Authorize **“us”** to obtain:
    - (1) Medical records and reports;
    - (2) Data contained in an Event Data Recorder or similar device;
    - (3) Employment and wage records; and
    - (4) Other relevant records, including, but not limited to:
      - (a) Electronic records;
      - (b) Business and financial records;
      - (c) Audio and video recordings;
      - (d) Phone records including cellular records;
      - (e) Computer records;
      - (f) Current and prior insurance claims records;
      - (g) Global Positioning System (GPS) data records; and
      - (h) Loss payee records.
  - F. Submit a proof of loss when required by **“us”**.
  
3. A person seeking Coverage for Physical Damage to an Auto must also:
  - A. Take reasonable steps after the **“loss”** to protect the **“covered auto”** or **“non-owned auto”** and their equipment from further **“loss”**. **“We”** will pay reasonable expenses incurred to do this.
  - B. Promptly notify the police if a **“covered auto”** or **“non-owned auto”** is stolen.
  - C. Permit **“us”** to inspect, photograph, and appraise the damaged property before its repair or disposal.
  - D. Authorize **“us”** to move the damaged **“auto”** and/or **“trailer”** to a storage facility of **“our”** choice at **“our”** expense.

## PART VI: GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE

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### BANKRUPTCY

Bankruptcy or insolvency of “*you*”, a “*family member*” or any other person who is an “*insured*” under **Part I** shall not relieve “*us*” of any obligations under this policy.

### CHANGES

1. This policy, “*your*” Application, the terms and conditions “*you*” have expressly agreed to, the Declarations page, as may be amended from time-to-time, and Endorsements issued by “*us*”, contain all the agreements between “*you*” and “*us*”. Their terms may not be changed or waived except by an endorsement issued by “*us*”.
2. If there is a change to the information used to calculate 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:
  - A. The number, type, or use classification of insured vehicles;
  - B. Operators using insured vehicles;
  - C. The place of principal garaging of insured vehicles; or
  - D. Coverage, deductible, or limits.

If a change resulting from Provision **1** or **2** above requires a premium adjustment, “*we*” will make the premium adjustment in accordance with “*our*” rating rules.

3. If “*we*” make a change which broadens coverage under this edition of “*your*” policy without an additional premium charge, then that change will automatically apply to “*your*” policy as of the date “*we*” implement the change in “*your*” state. This Provision **3** 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:
  - A. A subsequent edition of “*your*” policy; or
  - B. An Amendatory Endorsement.

### FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on “*your*” insurance application, which is a part of this policy, and which “*you*” warrant to be true. “*We*” may void this policy if “*you*” or an insured person:

1. Made incorrect statements or representations to “*us*” with regard to any material fact or circumstance, including, but not limited to, incorrect statements or misrepresentations as to:
  - A. The driver’s license, accident history or violation history of:
    - (1) “*You*”;
    - (2) A “*family member*”;
    - (3) Any driver residing in “*your*” “*household*”; or
    - (4) Any regular operator of any listed “*auto*”;
  - B. The description of the **autos** to be insured by “*us*”;
  - C. Disclosure of all regular operators of listed **autos**;
  - D. Disclosure of all drivers who reside in “*your*” “*household*”;
  - E. The location of the principal garaging site of each “*covered auto*”;
  - F. “*Your*” place of residence; or
  - G. The answers to the Questions in the Application.

2. Concealed or misrepresented any material fact or circumstance, including, but not limited to, the items set out in clause 1 above; or
3. Engaged in fraudulent conduct at the time of application.

“We” may void this policy due to fraud, misrepresentation, concealment, or an incorrect statement of a material fact in connection with a claim; even after the occurrence of an “*accident*” or “*loss*”. This means that “we” will not be liable for any claims or damages that would otherwise be covered. If “we” void a policy in accordance with this provision it will be voided from its inception. However, voiding this policy will not bar payment under Liability Coverage for “*bodily injury*” or “*property damage*” sustained by innocent third-parties up to “*minimum limits*”, for any “*accident*” that occurs before “we” notify the named insured that the policy is void. “We” are entitled to reimbursement from “you” and any other person who has committed fraud or misrepresentation, and “we” reserve all rights to indemnity for payments made and costs incurred by “us” for payments made under this clause after “we” void this policy.

“We” do not provide coverage or benefits for any person who has made material misrepresentations or engaged in fraudulent conduct in connection with any “*accident*” or “*loss*” for which coverage or benefits are sought under this policy. However, if “we” deny coverage, it will not bar payment under Liability Coverage for “*bodily injury*” or “*property damage*” sustained by innocent third-parties up to “*minimum limits*”. “We” are entitled to reimbursement from “you” and any other person who has committed fraud or misrepresentation, and “we” reserve all rights to indemnity for payments made and costs incurred by “us” for payments made under this clause after “we” void this policy.

## LEGAL ACTION AGAINST US

1. 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 I: Liability Coverage**, no legal action may be brought against “us” until:
  - A. “We” agree in writing that the person who is an “*insured*” under **Part I** has an obligation to pay; or
  - B. The amount of that obligation has been finally determined by judgment after trial.
2. No person or organization has any right under this policy to bring “us” into any action to determine the liability of a person who is an “*insured*” under **Part I**.
3. There can be no abandonment to “us” of any “*auto*” or “*trailer*”. “We” have no duty to preserve or retain salvage for any purpose, including for use as evidence in any civil or criminal proceeding.
4. Any award of interest imposed upon a judgment that arises out of a legal action against “us” by “you” or any person seeking recovery of damages of any kind or payment of benefits under this policy shall be calculated at a rate not to exceed 2% per annum.

## OUR RIGHT TO RECOVER PAYMENT - SUBROGATION

1. If “we” make a payment under:
  - A. **Part IV: Coverage For Physical Damage To An Auto**; or
  - B. **Part III: Uninsured And Underinsured Motorist Coverage**;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.

However, “our” rights in this Provision 1 do not apply:

  - A. For payment under **Part IV: Coverage for Physical Damage to an Auto** against any person using a “*covered auto*” with permission of the “*owner*” to do so; or
  - B. Against the “*owner*” or operator of an “*underinsured motor vehicle*”.

2. The person to whom “we” have made payment under Uninsured Motorist Coverage and the person to whom payment was made under **Coverage For Physical Damage To An Auto**; shall do:
  - A. Whatever is necessary to enable “us” to exercise “our” rights; and
  - B. Nothing after an “accident” to prejudice “our” rights; and
 If any such person recovers damages from any other source, that person must:
  - A. Hold in trust for **us** the proceeds of the recovery; and
  - B. Reimburse **us** the amount of **our** payment.
3. If “we” seek recovery from a liable party:
  - A. “We” shall be authorized by “you” to also seek recovery of any applicable deductible;
  - B. “You” agree to be bound on a pro rata basis to any compromise settlement agreement entered into by “us” with the liable party or the outcome of any arbitration “we” enter into for those sums;
  - C. Unless “you” have already recovered “your” deductible from the liable party, any recovery “we” obtain will be shared on a proportionate basis between “you” and “us”; and
  - D. If “we” have retained and used an attorney to collect from the liable party, “we” may deduct from “your” recovery a pro rata share of the allocated attorney fees, expenses and costs to recover those sums.
4. If “we” make a payment under **Part III: Uninsured And Underinsured Motorist Coverage** due to the liability of the “owner” or operator of an “*uninsured motor vehicle*”, “we” are entitled to the:
  - A. Proceeds of any settlement or recovery from any person legally responsible for the “*bodily injury*” as to which payment was made; and
  - B. Amounts recovered from the assets of any insolvent insurer of an “*uninsured motor vehicle*”.

## POLICY PERIOD AND TERRITORY

1. This policy applies only to “accidents” and “loss” that occur:
  - A. After the effective date and time shown on the Declarations page, or the time this policy was purchased, whichever is later;
  - B. After the policy becomes effective but prior to its cancellation or termination, or 12:01 a.m. on the expiration date shown on the Declarations page, whichever is earlier; and
  - C. Within the policy territory.
2. The policy territory is:
  - A. The United States of America, its territories or possessions;
  - B. Puerto Rico; and
  - C. Canada.
 This policy also applies to “losses” and “accidents” involving a “covered auto” while it is being transported between ports within the policy territory.
3. No coverage is provided under this policy for any “accident”, “loss”, “bodily injury” or “property damage” arising out of the use or maintenance of any vehicle or “trailer” in the Republic of Mexico.

## TERMINATION

### 1. Cancellation

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

- A. The named insured shown in the Declarations page may cancel by:
  - (1) Returning this policy to “us”;
  - (2) Giving “us” advance written notice of the date cancellation is to take effect; or
  - (3) Giving “us” advance notice by any other method “we” agree to accept.
- B. If this policy has been in effect less than 70 days during the initial policy period, “we” may cancel the policy for any reason.

- C. **“We”** may cancel by mailing or delivering to the named insured shown in the Declarations page at the address shown in this policy:
  - (1) At least 10 days’ notice if cancellation is for nonpayment of premium when due; or
  - (2) At least 30 days’ notice in all other cases.
- D. After this policy is in effect for 70 days, or if this is a renewal or continuation policy, **“we”** will cancel only:
  - (1) For nonpayment of the premium when due;
  - (2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
  - (3) Discovery of fraud or material misrepresentation in the procurement of the policy or in the presentation of any claim;
  - (4) Discovery of:
    - (a) An act of omission; or
    - (b) A violation of any condition of the policy, which occurred after the first effective date of the policy term and substantially and materially increases the hazard insured against;
  - (5) We discover a material change in the nature or extent of the risk during the policy term which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
  - (6) A determination by the Commissioner that continuation of the insurer’s present volume of premiums would jeopardize the insurer’s solvency or be hazardous to the interests of policyholders of the insurer, its creditors or the public; or
  - (7) A determination by the Commissioner that the continuation of the policy would violate, or place the insurer in violation of, any provision of the insurance code.

## 2. Nonrenewal

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

- A. Less than six months, **“we”** will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.
- B. Six 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.
- C. One year or longer, **“we”** will have the right not to renew or continue this policy at each anniversary of its original effective date.

## 3. Automatic Termination

- A. If **“we”** offer to renew or continue, and **“you”** or **“your”** representative reject the renewal offer or do not accept or pay the premium to renew the policy when due, 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.
- B. If **“you”** obtain other insurance on a **“covered auto”**, any similar insurance provided by this policy will terminate as to that **“auto”** on the effective date of the other insurance.
- C. If a **“covered auto”** is sold, assigned, gifted, or transferred to anyone other than a **“family member”**, the insurance **“we”** provide for that **“auto”** shall automatically terminate at the time it is sold, assigned, gifted, or transferred.

## 4. Other Termination Provisions

- A. **“We”** may deliver any notice instead of mailing it. Proof of mailing or delivery of any cancellation notice or nonrenewal notice by first class mail of the U.S. postal service shall be sufficient proof of notice.
- B. If **“you”** have consented to notices and communication from **“us”** to **“you”** being sent electronically via e-mail or by other electronic means in lieu of any other method, **“our”** transmittal of any notice or communication to **“you”** via e-mail or via other electronic means shall have the same force and effect as

if provided in writing and sent to “*you*” via U.S. Mail with proof of mailing. This provision does not apply to any notice of cancellation, nonrenewal or renewal with altered terms. Any person who agrees to conduct a transaction by electronic means may refuse to conduct other transactions by electronic means.

- C. If this policy is cancelled, “*we*” will send “*you*” any premium refund due to “*you*” within a reasonable period of time. “*Our*” making of a refund is not a condition of cancellation.
- D. The effective date of cancellation stated in a notice shall become the end of the policy period.

## **PAYMENT OF PREMIUM**

- 1. If “*your*” initial premium payment for the first policy period is by e-check, draft, credit card, or any remittance other than cash, coverage under this policy is conditioned upon that e-check, draft, credit card, or remittance being honored by the bank or other financial institution when it is presented for payment. If the e-check, draft, credit card, or remittance is not honored, “*we*” may deem this policy void from its inception, as if it was never issued. This means that “*we*” will not be liable under this policy for any claims or damages that would otherwise have been covered if that e-check, draft, credit card, or remittance had been honored when presented by “*us*” for payment.
- 2. “*We*” do not waive any of “*our*” rights if “*we*” process a deposit after the due date so that “*we*” may issue a refund to “*you*” when the policy is cancelled.
- 3. If a premium payment made by e-check draft, credit card, or any remittance other than cash, is subsequently not honored or a chargeback is processed, thereby depriving “*us*” of any premium from policy inception, “*we*” may deem this policy void from its inception, as if it was never issued. This means that “*we*” will not be liable under this policy for any claims or damages that would otherwise have been covered if that e-check, draft, credit card, or remittance had been honored and not subjected to a chargeback or reversal when presented by “*us*” for payment or any time thereafter.

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

- 1. “*Your*” rights and duties under this policy may not be assigned without “*our*” written consent. However, if a named insured shown in the Declarations page dies, coverage will be provided for:
  - A. The surviving spouse if a resident in the same “*household*” at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations page; and
  - B. The legal representative of the deceased person as if a named insured shown in the Declarations page. This applies only with respect to the representative’s legal responsibility to maintain or use a “*covered auto*”.
- 2. Coverage will only be provided until the end of the policy period.

## **CONFORMITY WITH STATUTE**

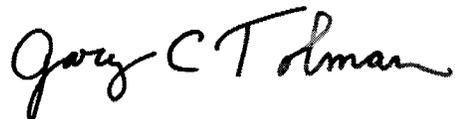
Any provision of this policy that conflicts with a statute of the state of Nevada shall be amended to conform to such law. Any dispute as to the coverage provided or the provisions of this policy shall be governed by the laws of Nevada.

## **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.

**OFFICER'S SIGNATURE**

A handwritten signature in black ink that reads "Gary C Tolman". The signature is written in a cursive style with a large, prominent "G" and "T".

Gary C. Tolman  
President