

SPECIAL VALUE ◦ MOTOR VEHICLE ◦ NEVADA

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SPECIAL VALUE ◦ MOTOR VEHICLE ◦ NEVADA

DEFINITIONS

In this "**MOTOR VEHICLE**" Segment, certain words and phrases are italicized, which identifies them as having specific meaning for this "**MOTOR VEHICLE**" Segment. The meaning of each italicized word or phrase is provided in the **Definitions** below.

1. **Accident** means an event that unexpectedly, unintentionally, and instantly causes ***bodily injury*** or ***property damage*** during the policy period.
2. **Automobile** means:
 - a. A private passenger car; or
 - b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight of 10,000 lbs or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your ***business*** of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

The term ***automobile*** does not include a motor home.

3. **Bodily Injury** means bodily harm, sickness or disease, including death resulting therefrom. ***Bodily Injury*** does not include any communicable disease, such as:
 - a. Any venereal disease;
 - b. Herpes;
 - c. Acquired Immune Deficiency Syndrome (AIDS);
 - d. AIDS Related Complex (ARC);
 - e. Human Immunodeficiency Virus (HIV);or any resulting or related symptom, effect, condition, disease or illness.

4. **Business** includes trade, profession or occupation.
5. **Collision** means the upset or contact of a covered ***motor vehicle*** or ***non-owned automobile*** with another ***motor vehicle*** or object.

If breakage of glass is caused by a ***collision***, the ***covered person*** may elect to have it considered a loss caused by ***collision***.

6. **Comprehensive** means loss caused by other than ***collision***, to a covered ***motor vehicle*** or ***non-owned automobile***.

For example, loss caused by the following is considered ***comprehensive***:

- 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.

7. **Covered Person(s)**:

- a. Under **Personal Liability - Motor Vehicle** means:

- (1) You or any ***family member*** for the ownership, maintenance or use of any covered ***motor vehicle***.
- (2) Any other person ***occupying*** or using any covered ***motor vehicle*** with permission from you or a ***family member***.
- (3) With respect to a covered ***motor vehicle*** that you own or that is shown on the Coverage Summary, any person or

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organization legally responsible but only for acts or omissions of any person included in **7.a.(1)** above.

- (4) With respect to a covered **motor vehicle**, other than one described in **7.a.(3)** above, any person or organization legally responsible but only for acts or omissions of any person included in **7.a.(1)** above. This provision applies only if the person or organization does not own or hire the **motor vehicle**.

b. Under Medical Expense - Motor Vehicle means:

- (1) You or a **family member**:

- (a) While **occupying**;
(b) As a pedestrian when struck by;
a **motor vehicle**.

- (2) Any other person while **occupying**:

- (a) A **motor vehicle** shown in the Coverage Summary or any trailer that you own;
(b) An additional **motor vehicle** when you ask us to insure it within the 30 day period after you become the owner and coverage has been agreed to by us;
(c) A **motor vehicle** that replaces one shown in the Coverage Summary when you ask us to insure it within the 30 day period after you become the owner and coverage has been agreed to by us; or
(d) Any **motor vehicle** used as a temporary substitute for a covered **motor vehicle** of the same type shown on the Coverage Summary which is out of normal use because of its:
(i) Breakdown;
(ii) Repair;
(iii) Servicing;

(iv) Loss; or

(v) Destruction.

8. **Custom** means features and equipment not installed by the manufacturer of the **motor vehicle** at the time of the original sale. This includes but is not limited to:

- a. Special carpeting and insulation, furniture or bars;
b. Facilities for cooking and sleeping;
c. Height-extending roofs;
d. **Custom** murals, paintings or other decals or graphics; and
e. Altered suspension.

Custom does not include electronic equipment that reproduces, receives or transmits audio, visual or data signals.

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

For the purposes of this definition, to be considered a resident of your household when evaluating coverage for a loss a person must have been actually residing in your household on the date the loss occurred. However, your:

- a. Son;
b. Daughter;
c. Ward; or
d. Foster child;

in the United States military or away at school will be considered a resident of your household unless he or she has demonstrated an intent to reside elsewhere permanently.

10. **Medical Expenses** means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.

11. **Motor Vehicle** means:

- a. An **automobile**.

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- b. Any other motorized land **motor vehicle** designed for travel on public roads and subject to private passenger **motor vehicle** registration.
- c. A trailer type vehicle designed to be pulled by a private passenger **motor vehicle**. This includes a farm wagon or farm implement while towed by a **motor vehicle** classified in a. or b. above.
- d. A motorized golf cart, snowmobile or other motorized land **motor vehicle** owned by you or any **covered person** and designed for recreational use off public roads.
- e. Any **motor vehicle** while being towed by or carried on a **motor vehicle** included in 11.a., 11.b., 11.c. or 11.d.

12. Non-owned automobile means:

- a. Any **automobile** or trailer not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member**;
- b. Any **motor vehicle** used as a temporary substitute for a covered **motor vehicle** of the same type shown on the Coverage Summary which is out of normal use because of its:
 - (1) breakdown;
 - (2) repair;
 - (3) servicing;
 - (4) loss; or
 - (5) destruction.

13. **Occupying** means in, upon, or getting in, out, on or off.

14. **Property Damage** means physical injury to or destruction of property including loss of use of the property.

15. **Theft** refers to property which has been stolen, attempted **theft** and the loss of property from a known location where it is likely that the property has been stolen.

PERSONAL LIABILITY - MOTOR VEHICLE INSURING AGREEMENT

If a claim or suit is brought against you or any **covered person** for:

1. **Bodily Injury**; or
2. **Property Damage**;

caused by a **motor vehicle accident**, we will pay, except as excluded by the provisions listed in the **Personal Liability - Losses We Do Not Cover**, on your behalf:

1. Damages for which you or any **covered person** are legally liable;
2. Damages including prejudgment interest awarded against you or any **covered person**;

up to our limit of liability.

LIMIT OF LIABILITY

1. **PERSONAL LIABILITY - THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "BODILY INJURY PER PERSON" IS OUR TOTAL LIMIT OF LIABILITY FOR DAMAGES BECAUSE OF BODILY INJURY SUSTAINED BY ANY ONE PERSON IN ANY ONE MOTOR VEHICLE ACCIDENT, INCLUDING DAMAGES SUSTAINED BY ANYONE ELSE AS A RESULT OF THAT BODILY INJURY.**

SUBJECT TO THIS LIMIT FOR EACH PERSON, THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "BODILY INJURY PER ACCIDENT" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL DAMAGES FOR BODILY INJURY SUSTAINED BY TWO OR MORE PERSONS IN ANY ONE MOTOR VEHICLE ACCIDENT.

THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "PROPERTY DAMAGE PER ACCIDENT" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL PROPERTY DAMAGE RESULTING FROM ANY ONE MOTOR VEHICLE ACCIDENT.

THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

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- a. **COVERED PERSONS;**
- b. **CLAIMS OR SUITS MADE;**
- c. **MOTOR VEHICLES INVOLVED IN AN ACCIDENT OR SHOWN IN THE COVERAGE SUMMARY;**
- d. **PERSONS WHO SUSTAIN INJURY OR DAMAGE.**
- e. **MOTOR VEHICLES INSURED BY THIS OR ANY OTHER POLICY ISSUED BY US OR OTHERS; OR**
- f. **PREMIUMS PAID FOR THIS COVERAGE.**

2. **MOTORCYCLE GUEST PASSENGER LIABILITY THIS LIMIT OF LIABILITY WILL APPLY FOR ANY PERSON OCCUPYING, AS A PASSENGER, A COVERED MOTORCYCLE.**

THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR EACH PERSON FOR "MOTORCYCLE GUEST PASSENGER LIABILITY, PER PERSON" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL DAMAGES BECAUSE OF **BODILY INJURY** SUSTAINED BY ANY ONE PERSON IN ANY ONE **MOTOR VEHICLE ACCIDENT**, INCLUDING DAMAGES SUSTAINED BY ANYONE ELSE AS A RESULT OF THAT **BODILY INJURY**.

SUBJECT TO THIS LIMIT FOR EACH PERSON, THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "MOTORCYCLE GUEST PASSENGER LIABILITY, PER ACCIDENT" IS OUR TOTAL LIMIT OF LIABILITY FOR ALL DAMAGES FOR **BODILY INJURY** SUSTAINED BY TWO OR MORE PERSONS IN ANY ONE **MOTOR VEHICLE ACCIDENT**.

THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- a. **COVERED PERSONS;**
- b. **CLAIMS OR SUITS MADE;**
- c. **MOTOR VEHICLES INVOLVED IN AN ACCIDENT OR SHOWN IN THE COVERAGE SUMMARY;**

- d. **PERSONS WHO SUSTAIN INJURY OR DAMAGE;**
- e. **MOTOR VEHICLES INSURED BY THIS OR ANY OTHER POLICY ISSUED BY US; OR**
- f. **PREMIUMS PAID FOR THIS COVERAGE.**

We will defend or settle any claim or suit as we decide is appropriate even if the claim or suit is groundless, false or fraudulent. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this "**MOTOR VEHICLE**" Segment.

No one will be entitled to receive payment for the same elements of loss under this coverage and:

- 1. Medical Expense Coverage; or
- 2. Uninsured/Underinsured Motorists Coverage;
- 3. provided by this policy.

OTHER PAYMENTS WE MAKE

In addition to the limit of liability shown in the Coverage Summary, we pay on behalf of the **covered person**:

- 1. Up to \$250 for the cost of bail bonds required because of an **accident**, including related traffic law violations. The **accident** must result in a **bodily injury** or **property damage** loss which is covered under this "**MOTOR VEHICLE**" Segment.
- 2. The expenses described below for a claim or suit we are obligated to defend:
 - a. Defense costs incurred at our discretion;
 - b. Premiums on appeal bonds and bonds to release attachments in any suit we defend; we have no obligation to secure or provide bonds;
 - c. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request;
 - d. Other reasonable expenses (other than loss of earnings) incurred at our request;

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- e. Expenses incurred by us and costs taxed against any **covered person** in any suit we defend.
 - f. For first aid administered to others at the scene of a **motor vehicle accident**.
3. Interest accruing after a judgment is entered and before the loss is paid in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

We are not obligated to defend suits brought against a **covered person** in any country where we are prevented from defending because of laws or other reasons. However, we will pay any expense incurred with our written consent for the **covered person's** defense.

Our obligation to pay the above costs ends when our limit of liability has been exhausted.

LOSSES WE DO NOT COVER

We do not provide **Personal Liability - Motor Vehicle** coverage for:

1. **Bodily injury** or **property damage** involving intentional acts or omissions of or at the direction of one or more **covered persons**, if the loss that occurs:
- a. May reasonably be expected to result from such acts; or
 - b. Is the intended result of such acts.
2. Use of a **motor vehicle** without a reasonable belief that the **covered person** is entitled to do so.
3. Any **covered person** for **property damage** to property owned or being transported by any **covered person**.
4. **Property damage** to property:
- a. Rented to;
 - b. Used by; or
 - c. In the care of;
- any **covered person**.

This exclusion does not apply to **property damage** to a residence or private garage.

5. Liability arising out of the ownership or operation of a **motor vehicle** while it is being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
6. Any **covered person** while employed or otherwise engaged in the **business** of:

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

motor vehicles designed for use mainly on public highways. This includes testing and delivery. This exclusion does not apply to the ownership, maintenance or use of a covered **motor vehicle** by:

- a. You;
 - b. Any **family member**; or
 - c. Any partner, agent or employee of you or any **family member**.
7. The maintenance or use of any **motor vehicle** while a **covered person** is employed or otherwise engaged in any **business** (other than farming or ranching) not described in exclusion 6. This exclusion (7.) does not apply to the maintenance or use of an:
- a. **Automobile**; or
 - b. Trailer used with an **motor vehicle** described in 7.a. above.
8. **Bodily injury** to you or any **family member**. This exclusion also applies to any claim made or suit brought against any **covered person**:
- a. To repay; or
 - b. Share damages with;
- another person who may be obligated to pay damages because of **bodily injury** to a **covered person**.

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9. The ownership, maintenance or use of any **motor vehicle** other than:

- a. A **motor vehicle** shown in the Coverage Summary or any trailer that you own.
- b. An additional **motor vehicle** when you ask us to insure it within the 30 day period after you become the owner and coverage has been agreed to by us.

If there is loss to an additional **motor vehicle** we will provide the broadest coverage applicable to any **motor vehicle** shown in the Coverage Summary.

- c. A **motor vehicle** that replaces one shown in the Coverage Summary.

The replacement **motor vehicle** will have the same coverage as the **motor vehicle** it replaced.

- d. Any **motor vehicle** used as a temporary substitute for a covered **motor vehicle** of the same type shown on the Coverage Summary which is out of its normal use because of its:

- (1) Breakdown;
- (2) Repair;
- (3) Servicing;
- (4) Loss; or
- (5) Destruction.

- e. **ONLY FOR YOU OR A FAMILY MEMBER, ANY AUTOMOBILE OR TRAILER NOT OWNED BY OR FURNISHED OR AVAILABLE FOR THE REGULAR USE OF YOU OR ANY FAMILY MEMBER.**

- f. **A MOTOR VEHICLE YOU MAINTAIN OR USE WHICH IS:**

- (1) **OWNED BY A FAMILY MEMBER AND NOT SHOWN IN THE COVERAGE SUMMARY; OR**
- (2) **FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY FAMILY MEMBER.**

10. The liability of:

- a. Any **covered person(s)**; or
- b. Anyone while maintaining or using **motor vehicle(s)**;

excluded from coverage by endorsements attached to this policy.

11. **Bodily injury** or **property damage** arising out of the participation in any prearranged, organized or spontaneous:

- a. Racing contest;
- b. Speed contest;
- c. Demolition contest;
- d. Stunt contest;
- e. Use of a **motor vehicle** at a track or course designed or used for racing or high performance driving; or in practice or preparation for any contest of this type.

12. **Bodily injury** or **property damage** for which any **covered person**:

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

A nuclear energy liability policy is one issued by:

- a. American Nuclear Insurers;
 - b. Mutual Atomic Energy Liability Underwriters;
 - c. Nuclear Insurance Association of Canada;
- or any of their successors.

13. Liability from or as a consequence of the following, whether controlled or uncontrolled or however caused:

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

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14. Punitive or exemplary damages or the cost of defense related to such damages.
15. Loss resulting from criminal acts or omissions of or at the direction of one or more **covered persons**. This exclusion applies even if:
 - a. Such **covered person** lacks the mental capacity to govern his or her conduct;
 - b. Such **covered person** is not actually charged with or convicted of a crime.

However, this exclusion does not apply to a criminal act or omission that is a violation of a traffic law or **motor vehicle** law.

SUIT AGAINST US

No **covered person** may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Personal Liability - Motor Vehicles**, unless there is full compliance with all policy terms and such action is commenced no later than the last of the following to occur:

1. Two years after the date of the **accident**;
2. One year after entry of final judgment or other court order terminating a lawsuit against the **covered person** to determine the **covered person's** liability or the amount of the **covered person's** liability arising out of the **accident**; or
3. One year after we agree to a settlement; or
4. If we have denied coverage and the **covered person** has thereafter settled with the claimant without any lawsuit being filed to determine the **covered person's** liability or the amount of the **covered person's** liability arising out of the **accident**, within one year after the denial of coverage.

If the **covered person** is subjected to claims arising out of the same **accident** by more than one person claiming **bodily injury** or **property damage**, the time for the **covered person** to bring an action against us shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the **covered person**.

If liability has been determined by judgment after trial, or by written agreement among the **covered person**,

the other person, and us, then whoever obtains this judgment or agreement against a **covered person** may sue us up to the limits of this policy. However, no one has the right to join us in a suit to determine legal responsibility of a **covered person**.

MEDICAL EXPENSE - MOTOR VEHICLE

INSURING AGREEMENT

We will pay **medical expenses** incurred or medically ascertained within one year from the date of the **accident** except as excluded by the provisions listed in the **Medical Expense - Losses We Do Not Cover**. **Medical Expense - Motor Vehicles** applies to **bodily injury** caused by a **motor vehicle accident** and sustained by a **covered person**.

LIMIT OF LIABILITY

1. **THE LIMIT OF LIABILITY SHOWN IN THE COVERAGE SUMMARY FOR "MEDICAL EXPENSE" IS OUR MAXIMUM LIMIT OF LIABILITY FOR EACH PERSON INJURED IN ANY ONE ACCIDENT. THIS IS THE MOST WE PAY REGARDLESS OF THE NUMBER OF:**
 - a. **COVERED PERSONS;**
 - b. **CLAIMS OR SUITS MADE;**
 - c. **MOTOR VEHICLES INVOLVED IN AN ACCIDENT OR SHOWN IN THE COVERAGE SUMMARY;**
 - d. **PERSONS WHO SUSTAIN INJURY OR DAMAGE.**
 - e. **MOTOR VEHICLES INSURED BY THIS OR ANY OTHER POLICY ISSUED BY US OR OTHERS.**
2. Within the provisions of **Medical Expense - Motor Vehicle**, we cover funeral service expenses, as follows. If an injured person dies as the result of a covered **motor vehicle accident**, we will pay the lesser of the following as a funeral service expenses benefit:
 - a. \$2,000;
 - b. The "Medical Expense" limit of liability stated on the Coverage Summary; or

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- c. The remaining portion of the "Medical Expense" limit of liability not expended for other covered **medical expenses**.

This funeral service expenses benefit does not increase, and will not be paid in addition to, the limits of liability stated on the Coverage Summary for "Medical Expense". This benefit is payable to the deceased injured person's spouse if a resident of the same household at the time of the **accident**. However, if the deceased is a minor, the benefit is payable to any parent who is a resident of the same household at the time of the **accident**. In all other cases, the benefit is payable to the deceased injured person's estate.

- 3. **Medical Expense** benefits, other than funeral service expenses benefits, will be reduced by:
 - a. Amounts payable under any workers' compensation law or similar law.
 - b. Amounts received from others, including their insurers, who may be legally responsible for the injuries. This reduction applies only to amounts that are a duplication of payment for the same loss.
 - c. Amounts of other similar, collectible **motor vehicle** medical insurance benefits available to the injured person.
- 4. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - a. **Personal Liability** coverage; or
 - b. **Uninsured/Underinsured Motorists** coverage;provided by this policy.

Unreasonable or Unnecessary Medical Expenses

If the **covered person** incurs **medical expenses** which are unreasonable or unnecessary, we may refuse to pay those **medical expenses** and contest them. Unreasonable **medical expenses** are fees for medical services which are substantially higher than the usual and customary charges for those services. Unnecessary **medical expenses** are fees for medical services which are not usually and customarily performed for treatment of the injury, including fees for

an excessive number, amount or duration of medical services.

If the **covered person** is sued by a medical services provider because we refuse to pay contested **medical expenses**, we will pay all defense costs and any resulting judgment against the **covered person**. We will choose the counsel. The **covered person** must cooperate with us in the defense of any claim or lawsuit. If we ask the **covered person** to attend hearings or trials, we will provide the coverage described in **2.c., Personal Liability - Motor Vehicle, Other Payments We Make**. We will also pay other reasonable expenses incurred at our request.

LOSSES WE DO NOT COVER

We do not provide **Medical Expense - Motor Vehicle Coverage** for **bodily injury**:

- 1. Involving intentional acts or omissions of or at the direction of one or more **covered persons**, if the loss that occurs:
 - a. May reasonably be expected to result from such acts; or
 - b. Is the intended result of such acts.
- 2. Sustained while using a **motor vehicle** without a reasonable belief that the **covered person** is entitled to do so.
- 3. Sustained while **occupying** a covered **motor vehicle** while it is being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
- 4. Sustained while **occupying** a **motor vehicle** when it is being used in the **business** of any **covered person**. This exclusion does not apply to the **bodily injury** sustained while **occupying** an:
 - a. **Automobile**; or
 - b. Trailer used with an **automobile**.
- 5. Arising out of the participation in any prearranged, organized or spontaneous:
 - a. Racing contest;
 - b. Speed contest;
 - c. Demolition contest;

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- d. Stunt contest;
- e. Use of a **motor vehicle** at a track or course designed or used for racing or high performance driving; or

in practice or preparation for any contest of this type.

- 6. Caused directly or indirectly by:
 - a. War, including undeclared war;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;
 - e. Warlike act by a military force or military personnel;
 - f. Destruction or seizure or use for a military purpose; or
 - g. Discharge of a nuclear weapon, even if accidental;including any consequence of any of these.
- 7. Sustained while **occupying** any **motor vehicle** located for use as a residence or premises.
- 8. **SUSTAINED WHILE OCCUPYING, OR WHEN STRUCK BY, ANY MOTOR VEHICLE (OTHER THAN A MOTOR VEHICLE COVERED UNDER PERSONAL LIABILITY MOTOR VEHICLE) WHICH IS:**
 - a. **OWNED BY YOU; OR**
 - b. **FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.**
- 9. **SUSTAINED WHILE OCCUPYING, OR WHEN STRUCK BY, ANY MOTOR VEHICLE (OTHER THAN A MOTOR VEHICLE COVERED UNDER PERSONAL LIABILITY MOTOR VEHICLE) WHICH IS:**
 - a. **OWNED BY ANY FAMILY MEMBER; OR**
 - b. **FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY FAMILY MEMBER.**

HOWEVER, THIS EXCLUSION (9.) DOES NOT APPLY TO YOU.

- 10. Resulting from or as a consequence of the following, whether controlled or uncontrolled or however caused:

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

- 11. Sustained by:

- a. Any **covered person**; or
- b. Anyone while **occupying** any **motor vehicle**; excluded from coverage by endorsements attached to this policy.

- 12. Resulting from criminal acts or omissions of or at the direction of one or more **covered persons**. This exclusion applies even if:

- a. Such **covered person** lacks the mental capacity to govern his or her conduct;
- b. Such **covered person** is not actually charged with or convicted of a crime.

However, this exclusion does not apply to a criminal act or omission that is a violation of a traffic law or **motor vehicle** law.

SUIT AGAINST US

No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Medical Expenses - Motor Vehicle**, unless there is full compliance with all policy terms and such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred by a **covered person**.

HOW WE SETTLE PERSONAL LIABILITY - MOTOR VEHICLE AND MEDICAL EXPENSE - MOTOR VEHICLE CLAIMS AND WHAT YOU MUST DO

1. Your Duties After Loss.

After an **accident**, you and any other **covered person** under this policy must make sure that all of the following are done. We have no duty to provide coverage under this policy unless there has been full compliance with these duties:

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- a. Give us or our agent as soon as possible:
 - (1) All information you know on the time, place and circumstances of the **accident**, and in the case of a crime also tell the police.
 - (2) Identity of claimants, witnesses and **covered persons**.
- b. Forward to us all written material you receive regarding the **accident**;
- c. At our request, assist us in:
 - (1) Making settlement;
 - (2) Conducting suits and attending hearings or trials;
 - (3) Securing and giving evidence;
 - (4) Enforcing any right of contribution or indemnity against any person or organization who may be liable to a **covered person**;
- d. You or any other **covered person** shall not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expense other than first aid to others.
- e. Cooperate with us in the investigation, settlement or defense of any claim or suit.

2. Duties of an Injured Person.

The injured person shall:

- a. Give us written proof of claim;
- b. Authorize us to obtain medical information and other pertinent records;
- c. As often as we reasonably require:
 - (1) Submit to physical examination by a physician of our choice;
 - (2) Submit to examination under oath, while not in the presence of any other **covered person** and sign the same;
- d. Not construe payment of medical claims as an admission of liability.

PHYSICAL DAMAGE - MOTOR VEHICLE

INSURING AGREEMENT

1. We will pay for direct physical loss to the **motor vehicles** shown in the Coverage Summary, including their equipment, less any applicable deductible shown in the Coverage Summary. We will pay for loss caused by:
 - a. **Comprehensive** only if the Coverage Summary indicates that "Comprehensive" is provided for that **motor vehicle**; and
 - b. **Collision** only if the Coverage Summary indicates that "Collision" is provided for that **motor vehicle**.

If you incur damage to your windshield due to a covered **comprehensive** loss and you choose to repair your windshield rather than replace it, we will waive your **comprehensive** deductible.

2. We will cover additional **motor vehicles** for 30 days after you become the owner, provided all the other **motor vehicles** owned by you are covered by us, unless excluded by endorsement.

If there is a loss to an additional **motor vehicle** we will provide the broadest coverage applicable to any **motor vehicle** shown in the Coverage Summary.

For coverage beyond the 30 days you must have asked us to insure the **motor vehicle** and we must have agreed to provide coverage.

3. We will cover **non-owned automobiles**. If there is a loss to a **non-owned automobile** we will provide the broadest coverage applicable to any **motor vehicle** shown in the Coverage Summary. However, the most we will pay for loss to a **non-owned automobile** which is a trailer, is \$500.
4. We will cover **motor vehicles** that replace one shown in the Coverage Summary. The replacement **motor vehicle** will have the same coverage as the **motor vehicle** it replaced. However, if:
 - a. You wish to add or continue **collision** or **comprehensive** coverage for the replacement **motor vehicle**; or

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- b. The replacement **motor vehicle** is a pickup or van used in any **business**, other than farming or ranching; then

you must have asked us to insure it within 30 days after you become the owner and we must have agreed to provide coverage.

If loss to more than one covered **motor vehicle** or **non-owned automobile** results from the same covered loss, only the highest applicable deductible will apply.

LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of:

1. The actual cash value of the property or damaged part of the property at the time of loss, which may include a deduction for depreciation; or
2. The cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the **motor vehicle's** manufacturer, or parts from other sources, including, but not limited to, non-original equipment manufacturers, subject to applicable state laws and regulations.

Any applicable deductible amount is then subtracted.

If we, at our option, elect to pay for the cost to repair or replace the property or part, our liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement.

If we, at our option, elect to pay for the cost to repair or replace the property or part, we may make betterment deductions attributable to the poorer condition of, or prior damage to, the covered **motor vehicle**. We may also deduct for betterment if the deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the **motor vehicle** considering its age.

PHYSICAL DAMAGE LOSSES WE DO NOT COVER

We will not pay for:

1. Damage due and confined to:
 - a. Freezing;
 - b. Wear and tear;
 - c. Electrical or mechanical breakdown or failure; or
 - d. Road damage to tires.

This exclusion (1.) does not apply if the damage results from the total **theft** of a covered **motor vehicle** or any **non-owned automobile**.

2. Loss or damage due to neglect, meaning neglect of you or a **family member** to use all reasonable means to save and preserve property at and after the time of a loss.
3. Loss to any **non-owned automobile** when used by you or a **family member** without a reasonable belief that the person is entitled to do so.
4. Loss to any **non-owned automobile** being maintained or used by any person while employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

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

5. Loss to any **non-owned automobile** being maintained or used by any person while employed or otherwise engaged in any **business** not described in exclusion 4. This exclusion (5.) does not apply to the maintenance or use by you or a **family member** of a **non-owned automobile** which is a private passenger **automobile** or trailer.
6. Loss to a covered **motor vehicle** or any **non-owned automobile** which occurs while it is

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being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.

7. A total loss to a covered **motor vehicle** or a **non-owned automobile** due to destruction or confiscation by governmental or civil authorities.

This exclusion (7.) does not apply to the interest of lienholders in a covered **motor vehicle**.

8. Loss or damage to any **custom** furnishings or equipment in or upon any **motor vehicle**, shown in the Coverage Summary, unless the Coverage Summary indicates that "Customization" is provided for that **motor vehicle**.

9. Loss to:

- a. Any electronic equipment that reproduces, receives or transmits audio, visual or data signals, and any accessories used with such equipment. This includes, but is not limited to:

- (1) Radios and stereos;
- (2) Tape decks;
- (3) Compact disc systems;
- (4) Navigation systems;
- (5) Internet access systems;
- (6) Personal computers;
- (7) Video entertainment systems;
- (8) Telephones;
- (9) Televisions;
- (10) Two-way mobile radio;
- (11) Scanners; or
- (12) Citizens band radios.

This exclusion (9.a.) does not apply to direct physical loss caused by a covered **collision** or covered **comprehensive** loss to:

- (1) Electronic equipment that was permanently installed by the original manufacturer of the **motor vehicle** and in the opening normally used by the

manufacturer for the installation of that equipment; and

- (1) Any accessories that came with the original electronic equipment.

- b. Tapes, records, discs or other media.

10. Loss to equipment designed or used for the detection or location of law enforcement devices for monitoring speed.

11. Loss arising out of the participation in any prearranged, organized or spontaneous:

- a. Racing contest;
- b. Speed contest
- c. Demolition contest;
- d. Stunt contest;
- e. Use of a **motor vehicle** at a track or course designed or used for racing or high performance driving; or in practice or preparation for any contest of this type.

12. Loss caused directly or indirectly by:

- a. War, including undeclared war;
- b. Civil war;
- c. Insurrection;
- d. Rebellion or revolution;
- e. Warlike act by a military force or military personnel;
- f. Destruction or seizure or use for a military purpose;
- g. Discharge of a nuclear weapon, even if accidental; or
- h. Radioactive contamination;

including any consequence of any of these.

13. Loss involving intentional acts or omissions of or at the direction of one or more **family members**, if the loss that occurs:

- a. May reasonably be expected to result from such acts; or
- b. Is the intended result of such acts.

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14. Loss to, or loss of use of, a *non-owned automobile* rented by:

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

If the *motor vehicle* rental 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 resulting from criminal acts or omissions of or at the direction of one or more *family members*. This exclusion applies even if:

- a. Such *family member* lacks the mental capacity to govern his or her conduct;
- b. Such *family member* is not actually charged with or convicted of a crime.

However, this exclusion does not apply to a criminal act or omission that is a violation of a traffic law or *motor vehicle* law.

HOW WE SETTLE PHYSICAL DAMAGE CLAIMS AND WHAT YOU MUST DO

1. How We Pay Claims.

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

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 upon or appraised value.

2. Appraisal.

If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event each party will select a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where you live. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its own appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

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

3. Your Duties After Loss.

You agree to see that the following things are done after a loss. We have no duty to provide coverage under this policy unless there has been full compliance with these duties:

- a. Give prompt notice to us or our agent.
- b. Notify the police in case of loss by *theft*.
- c. Protect the *motor vehicles* and their equipment from further damage. We will pay reasonable expenses incurred to do this.
- d. As often as we reasonably require:
 - (1) Permit us to inspect and appraise the damaged property before its repair or disposal;
 - (2) Provide us with records and documents we request and permit us to make copies; and
 - (3) Submit to examination under oath, while not in the presence of any other *covered person* and sign the same.
- e. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) The time and cause of loss;
 - (2) The interest of you, *family members* and all others in the property involved and all loss payees on the *motor vehicle*;
 - (3) Other insurance which may cover the loss;
 - (4) Specifications of damaged property and detailed repair estimates;
- f. A person seeking any coverage must cooperate with us in the investigation, settlement or defense of any claim or suit.

4. Who We Pay.

We pay you unless another party is named in the policy or is legally entitled to receive payment.

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5. No Benefit To Bailee.

There is no coverage for anyone holding, storing or transporting property for a fee regardless of any other coverage afforded by this policy.

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

6. Suit Against Us.

No action can be brought against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Physical Damage - Motor Vehicle** unless there is full compliance with all policy terms and such action is commenced within one year after the date of loss.

7. Abandonment Of Property.

We need not accept any property abandoned by a **covered person**.

8. Authorization to Move Salvage.

You agree that we have your authorization to move salvage after a loss.

GENERAL PROVISIONS - MOTOR VEHICLE

1. The "**GENERAL PROVISIONS**" is amended as follows:

3. TERMINATION

Cancellation.

- a. You may cancel this policy at any time by returning it to us, or you may cancel the whole policy or any Segment by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel for the reasons and with the number of days notice stated below by letting you know in writing of the date. This cancellation may be delivered to you, or mailed to you by first class mail or certified mail at the address last known by us. Proof of mailing will be sufficient proof of notice.

- c. We may cancel:

- (1) If you do not pay the premium, at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy or Segment has been in effect for 60 days or less and is not a renewal with us, for any reason by letting you know at least 10 days before the date cancellation takes effect.
- (3) When this policy or Segment has been in effect for more than 60 days or at any time if it is a renewal with us:

- (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

- (b) If the risk has changed substantially since the policy was issued;

- (c) For a "**MOTOR VEHICLE**" Segment If your driver's license or that of:

- (i) Any driver who lives with you; or

- (ii) Any driver who customarily uses your covered **motor vehicle**;

has been suspended or revoked. This must have occurred during the policy period.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

Nonrenewal.

- a. We may elect not to renew this Segment. We may do so by delivering to you, or mailing by first class mail or certified mail to you at the address last known by us, written notice at least 30 days before the expiration date of this policy.

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b. Proof of mailing will be sufficient proof of notice.

c. If the policy period is:

(1) Less than 6 months, we will have the right not to renew or continue this policy every six months after its original effective date.

(2) 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination.

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

If you obtain other insurance, any similar insurance provided by this policy will terminate on the effective date of the other insurance.

Other Termination Provisions.

a. If this policy is canceled, you may be entitled to a premium refund. If so, we will send the refund to you or your agent. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.

b. The effective date of cancellation stated in the notice shall become the end of the policy period for this policy or the indicated Segment(s).

OTHER INSURANCE - The following exceptions are added:

If there is other applicable liability insurance:

1. Any insurance we provide for a **motor vehicle** you do not own shall be excess over any other collectible insurance except as indicated in Provisions 2. and 3. below.

2. Any insurance we provide for a **motor vehicle** you do not own will be primary insurance if the **motor vehicle** is insured under a policy affording coverage to a named insured engaged in the **business** of:

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

motor vehicles. This applies only if a **covered person**:

- a. Is operating the **motor vehicle**; and
- b. Is neither the person engaged in such **business** nor that person's employee or agent.

3. If the **motor vehicle** you do not own is a rental private passenger **automobile**, the following priorities of recovery apply:

- a. First priority: Any source of recovery purchased as an option from the owner of the rental private passenger **automobile**.
- b. Second priority: Any policy affording Liability Coverage to the "insured" as a named insured or "**family member**".
- c. Third priority: Any policy affording Liability Coverage to the owner of the rental private passenger **automobile**.

4. Any insurance we provide for a **motor vehicle** you own shall be excess to that of a person engaged in the **business** of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Delivering;

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- e. Testing;
- f. Road testing;
- g. Parking; or
- h. Storing;

motor vehicles, if the **accident** occurs while the **motor vehicle** is being operated by that person or that person's employee or agent.

TERRITORY - The following exception is added:

Exception:

The **Motor Vehicle** policy applies to losses to the covered **motor vehicle**, covered **accidents**, and occurrences within the United States of America, its territories or possessions, Canada, or between their ports.

Insurance Coverage In Mexico

Prior to entering and driving in Mexico, you must check with the appropriate Mexican authorities regarding insurance requirements.

Automobile accidents in Mexico are subject to the laws of Mexico, NOT the United States of America. In Mexico, an **accident** can be considered a CRIMINAL OFFENSE as well as a civil matter.

In some cases, part or all of this policy may NOT be recognized by Mexican authorities and we may not be allowed to provide any insurance coverage at all in Mexico. For your protection, you should consider purchasing coverage for your **automobile** from a licensed Mexican insurance company before driving in Mexico.

However, when possible, protection will be afforded for those coverages for which a premium is shown on the Coverage Summary for a covered **automobile** while that covered **automobile** is within 75 miles of the United States border and only for a period not to exceed ten days after each separate entry into Mexico.

If loss or damage occurs which may require repair of a covered **automobile** or replacement of any parts(s) while the covered **automobile** is in Mexico, the basis for adjustment of the claim will be as follows: Any amount payable resulting from

any covered loss or damage occurring in Mexico shall be payable in the United States. We will not be liable for more than the cost of having the repairs made or parts replaced at the nearest point in the United States where repairs or replacements can be performed. The costs for towing, transportation, and salvage operations of a covered **automobile** while within Mexico are not covered under this policy.

2. The following provisions are added to the "**GENERAL PROVISIONS**":

a. LOSS PAYABLE CLAUSE.

If a Lienholder and/or Leaseholder is shown on the Coverage Summary, we may pay loss or damage under this policy to you and the Lienholder and/or Leaseholder as its interest may appear, except:

- (1) Where fraud, material misrepresentation, material omission, or intentional damage has been committed by or at the direction of you.
- (2) When the **motor vehicle(s)** is intentionally damaged, destroyed or concealed by or at the direction of you or any owner.
- (3) When you or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any **accident** or loss for which coverage is sought.

The Lienholder and/or Leaseholder must notify us of any change in ownership or hazard that is known.

If you or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Leaseholder must do so within sixty days in the form and manner described in the policy. The Lienholder and/or Leaseholder are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

We may cancel this policy according to its terms. We will notify the Lienholder and/or Leaseholder at least ten days prior to the date of cancellation that the cancellation is

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effective as to the interest of the Lienholder and/or Leaseholder.

Whenever we pay the Lienholder and/or Leaseholder any sum for loss or damage under this policy, we will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, these subrogation provisions must in no way impair the rights of the Lienholder and/or Leaseholder to recover the full amount of its claim from the insured.

The Lienholder and/or Leaseholder has no greater rights under the provisions of the policy than the insured.

b. THE LAW.

If anything in this policy conflicts with state or local laws, we agree to honor any claim or suit in conformity with the law.

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

- (1) If a state or province has a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses a **motor vehicle** in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- (2) If a state or province has a financial responsibility or similar law specifying limit(s) of liability for **bodily injury** or **property damage** higher than the limit(s) shown in the Coverage Summary, your policy will provide the higher specified limit(s).

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

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

c. SUBROGATION.

If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another,

we shall be subrogated to that right. That person shall do:

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

However, our rights in this paragraph do not apply:

- (1) Under **Physical Damage Motor Vehicle** against any person using a covered **motor vehicle** with a reasonable belief that that person is entitled to do so; and
- (2) Under the definition of **Underinsured Motor Vehicle** in the **Uninsured/Underinsured Motorists Coverage** Endorsement.

With respect to any **motor vehicle** to which this policy applies, any person that we make payment to under this policy that recovers damages from another shall:

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

This provision does not apply to **Medical Expense - Motor Vehicle**.

d. CHANGES DURING THE POLICY PERIOD.

For all policy changes during the policy term, you must notify us within 30 days of the change. All premium adjustments as a result of the policy change will be made effective on the date of change. Changes made during the last 30 days of the policy term will not be reflected in the current term, however, these changes must be reported to us in order for coverage to be provided.

If there is a change to the information used to develop the premium for this policy, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:

- (1) The number, type or use classification of insured **motor vehicles**;

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- (2) Operators using insured **motor vehicles**;
- (3) The place of principal garaging of insured **motor vehicles**; or
- (4) Coverage, deductible or limits.

If a change requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

e. TWO OR MORE MOTOR VEHICLE POLICIES

IF THIS POLICY AND ANY OTHER MOTOR VEHICLE POLICY ISSUED TO YOU BY US APPLY TO THE SAME ACCIDENT, THE MAXIMUM LIMIT OF OUR LIABILITY UNDER ALL THE POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE LIMIT OF LIABILITY UNDER ANY ONE POLICY.

THIS IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- 1. **COVERED PERSONS;**
- 2. **CLAIMS MADE;**
- 3. **MOTOR VEHICLES OR PREMIUMS SHOWN IN THE COVERAGE SUMMARY; OR**
- 4. **MOTOR VEHICLES INVOLVED IN THE ACCIDENT.**

f. CONDITIONAL REINSTATEMENT

If we mail a cancellation notice because you didn't pay the required premium when due and you then tender payment by check, draft, or other remittance which is not honored upon presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that we will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

g. SUIT AGAINST US

No one may bring an action against us unless:

- (1) There is full compliance with all policy terms; and
- (2) The action is commenced within one year of the date the cause of action accrues. However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Coverage Summary, such action must be commenced within the time period specified in the **Suit Against Us** provision of that particular coverage. If a particular coverage does not contain a **Suit Against Us** provision, any action brought against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under that particular coverage, must be brought in accordance with state law.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

h. ARBITRATION

Any claim or dispute in any way related to this policy, by a **covered person** under this policy against us or us against a **covered person** under this policy, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- (1) No arbitrator shall have the authority to award punitive damages or attorney's fees;
- (2) Neither of the parties shall be entitled to arbitrate any claims or disputes in a

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representative capacity or as a member of a class; and

- (3) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

This provision shall not apply to claims or disputes to which the **Uninsured/Underinsured Motorist** coverage - Arbitration provision applies.

i. WHAT LAW WILL APPLY

This policy is issued in accordance with the laws of Nevada and covers property or risks principally located in Nevada. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Nevada.

If a covered loss to the **motor vehicle**, a covered **motor vehicle accident**, or any other occurrence for which coverage applies under this policy happens outside Nevada, claims or disputes regarding that covered loss to the **motor vehicle**, covered **motor vehicle accident**, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the **motor vehicle**, covered **motor vehicle accident**, or other covered occurrence happened, only if the

laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

j. WHERE LAWSUITS MAY BE BROUGHT

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Nevada. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Nevada, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to the **motor vehicle**, a covered **motor vehicle accident**, or any other occurrence for which coverage applies under this policy happens outside Nevada, lawsuits regarding that covered loss to the **motor vehicle**, covered **motor vehicle accident**, or other covered occurrence may also be brought in the judicial district where that covered loss to the **motor vehicle**, covered **motor vehicle accident**, or other covered occurrence happened.

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