



## ARIZONA PERSONAL CAR POLICY

P.O. Box 723128  
Atlanta, GA 31139

In the event of an accident please call:

1-888-580-8134

All other calls:

1-888-952-2902

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Please read **your** Personal Car Policy. It is a binding legal contract between **you** and **us**. The **Application** and **Declarations Page**, and any endorsements issued by **us**, are part of the contract formed by this policy. This policy describes which vehicles and **persons** have coverage, and which vehicles and **persons** do not have coverage. It includes language that excludes, restricts and limits coverage. It also describes the duty to give **us** notice of an **accident** or **loss**, and to notify **us** about changes in vehicles or drivers in **your household**.

**IMPORTANT:** Coverage may not apply under this policy for any **person** who does not comply with all:

1. Notice requirements;
2. Duties; and
3. Policy terms.

Anyone insured under this policy must comply with the policy requirements before coverage applies. Failure to comply will result in a claim or coverage denial if **our** rights or interests are prejudiced as a result of the breach of the policy terms or conditions.

The last day of any time period required by this policy to make a payment, perform a duty or give notice, may be any day of the year, including a Saturday, Sunday or public holiday. If the due date of a premium payment is on a Saturday, Sunday or legal public holiday, the payment will be deemed timely if sent on the next following business day.

## INSURING AGREEMENT

If **you** pay **your** premium when due (or during a **grace period** that may apply), **we** agree to insure **you**, subject to the terms of this policy, for the coverage shown on the **Declarations Page**, up to the limits of liability.

If **you** make **your** initial payment by check or any method other than cash, coverage under this policy is conditioned upon that initial payment being honored when first presented for payment to **your** bank or financial institution.

## DEFINITIONS

When shown in this policy in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. **“Accident”** means an unexpected and unintended event that causes **bodily injury, property damage** or **loss**, which arises out of the ownership, maintenance, or use of a motor vehicle designed for use on public roads.

2. **“Actual cash value”** means the fair market value of stolen or damaged property at the time and place of the **loss**. When determining fair market value:
  - a. The age, mileage and physical condition of the property will reduce its value; and
  - b. **Depreciation** and prior damage will reduce its value.
3. **“Application”** means the form(s) provided by **us** to collect the information upon which **we** rely to decide to issue this policy and determine the proper premium to charge for the risk to be insured. This includes any supplemental application and coverage election, selection and rejection forms provided by **us**, and requests for additional information.
4. **“Auto business”** means motor vehicle **business** operations, **including but not limited to:**
  - a. Selling;
  - b. Leasing;
  - c. Transporting;
  - d. Delivering;
  - e. Repairing;
  - f. Servicing;
  - g. Road testing;
  - h. Cleaning;
  - i. Parking;
  - j. Storing;
  - k. Renting; or
  - L. Towing;any motor vehicles.
5. **“Bodily injury”** means bodily harm to a **person** and sickness, disease or death that result from it.
6. **“Business”** means:
  - a. A job, trade, profession, or occupation, whether full-time or part-time; and
  - b. Any employment or commercial activity of any kind.
7. **“Car”** means a motorized passenger type vehicle that is a sedan, passenger van, sport utility vehicle or pick-up truck, of a kind required to be registered under the **state** motor vehicle laws for use on the public roads, that has at least four but no more than 6 wheels and has a gross vehicle weight rating of 10,000 pounds or less (as determined by the manufacturer). **“Car”** does not include any:
  - a. Motorcycle, dirt bike or all-terrain vehicle (ATVs);
  - b. Golf cart;
  - c. Tractor;
  - d. Farm machinery;
  - e. Step-van or vans with cabs separate from the cargo area;
  - f. Vehicles operated on rails or crawler treads;
  - g. Recreational vehicle; or
  - h. Vehicle of any type while used:
    - (1) As a residence or premises; or
    - (2) For office, store or display purposes.

8. **"Declarations Page"** means the document from **us** with respect to this policy, listing:
  - a. The types of coverage **you** have elected;
  - b. The limit for each coverage;
  - c. The cost for each coverage;
  - d. The listed **cars** covered by this policy;
  - e. The coverage **you** bought for each **car**; and
  - f. Other information that applies to this policy.
9. **"Delivery"** means to be engaged in the activity of transporting, delivering or picking up **persons**, property, products, materials or goods for compensation or a fee in the course of any **business**, including going to a pick-up and returning from a drop-off. **"Delivery" includes but is not limited to** delivery of magazines, newspapers, food, and any other products.
10. **"Depreciation"** means a decrease in the value of property as occurs:
  - a. Over a period of time in the marketplace;
  - b. Due to wear and tear; and
  - c. Due to obsolescence.
11. **"Driver's License"** means a valid and current certificate, permit or license issued by a **state** or governmental agency, authorizing a **person** to operate a motor vehicle.
12. **"Failure to pay premium"** means nonpayment of any premium, or other payment, when due or during a **grace period** that may apply. This includes the dishonor or rejection, or refusal to pay, by a financial institution of any noncash payment made to **us** or made for this policy.
13. **"Grace period"** means the 7 day period of time, where required by Arizona law:
  - a. Starting on the day immediately after the premium due date; and
  - b. During which the policy remains in force, subject to all terms and limitations, but without penalty even though the premium due has not yet been paid.
 No **"grace period"** will apply for the initial down-payment of premium due for this policy.
14. **"Household"** means the address where **you reside** that is shown on the **Declarations Page**.
15. **"Including, but not limited to"** and **"includes, but is not limited to"** (and any similar type of phrase) means a list, that is not exhaustive nor exclusive, of examples of the items, things, ideas, activities or parts being addressed by preceding policy language.
16. **"Insured car"** means:
  - a. Any **car** described on the **Declarations Page**.
  - b. Any **car you** acquire to replace a **car** described on the **Declarations Page**, subject to the following conditions:
    - (1) The existing coverages on the **car** replaced will apply to a replacement **car** as of the date it is acquired if **you** notify **us** within 30 days of the date it is acquired by **you**. Car Damage Coverage shall not apply to the replacement **car** if **we** do not get notice within those 30 days.
    - (2) A replacement **car** will not be provided more coverage than applied to the **car** it replaced until and unless **you** ask **us** to add coverage and **our** conditions are met. If **you** add coverage or increase limits, that added coverage or increased limit does not apply until after **you** have asked **us** to add the coverage or increase limits.
  - c. Any additional **car**, other than a replacement **car**, that **you** acquire during the policy period, but only if **we** insure all **cars owned** by **you** and **you** give **us** notice within 30 days of the date the **car** is acquired by **you**. No coverage will apply to an additional **car** if **you** do not notify **us** within 30 days of acquiring that **car**. No Car Damage Coverage shall apply to an additional **car** until after the time **you** give **us** notice **you** have acquired the **car**, unless it is a replacement **car** and those conditions have been met.
17. **"Loss"** means direct, sudden, and loss of, or physical damage to an **insured car**, caused by an **accident**. This definition does not apply in Part V.
18. **"Minimum limits"** means the minimum amount of liability insurance required by the motor vehicle financial responsibility and/or insurance laws of the State of Arizona.
19. **"Named insured"** means the **person** or **persons** shown as the policyholder on the **Declarations Page**.
20. **"Non-owned car"** means any **car**, other than an **insured car**, that is not **owned** by or furnished or available for regular or frequent use by **you**, any **resident** of **your household** or **your** non-resident spouse. **"Non-owned car"** does not include any **car** rented for more than 30 consecutive days.
21. **"Occupying"** means to be in or upon a **car**, or engaged in the immediate act of getting in, on, out of or off.
22. **"Owns"** and **"Owned"** means to:
  - a. Hold legal title to the **car**;
  - b. Have legal possession of the **car** subject to a written conditional sales agreement; or
  - c. Have legal possession of the **car** under a lease agreement of more than 30 days.
23. **"Owner"** means the **person** or entity who:
  - a. Holds legal title to the **car**;
  - b. Has legal possession of the **car** subject to a written conditional sales agreement; or
  - c. Has legal possession of the **car** under a lease agreement of more than 30 days.
24. **"Person"** means a natural, living human being and not a corporation, partnership, association or **business** name.
25. **"Property damage"** means physical damage to, or destruction or loss of use of tangible property.
26. **"Punitive damages"** means damages that may be imposed to:
  - a. Punish or deter wrongful, malicious or unlawful conduct;
  - b. Deter wrongful, malicious or unlawful conduct; or
  - c. Fine, penalize or impose a statutory penalty;

other than damages intended to compensate for actual **bodily injury** or **property damage** incurred by a **person**. "**Punitive damages**" include, **but are not limited to**, damages referred to under any law as punitive damages, exemplary damages, treble damages or statutory multiple damages.

27. "**Racing**" means:
- Preparing or participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not; or
  - Operating a motor vehicle on a track or course designed or used for racing, high performance or high speed driving.
28. "**Relative**" means:
- A **person** who **resides** in **your household** and is related to **you** by blood, marriage or adoption;
  - Your** ward or foster child who primarily **resides** with **you**.
- If the "**named insured**" shown on the **Declarations Page** is not a **person**, no one will be a **relative**.
29. "**Reside**", "**resides**" and "**residing**" mean to dwell permanently, as the **person's** primary and legal domicile.
30. "**Resident**" and "**residents**" mean any **person** or **persons** who **reside** in the **household** of the **named insured**.
31. "**State**" means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
32. "**Volunteer work**" means work performed with no compensation other than:
- Reimbursement of actual expenses incurred;
  - Disbursements of meals; or
  - Other similar and incidental benefits.
33. "**We**", "**Us**" and "**Our**" mean the Company providing this insurance, as shown on the **Declarations Page**.
34. "**You**" and "**your**" mean the "**named insured**" shown on the **Declarations Page**, and spouse of that **named insured** if that spouse **resides** in the **household** of the **named insured** at the time of the **accident** or **loss**.

## PART I - LIABILITY TO OTHERS

### Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for coverage for Liability To Others, **we** will pay damages, other than **punitive damages**, for **bodily injury** or **property damage** for which any **insured person** becomes legally responsible because of a **car accident**. Damages include prejudgment interest awarded against the **insured person**.

**We** have the right to investigate, negotiate and settle any claim for damages covered by this coverage as **we** deem appropriate. **We** will settle or defend claims and lawsuits for damages covered under this Part I as **we** deem proper, with attorneys hired and paid for by **us**.

In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for damages under this coverage has been paid. **We** have no duty to defend any lawsuit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

Liability coverage provided under this Part I shall be provided in accord with and subject to all provisions of the Vehicle Insurance and Financial Responsibility Law of the Arizona Revised States, as amended, for **bodily injury** and **property damage**. If **we** make a payment to meet this requirement that **we** would not have otherwise paid under the terms of this policy, the **insured person** must reimburse **us**.

### Additional Definition for Part I Only

As used in Part I:

"**Insured person**" or "**insured persons**" means:

- You**, with respect to liability arising out of the ownership, maintenance or use of an **insured car**.
- You**, while driving a **non-owned car** with permission of its **owner**.
- Any other **person** using an **insured car** with **your** express or implied permission.
- Any other **person** listed as a driver on the **Declaration Page** while driving an **insured car**.
- A **relative** listed as a driver on the **Declaration Page**, with respect to an **accident** while driving a **non-owned car** with permission of its **owner**.
- Any Additional Interest shown on the **Declarations Page**, with respect to liability arising out of the use of the **insured car** by a **person** described above. Inclusion of an Additional Interest Insured shall not increase **our** limit of liability. Coverage for the Additional Interest insured is excess over any other valid insurance. Coverage for an Additional Interest insured is limited to the **insured car** for which the Additional Interest insured has been shown on the **Declarations Page**.

### Additional Payments

For an **insured person**, **we** will pay, in addition to **our** limit of liability:

- All expenses **we** incur in the settlement of any claim.
- All expenses **we** incur in the defense of any lawsuit alleging claims against an **insured person** that may be covered by this policy.
- Premiums on appeal bonds and attachment bonds required in any suit **we** defend. **We** have no duty to:
  - Pay the premium for any bonds that are more than **our** limit of liability;
  - Apply for or furnish bonds; or
  - Pay any premium for any appeal bond after **we** have tendered or offered the policy limit in payment of that portion of any judgment that falls within **our** limit of liability.

4. Up to \$100 for a bail bond needed due to an **accident** arising out of the use of an **insured car**. **We** have no duty to apply for or furnish bonds.
5. Other reasonable expenses, other than loss of earnings, incurred at **our** request.

### Exclusions

Coverage for Liability to Others and **our** duty to defend do not apply to:

1. **Bodily injury** or **property damage** that arises out of the ownership, maintenance or use of a motor vehicle as a livery service or for **delivery**. This exclusion does not apply to:
  - a. Shared-expense car pools; or
  - b. The ownership or use of a **car** while it is being used in the course of **volunteer work** for a tax-exempt organization.
2. **Bodily injury** or **property damage** caused by an intentional act by, or at the direction of, the **insured person**, even if the **bodily injury** or **property damage** that results is not what was intended.
3. **Bodily injury** or **property damage** caused by any **person** using an **insured car** without **your** express or implied permission.
4. Use of a **non-owned car** by an **insured person** without the **owner's** permission or if being used outside of the scope of the **owner's** permission.
5. **Bodily injury** or **property damage** that arises out of, or is due to:
  - a. The ownership or use of a **car** for transporting any explosive substance, toxic material, flammable substance, or similarly hazardous material;
  - b. Nuclear reaction or radiation;
  - c. A peril to which a nuclear energy liability insurance applies or is required by law to apply;
  - d. Radioactive, pathogenic, poisonous, biological, toxic, or hazardous contamination or materials; or
  - e. War (declared or undeclared) or warlike action of any kind.
6. **Bodily injury** to an employee, employer or co-worker of any **insured person** that occurs in the course of employment and for which benefits are provided under any workers' compensation or other similar law. Coverage does not apply to a domestic employee if benefits are provided under any workers' compensation or other similar law.
7. **Bodily injury** or **property damage** that arises out of the ownership or **use** of an **insured car** when it is:
  - a. Rented, leased or provided to anyone in exchange for any form of value, compensation or reimbursement;
  - b. Entrusted to another **person** or entity for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
  - c. Sold to any **person** or entity other than **you** or a **relative**; or
  - d. Under a conditional sales agreement and is no longer in **your** possession.
8. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car** by an **insured person**, while in the course or scope of employment.
9. **Bodily injury** to **you** or a **relative**. This exclusion applies only to the portion of any damages that are more than **minimum limits**.
10. **Bodily injury** or **property damage** arising out of the operation of any traction engine, road roller, grater, tractor crane, power shovel, well driller, or implement of animal husbandry.
11. Any liability assumed by an **insured person** under any contract or agreement.
12. **Bodily injury** or **property damage** caused by an **insured car** when it is driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**. This exclusion applies only to the portion of any damages that is more than **minimum limits**.
13. **Bodily injury** or **property damage** caused by an **insured person** operating an **insured car** or **non-owned car** while **racing**. This exclusion does not apply to racing or stunting on a public road for the portion of any damages that is less than or equal to **minimum limits**.
14. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motor vehicle, other than an **insured car**, which is **owned** by **you** or furnished or available for regular or frequent use by **you** or any **insured persons**.
15. **Bodily injury** or **property damage** for which the United States Government is liable under the Federal Tort Claim Act.
16. **Bodily injury** or **property damage** resulting from the ownership, maintenance, or use of any motor vehicle by any **person** while engaged in any **business** activities. This exclusion does not apply to **business** use of an **insured car**:
  - a. For the portion of any damages that is less than or equal to **minimum limits**; or
  - b. That has been declared to **us** and for which **you** have paid the additional business use premium for that use.
17. **Property damage** to property:
  - a. Rented to;
  - b. Transported by;
  - c. Owned by; or
  - d. In the care of;
 the **insured person**.  
 This exclusion does not apply to **property damage** to a residence or private garage not owned by an **insured person**, **you** or a **relative**, that is rented by **you**.
18. **Bodily injury** or **property damage** that occurs while the **insured person** is committing a felony or attempting to elude law enforcement personnel. This exclusion does not apply:
  - a. For the portion of any damages that is less than or equal to **minimum limits**; or
  - b. To misdemeanor violations of the motor vehicle or traffic code.
19. **Punitive damages** of any kind.

20. **Bodily injury** or **property damage** resulting from the operation of any **car** by a specifically named excluded driver.

If a court with proper jurisdiction finds an exclusion is invalid and cannot be enforced, that exclusion is revised so it will:

1. Not to apply to the portion of damages that is less than or equal to the **minimum limits**; and
2. Apply and be enforced as to all other damages.

### Limits of Liability

Without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

**we** will pay no more than the limits of liability shown on the **Declarations Page** due to any one **accident**. There will be no stacking or combining of coverage afforded to more than one **car** or **insured person** under this policy.

The limit for "each person" is the most **we** will pay due to **bodily injury** sustained by a **person** in an **accident**, and only the limit for "each person" will apply to the total of claims made due to that **bodily injury**, including any and all claims:

1. Derived from such **bodily injury including, but not limited to**:
  - a. **Loss** of society;
  - b. **Loss** of companionship;
  - c. **Loss** of service or support;
  - d. **Loss** of consortium; and
  - e. Wrongful death; and
2. For mental anguish or emotional distress due to observing the **accident** or **bodily injury** occur.

Subject to the **bodily injury** limit for "each person", the limit for "each accident" is the most **we** will pay for **bodily injury** sustained by two or more **persons** in one **accident**.

The **property damage** liability limit for each occurrence is the most **we** will pay for any damage to property in one **accident**.

No one is entitled to duplicate payments under this coverage for the same element of damages that has been paid by:

1. Any other coverage under this policy;
2. Workers' compensation or any similar insurance; or

3. Any other source.

The damages for **bodily injury** recoverable by a guest or passenger in an **insured car** shall be reduced by any payments made to that **person** under Medical Payments Coverage.

**Our** limit of liability will not be increased for an **accident** because a trailer is attached to an **insured car** or a **non-owned car** at the time of the **accident**.

Any payment to a **person** under this liability coverage shall be reduced by any payments to that **person** under Uninsured Motorist Coverage and Underinsured Motorist Coverage. However, this clause will not be applied to:

- a. Reduce any amount **we** owe to an amount that is less than **minimum limits**; or
- b. Reduce the actual recovery of benefits from all sources to an amount less than full compensation for the **bodily injury** or **property damage** damages sustained in the **accident**.

### Out of State Insurance

If an **accident** to which this Part I applies occurs in any state, territory or possession of the United States of America or any territory of Canada, other than the one in which an **insured car** is principally garaged, and the state, province, territory or possession has:

1. A financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, this policy will provide the higher limit; or
2. A compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident drives a **car** in that state, province, territory or possession, this policy will provide the greater of:
  - a. The required minimum amounts and types of coverage; or
  - b. The limits of liability under this policy.

### Other Insurance

If other valid and collectible motor vehicle liability insurance applies to an **accident** covered by this Part I, **we** will pay the proportionate share **our** limit of liability bears to the total of all applicable liability limits.

However, any insurance **we** provide for a **car**, other than an **insured car**, will be excess over any other collectible insurance, self-insurance or bond. This excess clause will not apply as related to a liability insurance policy or bond issued to or for an **auto business** that applies to the permissive use of a **non-owned car** used in that **auto business** when that **non-owned car** is being operated by **you** or a **relative**. But, any coverage **we** may provide under this Part I shall remain excess to that **auto business** insurance or bond if any **car** to which this Part I applies is in an **accident** while being used by any **person** employed by or engaged in an **auto business**, and there is a liability



insurance policy or bond issued to or for that **auto business**, its employees, officers or agents.

### Financial Responsibility Laws

When **we** certify this policy as proof of future financial responsibility, this policy will comply with the minimum financial responsibility laws, as amended, to the extent required for **bodily injury** and **property damage**. **You** must reimburse **us** for any payment **we** make which **we** would not have made under the terms of this policy except for it being certified.

## PART II – MEDICAL PAYMENTS

### Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for Medical Payments Coverage when due, **we** will pay the **usual and customary charge** for reasonable and necessary medical and funeral services because of **bodily injury**:

1. Caused by an **accident**; and
2. Sustained by an **insured person** while operating or **occupying** an **insured car**.

### Additional Terms for Part II

Medical Payments Coverage is subject to the following:

1. Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**. If the **insured person** is sued for payment of any medical expense that **we** have refused to pay because:
  - a. The fee is unreasonable or exceeds the **usual and customary charge**; or
  - b. The service is unnecessary;**we** will defend the **insured person** with an attorney of **our** choice. **We** will pay defense costs and any judgment against the **insured person** up to **our** limit of liability. However, **we** have no duty to defend the insured if **we** deny an expense charged because it was not caused by a covered **accident**.
2. **We** will pay only for expenses incurred within 3 years from the date of the **accident**.
3. **We** have the right to review medical expenses and records to determine if each expense is reasonable and necessary for the diagnosis and treatment of the **bodily injury**.
4. **We** may refuse to pay for any portion of a medical expense:
  - a. That is unreasonable because the fee for the service is greater than the fee that is the **usual and customary charge**.
  - b. When the service(s) rendered is:

- (1) Not provided and prescribed by a state licensed medical or health care provider acting within the scope of that license;
- (2) Unnecessary for the treatment of the **bodily injury**; or
- (3) For the treatment of a **bodily injury** that was not caused by the **accident**.

5. **We** may use sources of information selected by **us** to determine if any medical expense is:
  - a. Reasonable and necessary;
  - b. Caused by the **accident**; and
  - c. Greater than the **usual and customary charge**.These sources may include:
  - a. Exams by doctors **we** select. **We** will pay for these exams;
  - b. Review of medical records and test results by **persons** and services selected by **us**;
  - c. Computerized programs for analysis of medical treatment and expenses; and
  - d. Published sources of medical expense information.
6. **We** have no duty to pay for any medical expense, or portion of a medical expense, if the **insured person** is not directly and legally liable to pay that expense. This **includes, but is not limited to** expenses:
  - a. That are paid by other sources; or
  - b. For which an **insured person** is not directly and legally liable to pay because that **person** is a member of a health maintenance organization (HMO) or uses a preferred provider organization (PPO).

### Additional Definitions for Part II Only

When shown in Part II in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. “**Insured person**” means:
  - a. **You**.
  - b. Any **relative**.
  - c. Any **person** listed as a driver on the **Declarations Page**.
  - d. Any other **person occupying** an **insured car** while the **car** is being driven by **you** or any other **person** with **your** permission.
2. “**Usual and customary charge**” means the amount **we** determine represents a customary charge for medical services in the geographic area in which the service is rendered. **We** shall determine the **usual and customary charge** through the use of independent sources of **our** choice.

### Exclusions

This coverage does not apply for **bodily injury** to any **person**:

1. While **occupying** an **insured car** when used as a livery service or for **delivery**. This exclusion does not apply to:
  - a. Shared-expense car pools; or
  - b. While the **insured car** is being used in the course of **volunteer work** for a tax-exempt organization.
2. While **occupying** any motor vehicle while used as a residence.
3. While **occupying** a vehicle other than a **car** while the vehicle is being used in the **business** or occupation of an **insured person**.
4. During the course of employment if benefits are provided under a Workers' Compensation Law or similar law.
5. Arising out of an **accident** involving any motor vehicle while being used by a **person** while employed or engaged in any **auto business**. This exclusion does not apply to **you** or a **relative** using an **insured car**.
6. Caused by:
  - a. War (declared or undeclared);
  - b. Civil war;
  - c. Insurrection;
  - d. Rebellion;
  - e. Revolution;
  - f. Nuclear reaction, radiation, or radioactive contamination;
  - g. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials; or
  - h. Any consequence of any of these.
7. While **you** or anyone driving with **your** permission is using an **insured car** while committing a crime or fleeing any law enforcement personnel.
8. While an **insured car** is being driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**.
9. While an **insured car** is used for **racings**.
10. For whom the United States Government or its military services are required (directly or indirectly) to provide similar services or benefits.
11. While an **insured car** is:
  - a. Rented, leased or provided to anyone in exchange for any form of value, compensation or reimbursement;
  - b. Entrusted to another **person** or entity for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
  - c. Sold to any **person** or entity other than **you** or a **relative**; or
  - d. Under a conditional sales agreement and is no longer in **your** possession.
12. Resulting from the ownership, maintenance, or use of any **insured car** by a **person** while engaged in any **business** activities. This exclusion applies to any use of a vehicle for any **business**, **including but not limited to** livery or **delivery** services. This exclusion does not apply to:
  - a. **Business** use of an **insured car** has been declared to **us** and an additional business use premium has been paid; or
  - b. Use of an **insured car** by **you** or a **relative** in an **auto business**.

### Limits of Liability

Without regard to the number of:

1. **Insured persons**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made;
6. Vehicles involved;
7. Heirs or wrongful death beneficiaries involved; or
8. Lawsuits filed;

**we** will pay no more than the limit of liability shown for this coverage on the **Declarations Page** for each **insured person**. There will be no stacking or combining of coverage afforded to more than one **car** under this policy.

No one will be entitled to duplicate payments under this coverage for any element of damages that has been paid by any other coverage under this policy or any other source.

To prevent double recovery when an **insured person** has fully recovered all damages sustained in an **accident**, any amounts payable to an **insured person** under this Part II will be reduced by any amounts paid or payable for the same expense under any Liability to Others Coverage, Personal Injury Protection or Uninsured/Underinsured Motorist Coverage provided by this or any other policy or source of recovery.

Any payment **we** make under this coverage to an **insured person** shall be excess insurance over benefits paid or payable under the provisions of any disability benefits or similar law.

No payment will be made under this coverage unless the **insured person** or his legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that the **insured person** receives under any Liability to Others Coverage or Uninsured/Underinsured Motorist Coverage provided by this policy.

### Other Insurance

If there is other applicable motor vehicle medical payments insurance on a loss covered by this part **we** will not pay more than **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable medical payment insurance limits.

Any medical payments insurance **we** provide will be excess over any personal injury protection benefits under this or any other policy.

## Assignment of Benefits

Payment for medical expenses will be paid directly to a physician or other health care provider if **we** receive a written assignment signed by the **insured person** to whom such benefits are payable.

If **we** pay benefits directly to a physician or other health care provider, as directed by the written assignment, **we** have no duty to pay those same benefits to the **insured person**.

## **PART III – UNINSURED/UNDERINSURED MOTORISTS**

### Insuring Agreement - Uninsured Motorist Coverage

Subject to the limits of liability, if **you** paid the premium for **Uninsured Motorist**

**Coverage**, **we** will pay compensatory damages an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** due to **bodily injury**:

1. Sustained by an **insured person**; and
2. Caused by an **accident**;

that arises out of the ownership, maintenance or use of the **uninsured motor vehicle**.

### Insuring Agreement - Underinsured Motorist Coverage

Subject to the limits of liability, if **you** paid the premium for **Underinsured Motorist Coverage**, **we** will pay compensatory damages an **insured person** is legally entitled to recover from the **owner** or operator of an **underinsured motor vehicle** due to **bodily injury**:

1. Sustained by an **insured person**; and
2. Caused by an **accident**;

that arises out of the ownership, maintenance or use of the **underinsured motor vehicle**.

### Additional Terms for Part III

The following Additional Terms apply to this Part III:

1. The liability of the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** for **bodily injury** must arise out of the ownership or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.
2. If an offer of settlement has been made to an **insured person** by the insurer of the **uninsured motor vehicle** or **underinsured motor vehicle**, **we** will pay under this Part III only if **we** have been given:
  - a. Not less than 30 days written notice of that offer to pay; and

- b. An opportunity to advance payment to the **insured person** in an amount equal to the offer settlement within 30 days after receipt of notice.
3. **We** are not bound by any judgment that arises out of a lawsuit with respect to:
  - a. The liability of an **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
  - b. The amount of **bodily injury** damages that result from an **accident**; if a lawsuit is brought without **our** written consent.
4. **We** are not bound by any settlement agreement entered into with the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle** that occurs without **our** written consent.
5. Any lawsuit or arbitration against **us** by an **insured person** must be brought within three years after **we** get written notice of the claim for coverage under this Part as follows:
  - a. For an Uninsured Motorist Coverage claim, **we** must receive notice in writing within three years after the date of the **accident** that caused the **bodily injury**. Except, a **person** may make an Uninsured Motorist Coverage claim within three years after the earliest of the following:
    - (1) The date the **person** knew that the tortfeasor was uninsured;
    - (2) The date the **person** knows or should have known that coverage was denied by the tortfeasor's insurer; or
    - (3) The date the **person** knows or should have known of the insolvency of the tortfeasor's insurer; or
  - b. For an Underinsured Motorist Coverage claim, **we** must receive notice in writing within three years after the date of the **accident** that caused the **bodily injury** and that **person** must also:
    - (1) Make a claim with the tortfeasor's insurer; or
    - (2) File an action against the tortfeasor within the time limits prescribed law.

Except, that a **person** may make an underinsured motorist claim within three years after the date the **person** knows or should have known that the tortfeasor has insufficient liability insurance to cover the **person's** injuries.

### Additional Definitions for Part III Only

When shown in Part III in **bold** print the words and phrases listed below have the meaning shown here. These meanings will apply whether the word or phrase appears in the singular, possessive, plural, active or passive forms:

1. "**Insured person**" means:
  - a. **You**.
  - b. A **relative**.
  - c. Any other **person** who uses or is **occupying** an **insured car** with **your** express or implied permission.

2. **“Motor vehicle”** means a self-propelled land motor vehicle designed for use on public roads and highways, and subject to motor vehicle registration laws.
3. **“Underinsured motor vehicle”** means a **motor vehicle** for which one or more **bodily injury** liability bonds, policies or self-insurance apply at the time of the **accident** but all limits available under those sources of recovery for **bodily injury** liability are less than the total damages the **insured person** is legally entitled to recover for **bodily injury**.

**“Underinsured motor vehicle”** does not include any vehicle or its equipment that is:

- a. Operated on rails or crawler treads;
  - b. Designed for **use** mainly off public roads, while not on public roads;
  - c. Located for use as a residence or premises;
  - d. Insured under Part I of this policy, except when the:
    - (1) **Insured person** is **you** or a **relative**; and
    - (2) That **insured person** is unable to recover the liability limit that applies to that **person** due to a reduction in the amount to be paid under the liability coverage because there are multiple **persons** injured in the same **accident** who are also liability claimants who received liability payments; or
  - e. An **uninsured motor vehicle**.
4. **“Uninsured motor vehicle”** means a **motor vehicle** for which:
    - a. No **bodily injury** liability bonds, policies or self-insurance apply at the time of the **accident**.
    - b. There is liability insurance, but the liability insurer has legally denied coverage under its policy.
    - c. There is liability insurance, but the insurer writing the policy is or becomes insolvent.
    - d. There is liability insurance, but the limit of liability for **bodily injury** under that policy or bond is less than the **minimum limits**; or
    - e. The **owner** or operator cannot be identified, and that **motor vehicle** causes **bodily injury** to that **insured person**. If there has been no physical contact between the vehicle and either the **insured person** or a vehicle **occupied** by an **insured person**, there must be corroborating evidence that an unidentified vehicle was involved in the **accident**. Corroborating evidence means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the **insured person's** account of the **accident**.

**“Uninsured motor vehicle”** does not include any vehicle or its equipment that is:

- a. **Owned** by, or furnished or available for the regular use of, **you** or a **relative** if that vehicle is **owned** or operated by a person who is

insured under any motor vehicle liability policy that complies with **minimum limits**;

- b. Operated on rails or crawler treads;
- c. Designed for **use** mainly off public roads, while not on public roads;
- d. Located for use as a residence or premises;
- e. **Owned** or operated by a self-insured under any applicable motor vehicle law, except a self-insured that is or becomes insolvent;
- f. Insured under Part I of this policy; or
- g. An **underinsured motor vehicle**.

### Exclusions

1. **We** do not provide coverage under this Part III for any **insured person**:
  - a. If that **person**, or that **person's** legal representative, settles the claim without **our** consent, and **our** right to recover payment from any liable party has been prejudiced by such act.
  - b. While **occupying your insured car** while it is being used for livery or **delivery** services. This exclusion does not apply to a:
    - (1) Share the expense car pool; or
    - (2) An **insured car** when it is being used in the course of **volunteer work** for a tax-exempt organization.
  - c. Using or **occupying** a vehicle without the permission of the **owner**. This does not apply to the use of the **insured car** by **you** or a **relative**.
  - d. For **punitive damages**.
2. This coverage shall not apply directly or indirectly to benefit any:
  - a. Insurer or self insurer under any of the following or similar laws:
    - (1) Workers compensation law; or
    - (2) Disability benefits law; or
  - b. Government entity, unit or agency.

If a court with proper jurisdiction finds an exclusion invalid, that exclusion is revised to apply only to the portion of damages that exceeds **minimum limits**.

### Limits of Liability

Without regard to the number of:

1. **Insured persons**;
  2. **Cars** insured under this policy;
  3. Separate premiums paid or shown on the **Declarations Page**;
  4. Policies issued;
  5. Claims made;
  6. Vehicles involved;
  7. Heirs or wrongful death beneficiaries involved; or
  8. Lawsuits filed;
- we** will pay no more than the limit of liability shown for this coverage on the **Declarations Page**. There will be no stacking or combining of coverage afforded to more than one **car** under this policy.

The amount shown on the **Declarations Page** for “each person” is the most **we** will pay for all damages due to a **bodily injury** to one **person** in any one **accident**, and only the limit for “each person” will apply to the total of claims made for **bodily injury** and any and all claims:

1. Derived from such **bodily injury including, but not limited to**:
  - a. **Loss** of society;
  - b. **Loss** of companionship;
  - c. **Loss** of service or support;
  - d. **Loss** of consortium; and
  - e. Wrongful death.
2. For mental anguish or emotional distress due to seeing the **accident** or **bodily injury** occur.

Subject to the “each person” limit the amount shown for “each accident” is the most **we** will pay for all damages due to **bodily injury** sustained by two or more **persons** in any one **accident**.

No one will be entitled to duplicate payments for the same elements of damages under this policy or from any other source.

To prevent duplicate payments for the same elements of damages to be recovered by an **insured person**, the total damages an **insured person** is entitled to recover for **bodily injury** from the **owner** or **operator** of the **uninsured motor vehicle** or **underinsured motor vehicle** shall be reduced by any amount paid or to be paid because of **bodily injury**:

1. By or on behalf of any **persons** or organizations that may be legally responsible, **including, but not limited to** all sums paid under Part I of this policy;
2. Under Part II; and
3. Under any workers’ compensation law, disability benefits law, or similar laws. This will not apply to Underinsured Motorist Coverage.

These reductions will not be applied to prevent the **insured person** from being fully compensated for his or her **bodily injury**.

If an **insured person** enters into a settlement agreement with the liable tortfeasor, or that **person’s** liability insurer, for an amount less than the limits of liability under all **bodily injury** liability policies and bonds, the total amount of **bodily injury** damages sustained by the **insured person** in the **accident** for which benefits may be claimed by the **insured person** shall be reduced by the difference between those damages and the **bodily injury** limits of all applicable liability policies and bonds.

### Other Insurance

If there is other applicable similar insurance, bonds or self-insurance with the same priority of payment available under more than one policy or provision for coverage on an **accident** covered by this Part, **we** will pay only **our** share of

the damages. **Our** share is determined as the proportion that **our** limit of liability bears to the total of all limits applicable on the same level of priority.

However:

1. When an **insured person** occupies any vehicle, other than **your insured car**, this insurance shall be excess over any other similar insurance, bonds or self-insurance available to the **insured person**. The insurance, bonds or self-insurance which applies to the occupied **motor vehicle** is primary. But:
  - a. This excess clause will not apply as related to an insurance policy issued to or for an **auto business** that applies when **you** or a **relative** are **operating a non-owned car** used in an **auto business**, in which case, any insurance policy issued to or for that **auto business** for that **car** shall be excess to any coverage provided under this Part III – Uninsured/Underinsured Motorist Coverage.
  - b. If a **car** to which this Part III – Uninsured/Underinsured Motorist Coverage applies is in an **accident** while being used by a **person** employed by or engaged in an **auto business**, and there is an applicable insurance policy or bond issued to or for that **auto business**, its employees, officers or agents, then **our** coverage, if applicable, shall be excess to that insurance.
2. If **we** or an affiliate insurer have issued more than one policy to **you** that covers an **insured person** in any one **accident** caused by an **uninsured motor vehicle** or **underinsured motor vehicle**, the following apply:
  - a. **We** will pay no more than the highest limit of liability for one **motor vehicle** applicable under any one policy on either a primary or excess basis.
  - b. The **insured person** shall select the limit of coverage under only one policy for only one **motor vehicle**, and only that one limit under the one policy selected by the **insured person** shall apply.
  - c. No coverage will be provided by any of the other policies issued by **us** or an affiliate insurer.
  - d. The limit of liability under either Uninsured Motorist Coverage or Underinsured Motorist Coverage may not be added, combined, or stacked together with similar coverage under any other policy issued by **us** or an affiliate for **bodily injury** sustained by an **insured person** in an **accident**.

### Arbitration

Arbitration is not available for coverage disputes.

If agreement cannot be reached between the **insured person** and **us** on:

1. Whether that **insured person** is legally entitled to recover damages; and
2. The amount of damages which are recoverable by that **insured person**; from the **owner** or **operator** of an **uninsured motor vehicle** or **underinsured motor vehicle**, then the dispute may be arbitrated if both parties agree.

If **we** and the **insured person** agree to arbitrate, a qualified and impartial arbitrator shall be selected by the parties. If the parties cannot agree on an arbitrator within 30 days, either may request that a judge of a court with proper jurisdiction select such arbitrator.

Unless otherwise agreed by both parties:

1. Arbitration will take place in the county in which the **insured person resides**; and
2. Local rules of law as to procedure and evidence will apply. Disputes as to procedure and evidence shall be subject to the authority of the arbitrator.

The arbitrator has no authority to:

1. Decide issues of coverage; or
2. Award any amount:
  - a. In excess of the limit of liability;
  - b. As **punitive damages**; or
  - c. As fees, costs or interest.

The arbitrator's decision will be binding on:

1. Whether the **insured person** is legally entitled to recover damages; and
2. The amount of damages if the amount does not exceed the **minimum limits**. If the arbitrator's award exceeds the **minimum limits**, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will then be binding.

Each party will pay the expenses it incurs, and share in paying the agreed expenses of the arbitration and arbitrator equally.

## PART IV - CAR DAMAGE COVERAGE

### Insuring Agreement

Subject to the limits of liability, if **you** paid the premium for coverage under Part IV, **we** will pay for a **loss** described below to an **insured car** for which coverage has been purchased. **We** will pay for **loss** to an **insured car** caused by:

1. A comprehensive **loss**, other than collision, only if the **Declarations Page** shows that Other Than Collision coverage applies for that **insured car**.
2. Collision, only if the **Declarations Page** shows that Collision Damage applies for that **insured car**.

**Loss** caused by:

1. Missiles;
2. Falling objects;
3. Fire;
4. Theft;
5. Malicious mischief or vandalism;

6. Riot or civil commotion;
7. Explosion;
8. Earthquake;
9. Windstorm, hail, water or flood; or
10. Accidental glass breakage;

are comprehensive losses to be paid under Other Than Collision coverage. **Loss** due to the hitting or being hit by an animal or bird will also be paid under Other Than Collision coverage, but only if there is proof that the **car** damage directly resulted from contact with that animal or bird. A comprehensive **loss** shall not include any **loss** covered as a collision.

**Loss** caused by an **insured car**:

1. Overturning; or
  2. Colliding with or being hit by another object;
- are collision losses to be paid under Collision Coverage. A collision **loss** shall not include any **loss** covered as a comprehensive **loss**.

### Towing and Labor Coverage

If **you** paid the premium for Towing and Labor Coverage and it is shown on the **Declarations Page**, **we** will pay up to the limits shown on the **Declarations Page** for towing and labor costs incurred each time an **insured car** for which **you** bought this coverage is disabled. This includes the costs associated with emergency flat tire change, tire repair, battery jump, battery repair, fuel delivery (but not the fuel) and locksmith services each time an **insured car** is disabled, subject to the limits shown on the **Declarations Page** for that **insured car**. Covered labor must be performed at the time and place of disablement and does not include routine maintenance of the **insured car**. The maximum amount **we** will pay for any single disablement will be the amount shown on the **Declarations Page** for this coverage for that **insured car**. **You** must provide **us** with a verifiable receipt of the towing or labor charges incurred. This coverage does not apply to towing from entrapment in snow, mud, water or sand, more than 100 feet from a public road or highway.

### Loss of Use Coverage

If **you** paid the premium for Loss of Use Coverage and it is shown on the **Declarations Page**, when an **insured car** for which **you** bought this coverage sustains **loss** due to a collision, **we** will reimburse **you** for necessary **car** rental charges **you** incur from a licensed rental car agency, while that **insured car** is inoperable due to that **loss**. **We** will pay no more than:

1. The limit shown on the **Declarations Page**; or
2. The **actual cash value** of the **insured car** at the time of **loss**.

Loss of Use Coverage is limited to the period the vehicle is inoperable or under repair.

Loss of Use Coverage will end 72 hours after **we** offer to pay the amount **we** determine is due for a total loss.

No deductible applies to Loss of Use Coverage. The limits set forth above are the most **we** will pay as the result of any one **loss**, regardless of the number of **insured cars** listed on this policy or premiums paid.

No deductible applies to Loss of Use Coverage. The limits set forth above are the most **we** will pay as the result of any one **loss**, regardless of the number of **insured cars** listed on this policy or premiums paid.

### **Full Glass Coverage**

If **you** paid the premium for Full Glass Coverage and it is shown on the **Declarations Page** for an **insured car** that has Other Than Collision coverage, no deductible will be applied for a covered comprehensive **loss** to that **insured car** for any damage to the following safety equipment:

1. Glass used in the windshield, doors and windows; or
2. Glass, plastic or other materials used in the lights.

### **Additional Definition**

When shown in Part IV in **bold print** "**special/additional equipment**" means any of the following, except when installed by the original manufacturer of an **insured car** or by the manufacturer's dealer as a manufacturer's new car option or equipment on an **insured car**:

1. Parts, accessories, ground effects and any other equipment or enhancement;
2. Any modified suspension equipment, modified engines, modified carburetor systems, modified equipment, or custom wheels, **including, but not limited to**:
  - a. Aluminum, magnesium, chrome or alloy wheels;
  - b. Special wide-tread tires or slicks;
3. Custom paint, murals, decals or graphics; special carpeting or furnishings; sunroofs, moon roofs, t-bar or height extending roofs; bubble domes or similar windows; refrigeration or cooking equipment and any equipment used for sleeping;
4. Electronic video, audio, digital or data transmitting, receiving, recording and playback device, **including but not limited to**:
  - a. Communication and audio devices, including citizen band radios, two way mobile radios, televisions, VCR, mobile cellular and other telephones, blue tooth devices, scanning monitor receivers, audio devices that record and/or play sound, including: radios; satellite radios; stereos; cassette tape decks; compact disk systems; MP3 devices; internet audio streaming devices; audio interface devices; radio scanners; and similar devices for reproducing sound;
  - b. GPS and other navigation systems;
  - c. Personal computers and internet access systems;

- d. Video devices, including DVD devices, VCR's; monitors; cameras and televisions; and
- e. Any accessories, cables, connectors or antennas used with any of these types of equipment.

### **Exclusions**

Coverage does not apply to **loss**:

1. To an **insured car** while used for livery or **delivery** services. This exclusion does not apply to:
  - a. Shared expense car pools; or
  - b. An **insured car** while used in the course of **volunteer work** for a tax-exempt organization.
2. Caused by:
  - a. War (declared or undeclared);
  - b. Civil war;
  - c. Insurrection;
  - d. Rebellion;
  - e. Revolution;
  - f. Nuclear reaction, radiation, or radioactive contamination;
  - g. Pathogenic, poisonous, biological, toxic, explosive or other hazardous materials; or
  - h. Any consequence of any of the items listed above.
3. To any **special/additional equipment**. However, if **you** have paid the premium for Special/Additional Equipment Coverage and it is shown on the **Declarations Page**, this exclusion shall not apply to the **special/additional equipment** listed on the schedule of **special/additional equipment** in **our** records. If **you** change the **special/additional equipment** on an **insured car**, **you** must notify **us** to change **your** listed equipment before any added **special/additional equipment** will be covered.
4. To any camper body or trailer.
5. That occurs to any vehicle while it is located for use as a residence or premises.
6. That results from off-road recreational use of a vehicle.
7. Resulting from:
  - a. Prior **loss** or damage;
  - b. Manufacturer's defects; or
  - c. Any of the following:
    - (1) Wear and tear;
    - (2) Freezing;
    - (3) Mechanical or electrical breakdown or failure;
    - (4) Road damage to tires; or
    - (5) Mold, mildew, fungi or any by-product of these;unless the damage is the result of other **loss** covered by this policy.
8. To any personal property, **including but not limited to** wearing apparel, any personal property, tools or nonstandard equipment and racks which

- is permanently or temporarily attached to an **insured car** at the time of the **loss**.
9. That occurs while **you**, or anyone driving with **your** permission, is using an **insured car**:
    - a. In an illegal trade or transportation;
    - b. While committing a crime (other than a violation of a traffic law or similar law governing the ownership or operation of a vehicle); or
    - c. While fleeing any law enforcement personnel.
  10. Arising out of or due to the use of an **insured car** for transportation of any explosive substance, flammable liquid or similarly hazardous material, except transportation, incidental to ordinary residential or farm activities. This shall not apply to the fluids necessary for the operation of the vehicle.
  11. That occurs while an **insured car** is **racin**g.
  12. That occurs while an **insured car** is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described on this policy.
  13. Due to theft or conversion by **you**, or a **relative**. However, this does not apply to the interest of a **named insured** or the spouse of the **named insured** who **resides** in the same **household** as the **named insured** if that **person** did not consent to, direct, contribute to, or participate in the theft or conversion.
  14. To an **insured car** caused intentionally by or at the direction of any **person** listed on the **Declarations Page**. This exclusion will not apply to the interest of **named insured**, or the spouse or **relative** of the **named insured** who **resides** in the same **household** as the **named insured**, if the **loss** is a result of domestic violence, as defined in the Arizona laws as amended, and:
    - a. That **person** has not:
      - (1) Participated in;
      - (2) Contributed to;
      - (3) Directed; or
      - (4) Consented to;
 the intentional act causing the **loss**; and
    - b. That **person** cooperates in any investigation relating to the **loss**.
  15. That occurs while an **insured car** is driven by any **person** who is not a listed driver on the **Declarations Page** and who does not have a valid **driver's license**.
  16. That occurs while an **insured car** is rented to, leased to, or loaned to any **person** or organization in return for compensation, payment or benefit of any kind in exchange for, or resulting from, the use of the **insured car**.
  17. That occurs while under the care or control of a **business** or **person**, other than a **person** listed as an insured driver under this policy, in exchange for payment, compensation or payment in kind in exchange for, or resulting from, the use of an **insured car**.
  18. Due to the legal seizure or destruction of an **insured car** by any government or civil authority for any reason.

19. Due to the repossession of the **insured car** by a **person** or entity legally entitled to do so.
20. Resulting from the ownership, maintenance, or use of an **insured car** while a **person** is engaged in any **business** other than **auto business** activities. This exclusion includes use of a vehicle for livery and **delivery** services. This exclusion does not apply if **business** use of an **insured car** has been declared to **us** and an additional business use premium has been paid.
21. To an **insured car** due to diminution of value, or any loss or reduction in market or resale value, that is alleged to result from a **loss** or the repair or replacement of the property after the **loss**, or is claimed after a workmanlike repair.
22. That occurs while the operator of the **car** is texting, keying or typing on any portable electronic device, **including but not limited to** mobile phones and computers.
23. To any vehicle other than an **insured car** for which the premium has been paid for the coverage being sought under this Part.

### Limits of Liability

1. **Our** Limit of Liability for **loss** shall not exceed the lowest of:
  - a. The **Actual Cash Value** of the stolen or damaged property at the time of **loss**, reduced by the deductible shown on the **Declarations Page**;
  - b. The amount necessary to repair the property to its pre-**loss** physical condition, reduced by the deductible shown on the **Declarations Page**;
  - c. The amount necessary to replace the property with property of like kind and quality, reduced by the deductible shown on the **Declarations Page**; or
  - d. Any Stated Amount Limit of Liability shown on the **Declarations Page**, **including but not limited to** any value listed for **special/additional equipment**.
2. If **you** or the **owner** of the **insured car** keep the salvage, the amount **we** pay will be reduced by the salvage value.
3. If **loss** is sustained by more than one **insured car** in the same collision, only the highest applicable deductible will apply.
4. The amount **we** will pay under this Part will be adjusted and reduced for **depreciation**, physical condition and betterment as applicable. **We** do not pay for the amount of any betterment. **You** are responsible to pay for any betterment.
5. The amount **we** will pay to repair an **insured car** or replace parts will be based on the cost of parts which may be new, used, reconditioned, remanufactured or refurbished parts, that are original and/or non-original manufacturer parts or equipment.
6. There shall be no duplicate recovery for the same elements of **loss** under this coverage and any other coverage under this policy or any other source.



7. Each item of **special/additional equipment** shall be subject to the deductible shown on the **Declarations Page** for **special/additional equipment**. No other deductible shall apply to **special/additional equipment**.

#### **No Benefit to Bailee**

These coverages shall not directly or indirectly benefit any **person** or entity other than **you** for **loss** to an **insured car**.

#### **Appraisal**

If **you** and **we** fail to agree on the amount of **loss**, either may demand an appraisal of the **loss**. Each will appoint a competent and disinterested appraiser. The appraisers will select a third appraiser to decide any differences. Each appraiser will state separately the **Actual Cash Value** and the amount of **loss**. The award in writing by any two appraisers will be binding and will determine the amount payable. Each party will pay the expenses of its chosen appraiser. The expenses and the cost of the third appraiser will be shared equally.

**We** do not waive any of **our** rights under this policy by agreeing to an appraisal of the amount of **loss**. Coverage issues or disputes under this policy may not be determined by the appraisers.

#### **Payment of loss**

At **our** option, **we** will pay the **loss** in money, or repair or replace the damaged or stolen property. With **your** consent, payment for repairs may be made directly to a repair shop if damage is repaired.

**We** may, at any time before the **loss** is paid or the property is replaced by **us**, return, at **our** expense any stolen property either to **you** or to the address shown in **our** records with payment for the resulting damage. **We** may keep all or part of the property at the agreed or appraised value, but there shall be no abandonment to **us**. **We** have no duty to preserve salvage.

In the event of a covered theft of, or total loss to, an **insured car**:

1. The titled **owner** of that **car** must deliver to **us**, within 30 days after **we** offer the amount due under the terms of this policy, the title to that **car** and any other requested documents.
2. If **we** agree to allow the titled **owner** of any covered **insured car** to retain the salvage after **we** declare that **insured car** is a total loss or nonrepairable, that **owner** is required by law to get a salvage vehicle title or nonrepairable vehicle title before **we** pay that total loss.

**We** may make payment for a **loss** to **you** or the **owner** of the **car**. No payment is due under Part IV until **you** have fully complied with all of the conditions and duties stated in this policy.

#### **Loss Payee & Lienholder's Rights**

If a loss payee or lienholder is shown on the **Declarations Page** with respect to an **insured car**, any amount paid under this Part IV for **loss** to that **car** will be paid according to **your** interest and that of the loss payee or lienholder. **We** may make separate payments according to those interests. However, with **your** consent, payment may be made directly to a repair shop when the **loss** is being repaired.

**We** will be subrogated to the loss payee or lienholder's rights of recovery to the extent of **our** payment.

Where a claim is denied for non-cooperation or breach of the **Insured's** duties owed to **us**, the Loss Payee or lienholder's interest will not be protected. Where fraud, misrepresentation, material omission, intentional damage, or conversion, secretion and/or embezzlement of an **car** has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected. **We** have no duty to make any payment to a lienholder or Loss Payee unless the **loss** is payable to **you** and all policy terms and conditions have been met.

**We** reserve the right to cancel the policy as permitted by policy terms. Cancellation shall terminate this agreement as to the Loss Payee's interest.

#### **Other Insurance**

If there is other applicable insurance or source of recovery for **loss** to an **insured car**, **we** will pay the proportionate share **our** limit of liability bears to the total of all available sources of recovery. The deductible of this policy will be taken in a proportionate share based on the deductibles of each policy.

Other sources of recovery **include, but are not limited to** any:

1. Coverage provided by the **car owner**;
2. Other physical damage insurance available; and
3. Other source of recovery that applies to the loss.

### **PART V - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE**

#### **Insuring Agreement**

If **you** have paid the premium for Accidental Death and Dismemberment Coverage and it is shown on the **Declarations Page**, **we** will pay the benefits described under the Limits of Liability in this Part V with respect to **bodily**

**injury** sustained by the **named insured** as the result of a Covered Event specified in this Part V.

### Limits of Liability

If a **named insured** sustains death, dismemberment or loss of life, as described below, independent of other causes, that is the result of a Covered Event in an **accident**, **we** will pay the stated benefit to the **named insured**, subject to the aggregate limit of liability shown on the **Declarations Page**.

**DEATH, DISMEMBERMENT OR LOSS OF SIGHT:** If within 90 days from the date of an **accident** arising out of a Covered Event, **bodily injury** sustained by the **named insured** in that **accident** causes death, dismemberment or loss of sight, **we** will pay, as follows, but no more than the Limit of Liability shown on the **Declarations Page** for all **bodily injury**:

1. For accidental loss of life of the **named insured** **we** will pay the limit shown on the **Declarations Page**.
2. For loss of both Hands or both Feet, **we** will pay the limit shown on the **Declarations Page**.
3. For loss of sight in both eyes **we** will pay the limit shown on the **Declarations Page**.
4. For loss of one hand and one foot **we** will pay the limit shown on the **Declarations Page**.
5. For loss of either Hand or Foot **we** will pay one-half of the limit shown on the **Declarations Page**.
6. For loss of sight in one eye **we** will pay one-half of the limit shown on the **Declarations Page**.
7. For loss of a thumb and index finger of same Hand of the **named insured** **we** will pay one-half of the limit shown on the **Declarations Page**.

The word "loss", as used in this Part V, means:

1. With regard to hand or foot, complete severance through or above the wrist or ankle joint.
2. With regard to sight of eyes, entire and irrecoverable loss of sight.
3. With regard to thumb and index finger, complete severance through or above metacarpophalangeal joint.

The limit of liability shown for this coverage on the **Declarations Page** is the aggregate limit for all claims under this Part V, and is most **we** will pay under this coverage with respect to a **named insured**, without regard to the number of:

1. **Bodily injuries** sustained by the **named insured**;
2. **Cars** insured under this policy;
3. Separate premiums paid or shown on the **Declarations Page**;
4. Policies issued;
5. Claims made; or
6. Vehicles involved.

There will be no stacking or combining of coverage afforded to more than one **car** under this policy.

### **COVERED EVENTS:**

1. While the **named insured** is riding solely as a passenger in or on, boarding or alighting from any public conveyance, including air, licensed to carry passengers for hire; or
2. When the **named insured** sustains injuries caused by unavoidable exposure to the elements following the forced landing, stranding, sinking or wrecking of such means of transportation described above in which the **person** insured has been riding solely as a passenger; or
3. While the **named insured** is driving or riding in or on; boarding or alighting from, a four-wheel private passenger automobile.

### Seat Belt Coverage

The Principal Sum benefits for Accidental Death under this policy will be increased by an additional 20% of the benefit amount if death results while the **named insured** is a passenger or driver of a four-wheel private passenger automobile and the **named insured's** seat belt is properly fastened about their body.

### Exclusions

This coverage does not cover any **loss**, death or **bodily injury** incurred for, or resulting from, any of the following:

1. Suicide or attempted suicide.
2. Intentional self-infliction of injury or attempted self-inflicted of injury.
3. Self destruction or attempted self-destruction.
4. Infections except phylogenetic infections caused wholly by a covered **bodily injury**.
5. War or any warlike action.
6. **Accident** occurring while serving as an active member of any military unit, **including but not limited to** coast guard, national guard, army, naval or air service of any country.
7. **Accident** occurring while operating, or learning to operate, or performing duties as a member of the crew of any aircraft.
8. Sickness or disease of any kind.
9. **Bodily injury** or loss occurring while the **named insured** is intoxicated or under the influence of any narcotic, unless consumed or ingested pursuant to directions from a licensed physician, in the course of treatment, without any warning from the physician or a licensed pharmacist against operating any motorized vehicle while under the influence of the narcotic.
10. While **racing**.
11. While operating a motor vehicle use of a motor vehicle as a livery service or for **delivery**.
12. As a result of a hernia of any kind.

13. As a consequence of diabetes.
14. **Bodily injury** caused or contributed to, because the **named insured** committed, participated in or attempted to commit:
  - a. A felony; or
  - b. An act of violence, civil disobedience, civil disorder, riot or insurrection.

#### Additional Terms for Part V

1. NOTICE OF CLAIM: Written notice of claim must be given to **us** within 20 days after any **bodily injury** covered by this Part V, or as soon thereafter as is reasonably possible.
2. PROOF OF LOSS: Written proof of **loss** must be furnished to **us** within 90 days after the date of a covered event. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible.
3. PAYMENT OF CLAIMS: Payment for loss of life will be payable in accord with any beneficiary designation made to **us**, or if none, then to the estate of the **named insured**. Payment of **our** limit of liability to the legal representative of the estate shall be deemed discharge of **our** duties under this Part V.
4. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right for physical examination or autopsy of the **named insured** who is making a claim under this Part V by a licensed medical practitioner or pathologist when, and as often as **we** reasonably require, unless barred by law.

### PART VI - GENERAL PROVISIONS

#### Policy Period & Territory

This policy applies only to **accidents** and **losses** that occur:

1. During the policy period as shown in the **Declarations Page** and any **grace period** that may apply, unless the policy is cancelled, in which case all coverage ends on the effective date of the cancellation; and
2. Within the policy territory. The policy territory is the United States of America, its territories or possessions, or Canada. This policy also applies to an **accident** or **loss** involving an **insured car** while being transported between ports within the policy territory.

#### Two or More Cars Insured

As to any **accident**, occurrence or **loss** to which this and any other **car** policy issued to **you** by **us**, or an affiliated insurer, applies to provide the same or similar type of coverage, the total limit of **our** liability under all the policies shall not exceed the highest applicable Limit of Liability under any one policy for any one vehicle insured.

#### Claims Handling

**We** may use any or all of the following to determine the value of any damages, loss or claim that may be covered by this policy:

1. Exams by doctors **we** select, at **our** expense, as often as **we** reasonably request.
2. Medical record review and test result review by **persons** and services selected by **us**.
3. Computer programs and databases for the analysis of medical treatment and expenses.
4. Computer programs, databases and published sources for bodily injury, medical, medical expense and damage information.
5. Estimates by vehicle repair shops.
6. Computer programs and databases for the evaluation of injuries and predicting jury verdicts.
7. Computer programs, databases and published sources for vehicle values and cost of repair.
8. Third-party vendors providing estimating, appraisal, injury evaluation, earnings calculators, and analysis.
9. Special-application technology.

#### Suits Against Us

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

No one other than an **insured person** under Part I of this policy shall have any interest in this policy prior to obtaining a verdict against an **insured person**.

No legal action may be brought against **us** for payment under Part I – Liability To Others until:

1. **We** agree in writing that the **insured person**, as defined under Part I, has an obligation to pay damages; or
2. The amount of the damages due under Part I on behalf of an insured has been determined by final judgment after trial.

No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person** under Part I.

No one may sue **us** to determine the amount of **loss** payable under Part IV - Car Damage Coverage until after having complied with the Appraisal clause of this policy.

**We** have no duty to preserve or otherwise retain any salvage for any purpose, including as evidence for any type of court proceeding.

No one may sue **us** to determine the amount payable under Part V - Accidental Death and Dismemberment Coverage until at least 60 days after written proof of loss has been furnished to **us**. No such legal action may be brought after the expiration of three years after the time written proof of loss is required to be furnished to **us**.

### **Our Recovery Rights (Subrogation & Reimbursement)**

In the event of any payment under this policy:

1. **We** will be subrogated to all rights of recovery of the **person** or entity to or for whom payment was made against another **person** or organization; and
2. Any **person** to or for whom a payment is made who recovers damages from a liable **person** or entity, or their insurer, shall hold the proceeds of that recovery in trust for **us**.

These rights shall be only to the extent of payments made under this policy. The **person** or organization to or for whom payment was made under this policy will be required to reimburse **us** out of any monies received from any party or organization liable for damages, or his or her insurance company.

**We** reserve the right to subrogate against, and receive full indemnification from, any **person** who has committed an act of domestic violence, as defined by Arizona laws, that caused an **accident** or **loss** for which payment has been made by **us** but which would have been otherwise excluded if we did not protect the interest of the innocent victim of domestic violence.

Anyone to whom payment was made under this policy must cooperate with **us**, do whatever is necessary to protect **our** subrogation rights, and do nothing after the **loss** to harm **our** rights.

If **we** seek recovery from a liable party:

1. **You** authorize **us** to seek recovery of any applicable deductible. Unless **you** submit a written request to **us** to collect **your** deductible, **we** have no duty to do so, and **we** will notify **you** if **we** do not intend to proceed to collect the deductible; and
2. **You** agree to be bound by any settlement agreement entered into by **us** and the liable party, or the outcome of any arbitration **we** enter into, for those sums.

**We** reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible.

Any reimbursement to **you** by **us** will be reduced by a proportionate share of attorney fees incurred in connection with the recovery.

If anyone insured under this policy makes recovery from a responsible party without **our** written consent, that insured's rights under any affected coverage will no longer exist.

If payment is made on behalf of anyone insured under this policy to comply with state mandated coverage, and the policy or any subsequent change in coverage was obtained from **us** as a result of **your** material misrepresentation of the risk to be insured by **us**, which otherwise, had it been known to **us** at the time coverage was agreed to by **us**, **we** would have declined coverage or extension of coverage to **you**, **you** agree to reimburse **us** to the full extent of any **loss** and adjustment expense paid on **your** behalf as a result of **your** material misrepresentation to **us**.

Without regard to **our** rights to recover under this clause, **we** will not seek recovery for payments **we** have made under:

1. Part II - Medical Payments Coverage unless the **person** to or for whom payment is made recovers damages from another. In such case, **we** have a lien against that recovery to the extent of **our** payment in excess of \$5,000. As required by law, **we** will record a statement of lien and give notice of lien as required by law to affected parties.
2. Part III – Uninsured/Underinsured Motorist Coverage as against the **owner** or **operator** of an **underinsured motor vehicle** as defined under that Part.

### **Assignment**

**Your** interest and rights in this policy may not be assigned or transferred without **our** written consent. Upon the death or end of the marital relationship of the **named insured**, a spouse of that **named insured** who was covered under this policy immediately prior to the death or end of the marital relationship shall upon notice to **us** continue to be covered under this policy for a period of 90 days following that death or end of marital relationship, or until expiration of the policy term, whichever is shorter.

### **Policy Changes**

This policy, which includes the **Declarations Page**, endorsements issued by **us**, the **Application**, and any coverage election and rejection forms, contains all agreements between **you** and **us**. Its terms may not be changed or waived except by written endorsement issued by **us**. Notice to any agent or knowledge possessed by any agent or other **person** shall not change or affect a waiver on any portion of this policy nor stop **us** from exerting any rights under this policy.

If a change requires a premium adjustment, **we** will adjust **your** premium as of the effective date of the change. **We** may revise this policy form to provide more coverage without additional premium charge. If **we** revise this version of

this policy form, **our** policy will automatically provide the additional coverage as to the date the revision is effective.

**We** rely upon the statements made by **you** in the **Application** for insurance to determine the amount of the premium for this policy. **You** agree to cooperate with **us** in determining if this information is correct and complete and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period or take other appropriate action. To properly insure **your car**, **you** must promptly notify **us** when:

1. **You** change **your** address;
2. Any resident operators are added or deleted;
3. **You** acquire an additional or replacement **car**;
4. Any change in the operators in the household;
5. **You** or a **relative** get married or divorced; or
6. **You** or a **relative** obtains a driver's license or has a driver's license suspended, revoked, or refused.

### **Cancellation and Non-Renewal**

The **named insured** may cancel this policy by returning it to **us** or by advising **us** when at a future date the cancellation is to be effective.

**We** may cancel by mailing notice to the **named insured** shown on the **Declarations Page** at the last known address appearing on **our** records. Notice of cancellation will be mailed at least 10 days before the effective date of cancellation.

**We** may cancel this policy for any lawful reason during the first 59 days of the first policy period. After this policy is in effect for 60 days, or if this is a renewal policy, **we** may cancel only for one or more of the following reasons:

1. The **failure to pay premium**;
2. For fraudulent misrepresentation when applying for this policy;
3. The loss of driving privileges through suspension or revocation of **your** operator's license or motor vehicle registration, or that of a principal operator of **your insured car** during the policy period;
4. The **named insured**, any **person** who **resides** in the same **household** as the **named insured** and customarily operates an **insured car**, or any other **person** who regularly and frequently operates an **insured car**:
  - a. Becomes permanently disabled, either physically or mentally, and that **person** does not produce a certificate from a doctor or a registered nurse practitioner testifying to that **person's** ability to operate a motor vehicle.
  - b. Is or has been convicted during the 36 months immediately preceding the effective date of the policy or during the policy period of:
    - (1) Criminal negligence resulting in death, homicide or assault and arising out of the operation of a motor vehicle;

- (2) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
  - (3) Leaving the scene of an **accident**;
  - (4) Making false statements in an application for a driver license; or
  - (5) Reckless driving; or
- c. Uses an **insured car** regularly and frequently for commercial purposes;
5. **We** are placed in rehabilitation or receivership by:
- a. The insurance supervisory official in **our** state of domicile; or
  - b. A court of competent jurisdiction; or
6. The director of insurance:
- a. Has suspended **our** certificate of authority due to a financially hazardous condition; or
  - b. Determines that the continuation of the policy would:
    - (1) Place **us** in violation of the laws of this state; or
    - (2) Jeopardize **our** solvency.

With respect to cancellation, this policy is neither severable or dividable. Any cancellation will be effective for all persons and all vehicles.

If this policy is cancelled, coverage will not be provided as of the date and time shown in the notice of cancellation.

Upon cancellation, **you** may be entitled to a premium refund. **We** charge a fully-earned policy fee for each policy term.

If this policy is cancelled by **us** for any reason other than **failure to pay premium**, any refund due will be computed on a daily pro-rata basis, and subject to any fully-earned fees.

If this policy is cancelled at **your** request or due to **failure to pay premium**, any refund due will be calculated at a 90% or pro rata basis, and subject to any fully-earned fees.

If **we** decide to not to renew this policy, **we** will mail notice of nonrenewal to the **named insured** shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least:

1. 45 days before the end of the policy period if the reason for nonrenewal is due to the number of at-fault accidents of a **person**; or
2. 10 days before the end of the policy period for any other reason.

**We** may decide not to renew this policy only for one or more of the following reasons:

1. For any reason for which **we** may cancel this policy after it has in effect for 60 days;
2. If the **named insured**, any **person** who **resides** in the same **household** as the **named insured** and customarily operates an **insured car** or any

other **person** who regularly and frequently operates an **insured car** has had:

- a. At any time during the 36 months immediately before the notice of nonrenewal, 3 or more at-fault **accidents** under any policy with **us** in which that **person** was at least 50% responsible; and
- b. The amount of property damage paid by **us** for each such **accident** that occurred exceed the applicable threshold amounts for property damage as annually adjusted and published by the Arizona Department of Insurance (for the year of 2011, the property damage threshold level is \$2,400 for each **accident**);

This shall only apply when the same **person** has had each **accident**. This will not apply due to the **accident** record of the **named insured** if the **named insured** has been insured for standard automobile **bodily injury** coverage for at least 10 consecutive years with **us** prior to the most recent **accident** that makes the policy subject to nonrenewal; or

3. If the **named insured** and the **relatives** of the **named insured** are eligible for insurance based solely on the **named insured's** employment with **us**, employment of the **named insured** with **us** is terminated, and **we** exercise **our** right to nonrenew the policy within 12 months following the **named insured's** termination of employment.

**We** may agree with the **named insured** not to cancel or non-renew this policy due to the acts or driving record of a **person** who customarily operates an **insured car** if the **named insured** agrees in writing with **us** to exclude:

1. That **person** by name from all coverage under this policy when operating any motor vehicle; and
2. Coverage to and for the **named insured** for any negligence that may be imputed by law to the **named insured** arising out of the maintenance, operation or **use** of a motor vehicle by the excluded **person**.

**We** will not cancel or refuse to renew this policy solely because of the location of residence, age, race, color, religion, sex, national origin or ancestry of anyone who is an insured.

If **we** cancel or non-renew this policy for **failure to pay premium**, other than for the initial down-payment of the first policy period, a **grace period** will apply. If the payment due is not made before the end of the **grace period**, **we** will send a notice of cancellation or nonrenewal that takes effect as of the date that notice is mailed.

Nothing in this "Cancellation and Non-Renewal" clause of the General Provisions shall waive **our** rights to void this policy pursuant to the policy terms.

### Automatic Termination

Coverage for **your insured car** shall terminate automatically when anyone other than **you** or a **relative** becomes the **owner** of the vehicle.

This policy will also terminate automatically at the end of the current policy period if **we** offer to renew or continue **your** policy and **you** do not accept the offer. **Our** renewal offer is considered rejected if there is any **failure to pay premium**, when due or within any **grace period** that applies, for the renewal.

If this is a certified policy of liability insurance and another certified policy of liability insurance liability insurance is obtained on an **insured car**, coverage for the **insured car** will end on the effective date of the other insurance.

In the event **you** end this policy or coverage for a **car**, as set forth above, **we** will mail **you** a notice of lapse or termination.

### Proof of Notice

**We** may mail or deliver any notice to the **named insured**. Proof of mailing of any notice will be sufficient proof of notice. However, if **we** cancel or non-renew this policy for any reason other than **failure to pay premium**, the notice will be mailed by certified mail or United States Postal Service Certificate of Mailing.

### Our Right to Void for Fraud or Misrepresentation

**We** have the right to void this policy from its inception if **you** (or **your** representative) fraudulently provided or omitted material information in **your Application**. This policy is issued in reliance upon information provided on **your Application**. **We** will void this policy from inception if:

1. **You** (or **your** representative), at the time of **your Application**, made fraudulent misrepresentations, omissions, concealment of facts or incorrect statements as to any fact that was material either to the:
  - a. Acceptance of the risk; or
  - b. Hazard assumed by **us**; and
2. **We**, in good faith, would not have:
  - a. Issued the policy;
  - b. Issued the policy in as large an amount; or
  - c. Provided coverage for the hazard resulting in the loss;if the true facts had been made known to **us** as required either by the **Application** or otherwise.

No coverage is provided for any **accident** or **loss** if **we** void this policy. However, if an **accident** occurs before **we** give notice to the **named insured** that the policy is void from its inception, **our** voiding of the policy will not affect liability coverage under Part I up to the **minimum limits** of liability coverage for claims of innocent injured third parties. Other than as set forth here, **we** will not be liable for any claims or damages in excess of the **minimum limits** of liability coverage or for any other claims under any other part of this policy. **You** must reimburse **us** for any payments made and expenses incurred by **us** after **we** give **you** notice that this policy is void.

If **we** void this policy and **you** or **your** assignee or representative contest **our** rescission of this policy, **you** must reimburse **us** for all of **our** attorney fees, costs and expenses when **we** prevail in such legal action.

### **Our Right to Void for Failure of Initial Payment**

Coverage under this policy is conditioned upon **our** receipt of complete and unconditional payment of the initial down-payment of premium. If **you** make **your** initial payment by check or any method other than cash, this policy is void as if never issued, and there will be no coverage at any time, if the initial payment is not honored for any reason when first presented for payment to **your** bank or financial institution or if there is any other **failure to pay premium** for the initial down-payment. No **grace period** will be provided for the payment of any premium due under this policy for the initial down-payment of premium. If this policy is void **we** will not cover any claims, loss or damages of any kind. **You** must reimburse **us** for any amounts **we** are required by law to pay after **we** void the policy.

### **Policy Conformed to Statutes**

Terms of this policy that are in conflict with the statutes or other applicable law of the state of Arizona are hereby amended to conform to the applicable state law, except as necessary under the terms of this policy to meet the requirements of the motor vehicle responsibility laws of another state or province. All other terms remain in full effect.

### **Fraudulent Claims**

**We** do not provide coverage for, or payment to, any **person** who:

1. Commits fraud against **our** interest; or
  2. Intentionally makes material misrepresentations;
- and which affects **our** decision to pay, deny or defend a claim, or affects the amount **we** pay, in connection with any **accident** or **loss**.

However, this will not apply to prevent coverage:

1. Under Part I of this policy for claims of innocent injured third parties for damages in an amount less than or equal to the **minimum limits** of required liability coverage.
2. Under Part IV of this policy, as related to the legal interest in the **insured car** of a **named insured**, or the **named insured's** spouse or **relative** who **resides** in the same **household** as the **named insured**, when that **person** sustains the **loss** as the result of an act of domestic violence, as defined in the Arizona laws as amended, and:
  - a. That **person** has not:
    - (1) Participated in;
    - (2) Contributed to;
    - (3) Directed; or
    - (4) Consented to;

the intentional act causing the **loss**; and

- b. That **person** cooperates in any investigation relating to the **loss**.
- If **we** are required to pay any claim, the **person** who engaged in the fraud and/or material misrepresentations related to the claim must reimburse **us** for any payments made and expenses incurred by **us**.

### **Conditions Precedent**

There is no coverage provided under this policy until there has been full compliance with all of the terms and conditions of this policy.

### **Bankruptcy**

The bankruptcy or insolvency of a **person** insured by this policy, or that **person's** estate, shall not relieve **us** of **our** obligations under this policy.

## **YOUR DUTIES & REPORTING ALL ACCIDENTS AND LOSSES**

**IMPORTANT:** For coverage as described in this policy to apply, all notice requirements, duties, and policy terms that apply must be properly performed. Not doing so will result in a claim or coverage being partially or fully denied if **our** rights are prejudiced as a result of any failure to meet these requirements.

### **Notice of an Accident or Loss**

In the event of an **accident** or **loss**, it must be reported to **us** or one of **our** authorized agents as soon as practicable. The report must give time, place and circumstances of the **accident** or **loss** including the names and addresses of all injured parties and all witnesses involved in the **accident** or **loss**.

### **Other Duties**

Anyone claiming any coverage under the policy must:

1. Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit.
2. Refuse to assume any obligation or incur any unreasonable and unnecessary expenses at the time of the **accident** or **loss**.
3. Immediately send **us** any legal papers relating to any claim or lawsuit.
4. Submit to physical examination at **our** expense by doctors **we** select as often as **we** may reasonably require.
5. Authorize **us** to obtain medical, wage and other records. Any medical records requested will pertain to the **bodily injury** arising from an **accident**.
6. Provide any written proof of **loss** that **we** require.

7. Submit to statements or examinations under oath and subscribe to the same as **we** may reasonably require. **We** may require that such statements or examinations be recorded and videotaped, as well as conducted individually and outside the presence of witnesses or other **persons** seeking coverage or benefits under this policy.
8. Provide **us** with any personal financial information **we** request for underwriting, policy servicing or claims handling purposes, or provide **us** with written authorization to obtain such information. This includes such information as social security numbers, credit history and any other related information. AssuranceAmerica limits both the collection and use of customer information to the minimum needed to administer **our** business.

Anyone claiming Uninsured/Underinsured Motorist Coverage must:

1. Contact the police within 48 hours, or as soon as is practicable, after the **accident** if a hit and run driver is involved;
2. Promptly send **us** copies of any legal papers if suit is brought; and
3. Comply with all other policy terms under Part III.

Anyone claiming any coverage under this policy must also:

1. Take reasonable steps after **loss** to protect an **insured car** and its equipment from further **loss**. If **you** fail to do so, any further damage will not be covered under this policy. **We** will pay reasonably necessary expenses incurred in providing that protection.
2. Report the total theft of the **car** to the police promptly and as soon as practicable after the **loss**.
3. Allow **us** to inspect and appraise the damage to an **insured car** before its repair or disposal.
4. If a hit and run motorist is involved, adequate proof of loss and a statement under oath must be filed with **us** within 30 days of **our** request.
5. Give **us** information about any lien or encumbrance against the **car** involved in the **accident** or incident giving rise to the damage or **loss**.

If a claim or coverage is partially or fully denied for failure to:

1. Comply with any notice requirement;
2. Perform any of the duties listed above or in this policy; or
2. Otherwise comply with all policy terms;

it will not affect liability coverage required by Arizona law up to the **minimum limits**, for **bodily injury** sustained by a third party in an **accident** caused by an **insured person** under Part I of this policy. If **we** are required to pay any such liability claim, **we** are entitled to reimbursement of, and reserve all rights to indemnity for, payments made and costs incurred by **us**, against any **person** who has committed fraud or misrepresentation, or who has failed to cooperate with **us** by breaching one of these duties or policy terms.

\*□\*□\*□\*□\*□\*□\*□\*□\*□\*□\*□\*

**IN WITNESS WHEREOF**, the Company has caused this policy to be executed and attested.



President



Secretary

### ENDORSEMENTS

When any Endorsement applies, all other terms, limits and conditions of the policy that do not conflict with the terms of the Endorsement shall continue to apply.

THE FOLLOWING NAMED DRIVER NON-OWNED COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-400 APPEARS ON YOUR DECLARATIONS PAGE.

### **NAMED DRIVER, NON-OWNED COVERAGE**

If **you** have elected Named Driver, Non-Owned Coverage, **we** will only cover the permissive use of a "**non-owned car**" by the **named insured**. Any coverage provided under this policy shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits. The following policy changes shall apply:

1. The general policy definition of "**you**" and "**your**" are revised and "**you**" and "**your**" mean the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
2. The definition of "**insured person**" is revised in all parts of the policy and "**insured person**" means the **named insured**. No entity or **person** other than the **named insured** has any insurance under this policy.
3. No coverage applies under the policy for use of any **car** other than the permissive use of a **non-owned car** by a **named insured**.
4. No coverage applies under the policy for any **person** other than the **named insured**.
5. The "**Other Insurance**" clause in every part of this policy is revised and any insurance **we** provide shall be excess over any other applicable insurance, self-insurance or bond providing the same or similar insurance or benefits. However, this will not apply for purposes of Part I - Liability To Others and Part III - Uninsured/Underinsured Motorist Coverage, but only as compared to a liability insurance policy or bond issued to or for an **auto**



**business** that applies to the permissive use of a **non-owned car** used in that **auto business** when that **non-owned car** is being operated by the **named insured** under this policy.

6. No Car Damage Coverage applies under the policy.

#### E-400 (05/2010)

THE FOLLOWING NAMED DRIVER EXCLUSION ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-500 APPEARS ON YOUR DECLARATIONS PAGE.

#### NAMED DRIVER EXCLUSION

If one or more **persons** have been shown on the **Declarations Page** as Excluded Drivers or **you** have elected to exclude any drivers from coverage under this policy, **we** do not provide any coverage under any part of this policy for any **accident** or **loss** that occurs while any Excluded Driver is operating a **car** or any other motor vehicle.

When the Excluded Driver is operating a motor vehicle, no coverage applies for the Excluded Driver or anyone else, **including but not limited to** claims against **you, relatives**, or any other entity or **person** who may be vicariously liable or liable for negligent entrustment with respect to any **accident** or **loss** arising out of the operation of a motor vehicle by any named Excluded Driver.

Driver exclusions shall apply to all renewals, reinstatements after a lapse, continuation and replacement policies unless **you** notify **us** in writing that the election is revoked and **you** pay the additional premium for coverage of that driver.

However, this Named Driver Exclusion will not prevent coverage that would otherwise apply under Uninsured/Underinsured Motorist Coverage.

#### E-500 (05/2010)

THE FOLLOWING LIMITED COVERAGE ENDORSEMENT APPLIES ONLY IF FORM NUMBER E-25 APPEARS ON YOUR DECLARATIONS PAGE.

#### LIMITED COVERAGE ENDORSEMENT

If this Endorsement applies, **you** have elected a low-priced restricted **car** policy with more coverage limitations. **Your** policy is amended and the limitations, restrictions, exclusions and terms described in this endorsement shall also apply. Please read **your** Personal Car Policy and this endorsement carefully.

**Warning:** You must notify **us** of all drivers who **reside** in **your household** and all regular and frequent drivers of any **car** listed on this policy that this is a limited policy. Drivers who **reside** in **your household** but are not listed as drivers on the **Declarations Page** have no coverage under this policy. Coverage under Part I - Liability to Others for use of a **car** by a permissive driver who is not **your relative** does not apply in excess of the **minimum limits** and types of coverage required under state law. The definition of "**insured person**" under Part I is revised to exclude permissive drivers from the definition for any coverage in excess of **minimum limits**.

#### Definitions

1. The definition of "**insured car**" is deleted and replaced by the following when the phrase appears in **bold** print in the policy or any endorsement issued by **us**:

"**Insured car**" means:

- a. Any **car** described on the **Declarations Page**.
- b. Any **car you** acquire to replace a **car** described on the **Declarations Page**, subject to the following conditions:
  - (1) The existing coverages on the **car** replaced will apply to a replacement **car** as of the date it is acquired if **you** notify **us** within 3 days (weekends and legal holidays excluded) of the date it is acquired by **you**. Car Damage Coverage shall not apply to the replacement **car** if **we** do not get notice within those 3 days.
  - (2) A replacement **car** will not be provided more coverage than applied to the **car** it replaced until and unless **you** ask **us** to add coverage and **our** conditions are met. If **you** add coverage or increase limits, that added coverage or increased limit does not apply until after **you** have asked **us** to add the coverage or increase limits.
- c. Any additional **car**, other than a replacement **car**, that **you** acquire during the policy period, but only after:
  - (1) **You** give **us** notice the **car** has been acquired by **you**;
  - (2) **We** agree to insure that **car**;
  - (3) **We** insure all **cars you own**.

No Car Damage Coverage shall apply to an additional **car** until after the time **you** give **us** notice **you** have acquired the **car**, unless it is a replacement **car** and those conditions have been met.

#### LIABILITY TO OTHERS – LIMITED COVERAGE

##### Insuring Agreement

The following is added to the Insuring Agreement in Liability To Others: Notwithstanding anything to the contrary set forth in **your** policy, except where not permitted by law, **our** duty to settle or defend ends when when the limit is paid into a court that has jurisdiction.

### Additional Definition Used In Liability To Others Only-Limited Coverage

The definition of “insured person” and “insured persons” as used in Part I are deleted and replaced with the following:

“Insured person” or “insured persons” means:

1. **You**, with respect to liability arising out of the ownership, maintenance or use of an **insured car**.
2. **You**, while driving a **non-owned car** with permission of its **owner**.
3. Any **person** other than **you** or a **relative** using an **insured car** with **your** express or implied permission, but only up to **minimum limits**.
4. Any other **person** listed as a driver on the **Declaration Page** while driving an **insured car**.
5. A **relative** listed as a driver on the **Declaration Page**, with respect to an **accident** while driving a **non-owned car** with permission of its **owner**.
6. Any Additional Interest shown on the **Declarations Page**, with respect to liability arising out of the use of the **insured car** by a **person** described above. Inclusion of an Additional Interest Insured shall not increase the limit of liability that applies to the operator of the **car**. Coverage for the Additional Interest insured is excess over any other valid insurance. Coverage for an Additional Interest insured is limited to the **insured car** for which the Additional Interest insured has been shown on the **Declarations Page**.

### Exclusions

The following are added to the Exclusions in Liability To Others:

1. Except where prohibited by law, **we** will not defend, and no coverage is provided, for any **person** who **resides in your household** and who has a operator’s or **driver’s license** if that **person** is not listed in **our** records as a driver on the policy. This exclusion does not apply to the portion of damages that is less than or equal to **minimum limits**.
2. Coverage under Liability to Others, including **our** duty to defend, does not apply to any use of a **car** without the express or implied permission of its **owner**.
3. Coverage under Liability to Others, including **our** duty to defend, does not apply for **bodily injury** or **property damage** that results from an **accident** or **loss** that occurs while the insured is committing a felony. This exclusion does not apply to:
  - a. The portion of damages that is less than or equal to **minimum limits**; or
  - b. Any felony codified under the state’s motor vehicle laws.

### Limits of Liability

The following is added to the Limits of Liability in coverage for Liability To Others:

Notwithstanding any limit of liability set forth in the policy, on any endorsement or on the **Declarations Page**, the **minimum limits** is the most **we** will pay for **bodily injury** and **property damage** resulting from an **accident** where the **insured person** is anyone other than **you** or a driver shown on the **Declarations Page**.

### MEDICAL PAYMENTS

#### Additional Terms for Medical Payments

The reference to expenses incurred within 3 years from the date of the **accident** stated Condition 2 is amended, and that reference to “3 years” is deleted and replaced with “1 year”. If any applicable law in the state in which the policy is issued requires a longer minimum time period, the policy will conform to that minimum time period as required by law.

#### Additional Definitions Used in Medical Payments Only

The definition of “insured person” and “insured persons” as used in Medical Payments coverage is deleted and replaced with the following:

As used in Medical Payments coverage, “insured person” or “insured persons” means:

- a. **You**;
- b. Any **relative** listed as a driver on the policy and shown in **our** records;
- c. Any **relative** who is under the legal driving age; or
- d. Any other **person** listed as a driver on the **Declarations Page**; while **occupying an insured car**.

### Exclusions

The following are added to the Exclusions in Medical Payments coverage:

This coverage does not apply for **bodily injury** to any **insured person**:

1. That is caused by, or reasonably expected to result from that **insured person** participating in the commission of a felonious act or any attempt to elude law enforcement personnel by **an insured person**.
2. Sustained while:
  - a. Driving while intoxicated; or
  - b. Driving while under the influence of alcohol or a controlled substance.
3. Cited for driving while impaired or intoxicated in connection with the **accident** that causes the **bodily injury**.

### Other Insurance

The following is added to Other Insurance in Medical Payments Coverage:

If there is applicable insurance, self-insurance, health coverage or benefit program on **bodily injury** covered by this part, this insurance shall be excess to all other insurance, self-insurance coverage and benefit programs that pay for medical expenses or funeral expenses.

If there is any insurance or self-insurance with the same priority as the coverage **we** provide under this part, **we** will not pay more than **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable coverage and benefit limits.

## UNINSURED/UNDERINSURED MOTORISTS

### Additional Definitions Used in Uninsured/Underinsured Motorist Coverage Only

The definition of "insured person" and "insured persons" as used in Uninsured/Underinsured Motorist Coverage is deleted and replaced with the following:

1. As used in Uninsured/Underinsured Motorist Coverage, "insured person" means:
  - a. **You**.
  - b. A **relative**.
  - c. Any other **person** listed as a driver on the **Declaration Page** while driving an **insured car**.
  - d. Any other **person** who uses or is **occupying** an **insured car** with **your** permission, but with limits only up to the **minimum limits** for **bodily injury**.

### Limits of Liability

The following is added to the Limits of Liability in Uninsured/Underinsured Motorist Coverage:

Notwithstanding any limit of liability set forth in the policy, on any endorsement or on the **Declarations Page**, the most **we** will pay for **bodily injury** for an **insured person** other than **you**, a **relative**, or a driver listed on the **Declarations Page**, is the **minimum limits** for **bodily injury**.

## CAR DAMAGE COVERAGE

### Exclusions

The following is added to the Exclusions in Car Damage Coverage:

1. Coverage does not apply to **loss** if the driver of the **insured car** was, at the time of an **accident**:
  - a. Speaking on a cell phone, Blackberry or similar device; or
  - b. Texting, instant messaging or e-mailing on a cell phone, PDA, Blackberry, computer or similar device.
2. Coverage does not apply to **loss** that occurs while the the operator of an **insured car** is committing a felony. This does not apply to:
  - a. Commission of any felony codified under the state's motor vehicle laws by **you** or a **relative**; or
  - b. **Loss** caused by a **person** who has stolen an **insured car**.

3. Coverage does not apply to **loss** to an **insured car** while being operated by a **person** with an operator's or **driver's license** who **resides** in **your household** if that **person** is not a listed driver on this policy in **our** records.

## GENERAL PROVISIONS

### Policy Period, Territory

This policy applies only to **accidents** and **losses** that occur during the policy period as shown on the **Declarations Page** and within the United States of America or Canada.

### **E-25 (03/09)**

THE FOLLOWING AMENDATORY ENDORSEMENT APPLIES ONLY IF FORM NUMBER AZ15 APPEARS ON YOUR DECLARATIONS PAGE.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **AMENDATORY ENDORSEMENT - ARIZONA**

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

### Cancellation and Non-Renewal

The 3<sup>rd</sup> paragraph in the **Cancellation and Nonrenewal** section which enumerates reasons **we** may cancel **your** policy is revised as follows:

**We** may cancel this policy for any lawful reason during the first 59 days of the first policy period. After this policy is in effect for 60 days, or if this is a renewal policy, **we** may cancel only for one or more of the following reasons:

1. The **failure to pay premium** or any installment of the premium;
2. For fraudulent misrepresentation when applying for this policy;
3. The loss of driving privileges through suspension or revocation of **your** operator's license or motor vehicle registration, or that of a principal operator of **your insured car** during the policy period;
4. The **named insured**, any **person** who **resides** in the same **household** as the **named insured** and customarily operates an **insured car**, or any other person who regularly and frequently operates an **insured car**:
  - a. Becomes permanently disabled, either physically or mentally, and that **person** does not produce a certificate from a doctor or a registered nurse practitioner testifying to that **person's** ability to operate a motor vehicle.

- b. Is or has been convicted during the 36 months immediately preceding the effective date of the policy or during the policy period of:
  - (1) Criminal negligence resulting in death, homicide or assault and arising out of the operation of a motor vehicle;
  - (2) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
  - (3) Leaving the scene of an **accident**;
  - (4) Making false statements in an application for a driver license; or
  - (5) Reckless driving; or
- c. Uses an **insured car** regularly and frequently for commercial purposes;
- 5. **We** are placed in rehabilitation or receivership by:
  - a. The insurance supervisory official in our state of domicile; or
  - b. A court of competent jurisdiction;
- 6. The director of insurance:
  - a. Has suspended **our** certificate of authority due to a financially hazardous condition; or
  - b. Determines that the continuation of the policy would:
    - (1) Place us in violation of the laws of this state; or
    - (2) Jeopardize **our** solvency; or
- 7. The **named insured**, any **person** who **resides** in the same **household** as the **named insured** and who customarily operates an **insured car** under the policy or any other person who regularly and frequently operates an **insured car** uses an **insured car** to provide transportation network services unless, while the driver is logged in to the transportation network company's digital network or software application to be a driver or is providing transportation network services, the **named insured** either:
  - a. Has procured an endorsement to the private passenger policy that expressly provides such coverage; or
  - b. Is covered by a motor vehicle liability insurance policy issued by another insurer expressly providing such coverage.

**AZ15 (03/16)**