ARIZONA
PERSONAL AUTO POLICY

WARNING: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act. This is a crime and subjects such person to criminal and civil penalties.

MEXICO INSURANCE

The coverages for your covered auto provided by this policy are NOT extended to accidents or losses occurring within Mexican Territory. This policy applies only to accidents and losses which occur during the policy period as shown in the policy Declarations Page, and within the policy territory. The policy territory is the United States of America and Canada.

WARNING: Unless you have automobile insurance written by a Mexican Insurance Company, you may spend many hours or days in jail, if you have an accident in Mexico. If you plan on operating a vehicle in Mexico, you should strongly consider purchasing automobile insurance for the vehicle from a company licensed under the laws of Mexico to write such insurance. Doing so could help you avoid complications and penalties that can be imposed under the laws of Mexico, which can include impoundment of your automobile.

IMPORTANT: Please read your Personal Auto Policy carefully. It contains language which may restrict or exclude coverage. The policy specifically addresses who may use your vehicle, and under which conditions coverage will be afforded.

Coverage provided by:

United Insurance Company
P.O. Box 970069
Orem, UT 84097

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POLICY AGREEMENT

This Personal Auto Policy is a binding contract between **you** and **us**. The contract includes the **Declarations Page**, all endorsements, the **application**, the Personal Auto Policy, and all attachments. If **your premium payment** is paid, **we** will insure **you** subject to the terms of this policy. The **Declarations Page** shows a premium for each type of coverage that **you** purchased. The selected coverages in this policy apply only to occurrences which take place while the policy is in force. The terms of this policy cannot be modified by any oral agreement. Any waiver or change of any provision of this policy must be in writing by **us** to be valid.

YOUR DUTIES IN CASE OF AN ACCIDENT OR LOSS

In the event of an **auto accident** or **loss**, **you** or any person claiming coverage under this policy must:

1. Notify **us** promptly, within thirty (30) days, or as soon as possible. **You** must provide **our** claims office with notification of the **auto accident** or **loss** during business hours. The notice must give the time, place, and circumstances of the **auto accident** or **loss**. Such notice must also give the license plate numbers of the **vehicles** involved, as well as the names and addresses of injured persons and witnesses. **YOUR** FAILURE TO PROMPTLY REPORT A **LOSS**, OR AN **AUTO ACCIDENT**, TO **US** MAY JEOPARDIZE **YOUR** COVERAGE UNDER THIS POLICY.

2. Cooperate with **us** in any matter concerning a claim or a suit.

3. Provide **us** access, as often as **we** may reasonably require, to the recorded data contained within the **insured auto's** event data recorder (EDR), global positioning system (GPS), or similar device, in connection with any matter concerning an **auto accident**, a claim or a suit.

4. Submit to physical examination at **our** expense, by doctors **we** select, as often as **we** may reasonably require, and authorize **us** to obtain medical and other records.

5. Provide any written proof of **loss**, under oath, that **we** may require.

6. Neither admit fault, assume any obligation, nor agree to incur any expense in connection with any claim or **auto accident**.

7. Attend hearings, depositions, and trials as **we** or a court may require.

8. Promptly send to **us** any legal papers received to any claim or suit.

9. Submit to statements or examinations under oath, and subscribe to the same, as often as **we** may require.

10. Allow **us** to take signed or recorded statements when and as often as **we** may require.

A person claiming coverage for **property damage** must take reasonable steps after the **auto accident** to protect the property from any further **loss**. A person claiming coverage for **loss** or for damage to the **insured auto** must do the same. **We** will pay for reasonable expenses that are incurred for that protection. In case of any theft or vandalism of the **insured auto**, **you** must promptly file a written report with the appropriate law enforcement agency. **You** must also allow **us** to inspect and appraise the damaged property before its repair, alteration, or disposal.

YOUR FAILURE TO COMPLY WITH ANY OR ALL OF THE LISTED CONDITIONS ABOVE MAY RESULT IN **OUR** REFUSAL TO EXTEND TO **YOU** ANY PROTECTION UNDER THIS POLICY FOR AN **AUTO ACCIDENT** OR **LOSS**.

DEFINITIONS USED THROUGHOUT THIS POLICY

Unless defined differently elsewhere in this policy, the words and the phrases listed below shall have the following meanings, and shall appear in **bold** print:

1. **Additional auto** means an **auto** that **you** become the **owner** of and that **you** get or purchase during the policy period, and under this policy **we** insure all **autos you** own or lease for a term of at least six months. To qualify as an **additional auto** under this policy, any newly acquired **auto** must be an acceptable risk to **us** under **our** underwriting guidelines.

2. **Application** means the form titled Auto Insurance Application that contains the statements, the coverage options, and the agreements that form a part of this policy.

3. **App-based delivery** means the use of any **vehicle** by any **insured person** in connection with a **delivery network company**. **App-based delivery** takes place from the time an **insured person** logs on to or signs in to any:
    a. electronic device;
    b. digital application; and/or
    c. digital platform

    until the time an **insured person** logs out of or signs off of any such electronic device, application or platform, including, but not limited to, while en route to pick-up or to deliver goods, people, food or any other products to a customer.

4. **Auto** means a licensed and registered motorized four-wheel land **vehicle** of the private passenger type and that is intended for use on public roads. **Auto** includes a pickup, a van, or a sport utility **vehicle** that has a Gross Vehicle Weight rating of 10,000 pounds or less that is not used in any **business** other than farming or ranching. **Auto** does not include vehicles with more than four wheels such as dual rear wheel vehicles that contain two pairs of rear wheels for a total of six. **Auto** does not include motorcycles, midget cars, golf carts, tractors, farm machinery, ATVs, UTVs, pocket bike, motorized tricycle, motorized scooters, mopeds, motorized boards, any **vehicle** operated on rails or crawler treads, or any **vehicle** used as a residence or premises.

5. **Auto accident** means a sudden, unexpected, and unintended event causing **bodily injury** or **property damage**. The **auto accident** must arise out of the ownership, the maintenance, or the use of an **auto**. Coverage under this policy shall not apply if the **auto accident** or its consequences were either intended or could have reasonably been expected from the viewpoint of a reasonable and prudent person. All **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **auto accident**.

6. **Auto business** means the business of selling, leasing, repairing, servicing, delivering, testing, road testing, towing, storing, or parking **vehicles** or **trailers**.

7. **Bodily injury** means injury to the body, including sickness or disease that results in impairment of physical condition, including death that results there from, which is caused solely by an **auto accident** covered under this policy and which occurs while the policy is in force.

8. **Business** means a trade, profession, occupation, course of employment, job, or commercial use of any kind. This shall not include the use of the **insured auto** to carry tools and supplies between **your** home and job site.

9. **Crime** means any felony. This includes any attempt to elude law enforcement personnel.

10. **Declarations Page** means the document that **you** receive from **us** listing:
    a. the types of coverage **you** have selected;
    b. the limit for each coverage;
    c. the cost for each coverage;
    d. the deductibles;
    e. the specified **autos** covered by this policy;
    f. the types of coverage for each such **auto**; and
    g. other information applicable to this policy.

11. **Delivery network company** means a company or an organization that provides and/or facilitates delivery services through the use of any:
    a. electronic device;
    b. digital application; and/or
    c. digital platform by digitally connecting customers with individuals and/or with businesses in exchange for:
    d. delivery charge;
    e. gratuity; and/or
    f. any other type of compensation.

12. **Insured auto** means:
    a. The **auto owned** by **you** as described and listed on the **Declarations Page**.
    b. A **replacement auto**. **You** must notify **us** within fourteen (14) days of **your** acquisition of the **replacement auto** for it to be considered the **insured auto**. The **replacement auto** will have the broadest coverage, except for Part D - Coverage for Damage to the Insured Auto, which **we** now provide for the **auto** being replaced. This applies only if **you** notify **us** within the fourteen (14) day period following the acquisition of the **replacement auto**. If the **auto** being replaced has coverage under Part D - Coverage for Damage to the Insured Auto, **you** must notify **us** within five (5) days of the date **you** either become **owner** of the **replacement auto** or **you** take physical possession of the **replacement auto**, whichever comes first, to continue this coverage for the **replacement auto**. If the **auto** being replaced does not have coverage under Part D, **we** will add this coverage for the **replacement auto** effective only after **you** ask **us** to do so. All insurance for the **auto** being replaced ends when **you** take delivery of the **replacement auto**.

c. An **additional auto**. **You** must notify **us** within seven (7) days of **your** acquisition of the **additional auto** for it to be considered the **insured auto**. These provisions apply only if on the date **you** acquire the **additional auto we** insure all **vehicles you** own and **you** ask **us** to insure the **additional auto** within seven (7) days of the date **you** acquire it. The **additional auto** will have the broadest coverage, except for Part D - Coverage for Damage to the **insured auto**, **we** now provide on **your** policy only if **you** notify **us** within the seven (7) day period following the acquisition of the **additional auto**. If any **auto** listed on the **Declarations Page** has coverage under Part D - Coverage for Damage to the **insured auto**, **you** must notify **us** within four (4) days of the date **you** either become **owner** of the **additional auto** or **you** take physical possession of the **additional auto**, whichever comes first, to continue coverage under Part D for the **additional auto**. If no **auto** listed on the **Declarations Page** has coverage under Part D, **we** will add coverage for the **additional auto** effective after **you** ask **us** to do so.

d. A **substitute auto**. A **substitute auto** is provided the same coverage as the **auto**, which it temporarily replaces. Any **auto** leased by **you** under a written agreement for a continuous period of at least six (6) months shall be deemed to be **owned** by **you**. To qualify as a **substitute auto** under this policy, the **auto** must be an acceptable risk to **us** under **our** underwriting guidelines.

13. **Minimum Statutory Limits** means the minimum policy limits for **vehicle** liability coverage required by the law of the **State** of Arizona.

14. **Occupying** means in, upon, entering into, or exiting from.

15. **Owned** means to:
    a. hold actual legal title to the **vehicle**;
    b. have legal possession of the **vehicle** that is subject to a conditional sale agreement or mortgage; or
    c. have legal possession of the **vehicle** that was leased to that person.

16. **Owner** means any person who, with respect to a **vehicle**:
    a. holds legal title to the **vehicle**;
    b. has legal possession of the **vehicle** that is subject to a conditional sale agreement or mortgage; or
    c. has legal possession of the **vehicle** that is leased to that person.

17. **Personal vehicle sharing program** means:
    a. a business;
    b. an organization;
    c. a network; or
    d. a group that facilitates the sharing of private passenger motor **vehicles** for use by any individuals or businesses.

18. **Premium payment** means the actual receipt of cash funds by **us**.

19. **Property damage** means physical damage to tangible property, including destruction or loss of its use, and which is caused solely by an **auto accident** covered under this policy and occurring while the policy is in force.

20. **Racing** means participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not. **Racing** also includes preparation for the contest or activity.

21. **Relative** means any person who is related to **you** by blood, marriage, or adoption, including a ward or foster child, who lives in **your** household, whether or not temporarily living elsewhere. **Relative** includes a minor under **your** guardianship who lives in **your** household.

22. **Replacement auto** means an **auto** that **you** become the **owner** of and that **you** acquire or purchase during the policy period to replace an **auto** described on the **Declarations Page** because of:
    a. Termination of **your** ownership interest in an **auto** described on the **Declarations Page**; or
    b. Mechanical breakdown, theft, deterioration or total loss of an **auto** described on the **Declarations Page**, rendering it permanently inoperable.

23. **Resident** means a person who is living in **your** household, other than **you** or a **relative**.

24. **Ride-sharing** means the use of any **auto** by any **insured person** in connection with a **transportation network company** from the time an **insured person** logs on to or signs in to any:
    a. electronic device;
    b. digital application; or
    c. digital platform

    that connects or matches driver(s) with passenger(s) until the time an **insured person** logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).

25. **State** means the District of Columbia and any **state** of the United States of America.

26. **Substitute auto** means an **auto you** use temporarily while an **auto** described on the **Declarations Page** is not available for use. Use of the **substitute auto** must result directly from servicing, repair, theft, destruction, or malfunction of the **auto** described on the **Declarations Page**. **Substitute auto** does not include any **vehicle owned** by **you**, a **resident** or a **relative**, or that is regularly available to **you**, a **resident** or a **relative**.

27. **Trailer** means a device or a **vehicle** that is:
    a. not self-propelled; and
    b. designed to be towed by an **auto**, including a farm wagon or farm implement, while being towed by an **auto**.

    A mobile home, a travel **trailer**, a **vehicle** that can be lived in or one that is self-propelled, is not a **trailer**.

28. **Transportation network company** means a company or organization facilitating and/or providing transportation services using an electronic or digital application or platform to connect or match passengers with drivers for compensation or a fee.

29. **Vehicle** means a surface transportation device which is used for conveying goods, passengers, or equipment.

30. **We**, **us**, and **our** mean the company shown on the **Declarations Page**.

31. **You** and **your** means the person named and identified on the **Declarations Page** as the named insured.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

If the **Declarations Page** shows a premium charged for this coverage, **we** will pay damages for **bodily injury** and **property damage** for which an insured person is legally liable because of an **auto accident**. **Our** maximum limit of liability will be the policy limits stated on the **Declarations Page**. **We** will not cover punitive or exemplary damages.

We will settle or defend, as **we** consider appropriate, any claim or action which is covered under the policy. **Our** duty to settle or to defend ends when **our** limit of liability for this coverage has been exhausted by payment of judgment(s) or settlement(s). **We** have no duty to settle or to defend any claim or action that is not covered under the policy.

ADDITIONAL DEFINITIONS USED IN PART A ONLY

As used in this part:

Insured person means:

1. **You**, for the ownership, the maintenance or the use of:
    a. the **insured auto**;
    b. any **auto** or **trailer**; or
    c. a pickup or van that has no more than four wheels and a Gross Vehicle Weight rating of 10,000 pounds or less.

2. Any **relative** or **resident** for the maintenance or the use of the **insured auto** that has not been excluded from coverage.

3. For the **insured auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any **auto** or **trailer**, other than the **insured auto**, any other person or organization, but only with respect to legal responsibility for **your** acts or omissions. This provision applies only if the person or the organization does not own or hire the **auto** or the **trailer**.

ADDITIONAL BENEFITS - PART A ONLY

When **we** defend an **insured person** under this Part, **we** will provide the following benefits:

1. **We** will pay the costs that **we** incur to investigate the **auto accident**.

2. **We** will pay the costs that **we** incur to arrange for the settlement of any claim or action.

3. As **we** deem appropriate, **we** will defend the **insured person**, hire and pay a lawyer, and pay all defense costs. **We** have no duty to defend any claim or any action not covered under this policy.

4. As **we** deem appropriate, **we** will pay the costs that **we** incur to investigate and settle any claim or action.

5. **We** will pay interest calculated on that part of a judgment that is within **our** limit of liability and accruing before the judgment, where owed by law, and until **we** pay, offer to pay, or deposit in court the amount due under this coverage.

6. **We** will pay the interest that accrues after a judgment is entered against an **insured person** and before **we** have offered to pay, or deposited into court, sums that are not more than **our** limit of liability, on damages awarded in a suit **we** defend.

7. **We** will reimburse any other reasonable costs which an **insured person** incurs at **our** request. This amount shall not exceed $35 per day.

To receive an additional benefit under this section, **you** must submit a claim and provide proof of entitlement thereto.

EXCLUSIONS - PART A ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover:

1. **Bodily injury** or **property damage** covered by a nuclear energy liability policy. This exclusion applies even if the limits of that policy are exhausted. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

2. **Bodily injury** or **property damage** caused by an intentional act of that **insured person**, or at the direction of that **insured person**, even if the actual injury or damage is different than that which was intended or expected. This exclusion will not apply to **property damage** to the extent of any legal interest held by **you** or a **relative** in the property if:
    a. the loss is caused by an act of domestic violence, as defined by Arizona law, by another insured person; and
    b. the person claiming the interest in the property damage:
        i. cooperates in any investigation relating to the loss; and
        ii. did not cooperate in, direct, or contribute or consent to the intentional act causing the loss.

3. **Bodily injury** or **property damage** that result from the maintenance or the use of an **auto** without the **owner's** express or implied permission.

4. Liability for any **bodily injury** or **property damage** assumed by, or imposed on, an **insured person** under any agreement, contract or bailment.

5. **Bodily injury** to an **insured person's** employee, except to a domestic employee, which arises out of or in the course of employment.

6. **Bodily injury** to an **insured person's** co-worker occurring in the course of employment, if such injury arises out of that person's use of a **vehicle** in any **business**. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

7. **Bodily injury** occurring during the course of employment if benefits are payable or are available under a workers' compensation law or similar law.

8. **Bodily injury** or **property damage** that results from the ownership, maintenance, or use of a **vehicle** while it is used:
    a. to transport persons or property for a fee or compensation;
    b. for **app-based delivery**; or
    c. in the course and scope of employment or engaged in any **business**-related activity.

    This exclusion does not apply to shared-expense car pools or to use by an **insured person** of a motor **vehicle** in the course of an **insured person's** volunteer work for a tax-exempt organization. **We** will not consider a car-pooling service that a **transportation network company** facilitates to be a traditional shared-expense carpool. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

9. **Bodily injury** to **you**, a **relative**, or an **insured person** while driving the **insured auto**.

10. **Bodily injury** to **you**, a **resident** or a **relative** arising out of the ownership, the maintenance or use of the **insured auto**. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

11. **Property damage** to property that is **owned** by transported by, or in the care, custody or **control** of an **insured person**.

12. **Bodily injury** or **property damage** that arises out of the operation of equipment or machinery that is not listed on the **Declarations Page**.

13. Damage to property that an **insured person** rents, uses, or has charge of, except a residence or private garage. This also includes loss of its use.

14. **Bodily injury** or **property damage** that results from the ownership, the maintenance or use of any **vehicle** other than the **insured auto**, which is **owned** by, or furnished or available for the regular use of **you**, a **relative**, or a **resident**.

15. **Bodily injury** or **property damage** arising out of an **insured person's** ownership, maintenance, or use of any **vehicle** designed mainly for use off public roads. This includes motorcycles, ATVs, UTVs, motorized tricycles, motorized scooters, mopeds, or any motorized board.

16. **Bodily injury** or **property damage** incurred while the **insured auto** is being leased or is rented to others. This exclusion applies whether or not the **insured auto** is being leased or rented to others as part of a **personal vehicle sharing program**. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

17. **Bodily injury** or **property damage** caused by a war (declared or undeclared), civil war, insurrection, rebellion, revolution, or riot.

18. **Bodily injury** or **property damage** sustained by any person while **occupying** any **vehicle** located for use or being used as a residence or premises.

19. **Bodily injury** or **property damage** that results from the ownership, the maintenance, or the use of a **vehicle** or **trailer** by any person while in the course and scope of employment or engaged in any **business**. This exclusion includes use of a **vehicle** for delivery of goods or services arising out of any **business**-related activity. This exclusion does not apply if **business** use of the **insured auto** has been declared by **you** and an additional premium has been paid. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

20. **Bodily injury** or **property damage** that results from an **auto business**. However, this exclusion does not apply to **you** when the **bodily injury** or **property damage** arises out of **auto business** operations conducted by someone other than **you**, a **relative** or **resident**.

21. **Bodily injury** or **property damage** incurred while the **insured auto** is used for towing a **trailer**. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

22. **Bodily injury** or **property damage** that results from the use of the **insured auto** by a person or persons specifically excluded by endorsement.

23. **Bodily injury** or **property damage** arising out of the ownership, the maintenance, the use, loading or un-loading of any haul-away, tank truck, or tank trailer when used with a **vehicle** that is not listed on the **Declarations Page**, which is **owned**, hired or held for sale by the **insured person**. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

24. **Bodily injury** or **property damage** benefits payable under the "No Fault Laws" of any **state**. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

25. **Bodily injury** or **property damage** that results from the ownership, the maintenance or the use of a **vehicle** with more than four wheels and/or has a Gross Vehicle Weight rating of more than 10,000 pounds. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

26. **Bodily injury** or **property damage** that results from the ownership, maintenance or use of a **vehicle** in any organized or un-organized **racing** event. This exclusion shall apply to amounts of coverage above the **minimum statutory limits**.

27. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **vehicle** or **trailer** while being used for any **ride-sharing activity**.

LIMITS OF LIABILITY - PART A ONLY

As to any **insured person**, the limits of liability shown on the **Declarations Page** shall apply. **We** will pay these limits of liability as follows:

1. The **bodily injury** limit for "each person" is the most **we** will pay for all damages that result from **bodily injury** sustained by one person in one **auto accident**. This includes damages for derivative claims. Derivative claims include claims for care, loss of services, and loss of consortium. Damages for derivative claims will be payable only under the same "each

person" limit of liability as the **bodily injury** from which they are derived.

2. The **bodily injury** limit for "each accident" is the most **we** will pay for all damages that result from **bodily injury** sustained by more than one person in one **auto accident**. It includes all damages for care, **medical expenses**, loss of services, loss of society, comfort, companionship, loss of consortium, and any other damages in any way arising out of or deriving from such **bodily injury**.

3. The **property damage** limit for "each accident" is the most that **we** will pay for all damages to property in one **auto accident**. This includes loss of its use or loss of value.

We will not pay **bodily injury** or **property damage** for any amount in excess of the **minimum statutory limits** of the **state** where the **auto accident** occurs and arising out of the use of the **insured auto** while the insured person is in the commission of a **crime**. This includes intoxication from alcohol or drugs.

This is the most **we** will pay regardless of the number of premiums or **autos** listed on the **Declarations Page**, **insured persons**, claims, claimants, policies, or **vehicles** involved in the **auto accident**. Any amount paid or payable under this coverage to or for an **insured person** will be reduced by any payment made to that person under Part B - Medical Payments Coverage or Part C – Uninsured and Underinsured Motorist Coverage of this policy when the **insured person** receives full compensation for the **bodily injury**.

FEDERAL TORT CLAIMS ACT EXCLUSION

The following are not **insured person(s)** under Part A of the policy:

1. The United States of America or any federal agency.

2. Any person for **bodily injury** or **property damage** that results from a person acting in the scope of employment for the United States of America or any federal agency when the provisions of the Federal Tort Claims Act apply.

As used herein, "federal agency" means a federal agency as defined in the Federal Tort Claims Act.

CONFORMITY WITH STATE FINANCIAL - RESPONSIBILITY LAWS

When **we** certify this policy as proof under a **state** financial responsibility law, it will comply with that law to the extent of the coverage and limits of liability required by that law.

If **we** make a payment that **we** would not be required to make except for the provisions of this section of the policy, including the policy exclusions and other provisions applicable to Part A - Liability Coverage, **you** agree to reimburse **us** for any such payment.

This policy is not intended as proof under any **state** financial responsibility laws, other than this **state**. The terms, conditions and exclusions as written will apply in any **state** where the loss may occur.

OUT OF STATE INSURANCE

We will increase the policy limits to the required minimum limits of that **state** that requires a minimum financial responsibility limit for nonresidents. This shall occur if an **insured person** is operating an **auto** in that **state**. No person shall be entitled to duplicate payments for the same element of loss.

OTHER INSURANCE - PART A ONLY

We will pay **our** proportionate share of damages and reasonable and necessary attorney fees and costs as **our** limit of liability bears to the total of all applicable liability limits. This is if a primary duty to defend exists under this policy and other applicable liability insurance exists. Coverage for newly acquired **autos** does not apply where there is other valid and collectible insurance.

However, any insurance **we** provide for an **auto you** do not own will be primary insurance if the **auto** is insured under a policy affording coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, road testing, parking, towing or storing motor **vehicles**. This applies only if **you** are operating the **vehicle** and are neither the person engaged in such business nor that person’s employee or agent.

Any insurance that **we** provide for the **insured auto,** or for any **auto you** do not own, shall be excess to that of a person engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking, towing or storing motor **vehicles**, if the **auto accident** occurs while the **vehicle** is being operated by that person's employee or agent.

If **you**, a **relative** or a **resident** has other insurance against an **auto accident** covered by this Part, **we** will not pay a greater proportion of the damages than the applicable limit of liability stated on the **Declarations Page** bears to the total applicable limits of liability of all valid and collectible insurance against any such **auto accident**. However, any insurance **we** provide for a **vehicle you** do not own, including any **vehicle** while used as a **substitute auto** for **your insured auto**, shall be excess over any other collectible insurance.

PART B – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If the **Declarations Page** shows a premium charged for this coverage, **we** will pay reasonable and necessary **medical expenses**, not to exceed the limits shown on the **Declarations Page**, incurred as a result of **bodily injury** caused by an **auto accident** and sustained by an **insured person**. Coverage under this Part shall not apply if the **auto accident** or its consequences were either intended or could have reasonably been expected.

We will pay only for those **medical expenses** incurred for services which are rendered within one year from the date of the **auto accident**.

ADDITIONAL DEFINITIONS USED IN PART B ONLY

As used in this Part:

1. **Acupuncture** means the treatment of pain or disease by inserting the tips of needles at specific points on the skin.

2. **Auto accident** shall also mean an occurrence involving an **insured person**, and it must involve the actual physical impact of the **vehicle** or the **insured person** with another object in order for coverage under this Part to apply.

3. **Insured person** means:
    a. **You**, any **relative**, or any **resident** while **occupying** or through being struck by a highway **vehicle** or **trailer**.
    b. Any other person using the **insured auto** with **your** express or implied permission to do so and within the scope of **your** permission. Such person must not be a **relative** or other person who is a **resident** of **your** household, unless **you** have notified **us** before the **auto accident** that such **relative** or **resident** is an operator.
    c. Any occupants of the **insured auto** while the **vehicle** is being operated by a person authorized under this definition.

    As used in this Part, occupants regularly residing in **your** household under the age of fifteen (15) years of age will be considered **insured persons**.

4. **Medical expenses** means **usual and customary charges** incurred for reasonable and necessary services rendered to or on behalf of an insured person within one year from the date of the **auto accident** for: medical, surgical, x-ray, and dental services when performed by a licensed medical professional; pharmaceuticals; prosthetic devices; eye glasses; necessary ambulance, hospital, and professional nursing services when prescribed by a licensed medical professional; and funeral services (funeral, burial or cremation expenses incurred).

    Reasonable **medical expenses** do not include expenses:
    a. For treatment, services, products or procedures that are:
        i. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
        ii. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the **bodily injury**; or
    b. Incurred for:
        i. The use of **thermography** or other related procedures of similar nature;
        ii. The use of **acupuncture** or other related procedures of a similar nature;
        iii. The use of chiropractic care or other related procedures of a similar nature; or
        iv. The purchase or the rental of equipment not primarily designed to serve a medical purpose.

5. **Thermography** means a diagnostic technique in which an infrared camera is used to measure temperature variations on the surface of the body.

6. **Usual and customary charge** means an amount that **we** determine that represents a customary charge for services in the geographical area in which service is rendered. **We** shall determine the customary charge through the use of independent sources of **our** choice.

UNNECESSARY MEDICAL EXPENSES

If the **insured person** incurs **medical expenses** for services that **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those expenses.

If the medical service provider sues the **insured person**, because **we** refuse to pay for **medical expenses** that **we** deem to be unreasonable or unnecessary, **we** will pay the resulting defense costs, and any resulting judgment against the **insured person**, subject to the limit of liability for this coverage. **We** will choose the counsel. **We** will also pay reasonable expenses, including loss of earnings up to $35 per day, incurred at **our** request.

The **insured person** may not sue **us** for **medical expenses we** deem to be unreasonable or unnecessary unless the **insured person** paid the entire disputed amount to the medical service provider or the medical service provider has initiated collection activity against the **insured person** for the unreasonable or unnecessary expenses.

EXCLUSIONS - PART B ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover **bodily injury**:

1. That results from a nuclear reaction, radiation, or fallout.

2. Covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.

3. That results from the maintenance or the use of any **vehicle** without the express or implied permission of the **owner**.

4. To an **insured person's** employee which arises in the course of employment. Unless coverage is required under workers' compensation, disability benefits, or similar laws, **we** will provide coverage for an **insured person's** domestic employee injured in an **auto accident** in the course of employment.

5. To an **insured person's** co-worker occurring in the course of employment if such injury arises out of the **insured person's** use of a **vehicle** or **trailer** in the **business** of **the insured person's** employer.

6. That results from the ownership, maintenance, or use of a **vehicle** while it is used:
   a. to transport persons or property for a fee or compensation;
   b. for **ride-sharing**; or
   c. for **app-based delivery**.

   This exclusion does not apply to shared-expense car pools or to use by an **insured person** of a motor **vehicle** in the course of an **insured person's** volunteer work for a tax-exempt organization. **We** will not consider a car-pooling service that a **transportation network company** facilitates to be a traditional shared-expense car pool.

7. Arising out of the operation of equipment or machinery not listed on the **Declarations Page**.

8. That results from the ownership, the maintenance or use of any **vehicle** other than the **insured auto**, which is **owned** by, furnished or available for the regular use of **you**, a **relative**, or a **resident**, or a nonresident spouse.

9. Arising out of the ownership, the maintenance or use of any **vehicle** other than one with four wheels.

10. That results from the ownership, the maintenance or use of a **vehicle** in any organized or un-organized **racing** event.

11. That results from any **auto business**.

12. That results from the ownership, maintenance, or use of a **vehicle** by a person employed or engaged in any **business-**related activity other than an **auto business**. This exclusion does not apply if **business** use of the **insured auto** has been declared by **you** and an additional premium has been paid.

13. Incurred while the **insured auto** is being leased or rented to others. This exclusion applies whether or not the **insured auto** is being leased or rented to others as part of a **personal vehicle sharing program**.

14. That results from the use of a **vehicle** for snow removal.

15. Sustained while **occupying** any **vehicle** located for use or being used as a residence or premises.

16. Sustained by **you**, a **relative**, or a **resident** while the **insured auto** is being operated by any **resident** or **relative** not listed by **you** on the **application** or otherwise disclosed to **us** and listed on the **Declarations Page** before the **auto accident**.

17. Sustained as a result of the use of a **vehicle** by a person or persons specifically excluded by endorsement.

18. Sustained from any source other than an **auto accident**.

19. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, or riot.

20. Occurring during the course of employment if benefits are payable or available under a worker's compensation law or similar law.

21. Sustained by any person while **occupying** the **insured auto** without **your** express permission or beyond the scope of **your** permission.

22. While in the commission of a **crime** or while driving while intoxicated or driving while impaired.

23. Caused by a **vehicle** driven by a person:
    a. Under the minimum age to obtain a license to operate a **vehicle** in the **state** in which the **vehicle** is licensed; or
    b. Under fifteen (15) years of age.

24. Sustained by any person as a result of the:
    a. operation;
    b. maintenance; or
    c. use

    of the **insured auto** as part of a **personal vehicle sharing program**.

25. Sustained by any person while operating or **occupying** a motorcycle, midget car, golf cart, tractor, farm machinery, ATV, UTV, motorized tricycle, pocket bike, motorized scooter, moped, any motorized board, or any **vehicle** operated on rails or crawler treads.

LIMITS OF LIABILITY - PART B ONLY

We will pay no more than the limit of liability shown for this coverage on the **Declarations Page** to or for each **insured person** as the result of any one **auto accident**. This applies regardless of the number of premiums or motor **vehicles** listed on the **Declarations Page**, **insured persons**, claims, claimants, policies, or **vehicles** involved in the **auto accident**. Any amount that is paid or payable under this coverage to or for an **insured person** will be reduced by any payment made to that **insured person** under Part A - Liability Coverage or Part C - Uninsured and Underinsured Motorist Coverage of this policy when the **insured person** receives full compensation for the **bodily injury**.

We will make no payment under this Part B – Medical Payments Coverage of the policy unless the **insured person** or the **insured person's** legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that **insured person** receives under Part A – Liability Coverage or Part C - Uninsured Motorist and Underinsured Motorist Coverage of this policy when the **insured person** receives full compensation for the **bodily injury**. In no event will an **insured person** be entitled to receive duplicate payments for the same element of loss.

OTHER INSURANCE - PART B ONLY

Any payment **we** make under this Part to an **insured person** shall be excess over any:

1. Other available **auto** medical payments insurance;

2. Medical, surgical, hospital or funeral services benefit or reimbursement plan;

3. Individual, blanket or group accident, disability or hospitalization insurance; or

4. Premises medical payments insurance.

In no event will an **insured person** be entitled to receive duplicate payments for the same element of loss.

PART C – UNINSURED MOTORIST BODILY INJURY AND UNDERINSURED MOTORIST BODILY INJURY COVERAGE

INSURING AGREEMENT – UNINSURED MOTORIST BODILY INJURY COVERAGE

In exchange for **your premium payment**, **we** will pay damages not to exceed the limits shown on the **Declarations Page**, which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury** caused by an **auto accident** and sustained by such **insured person**. **We** will only pay for compensatory damages. The **bodily injury** must be caused by an **auto accident** and must arise out of the ownership, the maintenance or **use** of the **uninsured motor vehicle**. **We** will not cover punitive or exemplary damages. If suit is brought to determine legal liability or damages without **our** written consent, **we** are not bound by resulting judgment.

INSURING AGREEMENT – UNDERINSURED MOTORIST BODILY INJURY COVERAGE

In exchange for **your premium payment**, **we** will pay damages not exceeding the limits shown on the **Declarations Page**, which an **insured person** is legally entitled to recover from the **owner** or operator of an **underinsured motor vehicle** because of **bodily injury** caused by an **auto accident** and sustained by such **insured person**. **We** will only pay for compensatory damages. The **bodily injury** must be caused by an **auto accident** and must arise out of the ownership, maintenance or **use** of the **underinsured motor vehicle**. **We** will pay under this coverage only after the limits of liability under all applicable **bodily injury** liability bonds or policies have been exhausted by payment of judgments or settlements. **We** will not cover punitive or exemplary damages.

No judgment for damages arising out of a suit brought against the **owner** or operator of an **underinsured motor vehicle** is binding on **us** unless **we** received a reasonable notice of the filing of the suit that results in the judgment and had a reasonable opportunity to protect **our** interests in the suit.

ADDITIONAL DEFINITIONS USED IN PART C ONLY

As used in this Part:

1. **Insured person** means **you**, a **relative**, a **resident** or any other person who is **occupying your insured auto** with **your** express or implied permission.

2. **Uninsured motor vehicle** means a land motor **vehicle** or **trailer** of any type which is:
   a. Not insured by a liability bond or policy at the time of the **auto accident**.
   b. Insured by a **bodily injury** liability bond or policy at the time of the **auto accident**, but the **bodily injury** liability limit is less than the **minimum statutory limits**.
   c. A hit-and-run or phantom **vehicle** whose operator or **owner** cannot be identified and which hits or causes an **auto accident** without hitting:
      i. **You**, a **relative** or any **resident**;
      ii. An **auto** which **you**, a **relative** or any **resident** are **occupying**; or
      iii. The **insured auto**.
      If there is no physical contact with the hit-and-run or phantom **vehicle**, the existence of such unknown motorist must be established by corroborating evidence given by an independent and disinterested eyewitness who is not making a claim under this or any similar coverage and is not an occupant of the loss **vehicle**.
   d. Insured by a **bodily injury** liability bond or policy at the time of the **auto accident**, but the insurer denies coverage or is or becomes insolvent.

   Uninsured motor vehicle does not include any **vehicle** or equipment which is:
   a. **Owned** by, or furnished or available for the regular use of **you**, a **resident**, or a **relative** unless there is no liability coverage for an **auto accident** available under Part A – Liability Coverage of this policy to respond for damages sustained by an **insured person**;
   b. Operated on rails or crawler treads;
   c. Designed mainly for use off public roads while not on public roads;
   d. Located for use or being used as a residence or premises; or
   e. **Owned** or operated by a self-insurer under any applicable motor **vehicle** law, except a self-insurer that has become insolvent.

3. **Underinsured motor vehicle** means a land motor **vehicle** or **trailer** of any type to which a **bodily injury** liability bond or policy applies at the time of the **auto accident**, but its limit for **bodily injury** liability is less than the applicable damages that the **insured person** is legally entitled to recover.

Underinsured motor vehicle does not include any **vehicle** or equipment which is:

a. Insured by a **bodily injury** liability bond or policy at the time of the **auto accident** but the **bodily injury** liability limit is less than the **minimum statutory limits**;
b. Operated on rails or crawler treads;
c. Designed mainly for use off public roads while not on public roads;
d. Located for use or being used as a residence or a premises; or
e. Insured by a **bodily injury** liability bond or policy applies at the time of the **auto accident**, but the insurer denies coverage or is or becomes insolvent.

4. Use of an **uninsured motor vehicle** or an **underinsured motor vehicle** means that such **vehicle** must be the main cause of the **bodily injury**. The **bodily injury** must not merely occur while the **uninsured motor vehicle** or **underinsured motor vehicle** is being used or operated. There must be an actual and causal connection between the use or the operation of the **uninsured motor vehicle** or **underinsured motor vehicle** and the **bodily injury**.

EXCLUSIONS - PART C ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not provide Uninsured Motorist Bodily Injury coverage or Underinsured Motorist Bodily Injury coverage for **bodily injury** sustained by any person:

1. If that person or their legal representative settles the **bodily injury** claim without **our** consent.

2. So as to apply directly or indirectly to the benefit of any insurer or any self-insurer under any worker's compensation law, disability law, or any similar law.

3. For punitive or for exemplary damages.

LIMITS OF LIABILITY - PART C ONLY

The limits of liability shown on the **Declarations Page** apply subject to the following:

1. Regardless of the number of **vehicles** insured, only one of the limits of liability for this coverage shown on the **Declarations Page** shall be the total limit of **our** liability to each person.

2. The limit of liability for this coverage shown on the **Declarations Page** for "each person" is the maximum **we** will pay as damages for **bodily injury** to any one person in any one **auto accident**. This includes damages for derivative claims.

3. Subject to the limit for each person, the limit of liability for this coverage shown on the **Declarations Page** for "each accident" is the maximum **we** will pay as damages for **bodily injury** to two or more persons in any one **auto accident**. This includes damages for derivative claims.

Notwithstanding any provision in this policy to the contrary, if **we** have issued more than one policy to **you** or if **we** cover more than one **auto** under this policy, the total limit of **our** liability under all policies or coverages issued to **you** shall not exceed the highest per person limit of liability under any one policy. **You** shall select the one limit which shall apply to any one **auto accident** or claim.

We will pay no more than these maximum amounts regardless of the number of:

1. **Vehicles** or premiums shown in the **Declarations Page**;

2. **Insured persons**;

3. Claims;

4. Claimants;

5. Policies; or

6. **Vehicles** involved in the **auto accident**.

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

Any amounts which are otherwise payable for damages under this Part C – Uninsured and Underinsured Motorist Coverage shall be reduced by all sums:

1. Paid because of the **bodily injury** by or on behalf of persons who or organizations which may be legally responsible. This includes all sums paid under Part A - Liability Coverage of this policy when the **insured person** receives full compensation for the **bodily injury**.

2. Paid or payable for Medical Payments Coverage under Part B of this policy when the **insured person** receives full compensation for the **bodily injury**.

ARBITRATION - PART C ONLY

If an **insured person** and **we** do not agree:

1. that the **insured person** is legally entitled to recover damages from the **owner** or the operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or

2. as to the amount of payment under this Part C – Uninsured and Underinsured Motorist Coverage;

either that person or **we** may require that the issue be determined by arbitration. Any demand for arbitration must be in writing.

In that event, the **insured person** will select an arbitrator and **we** will select another. The two arbitrators will select a third. If they cannot agree on the third arbitrator within 30 days, either party may ask a judge of a court having jurisdiction to appoint the third arbitrator. The **insured person** will pay the arbitrator they selected. **We** will pay the arbitrator **we** select. The expense of the third arbitrator will be shared equally. Each party shall pay its own attorney fees.

Arbitration will take place in the county where the **insured person** resides, unless all parties agree otherwise. A decision by any two of the arbitrators regarding damages shall be binding.

As a part of **our** claims handling procedures, **we** may use software that is designed to evaluate **bodily injury** under Part C – Uninsured and Underinsured Motorist Coverage.

OTHER INSURANCE - PART C ONLY

If there is other applicable uninsured or underinsured motorist insurance that covers a loss under an insurance policy not issued by **us**, **we** will only pay **our** proportionate share of that loss. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits.

However, any uninsured or underinsured motorist coverage that **we** provide shall be excess over any other collectible uninsured or underinsured motorist insurance while **you**, a **relative**, or a **resident** are **occupying** any **vehicle** that is not the **insured auto**. **We** will pay only after all of the other applicable limits have been paid.

Moreover, nothing in this Other Insurance - Part C Only provision is meant to modify or to amend any of the terms in the Limits of Liability - Part C Only section of the policy. This includes those provisions which reduce, limit and eliminate coverage in specified circumstances.

PART D - COVERAGE FOR DAMAGE TO THE INSURED AUTO

LIMITED PHYSICAL DAMAGE IMPORTANT NOTICE

THIS PORTION OF THE POLICY COVERS **PHYSICAL DAMAGE** TO, OR **LOSS** OF, THE **INSURED AUTO**.

This policy contains a number of Exclusions and Conditions which are not normally in automobile insurance policies. We suggest that you read your policy at once.

INSURING AGREEMENT

If the **Declarations Page** shows a premium charged for **Comprehensive** coverage, **we** will pay for direct and accidental **comprehensive loss** to the **insured auto**, less any applicable **deductible** for each separate **loss**. This shall also include the **insured auto's** factory-installed equipment.

If the **Declarations Page** shows a premium charged for **Collision** coverage, **we** will pay for direct and accidental **loss** to the **insured auto** caused by **collision**, less any applicable **deductible** for each separate **loss**. This shall also include the **insured auto's** factory installed equipment.

If the **Declarations Page** shows a premium charged for **Safety Equipment** coverage and shows that coverage under Part D applies, **we** will pay for the cost of repairing or replacing damaged **safety equipment** on the **insured auto** without a **deductible**.

The **insured auto** must be operated by or in the **control** of an **insured person** at the time of the **loss**.

ADDITIONAL DEFINITIONS USED IN PART D ONLY

As used in this part:

1. **Actual cash value** means the market value at the time of the loss-based upon the **vehicle** make, model, mileage, age, condition, original optional equipment, and comparable **vehicles** available for sale within a reasonable geographic radius as documented in an electronic database of publications and dealerships, less **depreciation** and/or **betterment**.

2. **Aftermarket parts** mean replacement **auto** parts which are not made by the original manufacturer of the motor **vehicle** or by a manufacturer authorized by the original manufacturer to use its name or trademark.

3. **Betterment** means improvement of the **insured auto** or property to a value or condition greater than its pre-loss condition.

4. **Collision** means a **loss** caused by the **insured auto's** upset or overturn, or a sudden impact with another object.

5. **Comprehensive** means **loss** to the **insured auto** caused by an event other than **collision**. **Comprehensive** loss includes, but is not limited to, sudden and accidental **loss** caused by:
    a. Missiles or falling objects;
    b. fire;
    c. theft or larceny;
    d. explosion;
    e. earthquake or volcanic activity;
    f. windstorm, hail, water, or flood;
    g. malicious mischief or vandalism;
    h. riot or civil commotion;
    i. contact with a bird or animal; or
    j. breakage of glass.
    If breakage of glass results from a **collision**, **you** may elect to have it treated as loss caused by **collision**.

6. **Control** shall mean the direct and immediate pre-loss care and custody of the **insured auto**.

7. **Deductible** is that sum which is shown on the **Declarations Page** and which will be deducted from the **loss**.

8. **Depreciation** means a decrease or loss in value or condition to the **insured auto** or property because of:
    a. use;
    b. physical wear and tear;
    c. age; or
    d. other causes.

9. **Diminution of value** means the difference, if any, between the market value of **your insured auto**, immediately preceding a loss and the market value of **your insured auto** after repair of physical damage resulting from that loss.

10. **Insured person** means:
    a. **You**;
    b. Any person who is listed on the **Declarations Page** or added by endorsement during the policy term and prior to **loss**; or
    c. A person who is not a **relative** or a **resident** but is operating or has **control** of the **insured auto** with **your** express permission.

11. **Loss** means the sudden, direct, and accidental damage to, or theft of, the **insured auto**, including its original optional equipment. Original optional equipment is equipment that was permanently installed at the factory by the **vehicle** manufacturer or by an authorized dealer. Equipment that is installed or alterations that are made by conversion facilities to an **auto** or camper are not considered standard or original optional equipment.

12. **Safety equipment** means the glass that is used in the windshield, the doors, and the windows, as well as glass, plastic or other material that is used in the lights of the **insured auto**.

13. **Insured Auto** shall also mean a rental **vehicle** rented from a commercially licensed rental agency, and while used as a **substitute Auto** for any other **auto** described in this policy for which coverage under this Part is provided. However, coverage under this Part does not apply:
    a. To any **auto** driven outside the United States of America;
    b. To compensate any party for **loss** of use or rental value;
    c. To any rental **vehicle** or **trailer** used in any **business**, including an **auto business**; or
    d. To any **auto** or **trailer** that is rented for a period in excess of fourteen (14) consecutive calendar days.

EXCLUSIONS - PART D ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover **loss**:

1. That results from nuclear reactions, radiation, or fallout.

2. Covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.

3. That results from the ownership, maintenance, or use of the **insured auto** while used:
    a. to transport persons or property for a fee or for compensation;
    b. for **ride-sharing**; or
    c. for **app-based delivery**;
    d. in the course and scope of employment or engaged in any **business**-related activity.
    This exclusion does not apply to shared-expense car pools or to use by an **insured person** of a motor **vehicle** in the course of the **insured person's** volunteer work for a tax-exempt organization. **We** will not consider a car-pooling service that a **transportation network company** facilitates to be a traditional shared-expense car pool.

4. To the **insured auto** while it is rented or it is leased to others. This exclusion applies whether or not the **insured auto** is being leased or rented to others as part of a **personal vehicle sharing program**.

5. To clothes, tools, or to other personal property.

6. To property that the **insured person** rents, uses, or over which they have care, custody or **control**. This includes **loss** of its use.

7. To any **vehicle** other than one with four wheels.

8. That results from the use of any **vehicle** in any organized or un-organized **racing** event or off-road recreational activity. This exclusion does not apply for off-road recreational activity if within 50 feet of a public roadway.

9. To any **vehicle** or **trailer** that results from **your** employment by, or ownership of, any **auto business**.

10. That results from the ownership, the maintenance or use of a **vehicle** or a **trailer** while a person is engaged in any **business** activity other than **auto business**. This exclusion includes use of a **vehicle** for delivery of goods or services arising out of any **business**.

11. That results from the use of the **insured auto** for snow removal.

12. Caused by a war (declared or undeclared), a civil war, an insurrection, a rebellion, or a revolution.

13. Caused to:
    a. a camper body;
    b. a pickup shell or bed cover;
    c. a box cover; or
    d. a **trailer**
    owned by **you** or any other person.

14. That results from the maintenance or the use of any **auto** or **trailer** which is neither **owned** nor regularly available to **you**, a **relative**, or a **resident**, while in the custody of, or being operated by, such person.

15. That results from:
    a. prior **loss** or damage;
    b. manufacturers' defects;
    c. wear and tear;
    d. freezing;
    e. mechanical or electrical breakdown or failure; or
    f. road damage to tires.

    However, coverage does apply if the **loss** is the result of other **loss** covered by this policy.

16. To any modified suspension equipment, engines, carburetor systems, or equipment, including but not limited to:
    a. Aluminum, magnesium, chrome, or alloy wheels; or
    b. Custom wide-tread tires and racing slicks.

17. To winches, utility boxes, or to tool boxes.

18. To tapes, compact discs, records, cassettes, MP3 Players, phones, tablets, laptops or similar recording or recorded media that is used with sound equipment. This includes any cases or other containers used in storing or carrying such items.

19. To any of the following:
    a. two-tone or custom paint work, custom chroming or gold plating, custom interior work, or murals;
    b. decals or graphics;
    c. special carpeting or furnishings;
    d. custom sunroofs, moon roofs, t-bar roofs, landau roof, or height extending roofs, if not permanently installed by the original make and model **vehicle** manufacturer or the authorized representative of the **vehicle** manufacturer;
    e. bubble domes, bubble window, or similar windows, or any deluxe roof treatment;
    f. refrigeration or cooking equipment;
    g. any equipment used for sleeping;
    h. captains or swivel chairs or tables;
    i. any “ground effects” package or “continental kit”; or
    j. telephones permanently installed by the original make and model **vehicle** manufacturer.

20. To any electronic equipment, antennas, and other devices used exclusively or primarily to send or receive audio, visual, or data signals, or to play back recorded media. This applies only if such equipment or device is not permanently installed in the dash or console opening of the **insured auto** by the **vehicle** manufacturer or dealer and specified as original equipment by the **vehicle** manufacturer.

21. To sound receiving or to transmitting equipment designed for use as citizen band radios, two-way mobile radios, televisions, VCRs, telephones not originally installed by the original make and model **vehicle** manufacturer or dealer. This also includes, but is not limited to, home high fidelity equipment, scanning monitor receivers, radar or laser detectors, or any other detection equipment for speed-measuring devices, or any accessories or antennas to any of these types of equipment.

22. To TV antennas, awnings, cabanas, or to equipment designed to provide additional living facilities.

23. That results in damage to or **loss** of use of a rental **vehicle**. However, this exclusion shall not apply if the rental **vehicle** is a temporary **substitute auto** used by **you** while the **insured auto** is not available as a result of a **loss** for which this policy provides coverage.

24. To damage that is caused by, due to, or in any way that results from the alteration, the modification, or customizing of the **insured auto** which alters or affects its drivability, road worthiness, its handling or safety.

25. Caused intentionally by, or at the direction of, an **insured person**. However, this exclusion shall not apply to a **loss** to the **insured auto** if the **loss** is caused by:
    a. An act of domestic violence by another person insured under the policy; and
    b. The **insured person** who claims the **loss** to the **insured auto** did not cooperate in or contribute to the creation of the **loss**; and
    c. The **insured person** claiming the **loss** cooperates with **us** in **our** investigation of the **loss**.

26. To the **insured auto** that is caused by or that results from **your** acquiring an **auto** from the seller without legal titles available to **you**.

27. To the **insured auto** while it is being operated by a person or persons specifically excluded by endorsement.

28. To any **vehicle** that is subject to a bailment, a lease, a conditional sale or a consignment agreement not specifically declared and described in this policy.

29. Caused to the **insured auto** when it is driven, operated or used with **your** express or implied permission by a person who:
    a. Is under the minimum age to obtain legal authority to drive;
    b. Is under fifteen (15) years of age; or
    c. Has had their driving privileges rescinded by either a license suspension or revocation.

30. Caused to the **insured auto** when it is driven, operated or used by, or in the **control** of any person who is not an **insured person**.

31. Arising out of or due to the use of the **vehicle** for the transportation of any explosive substance, flammable liquid or similarly hazardous materials. This does not apply to such transportation that is incidental to **your** ordinary household activities.

32. Due to confiscation or destruction by governmental or civil authorities in the United States, Canada, or Mexico.

33. To paint or discoloration of paint that results from acid rain, smoke, smog, chemicals, salt, tree sap, sun fading, or animal or bird droppings. This does not apply if such **loss** is a direct result of a **collision** or vandalism.

34. While the **insured auto** is being used in the commission of a **crime**.

35. To the **insured auto** for **diminution of value**.

36. Caused by the theft or the conversion of the **insured auto** by a person to whom **you** have voluntarily entrusted the **insured auto**.

37. To any non-dealer or non-factory installed equipment that mechanically or structurally changes the **insured auto** and results in an increase in performance or a change in appearance. This also includes equipment which does not conform to this **state's** Motor Vehicle Code.

38. To a single **vehicle auto accident(s)** when a police report has not been made within twenty-four (24) hours of the **auto accident**.

39. To satellite navigational devices if not permanently installed by the original make and model **vehicle** manufacturer or the authorized representative of the **vehicle** manufacturer.

40. Any equipment or alteration not permanently installed at the factory by the original make and model **vehicle** manufacturer or authorized dealer and considered standard or original optional equipment for such **vehicle**. Equipment installed or alterations made at a conversion facility to an **auto** or camper is not considered standard or original optional equipment installed by the **vehicle** manufacturer.

41. That results from the:
    a. operation;
    b. maintenance; or
    c. use
    of the **insured auto** as part of a **personal vehicle sharing program**.

LIMITS OF LIABILITY – PART D ONLY

Our limits of liability for **loss** shall not exceed the lesser of:

1. The **actual cash value** of the stolen or damaged: property, at the time of **loss**. This may include an adjustment for **depreciation** and/or **betterment**; or

2. The amount necessary to repair or replace the property to its physical condition at the time of **loss**. **We** may use parts that are produced by or for the **vehicle's** manufacturer or parts from other sources including, but not limited to, **aftermarket parts**, as specified in Payment of Loss - Part D Only.

All claims that are submitted under this Part shall be subject to the applicable **deductibles** shown on the **Declarations Page**. Any applicable **deductible** amount and salvage value, if **you** retain salvage, is subtracted from all **loss** payments.

If **we**, at **our** option, elect to pay for the cost to repair or to replace the property or part, **our** liability does not include any decrease in the property's value, however it is measured, that results from the **loss** and/or repair or replacement. If a repair or a replacement results in the **betterment** of the property or the part, **we** will not pay for the **betterment**.

If more than one **auto** shown on the **Declarations Page** is insured under this Part of the policy, then **our** limit of liability shall not exceed the **actual cash value** of the highest-valued **auto** shown on the **Declarations Page**.

If a **loss** to the **insured auto** is also payable under the liability coverage of another policy issued by **us**, **we** will pay for such damage or **loss** only once. **We** may pay either under this policy or under the Liability section of the other policy.

Sound reproducing equipment and component parts shall be subject to a maximum limit of $500 in the aggregate. Such equipment must be permanently installed by a factory or dealer as original equipment in the dash or console opening of the **insured auto**.

STORAGE COSTS

We will pay up to maximum of $400 for the cost of storage of the **insured auto** in the event of a covered **loss**.

APPRAISAL - PART D ONLY

You or **we** may demand appraisal of the **loss**. Both parties will be bound by the results of the appraisal. Each party will appoint and pay a competent disinterested appraiser. Each party will equally share other appraisal expenses. Each appraiser will state separately the **actual cash value** and the amount of **loss**. If the appraisers fail to agree, they will select an umpire and submit their differences to the umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make selection.

An award in writing by any two of these three will determine the amount payable, subject to the terms of this policy. Attorney fees shall not be regarded as appraisal expenses. **We** do not waive any of **our** rights by agreeing to an appraisal.

PAYMENT OF LOSS - PART D ONLY

We may pay for the **loss** in money, or **we** may repair or replace the damaged or stolen property. **We** may repair the **insured auto** using either **aftermarket parts** or recycled used parts, whichever is deemed to be less expensive by **us**, and with a deduction for **depreciation** and/or **betterment**. **We** may, at any time before the **loss** is paid or the property is replaced, return at **our** expense any property either to **you** or to the address shown on the **Declarations Page**, with payment for any resulting damage. **We** may keep all or part of the property at the agreed or appraised value. **You** do not have the right to abandon salvage to **us**.

We may settle any claim for **loss** either with **you**, or with the **owner** of the property. Payment for **loss** is required only if **you** have fully complied with the terms of this policy.

We may wait up to thirty (30) days from the date the theft is reported in writing to the police, and to **us**, to either issue payment or to replace the property.

PROOF OF LOSS

You must file written proof of **loss** within sixty (60) days from the date **we** request it or there will be no coverage under this Part.

OTHER INSURANCE - PART D ONLY

If other insurance applies to a **loss** that is covered under this Part, **we** will pay only **our** share of the **loss**. **Our** share is the prorated amount of **our** limit of liability compared to all available limits of liability.

NO BENEFIT TO BAILEE

This coverage shall not directly or indirectly benefit any person, organization, group, or other bailee caring for or handling property for a fee or compensation.

TIMELINESS OF REPAIRS

In the event of **loss**, **you** must begin repairs on the **insured auto** within ninety (90) days from the date of **loss**. **We** will not be responsible for any **loss** or any portion thereof which is caused by **your** delay in commencing such repairs.

ALARM

If the **application** states that there is an alarm system installed on or in the **insured auto**, **you** agree that the alarm system will be kept in good working condition at all times and that it will not be removed from the **insured auto**. If this agreement is breached, insurance under this Part as regards to THEFT of **your vehicle** shall be cancelled and **you** may become personally liable to **us** for damages.

TWO OR MORE AUTOMOBILES

When **we** insure two (2) or more **vehicles** under this policy, the terms and the conditions of this policy shall apply separately to each **vehicle**.

PART E - GENERAL PROVISIONS

POLICY PERIOD & TERRITORY

This policy shall become effective on the date and the time shown on the **Declarations Page** at the address shown on the **Declarations Page**. The policy will expire on the date and the time specified on the **Declarations Page** at the address shown on the **Declarations Page**, unless it is terminated sooner. This policy applies only to **auto accidents** and losses that occur during the policy period shown on the **Declarations Page** and within the United States of America and Canada.

If **you** owe **us** any premium on **your** expired or expiring policy or on any other previous policy issued to **you** by us, whether currently active or not, these funds must be paid before **your** policy will be renewed by **us**. Any payment that is sent by **you** will first be used to pay any balance owed on the expired or expiring policy. Any remainder of such payment will be applied to the renewal premium. If **we** offer to renew **your** policy, but **you** do not pay the renewal premium within seven (7) days of the due date, **we** may terminate the policy. **We** will mail to **you** a notice of cancellation eight (8) days after the premium due date. The cancellation notice will be effective on the date that **we** mail the notice to **you**.

PREMIUM CHANGES

The premium for this policy is based on the information that **we** have received from **you** and from other sources.

You agree:

1. That if **you** provide incorrect or incomplete information, **we** may adjust the premium accordingly during the policy period. **We** may also adjust the premium if any information that is material to calculating the policy premium changes.

2. To cooperate with **us** in determining if this information is correct and complete. **You** must also advise **us** of any changes in this information within 10 days of the change.

3. That the return premium will be calculated based on the correct premium, if this policy is canceled.

Any adjustment of **your** premium will be made using the rules which are in effect at the time of the change.

Premium adjustments may be made as the result of a change in:

1. Any **auto** insured by the policy, including changes in its use;

2. Drivers, driver's age, or driver's marital status;

3. Coverages or coverage limits;

4. Rating territory;

5. Eligibility for discounts or other premium credits; and

6. Any other rating criteria that is permitted by law.

COVERAGE CHANGES

We may revise **your** policy coverages to provide more protection without an additional premium charge. If **we** do this and **you** have the coverage which **we** change, **your** policy will automatically provide the additional coverage as of the date the revision is effective in **your state**.

Otherwise, this policy, the **application**, the endorsements, the **Declarations Page** and all attachments contain all of the coverage agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us**.

PREMIUM PAYMENT

Premium payment means the actual receipt of cash funds by **us**. **We** provide coverage for each policy term only on the condition that the initial **premium payment** and subsequent installment payments for that policy term are paid. **You** have not paid the initial premium or any installment payment if **you** give **us** a check, a credit card, or an electronic funds transfer that is not honored at first presentation by the financial institution upon which it is drawn.

You have not paid the initial down payment premium if **you** give **us** a check, a credit card, or an electronic funds transfer that is not honored at first presentation by the financial institution upon which it is drawn. This policy shall be cancelled from the inception of the policy term and no coverage will exist, regardless of whether the policy has been issued.

If **you** receive a cancellation notice from **us**, referencing either a regular installment payment or a renewal down payment, and informing **you** that **your premium payment** to **us** was returned unpaid, **you** must provide a replacement payment to **us** by means of either a cashier's check or a money order. If the payment is timely made in such a fashion by the due date noted on the cancellation notice, then **your** policy will remain active and in force.

CANCELLATION AND NONRENEWAL

You may cancel this policy by returning it to **us** or by advising **us** in writing when the cancellation is to be effective at a future date.

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

We may cancel by mailing or by delivering notice of cancellation to **you** at the address shown on the **Declarations Page** at least ten (10) days before the effective date of cancellation, except in the case of a cancellation for nonpayment of premium. For nonpayment of premium, **we** will give **you** at least a seven (7) day grace period following the premium due date. **Your** policy will remain in force during this time. If **you** have not sent to **us your premium payment** by the end of the grace period, as determined by either the postmark date or receipt by **us**, **we** will mail a notice of cancellation or nonrenewal to **you** effective on the mailing date. The mailing date shall be the day following the end of the required grace period.

Proof of mailing is proof of notice. Mailing is equivalent to delivery. Proof of mailing shall be by certified mail or by United States Post Office Certificate of Mailing.

Upon cancellation **you** may be entitled to a premium refund pursuant to Arizona law. If **you** cancel, the refund will be computed on a short-rate basis. If **we** cancel, the refund will be computed on a pro-rata basis. The effective date of cancellation stated in a notice is the end of the policy period.

When **your** policy is in effect less than sixty (60) days, and it is not a renewal or a continuation policy, **we** may cancel for any reason other than the location of residence, age, race, color, religion, sex, national origin or ancestry of anyone who is an **insured person**.

When **your** policy has been in effect for sixty (60) days or more, or it is a renewal or a continuation policy, **we** will not cancel the policy except for the following reasons:

1. The named insured fails to discharge when due, or within the seven (7) day grace period, any of the obligations of the named insured in connection with the payment of premium for this policy or any installment of the premium.

2. The insurance was obtained through fraudulent misrepresentation.

3. The named insured, any person who resides in the same household as the named insured and customarily operates the **insured auto**, or any other person who regularly and frequently operates the **insured auto**:
    a. Has had his or her driver's license suspended or revoked during the policy period;
    b. Becomes permanently disabled, either physically or mentally, and such individual does not produce a certificate from a physician or a registered nurse practitioner testifying to such person's ability to operate a motor **vehicle**; or

c. Is or has been convicted during the thirty-six (36) months immediately preceding the effective date of the policy or during the policy period of:
    i. Criminal negligence that results in death, homicide or assault, arising out of the operation of a motor **vehicle**;
    ii. Operating a motor **vehicle** while in an intoxicated condition or while under the influence of drugs;
    iii. Leaving the scene of an **auto accident**;
    iv. Making false statements in an application for a driver's license; or
    v. Reckless driving.

We will not cancel the policy under the provisions of this subsection (3.) if **you** agree to exclude the applicable driver by name from coverage under this policy. **You** must further agree to exclude coverage to **you** for any negligence which may be imputed by law to **you** arising out of the maintenance, use or operation of a motor **vehicle** by such excluded person.

4. **We** are placed in rehabilitation or receivership by the insurance supervisory official in **our state** of domicile or by a court of competent jurisdiction or the Director of insurance for the **State** of Arizona has suspended **our** certificate of authority based on **our** financially hazardous condition.

5. The named insured, any person who resides in the same household as the named insured and customarily operates the **insured auto**, or any other person who regularly and frequently operates the **insured auto**, uses an **auto** rated or insured under this policy regularly and frequently for commercial purposes.

6. From and after February 29, 2016:
   The named insured, any person who resides in the same household as the named insured and who customarily operates a motor **vehicle** insured under the policy, or any other person who regularly and frequently operates a motor **vehicle** insured under the policy uses a motor **vehicle** rated or insured under the policy 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.

7. The Director of Insurance for the **State** of Arizona determines that the continuation of the policy would place the insurer in violation of the laws of this **State** or would jeopardize the solvency of the insurer.

If **we** decide not to renew **your** policy, **we** will mail notice to **you** at the address shown on the **Declarations Page** or deliver to **you** notice of nonrenewal not less than forty-five (45) days prior to the end of the policy period. **We** will not non-renew or discontinue **your** policy solely because of the location of residence, age, race, color, religion, sex, national origin or ancestry of anyone who is an insured. However, **we** may non-renew **your** policy if **you** establish a primary residence in a **State** other than Arizona.

If **we** offer to renew **your** policy, but **you** or **your** representative do not pay the renewal premium within seven (7) days of the due date, **we** may terminate the policy. **We** will mail to **you** a notice of cancellation eight (8) days after the premium due date. The cancellation notice will be effective on the date **we** mail the notice to **you**. **Your** failure to pay the required continuation or renewal premium when it is due or before the end of the seven (7) day grace period means that **you** have declined **our** offer.

We may transfer this policy to an affiliated insurer. **We**, or an insurer under the same ownership or management, may issue a new policy at renewal. If **you** obtain other insurance on the **insured auto**, **your** coverage under this policy will be excess over any other insurance coverage that **you** obtain for the **insured auto**.

Proof of mailing is proof of notice. Mailing is equivalent to delivery. Proof of mailing shall be by certified mail or by United States Post Office Certificate of Mailing.

LIMITATIONS ON AGENT AUTHORITY

The authorized agent who obtained this policy for **you** has limited authority to act in transacting business with **you** on this policy. Any statement or assurance made by this authorized agent to **you** concerning **your** policy is governed by **our** guidelines and rules, as well as by applicable laws and regulations.

The authorized agent who obtained this policy for **you** does not possess any apparent, implied, or actual authority to act on **our** behalf after the expiration, cancellation, or nonrenewal of **your** policy with **us**. Any representations made by the authorized agent after a notice of termination has been initiated, by either **you** or **us**, will apply only if **we** provide prior written approval.

ARBITRATION

If **we** and an **insured person** do not agree whether that **insured person** is legally entitled to recover damages or if either party disagrees as to the amount of damages that are recoverable by the **insured person** under Part B - Medical Payments Coverage then the matter may be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree on a third arbitrator within thirty (30) days, either may appear in a court of jurisdiction to request that the judge appoint a third arbitrator. Each party will pay the expenses it incurs. The expenses of the third arbitrator will be shared equally by each party. Unless both parties agree otherwise, the arbitration is to take place in the county in which the insured resides.

Either party may dispute the arbitration award by demanding the right to a trial. A demand for a trial must be made within sixty (60) days of the decision by the board of arbitrators. If the demand for a trial is not made within the time period, the amount of damages agreed to by the arbitrators would be binding, subject to the limits shown on the **Declarations Page**. The arbitrators shall have no authority to determine coverage under the policy.

TWO OR MORE AUTO POLICIES

If this policy and any other **auto** insurance policy issued to **you** by **us** apply to the same **auto accident**, **our** maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This applies even though separate premiums have been paid. **You** cannot stack coverages or policies.

SUITS AGAINST US

We may not be sued unless there is full compliance with all terms of this policy. **We** may not be sued under Part A of this policy until the obligation of an insured to pay is finally determined either by judgment against the insured or by written agreement of the insured, the claimant, and **us**. No one shall have any right to make **us** a party to a suit to determine the liability of an insured. Any lawsuit brought against **us** under this policy must be commenced within two (2) years of the date of the **auto accident**. This section does not apply to Part C - Uninsured and Underinsured Motorist Coverage.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Interest in this policy may not be assigned or transferred without **our** written consent. However, if **you** die, coverage will be provided for:

1. Any person who is specifically named as an operator on the **Declarations Page**; and

2. The legal representative of the deceased person while acting within the scope of his or her duties as a legal representative.

If the **insured auto** is sold, coverage will terminate as to that **auto** when the buyer takes possession of the **auto**. Coverage will not transfer to the new **owner**.

BANKRUPTCY

An insured's bankruptcy or insolvency will not relieve **us** of any obligation under this policy.

OUR RECOVERY RIGHTS

If **we** make a payment under Part D - Coverage for Damage to the Insured Auto, **we** are entitled to all the rights of recovery of the party to whom payment was made. That party must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after loss to harm **our** rights.

If **we** make a payment under Part C - Uninsured and Underinsured Motorist Coverage, **we** are entitled to all rights of recovery of the party to whom payment was made has against the uninsured or underinsured motorist. That party which receives payment must sign and deliver to **us** any legal papers relating to the rights of recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after loss to harm **our** rights.

When a person has been paid damages by **us** under Part A - Liability Coverage or Part D - Coverage for Damage to the Insured Auto of this policy, and also recovers from another party, the amount recovered from the other shall be held by that person in trust for **us** and reimbursed to **us** to the extent of **our** payment. This does not apply to Medical Payments, Uninsured Motorist Bodily Injury or Underinsured Motorist Bodily Injury coverages.

LOSS PAYABLE CLAUSE

We will pay loss or damage due under this policy according to **your** interest and that of the loss payee if one is shown on the **Declarations Page**. **We** may make separate payments according to those interests.

We will pay the loss payee for a loss under this policy even though **you** have violated the terms of the policy by something **you** have done or failed to do. However, **we** will not pay for any loss caused by conversion, embezzlement, secretion, fraud or omissions by **you** or anyone acting on **your** behalf.

We may cancel this policy according to its terms. **We** will protect the loss payee's interest for ten (10) days after **we** mail them notice that the policy has terminated, for any reason. If **we** pay the loss payee for any loss or damage suffered during that ten (10) day period, **we** have the right to recover the amount of any such payment from **you**.

If **you** fail to give proof of loss within the time allowed, the loss payee may protect its interest by filing a proof of loss within thirty (30) days after that time. The loss payee must notify **us** of any known change of ownership or increase in the risk. If it does not, it will not be entitled to any payment under this protection.

If **we** pay the loss payee under the terms of this protection for a loss not covered under the policy, **we** are subrogated to its rights against **you**. This will not affect the loss payee's right to recover the full amount of its claim. The loss payee must assign **us** its interest and transfer to **us** all supporting documents if **we** pay the balance due to the loss payee on the **vehicle**.

The **deductible** amount applicable to losses payable to the loss payee under Part D - Coverage for Damage to the Insured Auto shall be the **deductible** amount shown on the **Declarations Page** for this coverage.

PUNITIVE OR EXEMPLARY DAMAGES

This insurance shall not apply to punitive or to exemplary damages. **We** will not provide any defense, or pay for any claim, settlement, judgment, or other award of punitive or exemplary damages under any Part of this policy.

TERMS OF POLICY CONFORMED TO STATUTES

Terms of this policy that conflict with the statutes of the **State** of Arizona are hereby amended to conform to such statutes. The policy will confirm to the laws of the **State** of Arizona.

FRAUD AND MISREPRESENTATION

The statements made by **you** in the **application** are deemed to be representations. If any representation contained in the **application** is 1) fraudulent, 2) materially affects the acceptance or rating of the risk by **us**, and 3) **we** in good faith would either not have issued the policy, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to **us** as required, **we** may exercise **our** right to cancel or non-renew this policy as Arizona law allows.

If any representation contained in any notification of change **you** request is 1) fraudulent, 2) materially affects the acceptance or rating of the risk by **us**, and 3) **we** in good faith would either not have issued the policy, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to **us** as required, **we** may exercise **our** right to cancel or non-renew this policy as Arizona law allows.

The provision shall apply to misstatements of use and omissions of fact. **We** do not provide coverage for any **insured person** who has made fraudulent statements or engaged in fraudulent conduct in connection with any **auto accident** or loss for which coverage is sought under this policy. Also, **we** may exercise **our** right to cancel or non-renew this policy as Arizona law allows.

To the extent allowed by Arizona law, **we** may cancel this policy or deny coverage for fraud or misrepresentation of an **auto accident** or loss. This means that **we** will not be liable for any claims or damages that would otherwise be covered, however this will not apply to liability coverage to the extent required by the financial responsibility law of the State of Arizona for **bodily injury** or **property damage** sustained by persons who did not participate in the concealment or misrepresentation of a material fact or circumstance, or fraudulent conduct.

DECLARATIONS

This policy is issued to **you** by **us**. By accepting this policy **you** agree:

1. that the statements in the **Declarations Page** are **your** representations;
2. that this policy is issued in reliance upon the truth of those representations; and
3. that this policy embodies all agreements existing between **you** and **us** or any of **our** agents relating to this policy.

In witness whereof, the company has caused this policy to be signed by its president and secretary.

Lynn Connelly
President

W. Mont Timmins
Secretary

The following endorsement applies only if Form Number AZ NO 01 2020 appears on **your Declarations Page**.

NAMED DRIVER NON-OWNER COVERAGE ENDORSEMENT

The provisions and exclusions that apply to this Personal Auto Policy apply to this Endorsement, except as changed by this Endorsement.

This Endorsement supersedes any language or provisions found elsewhere in the policy which contradict the language and provisions contained in this endorsement.

INSURING AGREEMENT

If **you** have purchased a Named Driver Non-Owner policy, **you** agree with **us** that the Personal Auto Policy is amended as follows:

DEFINITIONS USED THROUGHOUT THIS POLICY

The following definitions replace those found in the section titled DEFINITIONS **USED THROUGHOUT THIS POLICY**:

1. "**You**" and "**your**" mean only the named insured shown on the **Declarations Page**. This does not include **your** spouse, a **relative**, a **resident**, or any other person.

2. "**The insured auto**" means any **non-owned auto** or **trailer** provided that:
   a. **you** have the express permission of the **owner** to use the **auto** or **trailer**;
   b. the **auto** is not available for **your** regular or frequent use;
   c. the **auto** is not **owned** by **you**, a **relative** or **resident**.

PART A - LIABILITY COVERAGE

1. The **INSURING AGREEMENT** section is deleted and replaced by the following:
   If the **Declarations Page** shows a premium charged for this coverage, **we** will pay damages for **bodily injury** and **property damage** for which an **insured person** is legally liable because of an **auto accident** resulting from the use of **your insured auto**, up to the policy limits stated on the **Declarations Page**. **We** will not cover punitive or exemplary damages.

   We will settle or defend, as **we** consider appropriate, any claim or action which is covered under the policy. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted by payment of judgment or settlement. **We** have no duty to settle or defend any claim or action that is not covered under the policy.

2. The definition of "**insured person**" is replaced by the following:
   "**Insured person**" means **you**. No person other than **you** shall be deemed an **insured person** under this coverage.

PART C - UNINSURED MOTORIST BODILY INJURY AND UNDERINSURED MOTORIST BODILY INJURY COVERAGE

1. The definition of "**insured person**" is replaced by the following:
   "**Insured person**" means **you**. No person other than **you** shall be deemed an **insured person** under this coverage.

PART D - COVERAGE FOR DAMAGE TO THE INSURED AUTO

This section is deleted in its entirety. No coverage applies under PART D - COVERAGE FOR DAMAGE TO THE INSURED AUTO of this policy.

PART E - GENERAL PROVISIONS

The following provision is added:

ACQUISITION OF AN AUTO

If **you** acquire or take possession of an **auto**, or an **auto** becomes available for **your** regular or frequent use, this policy will not cover **you** for the use or operation of that **auto**. In order to have coverage for that **auto**, **you** must purchase an **owner's** policy or become an additional insured or additional named driver on the personal auto policy of the **owner** of that **auto**.

The following endorsement applies only if Form Number AZ UMPD 10 2026 appears on **your Declarations Page**.

PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE - ARIZONA

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

INSURING AGREEMENT

We will pay compensatory damages which **you** are legally entitled to recover from the **owner** or operator of an "**uninsured motor vehicle**" because of "**property damage**" caused by an **auto accident** arising out of actual physical contact with the **insured auto**. The **owner's** or operator's liability for these damages must arise out of the ownership, maintenance or use of the "**uninsured motor vehicle**". **We** will pay under this coverage only if the **Declarations Page** indicates that Property Damage Uninsured Motorists Coverage is provided for the **insured auto** involved in the **auto accident**.

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

ADDITIONAL DEFINITIONS

As used in this endorsement:

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

1. Loss of use or diminished value of the **insured auto**; or
2. Damage to any person's personal property contained in the **insured auto**.

"**Uninsured motor vehicle**", as used in this endorsement, means a land motor **vehicle** or **trailer** of any type:

1. To which no liability bond or policy affording coverage for **property damage** applies at the time of the **auto accident**.
2. To which a liability bond or policy affording coverage for **property damage** applies at the time of the **auto accident** but the bonding or insuring company:
    a. Is or becomes insolvent; or
    b. Fails to confirm coverage within 60 days from the date such company receives notification of a claim by or on behalf of **you**.

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

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

EXCLUSIONS

We do not provide Property Damage Uninsured Motorists Coverage for **property damage**:

1. If **you** or **your** legal representative settles the **property damage** claim and such settlement prejudices **our** right to recover payment.
2. When the **insured auto** is being used for any **business** purpose, or as a public or livery conveyance, unless **business** use of the **insured auto** has been declared by **you** and an additional premium has been paid. This exclusion does not apply to a share-the-expense carpool.
3. For the first $250 of the amount of the **property damage** to each of the **insured auto** as the result of any one **auto accident**.
4. To any motor **vehicle owned** by **you** or any **relative** or **resident** which is not insured for this coverage under this policy or any other policy. This includes a **trailer** of any type used with that **vehicle**.
5. If the **owner**, operator or license plate number of the **uninsured motor vehicle** cannot be identified.

This coverage shall not apply directly or indirectly to benefit any insurer of the property.

We do not provide Property Damage Uninsured Motorists Coverage for punitive or exemplary damages.
We do not provide Property Damage Uninsured Motorist Coverage to the **insured auto** or **trailer** for **diminution of value**.

LIMIT OF LIABILITY

Our maximum limit of liability for all damages resulting from any one **auto accident** will be the lesser of:

1. The limit of liability shown in the **Declarations Page**; or
2. The **actual cash value** of the **insured auto**.

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

1. Claims made;
2. **Vehicles** or premiums shown in the **Declarations Page**; or
3. **Vehicles** involved in the **auto accident**.

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

Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of the **property damage** by or on behalf of persons or organizations who may be legally responsible.

OTHER INSURANCE

If there is any other similar insurance available under more than one policy or provision of coverage that is similar to the insurance provided under this endorsement:

1. The maximum recovery under all policies combined will not exceed $3,500 for any one **vehicle**.
2. Any insurance **we** provide with respect to a **vehicle you** do not own, including any **vehicle** while used as a temporary **substitute auto** for the **insured auto**, shall be excess over any other collectible insurance providing such coverage on a primary basis.
3. **We** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits covering on the same level of priority.

ARBITRATION

1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree.
2. If **we** and an **you** do not agree:
    a. Whether **you** are legally entitled to recover damages for **property damage**; or
    b. As to the amount of damages which are recoverable by **you**;
    from the **owner** or operator of an **uninsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
3. Each party will:
    a. Pay the expenses it incurs; and
    b. Bear the expenses of the third arbitrator equally.
4. Unless both parties agree otherwise, arbitration will take place in the county in which **you** live. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
    a. Whether **you** are legally entitled to recover damages for **property damage**; and
    b. The amount of such damages.

ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking coverage under this endorsement, or someone on that person's behalf, must also:

1. Promptly send **us** copies of the legal papers if a suit is brought.
2. Report the **auto accident** within 10 days to **us** or **our** authorized representative.

The following endorsement applies only if Form Number AZ PM 10 2026 appears on **your Declarations Page**.

MEDICAL PAYMENTS COVERAGE FOR ANIMALS

INSURING AGREEMENT

If the **Declarations Page** shows the inclusion of this coverage, **we** will pay **medical expenses** not exceeding the limits shown on the **Declarations Page**. Expenses must be incurred as a result of **bodily injury** caused by an **auto accident** and sustained by a pet that is **occupying** an **insured auto.**

Coverage under this Part shall not apply if the **auto accident** was intended by **you** or could have reasonably been expected from **your** viewpoint.

We will pay only for those expenses incurred for services rendered within 30 days from the date of the **auto accident**.

ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "**Auto Accident**" as used in this endorsement, shall also mean: an occurrence involving an **insured person** and actual physical impact of the **vehicle** with another object.
2. "**Medical expenses**" means **usual and customary charges** incurred for reasonable and necessary services rendered to an animal within 30 days from the date of the **auto accident**. **Medical expenses** include the following: medical, surgical, x-ray, and dental services when performed by a licensed veterinary professional. Reasonable **medical expenses** do not include expenses:
    a. For treatment, services, products or procedures that are:
        i. Experimental in nature; or
        ii. for research or not primarily designed to serve a medical purpose; or
        iii. Not commonly and customarily recognized throughout the veterinary profession as appropriate for the treatment of the **bodily injury**; or
    b. incurred for:
        i. The use of **thermography** or other related procedures; or
        ii. The use of **acupuncture** or other related procedures; or
        iii. The use of chiropractic care or other related procedures; or
        iv. The purchase or rental of equipment not primarily designed to serve a medical purpose.
3. "**Insured person**" means:
    a. **You**, any **relative**, or any **resident** who is listed as a driver on the automobile insurance policy **Declarations Page**.
4. "**Usual and customary charge**" means an amount that **we** determine that represents a customary charge for services in the geographical area in which service is rendered. **We** shall determine the **usual and customary charge** through the use of independent sources of **our** choice.

EXCLUSIONS

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover **bodily injury**:

1. That results from a nuclear reaction, radiation, or fallout.
2. Covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.
3. That results from the maintenance or use of any **vehicle** without the permission of the **owner**.
4. That results from the ownership, maintenance, or use of a **vehicle** while used to transport persons or property for a fee.
5. Arising out of the operation of equipment or machinery not listed on the **Declarations Page**.
6. Resulting from the ownership, maintenance, or use of any **vehicle** other than the **insured auto**, which is **owned** by, furnished or available for the regular use of **you**, a **relative**, a **resident**, or a nonresident's use.
7. Arising out of the ownership, maintenance, or use of any **vehicle** other than one with four wheels.
8. Resulting from the ownership, maintenance, or use of a **vehicle** in any **racing** event.
9. Resulting from the ownership, maintenance, or use of a **vehicle** by a person employed or engaged in any **business**, unless **business** use of the **insured auto** has been declared by **you** and an additional premium has been paid. However, **business** specifically related to or involving veterinary medicine, animal clinical care, veterinary boarding, dog hoteling, dog daycare, dog transportation, or any other animal specific business service is excluded.

10. Incurred while the **insured auto** is being leased, rented to others, or test driven.
11. Resulting from the use of a **vehicle** for snow removal.
12. Sustained while **occupying** any **vehicle** located for use or being used as a residence or premises.
13. Sustained by **you**, a **relative**, or a **resident** while the **insured auto** is being operated by any **relative** or **resident** not listed on the **Declarations Page** before the **auto accident**.
14. Sustained as a result of the use of a **vehicle** by a person or persons specifically excluded by endorsement.
15. Sustained from any source other than an **auto accident**.
16. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, or riot.
17. While in the commission of a **crime**, driving while intoxicated, or driving while impaired.

LIMITS OF LIABILITY — PART B ONLY

We will pay no more than the limit of liability shown for this coverage on the **Declarations Page** to or for each covered animal as the result of any one **auto accident**. Any amount paid or payable under this coverage for a covered animal will be reduced by any payment made to the **insured person** under Part A - Liability Coverage or Part C - Uninsured and Underinsured Motorist Coverage of this policy.

In no event will an **insured person** be entitled to receive duplicate payments for the same element of loss.

OTHER INSURANCE - PART B ONLY

Any payment **we** make under this Part to an **insured person** is excess over any:

1. Other available medical insurance; or
2. Medical, surgical, hospital or funeral services benefit or reimbursement plan; or
3. Individual, blanket or group **auto accident**, disability or hospitalization insurance; or
4. Premises medical payments insurance.

In no event will an **insured person** be entitled to receive duplicate payments for the same element of loss

OUR RIGHT TO RECOVER PAYMENT – SUBROGATION

If **we** make payment under this policy, **we** maintain the right of recovery against the person(s) or organization found to be legally responsible.

When a person has been paid damages by **us** under this coverage, and recovers from another party, the amount recovered from the other party shall be held by the person in trust for **us** and reimbursed to **us** to the extent of **our** payment.

The following endorsement applies only if Form Number AZ UMCW 10 2026 appears on **your Declarations Page**.

WAIVER OF DEDUCTIBLE – COLLISION LOSS FROM UNINSURED DRIVER

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

INSURING AGREEMENT

We will pay compensatory damages which **you** are legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **property damage** caused by an **auto accident** arising out of actual physical contact with **your insured auto**. The **owner's** or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**. **We** will pay under this coverage only if the **Declarations Page** indicates that **Collision** coverage is provided for **your insured auto** involved in the **auto accident**.

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

ADDITIONAL DEFINITIONS

As used in this endorsement:

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

1. **Loss** of use of **your insured auto**; or
2. Damage to personal property contained in **your insured auto**.

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

1. To which no liability bond or policy affording coverage for **property damage** applies at the time of the **auto accident**.
2. To which a liability bond or policy affording coverage for **property damage** applies at the time of the **auto accident**. In this case, its limit for **property damage** liability must be less than the applicable minimum limits for **property damage** liability required by the financial responsibility law of Arizona.
3. To which a liability bond or policy affording coverage for **property damage** applies at the time of the **auto accident** but the bonding or insuring company:
    a. is or becomes insolvent; or
    b. fails to confirm coverage within 60 days from the date such company receives notification of a claim by or on behalf of **you**.

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

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

EXCLUSIONS

We do not provide Waiver of Deductible coverage for **property damage**:

1. If **you** or **your** legal representative settles the **property damage** claim and such settlement prejudices **our** right to recover payment.
2. When **your insured auto** is being used as a public or livery conveyance or for any **business** or **business**-related purpose, unless **business** use of the **insured auto** has been declared by **you** and an additional premium has been paid. This exclusion does not apply to a share-the-expense carpool.
3. To any motor **vehicle owned** by **you** or any **relative or resident** which is not insured for this coverage under this policy or any other policy. This includes a **trailer** of any type used with that **vehicle**.
4. If the **owner**, operator or license plate number of the **uninsured motor vehicle** cannot be identified.
    a. This coverage shall not apply directly or indirectly to benefit any insurer of the property.

We do not provide Waiver of Deductible coverage for punitive or exemplary damages or **diminution of value**.

LIMIT OF LIABILITY

Our maximum limit of liability for all damages resulting from any one **auto accident** will be the lesser of:

1. $500.00; or
2. The amount shown as the **collision deductible** on **your** covered **auto** in the **Declarations Page**; or
3. The **actual cash value** of **your insured auto**. This is the most **we** will pay, regardless of the number of:
    a. claims made; or
    b. **vehicles** or premiums shown in the **Declarations Page**; or
    c. **vehicles** involved in the **auto accident**.

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

Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of the **property damage** by or on behalf of persons or organizations who may be legally responsible.

OTHER INSURANCE

If there is any other similar insurance available under more than one policy or provision of coverage that is similar to the insurance provided under this endorsement:

1. **We** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits covering on the same level of priority.

ARBITRATION

1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree.
2. If **we** do not agree with **you**:
    a. Whether **you** are legally entitled to recover damages for **property damage**; or
    b. As to the amount of damages which are recoverable by **you**

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

ADDITIONAL DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking coverage under this endorsement, or someone on that person's behalf, must also report the **auto accident** within 10 days to **us** or **our** authorized representative.

The following endorsement applies only if Form Number AZ AD 10 2026 appears on **your Declarations Page**.

ACCIDENTAL DEATH BENEFIT

INSURING AGREEMENT

We will pay the Accidental Death Benefit limit listed on **your Declarations Page** in the event of the **accidental death** of an **insured person**. The Accidental Death Benefit is payable only after **we** are furnished with:

1. a copy of the **insured person's** death certificate; and
2. a sworn statement from the legal representative of the **insured person's** estate which identifies all persons entitled to benefits resulting from the **insured person's** death.

We will pay regardless of fault in the **auto accident**.

ADDITIONAL DEFINITIONS

As used in this endorsement:

"**Accidental death**" means the death of an **insured person** that:

1. is a direct result of **bodily injury** sustained in an **auto accident** arising from the ownership, maintenance, or use of an **insured auto**; and
2. occurs within ninety (90) days of the date the **bodily injury** was sustained.

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

1. **you**; or
2. any **relative** or **resident** named and identified on the **Declarations Page**.

EXCLUSIONS

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED FOR ANY OF THE EXCLUSIONS LISTED BELOW.

Accidental Death Benefit coverage does not apply to an **auto accident** that:

1. results from the ownership, maintenance, or use of a **vehicle** while it is used:
    a. to transport persons or property for a fee or compensation;
    b. for **ride-sharing**; or
    c. for **app-based delivery**;
    d. for any **business**-related activity, unless **business** use of the **insured auto** has been declared by **you** and an additional premium has been paid.

    This exclusion does not apply to shared-expense car pools or to use by an insured person of a motor **vehicle** in the course of an insured person's volunteer work for a tax-exempt organization. **We** will not consider a car- pooling service, that a **transportation network company** facilitates, to be a traditional shared-expense carpool.
2. occurs while an **insured auto** is being used as par of a **personal vehicle sharing program**.
3. occurs while an **insured auto** is being used for snow removal, or any kind of wholesale or retail delivery, including but not limited to pizza, magazine, flowers, newspaper, mail or other **business** types of delivery;
4. occurs while an **insured auto** is being used during the course of an **insured person's** employment to transport people, including but not limited to nursery school children, medical patients, clients, hotel guests, and the like;
5. occurs while an **insured auto** is being used in a commercial capacity;
6. occurs while an **insured auto** is being used to transport explosives, flammable liquid, or similarly hazardous material;
7. occurs while an **insured auto** is being towed, or towing another **vehicle**;
8. arises out of the ownership, maintenance, or use of any **vehicle**, other than an **insured auto**, which is **owned** by **you**, a **relative** or **resident**, or an **insured person**, furnished to or available for **your**, a **relative** or **resident's**, or an **insured person's** regular use;
9. occurs while an **insured person** is **occupying** an **insured auto** while being used as a residence or premises;
10. is caused intentionally by an **insured person** or at an **insured person's** direction;
11. occurs while an **insured person** is engaged or involved in any illicit trade or transportation;
12. occurs while an **insured person** is fleeing or eluding law enforcement officials;
13. occurs while an **insured person** is engaged in the commission of a **crime**;
14. results from the ownership, the maintenance or use of a **vehicle** in any organized or un-organized **racing** event;
15. is caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, or riot;
16. occurs while an **insured person** is **occupying** an **insured auto** while being used off of public or private roads for
17. race, sport, rally or other recreational purposes; or
18. occurs while an **insured person** is not wearing a factory installed seat belt and lap or shoulder restraint, as verified by the investigating law enforcement officer.

LIMIT OF LIABILITY

The Accidental Death Benefit limit shown on the **Declarations Page** is the most **we** will pay for the **accidental death** of each **insured person** regardless of the number of:

1. claims made;
2. **insured autos**;
3. **insured persons**;
4. lawsuits brought;
5. **vehicles** involved in the **auto accident**;
6. premium paid; or
7. policies.

At no time will **we** owe more than the Accidental Death Benefit limit for the **accidental death** of each **insured person** that is otherwise covered under this endorsement.

PAYMENT OF BENEFITS

The Accidental Death Benefit limit shown on the **Declarations Page** will be paid in the event of the **accidental death** of an **insured person** to the following, in order of priority. Benefits are payable to the **insured person's**:

1. spouse;
2. children, if there is no surviving spouse;
3. parents, if there are no surviving children; or
4. estate, if there are no surviving parents.

If a benefit hereunder becomes payable to a deceased **insured person's** children or parents, each such child or parent will be entitled to an equal portion of the benefit, provided that the total amount of such benefit will not exceed the Accidental Death Benefit limit shown on the **Declarations Page**.

OTHER INSURANCE

Benefits under this endorsement are primary and shall not reduce, or be reduced by, any other coverage or benefit provided under this policy.

All other terms, limits, and conditions of this policy remain unchanged.

The following endorsement applies only if Form Number AZ MC 01 2026 appears on **your Declarations Page**.

EMERGENCY ROADSIDE ASSISTANCE

This coverage applies to **your insured auto** for which a premium is shown for Roadside Assistance on **your Declarations Page**. Roadside Assistance is provided by independent contractors.

INSURING AGREEMENT

We will provide Roadside Assistance coverage when **your insured auto** is disabled due to a **covered service**. When **you** call the toll-free number provided, emergency service will be sent to the place of **your insured auto's** disablement. **Your insured auto** will either be serviced or towed. **You** must show picture identification.

ADDITIONAL DEFINITIONS

As used in this endorsement:

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

1. **you**; or
2. a **relative** or **resident**; or
3. any person operating **your insured auto**.

"**Covered service**" or "**covered services**" means all of the following:

1. Towing and Emergency Road Service
    a. Towing Assistance - When towing is necessary, **your insured auto** will be towed to the nearest service facility or to any location of **your** choice.
    b. Extrication Assistance - **Vehicle** extrication will be provided when **your insured auto** is stuck in a ditch or other inaccessible area, when such location is within fifty (50) feet of a paved road or highway. This service does not provide for extrication when driving **your insured auto** off-road or on unpaved surfaces.
    c. Battery Failure Assistance - A jump-start will be applied to start **your insured auto**.
    d. Flat Tire Assistance - Service consists of the removal of the flat tire and its replacement with the inflated spare tire located with **your insured auto**.
    e. Fuel, Oil, Fluid and Water Delivery Service – An emergency supply of fuel (up to 3 gallons where allowed by law), oil, fluid and water will be delivered if **your insured auto** is in immediate need. The cost of the oil or other fluid and any fuel in excess of 3 gallons is not covered.
2. Lock and Key Service - If **your** keys are lost or locked inside of **your insured auto we** will pay for service of a locksmith to unlock **your insured auto** or repair **your insured auto's** broken lock or key.
3. Rental Reimbursement - Whenever a covered **vehicle** is disabled from any covered loss and retained overnight by a repair facility, **we** will reimburse **you**.
4. Theft and Hit and Run Reward - Upon notification that **you** are a victim of a hit and run **auto accident** or had an **insured auto** stolen a reward shall be offered for information leading to the arrest and conviction of the responsible party.

EXCLUSIONS

The following are not included in this coverage:

1. Disablement due to the use of intoxicants or narcotics, or the use of **your insured auto** in the commission of a felony.
2. Cost of parts, replacement keys, fluids, lubricants, fuel (in excess of 3 gallons), installation of products, materials or additional labor relating to towing.
3. Non-emergency mounting or removing of snow tires or chains; shoveling snow from around **your insured auto**.
4. Tire repair or replacement.
5. Motorcycles, trucks, or vans with a Gross Vehicle Weight rating of 10,000 pounds or more, taxicabs, limousines or other commercial **vehicles**.
6. Motor homes; recreational vehicles, **trailers** of any type or any **vehicle** in tow.
7. Any and all tolls, taxes and fines.
8. Damage or disablement due to fire, flood or vandalism.
9. Disablement that is not the result of a **covered service**.
10. Towing from or repair work performed at a service station, garage or repair shop.
11. Towing by other than a licensed towing company, service station or garage; **your insured auto's** storage charges; a second tow for the same disablement.
12. Towing or service on **your insured auto** if it is not in a safe condition to be towed or serviced, or that may result in damage to **your insured auto** if it is towed or serviced.

13. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
14. Towing at the direction of a law enforcement officer relating to illegal parking, traffic obstruction, impoundment, abandonment, or other violations of law.
15. Disablement that results from the willful acts or actions of the **insured person**.
16. Repeated service calls for **your insured auto** that is in need of routine maintenance or repair.

LIMIT OF LIABILITY

Our limit of liability for any **covered service** for **your insured auto** shall be defined by the Roadside Assistance coverage shown on **your Declarations Page** as Basic or Plus.

Roadside Assistance Basic Service

1. Towing and Emergency Road Service:
    a. $250 limit
    b. Maximum of $100 coverage per incident
2. Lock and Key Service:
    a. $250 limit
    b. Maximum of $100 per incident
3. Rental Reimbursement:
    a. $150 limit
    b. $15 per day, maximum of 10 days per policy term
4. Theft and Hit and Run Reward: $750

Roadside Assistance Plus Service

1. Towing and Emergency Road Service:
    a. $1000 limit
    b. Maximum of $150 coverage per incident
2. Lock and Key Service:
    a. $500 limit
    b. Maximum of $150 per incident
3. Rental Reimbursement:
    a. $500 limit
    b. $25 per day, maximum of 20 days per policy term
4. Theft and Hit and Run Reward: $1500

TERRITORY

This endorsement applies only to **covered services** within the United States and Canada.

The following endorsement applies only if Form Number AZ BU 10 2026 appears on **your Declarations Page**.

BUSINESS USE COVERAGE ENDORSEMENT

This coverage applies to **your insured auto** if **business** use is shown on **your Declarations Page** and additional premium has been paid for this coverage.

The provisions and exclusions that apply to **your** Personal Auto Policy apply to this Endorsement, except as changed by this Endorsement.

INSURING AGREEMENT

If **you** have selected **business** use for **your insured auto**, **you** agree with **us** that the Personal Auto Policy is amended as follows:

DEFINITIONS USED THROUGHOUT THIS POLICY

The following definitions replace those found in the section titled **DEFINITIONS USED THROUGHOUT THIS POLICY**:

1. **Auto** means a licensed and registered motorized four-wheel land **vehicle** of the private passenger type and that is intended for use on public roads. **Auto** includes a pickup, a van, or a sport utility vehicle that has a Gross Vehicle Weight rating of 14,000 pounds or less. **Auto** does not include vehicles with more than four wheels such as dual rear wheel vehicles that contain two pairs of rear wheels for a total of six. **Auto** does not include motorcycles, midget cars, golf carts, tractors, farm machinery, ATVs, UTVs, pocket bike, motorized tricycle, motorized scooters, mopeds, motorized boards, any vehicle operated on rails or crawler treads, or any vehicle used as a residence or premises.

EXCLUSIONS - PART A ONLY

The following exclusions replace those found in the section titled **EXCLUSIONS – PART A ONLY**:

We do not cover:

1. **Bodily injury** or **property damage** that results from the ownership, maintenance, or use of a **vehicle** while it is used:
   a. to transport persons or property for a fee or compensation;
   b. for **app-based delivery**; or
   c. in the course and scope of employment or engaged in any **business**-related activity, unless **business** use of the **insured auto** has been declared by **you** and an additional premium has been paid.

   This exclusion does not apply to shared-expense car pools or to use by an insured person of a motor vehicle in the course of an insured person's volunteer work for a tax-exempt organization. We will not consider a car-pooling service that a transportation network company facilitates to be a traditional shared-expense carpool. This exclusion shall apply to amounts of coverage above the minimum statutory limits.

EXCLUSIONS - PART D ONLY

The following exclusions replace those found in the section titled **EXCLUSIONS – PART D ONLY**:

We do not cover **loss**:

1. That results from the ownership, maintenance, or use of the **insured auto** while used:
   a. to transport persons or property for a fee or for compensation;
   b. for **ride-sharing**; or
   c. for **app-based delivery**;
   d. in the course and scope of employment or engaged in any **business**-related activity, unless **business** use of the **insured auto** has been declared by **you** and an additional premium has been paid.

   This exclusion does not apply to shared-expense car pools or to use by an **insured person** of a motor **vehicle** in the course of the insured person's volunteer work for a tax-exempt organization. **We** will not consider a carpooling service that a **transportation network company** facilitates to be a traditional shared-expense car pool.
2. That results from the ownership, the maintenance or use of a **vehicle** or a **trailer** while a person is engaged in any **business** activity other than **auto business**, unless **business** use of the **insured auto** has been declared by **you** and an additional premium has been paid. This exclusion includes use of a **vehicle** for delivery of goods or services arising out of any **business**.