



A Stock Company

**PERSONAL
AUTOMOBILE
INSURANCE POLICY**

**PLEASE READ YOUR
POLICY CAREFULLY**

**IF YOU HAVE ANY QUESTIONS,
PLEASE CONTACT YOUR LOCAL
AGENT.**

**NOTIFY THE COMPANY'S CLAIM
OFFICE IN OAKBROOK TERRACE,
ILLINOIS BY TELEPHONE OF EVERY
ACCIDENT, HOWEVER SLIGHT,
IMMEDIATELY UPON ITS
OCCURRENCE AT 630-645-7755.**

Form# NVPOL02012015

American Access Casualty Company

Personal Automobile Insurance Policy

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INSURING AGREEMENT

Coverage and limits of liability are shown on the Policy Declarations.

This insurance applies only to **accidents** and **losses** happening while this policy is in force.

WE do not provide coverage earlier than the date and time of **YOUR** application for insurance.

This policy is issued by **US**, in reliance on statements made in **YOUR** application for insurance. If **YOU**, or the applicant, made false statements this policy may not provide any coverage.

False statements on **YOUR** application for insurance include, but are not limited to, failure to disclose:

Residents of **YOUR** household, or persons regularly driving **YOUR** car(s).

Traffic violations, **accidents**, license suspensions.

Commercial or business use of **YOUR** car(s).

Failure to provide **YOUR** correct residence address, or garage address, of **YOUR** car(s).

If **YOU** fail to abide by the provisions of this section, and **WE** make payment because of financial responsibility laws of any state or obligation to a lien holder, **WE** have the right to recover all damages and expense from **YOU**.

WE may adjust **YOUR** policy period and/or premium rate to reflect correct driving records. **We** may also correct erroneous underwriting or rating information on **YOUR** application to **OUR** correct premium rates.

The Policy Declarations, applicable Endorsements and **YOUR** application for insurance are part of this policy.

DEFINITIONS UNDER PART A— “BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COVERAGE”

The following definitions apply to coverage afforded by this policy.

A. “**YOU**” and “**YOUR**” refer to the **named insured** shown on the Policy Declarations. It also refers to that person’s spouse or domestic partner as recognized under Nevada law, if a resident of the same household.

Throughout this policy, when the word "spouse" is used, it also refers to a domestic partner under Nevada law.

B. “**WE**”, “**US**”, and “**OUR**” refer to the company providing this insurance.

C. “**Bodily injury**” means physical harm, or death, of a person caused by a car **accident**.

D. “**Property damage**” means physical damage to, or destruction of, tangible property, including loss of use, caused by a car **accident**.

E. “**Accident**” is a sudden, unexpected and unintentional event which results in **bodily injury** or **property damage** which occurs during the policy period and arises from the ownership, maintenance or use of a car.

F. “**Car**” means a four wheel private passenger motor vehicle or jeep type automobile licensed for use on public highways. It must be designed solely to carry persons including pickups, vans and utility vehicles with a rated load capacity of 2,000 pounds or less.

Car does not include motorcycles, mopeds or off road vehicles.

G. A private passenger car described in this policy and a private passenger car you purchase or lease for more than six continuous months, during the policy period. The company must be notified within 30 days and the company must insure all owned automobiles.

H. **Temporary substitute automobile** means an automobile not owned by the **named insured** or any resident of the same household while temporarily used as a substitute for the owned automobile, when withdrawn from normal use because of its breakdown, repair, servicing, **loss**, or

destruction and is not a non-owned automobile. There is no coverage under physical damage coverage when the owned automobile qualifies as a **temporary substitute automobile**.

- I. “**Non-owned automobile**” means a private passenger farm or utility automobile not owned by or furnished for the regular use of either the **named insured** or any **relative** of the **named insured** other than a **temporary substitute automobile** is in possession or custody of the insured or is being operated by his/her

- J. “**Insured car**” for purpose of LIABILITY, MEDICAL PAYMENTS or UNINSURED MOTORIST coverage means a car shown on the Policy Declarations with a premium shown for each coverage.

- K. “**Utility trailer**” means a trailer designed to be towed by a car, including a farm wagon or implement.

- L. “**Insured person**” refers to **you** and any other person, not excluded from coverage, while using **your insured car** with **your** permission and within the scope of that permission.

- M. “**War**” means **war**, whether or not declared, civil **war**, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

- N. “**Named Insured**” means the individual named in the Declaration and also includes his/her spouse, if a resident of the same household.

DEFINITIONS UNDER PART E “PHYSICAL DAMAGE COVERAGE”

- A. “**Insured car**” for purpose of PHYSICAL DAMAGE, ROADSIDE ASSISTANCE OR RENTAL CAR ALLOWANCE coverage means a car shown on the Policy Declarations, with a premium shown for the coverage.

PHYSICAL DAMAGE coverage does not apply for an additional car **YOU** acquire, until **YOU** notify **US** of its acquisition, allow **US** to inspect it, and **WE** agree to provide coverage.

- B. “**Loss**” means sudden, direct and **accidental** and not expected or intended.

- C. “**Insured person**” refers to **YOU** and any other person, not excluded from coverage, while using

your insured car with **your** permission and within the scope of that permission.

- D. “**Relative**” is a resident of the same household as **YOU**, who does not lease or own a car in whole or in part, and is related to **YOU** by blood, marriage or adoption, including a ward or foster child.
- E. “**Occupying**” means in or upon or entering into or exiting.
- F. “**Forcible entry**” means unauthorized entry and use of actual force and tampering. This must be evidenced by marks or damage to the ignition, ignition locks, steering locks, or other security devices installed to prevent operation by unauthorized person.

REPORTING A CLAIM YOUR DUTIES

If **YOU** are involved in an **accident** or **loss**, **YOU** must report the **accident** or **loss** to **US** within 30 days and report to the police within 24 hours or as soon reasonable.

Delay in providing notice may jeopardize **your** claim rights.

Failure to report an **accident** or **loss** to **US** promptly, or failure to cooperate with **US** in the investigation and settlement of an **accident** or **loss**, or failure to allow **US** to inspect **Your car** prior to its repair or disposal, may result in denial of coverage and legal defense.

The following is information **YOU** must truthfully provide to **US**.

- a. **YOUR** name, address and the telephone number where **YOU** can be contacted.
- b. Date, time, place and facts of the **accident** or **loss**.
- c. Name of the investigating police department, if any.
- d. Names and addresses of all persons or witnesses involved.
- e. Location of **YOUR** car, and whether it is drivable.

YOUR ADDITIONAL DUTIES

When there is an **accident** or **loss**, **YOU** must cooperate and assist **US**, in any reasonable manner,

including, but not limited to, the following:

- a. Making settlements.
- b. Securing and giving evidence.
- c. Delivering to **US**, within 72 hours of receipt, any correspondence, or legal papers received relating to a claim or lawsuit. This includes demand, summons, or other process received. The company will not be obligated to pay **bodily injury** or **property damage** unless proper notice is given. If a judgment is entered he/she must vacate the judgment, at their own expense, before American Access Casualty Company will defend.
- d. Testifying and assisting with getting witnesses to testify at hearings or trials.
- e. Giving the representative(s) **WE** designate statements, including statements under oath, as often as **WE** reasonably request and at a time and location designated by **US**.
- f. Allow the company to inspect and appraise the insured automobile before its repair or disposal.

IF YOUR CAR IS VANDALIZED OR STOLEN
YOU MUST:

1. Make a written report to the police within 24 hours of the **loss**. **You** must also report the **loss** to **US** as soon as reasonably possible.
2. Protect **YOUR** damaged car from further damage. **WE** will pay any reasonable expense incurred to make **YOU** whole, but will not pay for expenses to enrich **you**.
3. Provide **US** with all pertinent records, or certified copies of receipts and invoices **WE** request.

YOUR ADDITIONAL DUTIES FOR MEDICAL PAYMENTS, UNINSURED or UNDERINSURED MOTORIST CLAIMS. YOU MUST:

- a. Give **US** details about the death, injury, treatment and any other pertinent information **WE** request;
- b. The insured, executor, or legal representative must authorize **us** to obtain all medical reports and records.
- c. Be examined by doctors chosen (and paid for) by **US**, as often as **WE** reasonably require.

WE will provide a copy of the examiner's report to the person examined upon written request of the person or their legal representative;

- d. If the **accident** involves a "hit and run" motor vehicle **YOU** must report the **accident** to the police within 24 hours and notify **US** as soon as reasonably possible.

YOU MUST NOT VOLUNTARILY, EXCEPT AT YOUR OWN EXPENSE:

1. Make any payment, or assume any obligation, to others.
2. Incur any expenses, other than for emergency first aid to others.
3. Enter into any settlement agreement or release with others, without **our** knowledge and written consent.

POLICY EXCLUSIONS WHICH APPLY TO ALL COVERAGE IN THIS POLICY.

Please read carefully. There are situations not covered by this policy.

In addition to exclusions applicable under each policy coverage, the following exclusions apply to all coverage afforded by this policy. **WE DO NOT INSURE:**

1. Any motor vehicle, or person **occupying** a motor vehicle, used to carry people or property for a fee, except for purposes of a private shared- expense car pool.
2. Intentional or expected damage caused by any person using **YOUR** car or at the direction of **you**.
3. Any person involved in an **accident** or **loss** while committing (or participating in) a crime or illegal occupation, other than a traffic violation, and including while fleeing or eluding the police or other law enforcement or government authorities.
4. Any car while participating in any prearranged or organized racing, speed contest, pulling activity, demolition or any form of stunt driving.
5. Liability assumed by **YOU** under any contract or agreement.

6. Any automobile while used for a delivery purpose during the course of business or any commercial purpose.
7. Damage incurred while a car is being driven by or in the control of any person excluded from coverage.
8. **Loss** due to **war**, riot, or civil commotion. This includes while the automobile is used for the transportation of hazardous substance or flammable liquid.
9. If **you** are renting a car as a temporary substitute or as a vehicle to take on vacation, **your** physical damage coverage does not apply. The only coverage available for a rental car is **bodily injury** and **uninsured** motorist.

IF **WE** ARE REQUIRED BY THE LAWS OF THE STATE OF NEVADA TO PAY A CLAIM INVOLVING A CAR DRIVEN BY OR IN THE CONTROL OF ANY PERSON EXCLUDED FROM COVERAGE, **WE** HAVE THE RIGHT TO RECOVER ALL DAMAGES AND COSTS, INCLUDING LEGAL AND OTHER EXPENSES FROM **YOU**.

10. Any damages sustained while a car is driven by (or in the care, custody or control of) any person while engaged in the business of selling, servicing, repairing, storing, parking, delivering, or testing motor vehicles.

DUPLICATE PAYMENT ALL POLICY COVERAGE.

WE DO NOT PROVIDE DUPLICATE PAYMENT FOR DAMAGES. IF A DAMAGE MAY BE COVERED BY MORE THAN ONE COVERAGE OR POLICY ISSUED BY **US**, IT WILL BE PAID FROM ONLY ONE COVERAGE, NOT EACH POSSIBLE COVERAGE OF THAT DAMAGE.

LIABILITY COVERAGE

WE will pay damages, excluding punitive or exemplary, for which an **insured person** is legally obligated, because of **bodily injury** or **property damage** resulting from an **accident** involving an insured vehicle.

WE will defend any lawsuit, or settle any claim, as **WE** think proper.

OUR obligation to defend a lawsuit ends when the amount **WE** pay, or offer to pay, equals **OUR** limit of liability coverage.

LIMITS OF LIABILITY

WE will pay up to the limit of liability shown on the Policy Declarations as follows:

The **BODILY INJURY** liability limit for “each person” is the maximum limit **WE** will pay to any one person for **bodily injury** because of any one **accident**.

The **BODILY INJURY** liability limit for “each **accident**” is the maximum limit **WE** will pay to two or more persons for **bodily injury** from any one **accident**.

The **PROPERTY DAMAGE** liability limit for “each **accident**” is the maximum limit **WE** will pay for all damage to all property, including **loss** of use, thereof as the result of any one **accident**.

For any **accident**, **WE** will pay no more than the **BODILY INJURY** or **PROPERTY DAMAGE** liability limits shown on the Policy Declarations for any one car; even if a separate premium is charged for each car. This limit applies no matter how many cars are shown on the Declarations, the number of **insured persons**, the number of claims or claimants, the number of policies issued by **US** or the number of cars involved in the **accident**.

Any amount payable under this coverage, to or for an **insured person**, will be reduced by the amount of any money paid to or for that person under any **UNINSURED OR UNDERINSURED MOTORIST** coverage of this policy.

ADDITIONAL PAYMENT LIABILITY COVERAGE

WHEN WE DEFEND A LAWSUIT AGAINST AN INSURED PERSON WE WILL PAY, IN ADDITION TO OUR LIMITS OF LIABILITY:

1. All costs **WE** have to settle any claim or defend any lawsuit, including appeals, in aggregate amounts up to **OUR** limits of liability coverage.
2. Interest on damages awarded in any lawsuit **WE** defend until **WE** have paid, offered to pay, or deposited in court, an amount equal to **OUR** limit of liability.

3. Reasonable expenses an **insured person** incurs at **OUR** request, if **WE** ask the **insured person** to attend hearings or a trial.

NAMED OPERATOR POLICY

When a NAMED OPERATOR policy is shown on the Declarations page, **WE** insure one named operator instead of a car. The following changes will apply to the liability coverages afforded by this policy:

1. **WE do not** insure a particular car. **WE** insure one named operator only, the **Named Insured**, to drive any car not owned by or furnished for the regular use of the **named insured**. It can also not be furnished for the regular use of his or her spouse or any other member of the household. **WE** will also pay for damage for which the Named Operator is required to pay by law, when caused by an unattended car, not operated or in the control of any other person. **WE PROVIDE NO COVERAGE FOR ANY OPERATOR EXCEPT THE NAMED INSURED.**
2. The definition of **You** or **YOUR** is replaced by “the person shown on the Declarations page as **Named Insured** and no other person”.

FINANCIAL RESPONSIBILITY LAWS

If **WE** certify this policy as “Proof of Financial Responsibility” by filing an SR-22 or other financial responsibility form in a particular state, this policy will comply with the minimum financial responsibility requirements, but in no event in excess of the minimum, in that state.

OTHER INSURANCE

For a car shown on the Declarations page or a replacement car, if there is any other liability insurance applicable to an **accident**, **WE** will pay only **OUR** share of the **accident**. **OUR** share is the proportion that **our** limit of liability bears to the total limits of all applicable liability insurance.

If this policy is a “NAMED OPERATOR” policy, or for an **accident** involving an **insured person’s** occasional use of a non-owned auto, **OUR LIABILITY coverage applies as excess coverage only,** payable over any other applicable liability insurance.

Physical damage coverage of this policy is excess against such **loss**, with respect to a temporary substitute or **non-owned automobile**, over any other valid collectible insurance, self insurance, or bond.

LIABILITY COVERAGE EXCLUSIONS

READ CAREFULLY THESE SITUATIONS ARE NOT COVERED BY THIS POLICY.

In addition to the policy exclusions which apply to all coverages in this policy, WE do not provide liability coverage:

1. For **bodily injury** to an employee or fellow employee of an **insured person**, arising in the course of employment.
2. For damage to property owned by, rented to, used by, in the custody of, or being transported by, an **insured person**. This does not include damage to a residence or private garage leased or rented to an **insured person**.
3. For **bodily injury** that involves the ownership, maintenance or use of any motor vehicle not shown on the Declarations page. This does not apply to replacement cars, newly acquired additional cars, or occasional use of non-owned cars.
4. For **bodily injury** or **property damage** arising out of the operation of farm machinery.
5. For injury to any person operating or having care, custody, or control of an **INSURED CAR** if they are the at fault party for the loss in question.
6. **Bodily injury** or **property damage** to the **named insured** or any **relative** of the **named insured** related by blood, marriage or adoption residing in the same household as the insured. The term "insured" as used in this exclusion means the person against whom the claim is made or suit is brought. This exclusion shall not apply when a third party acquires the right of contribution against a member of the injured person's family.
7. Any automobile rented or leased to the **named insured** and operated by any other operator unauthorized or excluded under the terms of any rental agreement.
8. Any automobile while pushing or pulling another automobile or vehicle except for a trailer rented by an insured.

MEDICAL PAYMENTS COVERAGE

To pay all reasonable expenses incurred and submitted to the Company within one year from the date of **accident** for necessary medical, surgical, X-ray and dental

services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services to or for the **named insured** and each **relative** who sustains **bodily injury** caused by **accident**, while **occupying** an automobile; or to or for any other person who sustains **bodily injury** caused by **accident**, while **occupying**:

- (a) the owned automobile, while being used by an insured; or
- (b) a **non-owned automobile**, if the **bodily injury** results from its operation by an insured provided no such payment shall be made unless the person to or for whom such payment is made shall have executed a written agreement that the amount of such payment shall (1) be applied toward the settlement of any claim or the satisfaction of any judgment for damages entered in his/her favor, (2) against any insured because of **bodily injury** arising out of an **accident** to which the Part A – “Bodily Injury Liability and Property Damage Liability Coverage” Coverage applies.

Definitions. The definitions under Part A – “Bodily Injury Liability and Property Damage Liability Coverage” Coverage apply to “Medical Payments Coverage” Coverage.

Exclusions. This policy does not apply and does not provide coverage under “Medical Payments Coverage” Coverage to **bodily injury**:

- (a) sustained while **occupying** (1) an automobile while used for a delivery purpose during the course of business or for other commercial purpose, or (2) any automobile while located for use as a residence or premises;
- (b) sustained by the **named insured** or a **relative** (1) while **occupying** an automobile owned by or furnished for the regular use of either the **named insured** or any resident of the household of the **named insured**, other than an automobile defined
- (c) herein as an “owned automobile”, or (2) while **occupying** or as a result of being struck by (i) a motor vehicle or other equipment designed for use principally off public roads while not upon public roads, or (ii) a vehicle operated on rails or crawler-treads;
- (d) sustained by any person other than the **named insured** or a resident of the household of the **named insured**, resulting from use of (1) a **non-owned automobile** while used in the automobile business, or (2) a **non-owned automobile** in any other business or occupation except operation or occupancy of private passenger automobile by the **named insured** or by his/her private chauffeur or domestic servant or a trailer used therewith or with an owned automobile;

- (e) sustained by any person who is employed in the automobile business, if the **accident** arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any worker's compensation law;
- (f) from **loss** due to **war**;
- (g) to the extent any medical expense is paid or payable to or on behalf of the injured person under the provisions of any other (i) insurance affording benefits for medical expenses, (ii) individual, blanket group **accident**, disability or hospitalization insurance, (iii) medical or surgical reimbursement plan, or (iv) worker's compensation or any similar law;
- (h) resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- (i) arising out of the operation of any automobile designed for racing while being tested, repaired or serviced, or to any automobile while used, operated, manipulated or maintained in any pre-arranged or organized racing event;
- (j) while any automobile is in the control of an excluded operator;
- (k) incurred by any person while operating or **occupying** any automobile without a reasonable belief that he or she is entitled to do so, however this exclusion does not apply to the **named insured** or a **relative** with regard to the operation of the owned automobile;
- (l) arising out of the operation, occupation or use of a motor vehicle during or in connection with the commission of a crime or while attempting to elude police.;
- (m) arising out of the operation or occupation of a motor vehicle in such circumstances where **bodily injury** is either expected or intended by the insured or incurred by an insured occupant of a vehicle who is complicit in the intentional act of the driver of that vehicle.

Arbitration. If any person making claim hereunder and the Company do not agree that a medical bill submitted for payment is not usual and customary or necessary and reasonable or do not otherwise agree that it is payable under "Medical Payments Coverage", these matters shall be submitted to arbitration. Upon the insured or the Company demanding arbitration, the insured and the Company shall each select a qualified arbitrator and the two arbitrators so named shall select a third arbitrator. The three arbitrators so selected shall hear and determine the questions in dispute. Any decision made by the arbitrators shall be non-binding for the amount decided by the arbitrators to be payable hereunder not exceeding the limits of liability for Medical Payments as provided in the Declarations of this policy subject to all other terms and conditions of this policy. To the extent that an arbitration decision exceeds the limit of liability, it is

void. The authority of the arbitrators is limited to a determination of the amount due for Medical Payments and does not extend to punitive damages or other damages other than Medical Payments covered by this policy. Each party shall bear the cost of his/her own arbitrator and shall share equally the costs of the third arbitrator. No arbitrator shall have authority to hear or decide class or representative claims.

Limits of Liability. The limit of liability for this Medical Payments Coverage as stated in the Declarations as applicable to “each person” is the maximum limit of the Company’s liability for all expenses incurred by or on behalf of each person who sustains **bodily injury** as the result of any one **accident**. Therefore, this limit of liability for this medical payments coverage is the most the Company will pay under this coverage regardless of the number of:

- (1) insured;
- (2) claims made or suits resulting from **bodily injury**;
- (3) automobiles or separated itemizations of premium stated in the Declarations; or
- (4) automobiles involved in the **accident**.

The limits for any coverage for any automobile under this policy may not be aggregated with the limits for any similar coverage, whether provided by the Company or another insurer, applying to other motor vehicles, for purposes of determining the total limit of insurance coverage available for **bodily injury** suffered by a person in any one **accident**. Therefore, the total limit of liability under all the policies, whether provided by the Company or another insurer shall not exceed the highest applicable limit of liability under any one policy.

Other Insurance. If there is other automobile medical payments insurance against a **loss** covered by- “Medical Payments Coverage” Coverage of this policy, the Company shall not be liable under this policy for a greater proportion of such **loss** than the applicable limit of liability stated in the Declarations bears to the highest applicable limit of liability of any valid and collectible automobile medical payments insurance; provided, however, the insurance with respect to a **temporary substitute automobile** or **non-owned automobile** shall be excess insurance over any other valid and collectible automobile medical payments insurance.

Legal Action Against the Company Under This Part D - “Medical Payments” Coverage. No suit, action or arbitration for recovery of any claim may be brought against this Company until the **named insured, relative,** or any other person has fully complied with all the terms of this policy. Further, any suit or action will be barred unless commenced within two years after the date of the **accident**.

UNINSURED/UNDERINSURED
MOTORIST COVERAGE

WE will pay no more than OUR highest limit of liability for UNINSURED/UNDERINSURED coverage shown on the declarations page for “each person”. This is regardless of the number of vehicles or premiums shown, the number of insured persons, the number of policies issued by US, the number of claims or claimants, or the number of vehicles involved in the accident.

If a premium is shown on the declarations page for **uninsured** or **underinsured** motorist, **WE** will pay damages up to **OUR** limit of liability for the coverage shown, which an **insured person** is entitled to recover by law from the owner or operator of an **uninsured**, or **underinsured** motor vehicle, for **bodily injury** caused by a car **accident**, and resulting from the ownership, maintenance or use of the **uninsured** motor vehicle. **WE** will not pay damages for punitive or exemplary damages. **WE** will not pay damages for mental distress or any mental disorder.

WE will not make payment for UNDERINSURED MOTORIST coverage until the insured person’s damages for bodily injury exceed all available BODILY INJURY liability insurance for the accident.

Any amounts payable by **US** will be reduced:

1. By any payment made for **bodily injury** by, or on behalf of the owner or operator of the **uninsured** or **underinsured** motor vehicle or organization, which may be legally liable.
2. By any payments made under the **BODILY INJURY** liability or **MEDICAL PAYMENTS** coverage, of any of **OUR** policies.
3. By any payments made or payable by any other form of healthcare, disability income insurance, or compensation plan, whether governmental, group insurance through one’s employer or an individual policy.

If agreement cannot be reached with an **insured person**, as to the right to recover damages from the owner or operator of an **uninsured** or **underinsured** motor vehicle, or the amount of damages, either party may make written demand for arbitration.

YOU will select one arbitrator. **WE** will select one arbitrator. The two arbitrators will select a third arbitrator. Thereafter, the panel of three arbitrators will decide the contested claim. If suit is brought to determine legal liability or damages without **OUR** written consent, **WE** are not bound by any resulting judgment. If such arbitrators are not selected within 45 days from the receipt of such written request, either party may request the arbitration be submitted to the American Arbitration Association. In the event the two selected arbitrators cannot agree upon a third arbitrator, either party may petition any Judge in any court of record in the County and State in which the arbitration is pending to select a third arbitrator upon Notice of Motion to the other party or their attorney, if applicable, and without the necessity of filing a law suit or serving the other party with process. The arbitrators shall then hear and determine the questions in dispute and except to the extent herein provided. All arbitration hearings under this policy, including both the tripartite panel and the American Arbitration Association, shall be conducted in the County and State in which the insured resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law of that County and not in accordance with any court mandated arbitration or mediation rules. It is agreed that the arbitrator(s) shall not enter an award in excess of the applicable policy limits, and, if an award is entered in excess of the applicable policy limits then that portion of the award which exceeds the policy limits is void and not binding on either the insured or the Company. Each party will pay the expenses it incurs and the expenses of its arbitrator; and bear the expenses of the third arbitrator equally. Any arbitration award is non binding on either party.

ADDITIONAL DEFINITIONS **UNINSURED MOTORIST COVERAGE**

Uninsured means a “motor vehicle” which is not insured at the time of the **accident**, by a **bodily injury** liability policy in the minimum amount prescribed by state law.

Uninsured also includes a “motor vehicle” which is insured but with an insurer which becomes insolvent within two years of the **accident**.

Uninsured also includes a “hit and run” motor vehicle so long as there is evidence of physical contact and the vehicle is identified as such in a police report.

Uninsured does not include a “motor vehicle” leased or owned, in whole or in part, or furnished or available for the regular use of **YOU**, a **relative**, the spouse of a **relative**, or a driver named in **YOUR** application for insurance or added to this policy.

“**Underinsured**” means a “motor vehicle” which is insured at the time of the **accident** by a **bodily injury** liability policy, bond, self-insurer or governmental agency or unit, but all available limits for **bodily injury** liability for the **accident** are less than the total damages an **insured person** is legally entitled to recover from the negligent motorist(s).

“**Hit and run vehicle**” means a “motor vehicle” which makes direct physical contact with **YOUR insured car** or an **insured person**, and unlawfully leaves the scene of the **accident**, and whose owner or operator can be identified. **YOU** must report a “hit and run” **accident** to the police within 24 hours of the **accident** and to **US** as soon as reasonably possible.

“**Insured person**” refers to **you** and any other person, not excluded from coverage, while using **your insured car** with **your** permission and within the scope of that permission.

UNINSURED/UNDERINSURED **MOTORIST COVERAGE** **EXCLUSIONS**

READ CAREFULLY, THESE SITUATIONS ARE
NOT COVERED BY THIS POLICY.

In addition to the exclusions which apply to all coverages in this policy, WE do not provide **UNINSURED/UNDERINSURED MOTORIST** coverage:

1. For the benefit of, or reimbursement to a worker’s compensation, disability benefits insurer, or a self-insurer under these or similar laws.
2. For **bodily injury** to any employee of an **insured person** sustained during the course of employment.
3. For **bodily injury** to any person while **occupying** any motor vehicle or trailer leased or owned, in whole or in part, by **YOU**, a **relative**, the spouse of a **relative**. This also includes the driver named on **YOUR** application for insurance or added to this policy. This does not apply to a car shown on the Declaration page with a premium paid for **UNINSURED MOTORIST** coverage.
4. For any person who agrees to any settlement without **OUR** written consent.
5. For any occupants of **YOUR insured car**, if the car is used without **YOUR** permission.

6. For **bodily injury** involving the use of a vehicle as a residence or premises.

Legal Action Against the Company Under This Part B- “Uninsured Motorists” Coverage.

No suit, action or arbitration proceedings for recovery of any claim may be brought against this Company until the insured has fully complied with all the terms of this policy. Further, any suit, action or arbitration will be barred unless commenced within two (2) years after the date of the **accident**.

Arbitration proceedings will not commence until this Company receives at the same time (1) the insured’s written demand for arbitration and (2) the insured’s written selection of an arbitrator.

OTHER INSURANCE

For injuries sustained in an **accident** while an **insured person** is a pedestrian, or operating or **occupying** a car shown on the Declarations page, a replacement car, or a newly acquired additional car, if there is any other **uninsured or underinsured** motorist coverage applicable, **WE** will pay only **OUR** share of the **loss**. **OUR** share is the proportion that **OUR** limit of coverage bears to the total limits of all coverage that applies. **OUR ROADSIDE ASSISTANCE** coverage applies as excess coverage only, over any other towing, motor club or other coverage providing similar road service that applies.

YOU must provide **US** with written proof of **YOUR** towing expense from a licensed towing company.

POLICY ENDORSEMENTS

Policy “endorsements”, when they apply, change, modify, limit, and/or restrict coverage in **YOUR** policy.

PHYSICAL DAMAGE COVERAGE

WE will pay for covered direct and **accidental loss** or for damage resulting in physical contact to **YOUR insured car**. This includes **YOUR insured car’s** equipment, which was purchased and installed as standard or optional factory equipment from the manufacturer of the car. **YOUR** deductible applies to each **accident** or **loss**.

WE may pay the loss in money, or repair or replace a damaged or stolen car. **WE** will not pay for depreciation, betterment, mileage, or diminution of value to **YOUR insured car**, caused by a covered **loss**. **WE** will pay the cost of repairs based on a competitive estimate approved by **US**, or an estimate written by **US** based on competitive prices charged by licensed repair shops in the area where the car is to be repaired. **WE** may keep all or part of **YOUR insured car**, upon payment to **YOU** of its agreed or appraised value. **You** may not abandon the damaged car to **US**.

WE may at any time before the **loss** is paid or the car replaced, return **YOUR insured car**, at **OUR** expense, to **YOU**, or to the address shown on the Declarations page, and repair, or pay **YOU** for any resulting damage.

If **YOUR insured car** is stolen, commencing 72 hours after **YOU** report the theft to the police, **WE** will pay **YOUR** rental car, taxi cab, or “common carrier” transportation expense, up to \$15 per day for a maximum of 30 days, until **YOUR insured car** is recovered, or until **WE** offer to pay **YOU** for the car. **You** must provide **US** with written proof of **YOUR** cost of transportation.

ADDITIONAL DEFINITIONS **PHYSICAL DAMAGE COVERAGE**

Covered means **loss** involving actual physical contact or collision between **YOUR insured car** and another object, bird or animal, or upset of **YOUR insured car**, or **loss** caused by fire, theft, larceny, vandalism, malicious mischief, missiles, falling objects, windstorm, hail, earthquake, water or flood.

Accidental means a sudden and direct, unexpected event, arising from the ownership, maintenance or use of **YOUR insured car**.

Actual cash value means the amount it would cost to replace **YOUR insured car** with a car of “like kind and quality”, determined by the market value, age, mileage and condition of **YOUR insured car** at the time of **loss**.

LIMIT OF LIABILITY PHYSICAL **DAMAGE COVERAGE**

OUR maximum payment for PHYSICAL DAMAGE coverage is the lesser of:

1. The actual cash value of **YOUR insured car**, at the time of **loss**.

2. The amount necessary to repair or replace **YOUR insured car**, at the time of **loss**. Repair or replacement may be made with materials or equipment of aftermarket or “like kind and quality”. If **WE** repair **YOUR insured car** with new parts or equipment, **WE** may deduct depreciation and betterment. Lack of availability of parts or equipment for repair, shall not constitute the basis for a total loss of **YOUR insured car**.
3. The limit shown on the Declarations page or an endorsement to this policy, for **YOUR insured car**.

PHYSICAL DAMAGE COVERAGE **EXCLUSIONS**

READ CAREFULLY, THESE SITUATIONS ARE NOT COVERED BY THIS POLICY.

In addition to the exclusions which apply to all coverages in this policy, **WE do not** provide PHYSICAL DAMAGE coverage:

1. For damage resulting from manufacturer’s defects, wear and tear, freezing, mechanical or electrical breakdown or failure. **We** also do not cover road damage to tires unless such damage results from a theft covered by this policy.
2. For any equipment, parts or accessories which were not purchased and permanently installed as standard or optional equipment from the manufacturer of the car.
3. **Loss** to **YOUR insured car** due to confiscation, towing or impounding by a duly constituted government or civil authority or damages incurred during repossession by loss payee or its agent.
4. **Loss** to **YOUR** car while this policy was not in force.
5. **Loss** to a temporary substitute or non owned auto that carries self insurance or is bonded.
6. When **YOU** give someone **YOUR** car or permission to use **YOUR** car and they do not return it.

LIEN HOLDER PROVISIONS

If a lien holder is shown on the Policy Declarations or by an endorsement, **WE** may make payment for **PHYSICAL DAMAGE** coverage to **YOU** and the lien holder, as interest may appear.

WE agree that this lien holder provision shall not be invalidated as to the interest of the lien holder in the described vehicle by any act or neglect of any **named insured** or any other owner, except:

1. When that vehicle is intentionally damaged, destroyed or concealed by or at the direction of any **named insured** or by any owner; or
2. When the vehicle is damaged, destroyed or concealed as a result of any other act which constitutes a breach of contract between any **named insured** or owner and the lien holder; or
3. When any **named insured** or applicant has made false statements as referenced in the general conditions of this policy.

When **WE** pay a lien holder, **WE** shall be subrogated to the lien holder's right of recovery to the extent of **OUR** payment.

If **YOUR** policy terminates, **WE** will give a minimum of ten (10) days advance notice of termination to lien holder(s) shown on the Policy Declarations. That notice shall terminate this agreement with respect to the lien holder's interest.

APPRAISAL

If both **WE** and **YOU** do not agree on the amount of **loss**, each party must select (and pay) a licensed appraiser to do an appraisal.

The two appraisers will separately provide a written actual cash value and amount of loss report.

If the two appraisers disagree on the amount of **loss**, and both **WE** and **YOU** do not agree to a settlement in an amount between the two appraisals, within forty-five (45) days after receipt of the appraisals, the two appraisers will select a disinterested third licensed appraiser. This appraiser will act as umpire to provide a written decision determining the amount payable. Each party will split the cost of the umpire, equally.

OTHER INSURANCE

If **YOU** have other insurance that covers **loss** or damage to **YOUR insured car**, **WE** will only pay **OUR** share of the **loss**. **Temporary substitute automobile** means an automobile not owned by the **named insured**, or any resident of the same household, while temporarily used as a substitute for the owned automobile when withdrawn from normal use because of its breakdown, repair, servicing, **loss** or destruction and is not a **non-owned automobile**. There

is no coverage under “Physical Damage” Coverage when the owned automobile qualifies as a **temporary substitute automobile**.

Our proportionate share of the **loss** is measured as the ratio of coverage under this policy to the total insurance coverage available for the **loss**.

ROADSIDE ASSISTANCE COVERAGE

The Company will pay for the following emergency roadside assistance services necessitated by the disablement of an owned automobile listed in the Declarations as carrying this Coverage, but only to the extent of the limits of this Coverage as stated in the Declarations and only two (2) occurrences per vehicle per policy period: a) reasonable towing and labor costs to the nearest point at which disablement can be remedied; b) tire change; c) battery jump start; d) key lockout service; and e) fuel, oil and water delivery service limited to the amounts of fuel, oil and water necessary for the vehicle to travel to the nearest point where fuel and oil is available for purchase by the **insured person** or **relative** of the **insured car** listed on the Declarations page.

The following definitions apply to Roadside Assistance Coverage:

1. “**Insured Person**” refers to **you** and any other person, not excluded from coverage, while using **your insured car** with **your** permission and within the scope of that permission.
2. “**Relative**” is a resident of the same household as **YOU**, who does not lease or own a car in whole or in part, and is related to **YOU** by blood, marriage or adoption, including a ward or foster child.
3. “**Insured car**” for purpose of PHYSICAL DAMAGE ROADSIDE ASSISTANCE OR RENTAL CAR ALLOWANCE coverage means a car shown on the Policy Declarations, with a premium shown for the coverage.

RENTAL CAR REIMBURSEMENT/ALLOWANCE

If a premium is shown for a car on the Declarations page for RENTAL CAR ALLOWANCE and that car is withdrawn from service due to a **loss** covered by PHYSICAL DAMAGE coverage of this policy, **WE** will reimburse **YOU** for expenses **YOU** incur to rent a temporary substitute car from a licensed rental car company, up to **OUR** limit shown on the Declarations page.

Any payment made for transportation under any other coverage in this policy is deducted from **OUR** payment for RENTAL CAR ALLOWANCE coverage.

RENTAL CAR ALLOWANCE coverage applies as excess coverage only, over any other applicable motor club or rental reimbursement coverage.

YOU must provide **US** with written proof of **YOUR** rental car expense from a licensed rental car company.

The following definitions apply to Rental Car Reimbursement/Allowance:

1. **YOU**” and **YOUR**” refer to the **named insured** shown on the Policy Declarations. It also refers to that person’s spouse, if a resident of the same household.
2. **“WE”, “US”, and “OUR”** refer to the company providing this insurance.

LIMIT OF LIABILITY RENTAL CAR ALLOWANCE

The daily limit shown on the Declarations page is the most **WE** will pay for any one day of rental car expense. Subject to the daily limit, the limit shown on the Declarations page is the most **WE** will pay for rental car expense for each covered **loss**.

POLICY ENDORSEMENTS

PLEASE READ CAREFULLY.

IF YOU VIOLATE THE LIMITATIONS OR RESTRICTIONS OF APPLICABLE ENDORSEMENTS, THIS POLICY MAY NOT PROVIDE COVERAGE.

Policy “endorsements” modify, limit or eliminate coverage.

Endorsement(s) apply to **YOUR** policy when the endorsement number is shown on **YOUR** Policy Declarations.

ENDORSEMENT (EXC) DRIVER EXCLUDED – ALL COVERAGE

In consideration of the premium paid for this policy:

And **YOUR** signed driver exclusion, **YOU** agree that a named person or persons will not, under any circumstance, operate **YOUR** car(s).

No coverage will be provided if the excluded person(s) operates or is in control of YOUR car(s).

WE will not provide legal defense for negligent entrustment, or any liability imputed to **YOU** by law, if **YOUR** car is operated by an excluded person or persons.

WE provide no **PHYSICAL DAMAGE, ROADSIDE ASSISTANCE OR RENTAL CAR ALLOWANCE** coverage while any car is driven by, or in the control of, any person(s) excluded from **PHYSICAL DAMAGE** coverage.

If **WE** are required to make payment, under any law or obligation to a lien holder, while a car is operated or in the control of any person excluded from coverage,

WE have the right to recover all damages and expense, (including legal and collection), from **YOU**.

ENDORSEMENT BUS COMMERCIAL VEHICLE RESTRICTIONS

In consideration of the premium paid for this policy: **WE** provide no coverage for vehicles used for business purposes:

1. More than 100 miles from **YOUR** address shown on the Policy Declarations, or the garage address listed on **your** application for insurance.
2. For a type of business use not disclosed to **US**.
3. For vehicles with a rated load capacity of more than 2,000 pounds.

If **WE** are required to make payment, under any law or obligation to a lien holder, incurred from operation of a vehicle in violation of these restrictions, **WE** have the right to recover all damages and expense, (including legal and collection), from **YOU**.

GENERAL POLICY PROVISIONS

TERRITORY – This policy applies to **accidents** and **losses** within the United States of America, its territories or possessions, Puerto Rico or Canada. **THIS POLICY PROVIDES NO COVERAGE IN MEXICO.**

PREMIUM RATE INCREASES OR DISCOUNTS

YOUR premium rates are determined by **OUR** rules and rates filed with **YOUR** state insurance department.

POLICY CHANGES – This policy contains all agreements between **YOU** and **US**.

It may not be changed or waived, except by a written endorsement issued by **US**.

If **WE** revise this policy to provide more coverage (without an additional premium), **YOUR** policy will automatically provide the additional coverage as of the date the revision is effective.

YOU have the duty to inform **US** of any changes in:

1. **YOUR** mailing address,
2. The garage address of **YOUR insured car(s)**, replacement or newly acquired car(s), and
3. Additional drivers residing in **YOUR** household or regularly driving **YOUR insured car(s)**.

FRAUD – **WE** do not provide coverage for any **insured person** who has made fraudulent statements or engaged in fraudulent conduct with respect to any **accident** or **loss**.

CANCELLATION OF POLICY MID-TERM

YOU may cancel this policy during the policy period by giving **US** advance written notice of the date cancellation is to take effect.

If **WE** cancel this policy, **WE** will provide **YOU** with the reason for **OUR** decision.

OUR notice of cancellation will be mailed at the U.S. Post Office to the address shown on the Policy Declarations.

Proof of mailing the notice is proof of cancellation.

If **WE** cancel this policy during the first 70 days, or

for non-payment of premium, except for reasons of misrepresentation or a check not honored by the payer bank, **WE** will mail notice at least ten (10) days in advance of the termination date.

After this policy has been in force 70 days, **WE** will cancel this policy only:

- a. If **YOU** or a **relative**, or other driver residing in **YOUR** household or using **YOUR insured car** has a suspended or revoked driver's license.

b. Upon discovery of an act, omission, material misrepresentation or fraud in the obtaining of this policy, or in the making of a claim.

c. Upon discovery, after the policy effective date, of a material change in the risk. This includes but not limited to undisclosed drivers, undisclosed traffic violations or **accidents**, garage location of vehicle(s) or use of vehicle(s).

d. If **YOU** no longer reside or **YOUR** car(s) are no longer garaged in the state where **YOUR** policy was issued.

NON-RENEWAL OF POLICY BY US

WE have the right to non-renew **YOUR** policy for any lawful reason.

If **WE** non-renew **YOUR** policy **WE** will provide **YOU** with the reason for **OUR** decision.

OUR notice of non-renewal will be mailed at the U.S. Post Office to the address shown on the Policy Declarations at least 30 days in advance of the non-renewal date.

If **YOU** fail to pay **YOUR** premium prior to the date of non-renewal, **YOUR** policy will terminate at the earlier expiration date.

If **WE** mail a notice of non-renewal, **WE** will not accept any late payments. Proof of mailing the notice is proof of non-renewal. Notice of non-renewal is not required if **WE** have issued a renewal or replacement policy; or if **YOU** tell **YOUR** agent or **US** that **YOU** intend to cancel or not renew this policy.

PREMIUM REFUNDS

Upon termination of this policy, **YOU** may be entitled to a premium refund. If so, **WE** will mail it to the address shown on the Declarations, but a refund or offer of refund is not a condition of policy termination.

Premium refunds, except policy and service fees, will be computed on a pro-rata basis. Policy and service fees are fully earned at policy inception and non-refundable.

TRANSFER OF POLICY

This policy may not be assigned to another person or organization without **OUR** written consent.

If **YOU** die, this policy covers **YOUR** legal representative while temporarily acting on **YOUR** behalf. It also covers any other person having proper temporary custody of **YOUR insured car**, until a legal representative is appointed.

OUR RECOVERY RIGHTS

In the event of any payment made by **US** under this policy, **WE** are entitled to all of the rights of recovery of any person or organization **WE** paid, against any negligent party or organization.

YOU, or any person **WE** paid, must:

1. Sign and deliver any legal papers to **US** within 72 hours of receipt.
2. **You** must also do whatever else is necessary to assist **US** in the effort to recover such payments.

YOU, or anyone **we** paid, must do nothing to prejudice **OUR** rights of recovery.

If **WE** decide to take legal action to effect recovery of monies paid, **WE** will select the attorney and pay all related expense.

BANKRUPTCY

WE are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

ACTION AGAINST US

YOU may not sue **US** unless **YOU** have fully complied with all provisions of this policy.

WE may not be sued under the liability coverage afforded by this policy until the **insured person's** legal liability has been decided. This can happen either by judgment against that person or by written agreement of that person, the claimant and **US**.

WE may not be made a party to an action against an **insured person** to determine a person's liability.

If for any reason deemed necessary by **US**, separate legal counsel is required for **YOU** or any other person, **WE** will only pay for legal counsel approved by **US** in writing.

COMPLIANCE WITH STATE LAWS

Any provision of this policy in conflict with the laws of the state in which this policy was purchased is amended to conform with that state's laws.

NOTICE REQUIRED UNDER THE FAIR CREDIT REPORTING ACT

WE hereby inform **YOU** that **WE** may make an investigative report of **YOU**.

Such investigation may include character, reputation, personal characteristics, health, occupation, marital status, mode of living, household residents, driving record(s), prior insurance claims record and credit.

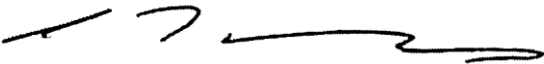
This information may be obtained by personal interview with **YOUR** friends, neighbors or others.

YOU have a right to make written request to **US** within a reasonable period of time as to the nature and scope of **OUR** investigation.

WE will provide **you** with that information, if an investigation was made.

In witness whereof, the company has caused this policy to be signed by its authorized representatives, but this policy shall not be valid unless completed by the attachment hereto of a declarations page.

President



Vice-President



