



AMERICAN ACCESS
CASUALTY COMPANY

ARIZONA AUTOMOBILE POLICY

MEXICO INSURANCE

The coverages for your covered auto provided by this policy are NOT extended to accidents and losses occurring within Mexican Territory.

American Access Casualty Company
15450 Summit Ave., Suite 230
Oakbrook Terrace, IL 60181
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888-663-5443

**THESE POLICY PROVISIONS WITH THE
DECLARATIONS PAGE AND ENDORSEMENTS,
IF ANY, ISSUED TO FORM A PART THEREOF,
COMPLETE THIS POLICY.**

AZPC03282007

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INSURING AGREEMENT

Upon your payment of the premiums, we agree that this policy provides the types of insurance you have selected as shown on the enclosed Declarations page.

This insurance applies only to car accidents and losses which occur while this policy is in force.

Subject to our consent, you may renew this policy.

When we consent to renew this policy, you must pay the renewal premium no later than the seventh day following the premium due date.

All renewals will be subject to the same endorsements and exclusions as existed in the prior policy unless a specific change endorsement is executed.

WHAT TO DO IN CASE OF ACCIDENT OR LOSS

In the event of an accident, occurrence or loss, written notice must be given to us promptly. The notice must give the time, place and date of the accident. It must also include all names and addresses of injured parties and witnesses. A detailed description of the accident must also be included.

WE MAY DENY COVERAGE UNDER THIS POLICY AS TO ANY CLAIM MADE BY YOU OR THE COVERED PERSON IF THE ATTESTATIONS OR STATEMENTS IN THE APPLICATION OR IN ANY CLAIM AGAINST US SHALL PROVE TO BE FRAUDULENT IN NATURE, MATERIAL TO THE ACCEPTANCE OF THE RISK OR TO THE HAZARD ASSUMED BY US AND WE IN GOOD FAITH WOULD EITHER NOT HAVE ISSUED THE POLICY OR WOULD NOT HAVE ISSUED A POLICY IN AS LARGE AMOUNT OR WOULD NOT HAVE PROVIDED COVERAGE WITH RESPECT TO THE HAZARD RESULTING IN THE LOSS, IF THE TRUE FACTS HAD BEEN KNOWN TO US AS REQUIRED EITHER BY THE APPLICATION FOR THE POLICY OR OTHERWISE.

OTHER DUTIES

A person claiming any coverage of this policy must also:

1. Cooperate with us and assist us in any matter about a claim or suit.
2. Send us promptly any legal papers received relating to any claim or suit.
3. Submit to physical exam at our expense by doctors we select as often as we may reasonably require.

4. Authorize us to obtain medical and other records.
5. Provide any written proofs of loss we may require.

A person claiming Uninsured or Underinsured Motorist Coverage must give notice in writing. This notice must include notice of the intent to pursue the claim within three years after the person knows or should know that the party alleged to have caused harm to the person does not have liability insurance or has insufficient liability insurance to cover the person's injuries.

A person claiming Car Damage Coverage must also:

1. Take reasonable steps after loss to protect the car and its equipment from further loss. We will pay reasonable expenses incurred in providing that protection.
2. Promptly report the theft, larceny, vandalism, robbery or pilferage of the car to the police.
3. Allow us to inspect and appraise the damaged car before its repair or disposal.
4. Notify us within 31 days of any damage to your car caused by accident, occurrence or loss.

SPECIAL NOTE TO POLICYHOLDER

IN ADDITION TO OTHER PROVISIONS OF EXCLUSION IN THIS POLICY, THIS IS A SPECIAL NOTE TO POLICYHOLDERS THAT: "WE **DO NOT** PROVIDE COVERAGE FOR PAYMENT OF PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF ANY OTHER PROVISIONS OF THIS POLICY UNDER;

- a. Part A Liability Coverage
- b. Part C Uninsured Motorists Coverage, and
- c. Part D Underinsured Motorists Coverage."

DEFINITIONS

Throughout this policy "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance. For purposes of this policy, any private passenger type auto leased under a written agreement to any person for a continuous period of at least six months shall be deemed to be owned by that person. Other words and phrases are defined. They are boldfaced when used.

"Your covered auto" means:

- a) Any vehicle shown in the Declarations.
- b) Any of the following types of vehicles of which you acquire ownership during the policy period, provided that you ask us in writing to insure it within fifteen days after you become the owner:
 - 1) a private passenger auto.

- 2) if not used in any business or occupation, a pick-up, sedan delivery or panel truck. If the vehicle replaces one shown in the Declarations, you have to ask us in writing to insure it within fifteen days.
- c) Any **trailer** you own.
- d) Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its breakdown, repair, servicing, loss or destruction.

“**Compensatory Damages**” means that we will:

- 1) compensate the injured party for the injury sustained, and nothing more;
- 2) simply make good or replace the loss caused by the wrong or injury.

“**Family member**” means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

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

“**Trailer**” means a vehicle designed to be pulled by a private passenger type auto. It also means a farm wagon or farm implement while towed by a private passenger type auto or a pick-up, sedan delivery or panel truck.

“**Punitive or Exemplary Damages**” means damages assessed to punish a person or to deter the person and others from committing willful acts, wanton acts, intentional acts, or conduct that one knows will create a substantial risk of significant harm to others.

“**Accident**” means a sudden, unintended event, resulting in bodily injury or property damage.

– PART A –

LIABILITY COVERAGE

We will pay **compensatory damages** for bodily injury or property damage for which any **covered person** becomes legally responsible because of an auto **accident**. We still settle or defend, as we consider appropriate, any claim or suit asking for these damages. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted.

“**Covered person**” as used in this Part means:

1. You or any **family member** for the ownership, maintenance or use of any auto or trailer. This is provided that the ownership, maintenance or use is with the permission of the owner and within the scope of such permission.
2. Any person using **your covered auto** with your permission, provided the use is within the scope of such permission.
3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts

or omissions of a person using the auto with the permission of the named insured. This is provided the use is within the scope of such permission and for whom coverage is afforded under this part.

4. For any auto or **trailer**, other than **your covered auto**, any person or organization, using the vehicle with the permission of the owner. This is provided the use is within the scope of such permission, but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this part. This provision applies only if the person or organization does not own or hire the auto or trailer.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of a **covered person**:

1. Up to \$100 for the cost of bail bonds required because of an **accident**. This includes related traffic law violations, resulting in bodily injury or property damage covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$35 a day for loss of earnings, but not other income because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

EXCLUSIONS

We do not provide Liability Coverage:

1. For any person who intentionally causes bodily injury or property damage.
2. For any person for damage to property owned or being transported by that person.
3. For any person for damage to property rented to, used by, or in the care of that person. This exclusion does not apply to damage to a residence or private garage. It also does not apply to damage to any of the following type vehicles not owned by or furnished or available for the regular use of you or any **family member**:
 - a. Private passenger autos;
 - b. **Trailers**; or
 - c. Pick-up, sedan delivery or panel trucks.
4. For any person for bodily injury to an employee of that person during the course of employment. This exclusion does not apply to bodily injury to a

- domestic employee unless workers' or workman's compensation benefits are required or available for that domestic employee.
5. For any person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool. Also not to use in the course of volunteer work for a tax-exempt organization as provided in A.R.S. § 43-1201 (4).
 6. For any person while employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing or parking of vehicles. These vehicles must be designed for use mainly on public highways, including road testing and delivery. This exclusion does not apply to the ownership, maintenance or use of **your covered auto** by you, or any **family member**, or any partner, agent or employee of you or any **family member**.
 7. For any person maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion 6. This exclusion does not apply to the maintenance or use of a private passenger type auto. It also does not apply to the maintenance or use of a pick-up, sedan delivery or panel truck that you own.
 8. For the ownership, maintenance, or use of a motorcycle or any other self-propelled vehicle having less than four wheels.
 9. For the ownership, maintenance or use of any vehicle, other than **your covered auto**, which is owned by you or furnished or available for your regular use.
 10. For the ownership, maintenance or use of any vehicle, other than **your covered auto**, which is owned by or furnished or available for the regular use of any **family member**.
 11. For any person using a vehicle without the permission of the vehicle's owner, or beyond the scope of such permission.
 12. For any person for bodily injury or property damage for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.
 13. For bodily injury, property damage or death sustained by any insured or any member of the family of an insured residing in the same household as the insured. This applies only to the extent that this

exclusion does not conflict with the minimum coverage required by the Arizona Financial Responsibility Law.

14. For the payment of **punitive or exemplary damages**, regardless of any other provision of this policy.

LIMIT 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 Declaration, 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.

FINANCIAL RESPONSIBILITY LAWS

Only after we have agreed in writing to certify this policy as proof under any financial responsibility law, will it comply with the law to the extent of the coverage required by the law. You agree to reimburse us for any payment made by us which we would not have been obligated to make under the terms of this policy except for the agreement contained in this provision.

OTHER INSURANCE

If there is other valid liability insurance:

1. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. Any insurance we provide for a vehicle you do not own will be excess insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the business of:
 - a. selling;
 - e. testing;

- b. repairing;
 - c. servicing;
 - d. delivering;
 - f. road testing;
 - g. parking; or
 - h. storing;
- motor vehicles. This applies only if an “insured”:
- a. is operating the vehicle and
 - b. is neither the person engaged in such business nor that person’s employee or agent.
2. Any insurance we provide for a vehicle you own shall be excess to that of a person engaged in the business of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. delivering;
 - e. testing;
 - f. road testing;
 - g. parking; or
 - h. storing;
 motor vehicles, if the accident occurs while the vehicle is being operated by that person or that person’s employee or agent.
 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 valid limits.

–PART B–

MEDICAL PAYMENTS COVERAGE

We will pay reasonable expenses incurred for necessary medical and funeral services because of bodily injury caused by an accident and sustained by a **covered person**. We will pay only those expenses incurred within one (1) year from the date of the **accident**.

“**Covered person**” as used in this Part means:

1. **You** or any **family member** while **occupying**, or as a pedestrian when struck by, a motor vehicle designed for use mainly on public roads or by a trailer of any type.
2. Any other person while **occupying your covered auto**.

EXCLUSIONS

We do not provide Medical Payments Coverage for any person:

1. For bodily injury sustained while **occupying** a motorcycle or any other motorized vehicle having less than four wheels.
2. For bodily injury while **occupying your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool. Also not to use in the course of volunteer work for a tax-exempt organization as provided in A.R.S. § 43-1201 (4).
3. For bodily injury while **occupying** any vehicle

- located for use as a residence or premises.
4. For bodily injury occurring during the course of employment if workers' or workmen's compensation benefits are required or available for the bodily injury.
 5. For bodily injury sustained while **occupying** or, when struck by, any vehicle (other than your covered auto) which is owned by you or furnished or available for your regular use.
 6. For bodily injury sustained while **occupying** or, when struck by, any vehicle (other than your covered auto) which is owned or furnished or available for the regular use of any **family member**. However, this exclusion does not apply to you.
 7. For bodily injury sustained while **occupying** a vehicle without a reasonable belief that the person is entitled to do so.
 8. For bodily injury sustained while **occupying** a vehicle when it is being used in the business or occupation of a **covered person**.
 9. For bodily injury caused by discharge of a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
 10. For bodily injury from any nuclear reaction, radiation or radioactive contamination. This includes whether controlled or uncontrolled or however caused. It also includes any consequence of any of these.
 11. To that amount of any expense for medical services which is paid or payable under any (a) automobile or premises medical payments insurance expenses, (b) individual or group accident, disability or hospitalization insurance, (c) medical or surgical reimbursement plan.
 12. For bodily injury arising out of the operation of any automobile insured under this policy, which is designed for racing while being tested, repaired or serviced. In addition to any automobile or motor vehicle while used, operated, manipulated or maintained in any prearranged or organized race or speed test, including "hot rod" or "stock car" racing.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one **accident**. This is the most we will pay regardless of where the claim arises or **accident** occurs. It is also regardless of the number of covered persons, claims made, vehicles covered or premiums shown in the Declaration, or vehicles involved in the **accident**.

Any amounts otherwise payable for expenses under this

coverage shall be reduced by any amounts paid or payable for the same expenses under any Auto Liability Coverage provided by this policy, but not if the total damages that you would have been legally entitled to receive exceed the total of the liability insurance paid or payable under this policy.

Also, any payment we make under this coverage to a **covered person** shall be excess insurance over benefits paid or payable under the provision of any disability benefits law or any similar law.

No payment will be made under this coverage unless the injured person or his legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any Auto Liability Coverage provided by this policy.

In no event will a covered person be entitled to receive duplicate payments for the same element of loss, but not if the total damages that you would have been legally entitled to receive exceed the total of the liability insurance paid or payable under this policy.

OTHER INSURANCE

If there is other valid auto medical payments insurance we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all valid limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess **over any other collectible auto insurance** providing payments for medical or funeral expenses.

PROOF OF CLAIM: MEDICAL REPORTS

As soon as possible, the covered person making claim under this coverage shall give us written proof of claim. This proof must include full details of the injuries and treatment. In addition to any other reasonable information we may need to determine the amount payable. All covered persons making claims shall submit to reasonable questioning under oath about any claim made under this policy.

The covered person shall submit to physical exams by doctors chosen by us at the time we select and as often as we may reasonably require. The covered person shall also give us an authorization to allow us to gain medical reports and copies of the records.

PAYMENT OF BENEFITS

We may pay the covered person. We may pay the person who provided medical services. We may also pay the person

responsible for payment of the medical expenses.

–PART C–

UNINSURED MOTORISTS COVERAGE

We will pay **compensatory damages** which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** for bodily injury sustained by a **covered person** and caused by an **accident**.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

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

“**Covered person**” as used in this Part means:

1. You or any family member.
2. Any other person **occupying** or using **your covered auto** with **your** express or implied permission.
3. Any person for damages that person is entitled to recover for bodily injury to which this coverage applies sustained by a person described in 1. or 2. above.

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

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. Which is a hit and run vehicle whose operator or owner cannot be identified and which is involved in an **accident** with:
 - a. You or any family member;
 - b. A vehicle which you or any family member are occupying; or
 - c. Your covered auto.
3. To which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company is or becomes insolvent.

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 “family member” unless there is no Liability Coverage available under Part A of this policy to respond for damages sustained by an “insured”.
2. Operated on rails or crawler treads.
3. Designed mainly for use off public roads while not on public roads.
4. While located for use as a residence or premises.

“Hit and run vehicle” means a vehicle which causes bodily injury to a **covered person** arising out of an **accident** with the **covered person**. It also means an **accident** with a vehicle which the **covered person is occupying** at the time of the **accident if**:

- a) There cannot be ascertained the identities of the operator and owner of such **hit and run vehicle**; and
- b) At **our** request, the **covered person** or his legal representative makes available for inspection the vehicle which the **covered person was occupying** at the time of the **accident**.

If the **hit and run vehicle** did not make physical contact with the **covered person** or the vehicle which the **covered person was occupying** at the time of the **accident**, then the **covered person** must provide supporting evidence that the **hit and run vehicle** caused the **accident**. This supporting evidence must be provided before coverage under this section will begin. Such support shall consist of additional and confirming testimony. It also must include facts or evidence that strengthens and adds weight or credibility to the **covered person’s** statement of the **accident**.

Any **covered person** making a claim for benefits under this section shall agree to submit to physical exams by a doctor chosen by **us** at the places and times that **we** select and as often as **we** select and as often as **we** may reasonably require. Such **covered person** shall also give **us** authorizations to allow **us** to gain all medical reports and copies of all medical records that may be reasonably related to any injuries caused by the **accident**.

NON-OWNER’S 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 the 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 ISURED.
2. The definition of You and YOUR is replaced by “the

person shown on the Declarations page as Named Insured and no other person.”

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for bodily injury sustained by any person:
1. If that person or the legal representative settles the bodily injury claim without our consent.
 2. While occupying **your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool. Also not to use in the course of volunteer work for a tax-exempt organization as provided in A.R.S. § 43-1201 (4).
 3. Failing to submit written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company or submitting written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company more than **three** years from the date upon which the person knows or should know that the alleged party to have caused harm to the person does not have liability insurance.
- B. For the benefit of, or reimbursement to a worker's compensation, disability benefits insurer, or a self-insurer under these or similar laws.
- C. This policy does not provide for the payment of **punitive or exemplary damages**, regardless of any other provision of this policy.

LIMIT OF LIABILITY

The limit of liability show in the Declarations for “each person” for Uninsured Motorists Coverage is our maximum limit of liability for all damages for bodily injury sustained by any one person in any one auto accident. Subject to this limit for “each person”, the limit of liability show in the Declarations for “each accident” for Uninsured Motorist Coverage is our maximum limit of liability for all damages for bodily injury resulting from any one auto accident. This is the most we will pay regardless of where the claim arises, accident occurs, the number of covered persons, claims made, vehicles covered or premiums shown in the Declaration, or vehicles involved in the accident, and that coverage under this section shall not be “stacked” with any other similar or identical coverage that may be issued under this policy, or another policy issued to you by us including underinsured motorist coverage.

Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of the bodily injury by or on behalf of persons or organizations that

may be legally responsible. This includes all sums paid under the Liability Coverage of this policy.

Any payment under this coverage to or for a **covered person** will reduce any amount that person is entitled to recover under the Liability Coverage of this policy. However, any such reduction cannot be used to prevent payment of full compensation for the damages sustained.

Uninsured motorist coverage does not apply nor is it applicable to any accident or loss where the covered person has underinsured motorist coverage which applies to such accident or loss.

PAYMENT OF LOSS BY US

Payment by us is payable to the insured person. If the insured person is a minor, to his parent or guardian. If the insured person is deceased, to the surviving spouse. Otherwise to a person authorized by law to receive such payment.

OTHER INSURANCE

If there is other valid similar insurance available under more than one policy or provision of coverage:

1. Any recovery for damages for "bodily injury" sustained by an "insured" may equal but not exceed the higher of the applicable limit for any one vehicle under this insurance or any other insurance issued to "you" by "us".
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.
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 valid limits.

ARBITRATION

If any person making claim hereunder and the Company do not agree

1. that both vehicle(s) and the driver(s) of the vehicle(s) with which any person making claim has had an accident or
2. that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to an insured or damage to an automobile described in the policy or
3. to the amount payable hereunder,

then these matters shall be submitted to arbitration. Upon the insured demanding arbitration and selecting an arbitrator as required under the terms hereof in writing, the Company

shall select an arbitrator and the two arbitrators so named shall select a third arbitrator. If such arbitrators are not selected within 45 days from the receipt of such written request, either party may request 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 valid, 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; the decision in writing of any two arbitrators shall be binding upon the parties.

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 valid policy limits, and, if an award is entered in excess of the valid policy limits, 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 decision made by the arbitrators shall be binding for the amount of damages not exceeding the limits for bodily injury.

ACTION AGAINST US

An insured person must have complied fully with all the terms of this policy before any action can be taken against us.

An insured person has no cause of action unless that person has given written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company. This intent must be within **three** years after the date upon which the person knows or should know that the party alleged to have caused harm to the person does not have liability insurance.

PROOF OF CLAIM: MEDICAL REPORTS

As soon as possible, the **covered person** making claim under this coverage shall give us written proof of claim. This proof must include full details of the injuries and treatment and any other reasonable information we may need to determine the

amount payable. All **covered persons** making claims shall submit to reasonable questioning under oath about any claim made under this policy.

Any **covered person** making a claim for benefits under this section shall agree to submit to physical exam by a doctor chosen by **us** at the places and times that **we** select and as often as **we** may reasonably require. Such **covered person** shall also give **us** authorizations to allow **us** to gain all medical reports and copies of all medical records that may be reasonably related to any injuries caused by the **accident**.

OUR RECOVERY RIGHTS

In the event of any payment under this policy, we are entitled to all the rights of recovery of the person to whom payment was made against another.

–PART D–

UNDERINSURED MOTORISTS COVERAGE

We will pay compensatory damages which a **covered person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** for bodily injury sustained by a **covered person**; and caused by an **accident**.

The owner's or operator's liability for these damages 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 any valid bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements.

“**Covered person**” used in this part means:

1. You or any **family member**.
2. Any other person **occupying** or using **your covered auto** with **your** express or implied permission.
3. Any person, for damages that person is entitled to recover for bodily injury to which this coverage applies that is sustained by a person described in 1. or 2. above.

“**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 **accident**. However, its limit for bodily injury liability is not enough to pay the full amount the covered person is legally entitled to recover as damages.

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

1. To which a bodily injury liability bond or policy applies at the time of the **accident**. However, its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona.
2. Operated on rails or crawler treads.
3. Designed mainly for use off public roads while not upon public roads.
4. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for bodily injury sustained by any person:
1. While **occupying your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool or to use in the course of volunteer work for a tax-exempt organization as provided in A.R.S. § 43-1201 (4).
 2. Failing to submit written notice of an intent to pursue a claim for Underinsured Motorist Coverage against the company or submitting written notice of an intent to pursue a claim for Underinsured Motorist Coverage against the company more than **three** years from the date upon which the person knows or should know that the alleged party to have caused harm to the person does not have sufficient liability insurance.
 3. Occupying the owned automobile who is covered by any other policy of insurance containing similar coverages, except that this exclusion cannot be used to prevent payment of full compensation for the damages sustained.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. worker’s compensation law; or
 2. disability benefits law.
- C. This policy does not provide for the payment of **punitive or exemplary damages**, regardless of any other provision of this policy.

LIMIT OF LIABILITY

The UNDERINSURED MOTORIST 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 UNDERINSURED MOTORIST liability limit for “each accident” is the maximum limit WE will pay to two or more

persons for bodily injury from any one accident.

For any accident, WE will pay no more than the UNDERINSURED MOTORIST 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 Declaration, 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.

The amount of damages payable under this insurance includes coverage for a person if the sum of the limits of liability under all bodily injury or death liability bonds and liability insurance policies applicable at the time of the **accident** is less than the total damages for bodily injury or death resulting from the **accident**. To the extent that the total damages exceed the total applicable liability limits, the underinsured motorist coverage is applicable to the difference. However, the amount of damages payable under this insurance will be reduced by any amount paid under the liability insurance of this policy. It will also be reduced by any amount paid or payable under any workers' compensation law, disability benefits law or any similar law. However, this reduction cannot be used to prevent payment of full compensation for the damages sustained.

Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A of this policy. However, this reduction cannot be used to prevent payment of full compensation for the damages sustained.

OTHER INSURANCE

If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all valid limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

ARBITRATION

If any person making claim hereunder and the Company do not agree

1. that both vehicle(s) and the driver(s) of the vehicle(s) with which any person making claim has had an accident or
2. that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to an insured or damage to an automobile described in the policy or

3. to the amount payable hereunder, then these matters shall be submitted to arbitration. Upon the insured demanding arbitration and selecting an arbitrator as required under the terms hereof in writing, the Company shall select an arbitrator and the two arbitrators so named shall select a third arbitrator. If such arbitrators are not selected within 45 days from the receipt of such written request, either party may request 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 valid, 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; the decision in writing of any two arbitrators shall be binding upon the parties.

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 valid policy limits, and, if an award is entered in excess of the valid policy limits, 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 decision made by the arbitrators shall be binding for the amount of damages not exceeding the limits for bodily injury.

ACTION AGAINST US

An insured person must have complied fully with all the terms of this policy before any action can be taken against us.

An insured person has no cause of action unless within three years from the date the covered person knows or should know that the alleged party to have caused harm to the person does not have sufficient liability insurance;

1. Agreement as to the amount due under this Part has been concluded, or
2. The insured person has complied with the arbitration proceedings.

PROOF OF CLAIM: MEDICAL REPORTS

As soon as possible, the **covered person** making claim under this coverage shall give us written proof of claim. This proof must include full details of the injuries and treatment. As well as any other reasonable information we may need to determine the amount payable. All **covered persons** making claims shall submit to reasonable questioning under oath about any claim made under this policy.

Any **covered person** making a claim for benefits under this section shall agree to submit to physical exams by a doctor chosen by **us** at the places and times that **we** select and as often as **we** may reasonably require. Such **covered person** shall also give **us** authorizations to allow **us** to gain all medical reports and copies of all medical records that may be reasonably related to any injuries caused by the **accident**.

–PART E–

COVERED FOR DAMAGE TO YOUR AUTO

We will pay for loss to **your covered auto**, including its equipment, caused by an **accident**. However, **our** payment will be reduced by the deductible shown in the Declarations. It also shall be reduced by depreciation of the damaged or stolen items. We will only pay for loss caused by **collision** or **comprehensive** if those coverages are specified in the Declarations. A separate premium has been paid for those coverages.

“**Collision**” means the upset or collision of **your covered auto** with another object.

“**Comprehensive**” means loss caused by other than **collision** and includes loss caused by missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, vandalism, riot or civil commotion, contact with a bird or animal, or breakage of glass.

“**Equipment**” means parts and items permanently attached to **your covered auto** by the manufacturer.

TRANSPORTATION EXPENSES

In addition, we will pay up to \$15 per day, to a maximum of \$450 for transportation expenses incurred by you. This applies only in the event of the total theft of **your covered auto**. We will pay only transportation expenses incurred during the period:

1. Beginning 48 hours after the theft has been reported to **us** and to the police, and
2. Ending when whereabouts of your covered auto

becomes known to the **covered person** or company or we pay for its loss.

SAFETY EQUIPMENT ENDORSEMENT

At the option of the named insured and in consideration of payment of additional premium applicable to an automobile described in the Declarations, we will repair or replace all damaged Safety Equipment without regard to any deductible. The damage to the Safety Equipment, however, must arise only out of comprehensive loss covered by this policy.

“Safety Equipment” as used in this endorsement means the glass used in the windshield, doors and windows and the glass, plastic or other material used in the lights of a motor vehicle.

Towing and Labor Costs Coverage. The company will pay for towing and labor costs necessitated by the disablement of an owned automobile, provided that towing is to the nearest point at which disablement can be remedied, but only to the extent of the limits stated in the Declarations.

Rental Reimbursement – Collision Coverage. 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.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** which occurs while it is used to carry persons or property, for a fee. This exclusion does not apply to a share-the-expense car pool. Also not to use in the course of volunteer work for a tax-exempt organization as provided in A.R.S. § 43-1201 (4).
2. Damage due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure or road

- damage to tires.
3. Loss due to radioactive contamination, discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
 4. Loss to sound reproduction or car stereo equipment, other than that installed by the manufacturer.
 5. Loss to tapes, records or other devices for use with equipment designed for the reproduction of sound.
 6. Loss to a camper body or trailer.
 7. Loss to any vehicle while used as a temporary substitute for a vehicle you own which is out of normal use because of its breakdown repair, servicing, loss or destruction.
 8. Loss to TV antennas, awnings, cabanas or equipment designed to create additional living facilities.
 9. Loss to any sounds receiving or sound receiving and transmitting equipment designed for use as a citizens band radio, two-way mobile radio, telephone or scanning monitor receiver, or their accessories or antennas.
 10. Loss to any custom furnishings or equipment in or upon any pick-up, panel truck or van. Custom furnishings or equipment including but not limited to special carpeting and insulation, furniture, bars or television receivers, facilities for cooking and sleeping, height-extending roofs, or custom murals, paintings or other decals or graphics.
 11. Loss to **your covered auto** while being operated in any prearranged or organized racing or speed contest or in practice or preparation for any such contest.
 12. Any loss to **your covered auto** arising out of or during its use in the commission of a felony or for the transportation of any explosive substance, flammable liquid, or similarly hazardous materials, except transportation incidental to your ordinary household or farm activities.
 13. Loss with respect to a vehicle, ownership of which is acquired by the **covered person** during the policy period, where the **covered person** has not notified us in writing within fifteen (15) days of such acquisition and of the election to add coverage under this part of the policy to the declarations for such vehicle.
 14. Loss to **your covered auto** or any property in **your covered auto** not otherwise excluded, unless there are visible signs that forcible entry was required to gain access to **your covered auto**.
 15. Loss of equipment which is not available from the manufacturer of the vehicle named in the policy for that make, model, and model year.
 16. Loss to a non-owned vehicle arising out of its use by the **covered person** in the automobile business.

17. Loss due to war or civil insurrection.
18. Any **collision** or **comprehensive** loss to **your covered auto** intentionally caused by or at the direction of **you** or any **family member** unless the loss is caused by an act of domestic violence by another insured under the policy and the insured who claims the property loss cooperates in any investigation relating to the loss and did not cooperate in or contribute to the creation of the property loss.

LIMIT OF LIABILITY

Our limit of liability for payment to you shall not:

1. Exceed the actual cash value of your vehicle at the time of collision or loss
2. Exceed the cost to repair or replace your vehicle.
3. Exceed two days of storage charges incurred prior to the date you report a loss or accident to us.
4. We will not pay for additional special equipment which will increase the value of the vehicle.

PAYMENT OF LOSS

1. We may pay for any loss or damage in cash or we may repair or replace the damaged or stolen vehicle.
2. You may not require us to pay for any loss or damage until 30 days after you have complied with all the terms of this policy.
3. If the vehicle is stolen and then recovered before the loss or damage is paid or replaced, we may return your vehicle to you at our expense with payment for any damage.

NO BENEFIT TO BAILEE

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

OTHER INSURANCE

If other insurance also covers the loss we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

APPRAISAL

If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the Umpire. A decision agreed to

by any two will be binding. Each party will:

1. Pay its chosen appraiser, and
2. Bear the expenses of the appraisal and umpire equally.

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

LOSS PAYABLE CLAUSE

It is agreed that **our** payments for **collision** or **comprehensive** loss under this part shall be made to **you** and any loss payee shown in the Declarations. This insurance covering the interest of the loss payee shall apply, except if validated by **your** fraudulent acts or omissions. **We** have the right, however, to cancel this policy as provided in the policy. The cancellation shall terminate this agreement with respect to the interest of the loss payee.

When **we** cancel, **we** will give the same advance notice of cancellation to the loss payee as **we** provide to the policyholder shown in the Declarations. When **we** pay the loss payee, **we** are entitled, to the extent of the payment, to the loss payee's rights of recovery.

If we become obligated to reimburse a lien holder under this coverage due to your failure to meet the policy requirements or through your failing to make your premium payments, we have the right to recover any money we pay from you.

–PART F–

GENERAL PROVISIONS

1. POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and losses which occur during the policy period shown in the Declarations page. The policy applies only to **accidents** and losses within the United States of America, its territories or possessions, Puerto Rico and Canada. This section will be interpreted in accordance with the Laws of the State of Arizona.

THIS POLICY PROVIDES NO COVERAGE IN MEXICO.

2. CHANGES

a. Premium Changes

The premium for this policy is based on information we have received from you or other sources.

You agree:

(1) that if any of this information material to the development of the policy premium is incorrect, incomplete or changed, we may adjust the

premium during the policy period.

(2) to cooperate with us in determining if this information is correct and complete.

(3) to advise us of changes in this information.

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

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

(1) autos insured by the policy, including changes in 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.

b. Coverage Changes

We may revise your policy coverages to provide more protection without additional premium charge. If we do this and you have the coverage which is changed, your policy will automatically provide the additional coverage. This coverage is as of the date the revision is effective in your state. Otherwise, this policy contains all of the coverage agreements between you and us. Its terms may not be changed or waived except by an endorsement issued by us.

3. LEGAL ACTION AGAINST US

No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverage, no legal action may be brought against us until we agree in writing that the covered person has an obligation to pay. In addition no action may be taken until the amount of that obligation has been finally determined by judgment after trial. That judgment must be affirmed on appeal if the appeal is made. No person or organization has any right under this policy to bring us into any action to determine the liability of a covered person.

4. LIMITED POWER OF ATTORNEY

You hereby give to the Company a limited power of attorney for the purpose of executing documents served within legal proceedings brought in relation to you. The Company has the power to answer and execute any and all discovery documents and pleadings. This includes interrogatories, requests to admit, requests to produce, answers to complaints at law, and like instruments and legal papers served in the legal proceeding. Further, the Company may assign as subagent for the purpose of handling the

aforementioned power, any attorneys retained by the Company to defend any legal proceedings brought in relation to you. The power may be used by the company and/or subagent without advance notice or your approval. This provision does not impose a duty upon the Company or the subagents to exercise the power. However, when exercised the Company and the subagents will have the duty to use due care and act in accordance with the laws of Arizona. This power of attorney remains in effect during the course of legal proceeding at issue.

5. TRANSFER OF YOUR INTEREST IN THIS POLICY

Your interest, rights and duties under this policy may not be assigned without **our** written consent. If a policyholder named in the Declarations dies, the policy will cover:

- (a) The surviving spouse, if a resident in the same household at the time of death as if a named insured shown in the Declarations.
- (b) The legal representative of the deceased person as if a named insured shown in the Declarations.

6. OUR RIGHT TO RECOVER PAYMENT

- A. After we have made payment under the Liability, Uninsured Motorist, Comprehensive and Collision insurance of this policy, we have the right to recover the payment from anyone who may be held responsible. You or any covered person must sign any papers and do whatever else is necessary to assist. You and any covered person will do nothing to affect our rights.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery. That person shall refund us to the extent of our payment, however this part does not apply to Part B, Medical Payments Coverage.

7. TERMINATION

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

1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or
 - b. giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing by Certificate of

Mailing to the named insured in the Declarations at the address shown in the policy at least ten (10) days notice of cancellation for other than non-payment of premium.

3. We will send a notice of cancellation for non-payment of premium by First Class Mail upon expiration of the required seven day grace period after the premium due date for the payment of premium due, except the first payment. During the required seven day grace period, the policy shall continue in full force and effect. The effective date of the cancellation for non-payment of premium after expiration of the grace period is the date that the notice is mailed to the named insured in the Declarations at the address shown in the policy.
4. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** will cancel or refuse to renew **your** policy only:
 - a. For non-payment of premium;
 - b. If the policy was obtained through fraudulent misrepresentation; or
 - c. If **you**, a **family member**, or any other person who customarily operates **your covered auto** regularly and frequently uses the vehicle for commercial purposes.
 - d. If **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 if the Director of Insurance has suspended **our** certificate of authority for financial reasons.
 - e. If the Director of Insurance determines that **our** continuing **your** policy would place **us** in violation of Arizona law or would jeopardize **our** financial condition.
5. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** will cancel **your** policy if **you**, any **family member**, resident of household, or any other person who regularly and frequently operates **your covered auto** is described in paragraph (a) below. We will refuse to renew **your** policy if such person is described in paragraph (a) below or if such person has three or more **accidents** as stated in paragraph (b) below, unless **you** agree in writing to exclude as insured the person by name when operating a motor vehicle. **You** also agree to

exclude coverage to **you** for any **negligence** which may be imputed by law to **you** arising out of the maintenance, operation or use of a motor vehicle by the excluded person. The written agreement that excludes coverage under **your** policy for the person will be effective for each renewal of **your** policy. This will remain in effect until **we** agree in writing to provide coverage for the person who was previously excluded.

- a. **We** will cancel or refuse to renew if the person:
 - (1) Has had his/her driver's license suspended or revoked during the policy period.
 - (2) Becomes permanently disabled, either physically or mentally, and such individual does not produce a certificate from a physician. This statement must certify to such person's ability to operate a motor vehicle.
 - 3) Is or has been convicted during the thirty-six months immediately preceding the effective date of the policy or during the policy period of:
 - (i) Criminal negligence, resulting 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 accident.
 - (iv) Making false statements in an application for a driver's license.
 - (v) Reckless driving.
- b. **We** will refuse to renew if the person has had at any time during the 36 months immediately before the notice of non-renewal three or more at-fault **accidents**, meaning the person was at least 50% responsible for the **accident** and under any automobile insurance policy issued by **us** in which the property damage paid by **us** for each accident which occurred after October 1, 2007, is more than \$2,220. For accidents occurring on or after January 1, 2008 the Department of Insurance shall

annually adjust and publish, to the nearest ten dollars, the threshold amount of property damages by the percentage change in the all items part of the consumer price index for all urban consumers of the United States Department of Labor, Bureau of Labor Statistics.

We will refuse to renew **your** policy only if the same person has had all of the accidents that make your policy subject to this nonrenewal provision. However, **we** will not refuse to renew **your** policy subject to this nonrenewal clause if **you** have been insured for automobile bodily injury coverage for at least 10 consecutive years with **us** prior to the most recent **accident** that makes **your** policy subject to this section.

6. If **you** dispute any cancellation or nonrenewal of **your** policy, **you** may file a written dispute to such action with the Director of the Department of Insurance. This objection must be filed within ten (10) days after **you** receive the notice **we** send to **you** regarding such action.

Nonrenewal. If **we** decide not to renew or continue this policy for the reasons detailed under the cancellation section, **we** will mail notice by certified mail or Certificate of Mailing. This will be mailed to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 45 days before the end of the policy period. If the policy period is other than one year, **we** will have the right not to renew or continue it only at each anniversary of its original effective date unless the nonrenewal is for the reason stated in 5(b) above. In that case **we** will mail the notice of nonrenewal at least forty-five (45) days before the date of non-renewal.

Automatic Termination. If you notify us in writing that you do not wish to renew or continue, any insurance provided by this policy will automatically terminate at the end of the current policy period. If you obtain other insurance on **your covered auto**, any similar insurance provided by US will cancel on the effective date of the other insurance.

Other Termination Provisions.

1. If this policy is cancelled, you may be entitled to a premium refund. If so, the notice will include the premium refund. The premium refund, if any, will be computed on a pro-rata basis.

- 2 The effective date of cancellation or non-renewal stated in the notice shall become the end of the policy period.

8. TWO OR MORE AUTOS INSURED

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest valid limit of liability under any one policy.

9. BANKRUPTCY

WE are not relieved of any of our duties under this policy because of the bankruptcy of any insured person.

10. DECLARATIONS

By acceptance of this policy you agree:

- (a) that the statements in the Declarations are your representations; and
- (b) that this policy is issued in reliance upon the truth of those representations; and
- (c) that this policy embodies all agreements existing between you and us or any of our agents relating to this policy.

In Witness Whereof, this company has caused this policy to be signed and countersigned by duly authorized representatives of the company.

President



Vice-President

