



**UNDERWRITTEN BY: AMERICAN ACCESS CASUALTY COMPANY**

## **NEVADA AUTO POLICY**

### **IMPORTANT NOTICE**

If this policy is issued by **us** as an Operator's Policy, the following notice applies (the terms and conditions, as well as definitions, applicable to an Operator's Policy are located in the "Operator's Policy" section of this policy):

This operator's policy of liability insurance is a limited policy of liability insurance that provides coverage for the named insured when operating any **auto** or while the **auto** the named insured **owns** is not being operated by any person.

This operator's policy of liability insurance DOES NOT provide any coverage for damages incurred while the **auto owned** by the named insured is operated by another person, including, without limitation, **bodily injury**, damage to the **auto owned** by the named insured or any other property damage.

Because subsection 4 of NRS 485.186 prohibits the named insured from allowing another person to operate the **auto** the named insured **owns** if he or she knows or should have known that the person does not have liability insurance to cover the operation of that **auto**, the named insured SHOULD NOT allow any person to operate the **auto** the named insured **owns** unless he or she knows that the person has liability insurance that will provide coverage when the person is operating that **auto**.

This operator's policy of liability insurance may not meet the requirements of the financial responsibility laws of other states, unless it is expressly indicated in the policy.

**To report a claim, or for questions regarding your policy or coverage, please contact our home office:**

**American Access Casualty Company  
2211 Butterfield Road, Suite 200  
Downers Grove, Illinois 60515  
1-630-570-7181**

## Table of Contents

NEVADA AUTO POLICY .....	4
YOUR DUTIES .....	4
WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS.....	4
GENERAL DEFINITIONS.....	5
PART A - LIABILITY COVERAGE .....	7
INSURING AGREEMENT .....	7
ADDITIONAL DEFINITIONS .....	7
ADDITIONAL PAYMENTS .....	8
EXCLUSIONS .....	8
LIMITS OF LIABILITY .....	9
OTHER INSURANCE .....	10
FINANCIAL RESPONSIBILITY .....	11
OUT-OF-STATE COVERAGE.....	11
REDUCTION OF PREMIUMS FOR PERSONS 55 YEARS OF AGE OR OLDER.....	11
PART B - MEDICAL PAYMENTS COVERAGE .....	11
INSURING AGREEMENT .....	11
ADDITIONAL DEFINITIONS .....	12
EXCLUSIONS .....	12
LIMIT OF LIABILITY .....	13
OTHER INSURANCE .....	14
PART C – UNINSURED AND UNDERINSURED MOTORIST COVERAGE .....	14
INSURING AGREEMENT .....	14
ADDITIONAL TERMS AND DUTIES.....	14
ADDITIONAL DEFINITIONS .....	14
EXCLUSIONS .....	16
LIMITS OF LIABILITY .....	16
OTHER INSURANCE .....	17
ARBITRATION.....	18
PART D – PHYSICAL DAMAGE COVERAGE.....	18
INSURING AGREEMENT - COLLISION COVERAGE .....	18
INSURING AGREEMENT - COMPREHENSIVE COVERAGE.....	18
INSURING AGREEMENT – ROADSIDE ASSISTANCE COVERAGE .....	19

INSURING AGREEMENT – RENTAL REIMBURSEMENT COVERAGE.....	19
ADDITIONAL DEFINITION.....	19
EXCLUSIONS.....	20
LIMIT OF LIABILITY.....	22
NO BENEFIT TO BAILEE.....	22
PAYMENT OF LOSS.....	23
TRANSFER OF TITLE.....	23
LIENHOLDER - LOSS PAYEE AGREEMENT.....	23
OTHER INSURANCE.....	23
APPRAISAL.....	23
GENERAL PROVISIONS.....	24
POLICY PERIOD.....	24
POLICY TERRITORY.....	24
POLICY CHANGES.....	24
CONFORMITY WITH STATE LAW.....	24
TRANSFER.....	25
FRAUD OR MISREPRESENTATION.....	25
PAYMENT OF PREMIUM.....	25
CANCELLATION.....	25
CANCELLATION REFUND.....	26
NONRENEWAL.....	26
PROOF OF NOTICE.....	27
AUTOMATIC TERMINATION.....	27
LEGAL ACTION AGAINST US.....	27
OUR RECOVERY RIGHTS.....	27
REDUCTION OF CERTAIN PREMIUMS FOR AIR BAG OR OTHER SAFETY DEVICE.....	28
NAMED DRIVER EXCLUSION.....	28
OPERATOR'S POLICY.....	28
EXECUTION OF POLICY.....	29

## NEVADA AUTO POLICY

This policy is a contract between **you** and **us**. This contract, the **declarations page**, **your** application, and any endorsements that apply to this policy contain all of the agreements between **you** and **us**. If **you** pay the required premium when due, **we** will provide the insurance described in this policy.

### YOUR DUTIES

#### **WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS**

Coverage will not apply unless **you** have paid the required premium when due and there is full compliance with the duties stated in this policy.

#### **Notify Us As Soon As Practicable**

If a person or **auto** insured by this policy is involved in an **accident** or **loss** for which this insurance may apply, the **accident** or **loss** must be reported to **us** within 24 hours or as soon as practicable. This applies even if **you** or the person insured are not at fault. **We** must receive the following information as soon as it is available:

- A. the time and place of the **accident** or **loss**;
- B. all facts and circumstances, including the driving conditions, who was involved, and all injury, damage and witness information;
- C. the names and addresses of all persons involved;
- D. the names and addresses of any injured persons and witnesses; and
- E. the license plate numbers of the vehicles involved.

**You** or the person insured must also notify the police or civil authority within 24 hours or as soon as practicable if:

- A. **you** cannot identify the owner or operator of the vehicle involved in the **accident**; or
- B. theft or vandalism has occurred.

**You** or a person claiming coverage under this policy must promptly do all of the following:

- A. Cooperate with **us** in the investigation, settlement, and defense of any claim or lawsuit.
- B. Provide any written proof of **loss** and **bodily injury we** may reasonably require.
- C. Submit to medical exams and tests at **our** expense by physicians **we** select as often as **we** reasonably require.
- D. Allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, and answer all questions **we** reasonably ask, as often as **we** may reasonably require.
- E. Provide **us** with all photographs and documents the person has related to the **accident** or **loss**.
- F. Send **us** any and all legal papers and notices relating to any claim or lawsuit when received. Such papers and notices must be received by **us** no later than 30 days after **you**, or any person claiming coverage under this policy, receive them. **We** have no duty to provide coverage or defense of a claim or action under Part A – Liability Coverage of this policy unless **we** have received actual notice of a lawsuit before judgment on such suit is entered.
- G. Attend hearings and trials as **we** require.
- H. Take reasonable steps after a **loss** to protect the property from further **loss**.
- I. Allow **us** to inspect, photograph, and appraise any damaged property before any repair or disposal.
- J. Authorize **us** to move the damaged property to a storage facility of **our** choice at **our** expense.
- K. Provide **us** with signed authorization to obtain medical and other health care records, business records, personal records, accident and claim records, earnings and wage loss information, and all other records **we** reasonably require.

- L. Authorize **us** to obtain any information on any device installed in a **covered auto** if the device records information that **we** determine to be relevant to the facts of the **accident** or **loss**, unless prohibited by law.
- M. Notify **us** of all information pertaining to any other policy of insurance and self-insurance that may apply to a driver, vehicle, person, or property involved in the **accident** or **loss**.
- N. Assume no obligation, make no payment, and incur no expense with respect to any **bodily injury, property damage, or loss** without **our** consent, except at that person's own cost without any obligation upon **us**.
- O. Convey title to, and possession of, any damaged, destroyed, or stolen **auto** or other property if **we** pay, subject to any deductible, the actual cash value, or the cost to replace it.

## GENERAL DEFINITIONS

The following terms, and their plural and possessive forms, will have the following meaning throughout the policy when shown in **bold** typeface, unless otherwise noted.

- A. "**Accident**" means a sudden, unexpected, and unintended occurrence.
- B. "**Auto**" means any licensed and registered self-propelled land motor vehicle of the private passenger type with neither more than, nor less than, four wheels and made for use upon public roads or streets. Auto also means a pickup, sport utility vehicle, or van type motor vehicle rated no greater than US GVWR Class 3 (Max. GVWR 14,000) and not used in any **business** other than farming or ranching. Auto does not include motorcycles, midget cars, golf carts, any vehicle operated on rails or crawler treads, farm-type tractors, farm implements, any vehicle used as a residence or premises, or any equipment designed for use principally off public roads and streets.
- C. "**Bodily injury**" means bodily harm, sickness, or disease sustained by a person or death resulting therefrom. It does not include mental or emotional injury, suffering, or distress that does not result from physical injury to a person.
- D. "**Business**" means a trade, profession, or occupation, whether engaged in full-time or part-time. It includes, but is not limited to, travel between work locations or offices, whether or not such travel is compensated or reimbursed.
- E. "**Commissioner**" means the Nevada Insurance Commissioner.
- F. "**Covered auto**" means:
  1. any **auto** shown on the **declarations page**, unless **you** have asked **us** to delete that **auto** from **your** policy;
  2. any additional **auto** on the date **you** become the **owner** if:
    - a. **you** acquire the **auto** during the policy period shown on the **declarations page**;
    - b. **you** notify **us** of the additional **auto** within 30 days of the date **you** become the **owner**;
    - c. **we** insure all **autos owned** by **you**;
    - d. no other insurance policy provides coverage for that **auto**; and
    - e. **you** pay any additional premium due.

An **auto you** acquire in addition to any **auto** shown on the **declarations page** will have the broadest coverage **we** provide for any **auto** shown on the **declarations page**. If **you** ask **us** to insure the additional **auto** more than 30 days after the date **you** become the **owner**, any coverage for that **auto** will begin when **you** request the coverage and pay any additional premium due;

3. any replacement **auto** on the date **you** become the **owner** if:
  - a. **you** acquire the **auto** during the policy period shown on the **declarations page**;
  - b. **you** notify **us** of the replacement **auto** within 30 days of the date **you** become the **owner**;
  - c. the **auto** that **you** acquire replaces one shown on the **declarations page**;
  - d. no other insurance policy provides coverage for that **auto**; and
  - e. **you** pay any additional premium due.

A replacement **auto** will have the same coverage as the **auto** it replaces, except that any coverage under Part D – Physical Damage Coverage that applied to the **auto** being replaced will apply to the replacement **auto** for only 30 days after the date **you** become the **owner**. **You** must notify **us** if **you** wish to extend coverage under Part D for the replacement **auto** beyond the initial 30 day period. If the **auto** being replaced was not covered under Part D, **you** may request that coverage for the replacement **auto**. That replacement **auto** will not be covered under Part D, however, until **you** request that coverage and pay the additional premium for it;

4. as used under Part A – Liability Coverage of this policy only, a “**temporary substitute auto**” means an **auto**:
  - a. not **owned** by, or furnished or available for the regular **use** of, **you**, a **relative**, or **your** non-resident spouse;
  - b. that is **used** as a temporary substitute for an **auto** described in paragraphs 1 – 3 above, while such **auto** is out of service due to breakdown, repair, or maintenance; and
  - c. that is furnished by, or through, a commercial servicing center or commercial rental company under a written agreement for the temporary **use** of such **auto**, while an **auto** described in paragraphs 1 – 3 above is out of service due to breakdown, repair, or maintenance; and
5. any **trailer** while it is attached to an **auto** described in paragraphs 1-4 above.
- G. “**Declarations page**” means the document from **us** listing:
  1. the types of coverage **you** have elected;
  2. the limit for each coverage;
  3. the cost for each coverage;
  4. the specified **autos** covered by this policy;
  5. the types of coverage for each **auto**; and
  6. other information that applies to this policy.
- H. “**Loss**” means sudden, direct, and accidental damage or theft.
- I. “**Non-owned auto**” means any **auto** that is not **owned** by, or available for the regular **use** of, **you**, a **relative**, or **your** non-resident spouse.
- J. “**Occupying**” means in, upon, on, entering into, or exiting from.
- K. “**Own**” or “**owned**” means the person:
  1. holds legal title to the **auto**;
  2. has legal possession of the **auto** subject to a lien or written security agreement with an original term of six months or more; or
  3. has legal possession of the **auto** that is leased or rented to that person under a written agreement for a continuous period of six months or more.
- L. “**Owner**” means any person who, with respect to an **auto**:
  1. holds legal title to the **auto**;
  2. has legal possession of the **auto** subject to a lien or written security agreement with an original term of six months or more; or
  3. has legal possession of the **auto** that is leased or rented to that person under a written agreement for a continuous period of six months or more.
- M. “**Relative**” means a person residing in the same household as **you**, who is related to **you** by blood, marriage, or adoption. If the named insured shown on the **declarations page** is not a natural person, however, no insurance is provided for a **relative**.
- N. “**Temporary substitute auto**” is defined in paragraph 4 of the definition of **covered auto** above.
- O. “**Trailer**” means a vehicle that is not self-propelled and designed to be pulled by an **auto**. It also means a farm wagon or farm implement while towed by a **covered auto**. It does not mean a vehicle:
  1. being used in a **business** or for commercial purposes;
  2. being used with an **auto** not shown on the **declarations page**; or
  3. functioning as a home, office store, display, or passenger trailer.
- P. “**Transportation network company**” or “**company**” means an entity that uses a digital network or software application service to connect a passenger to a **TNC driver** who can provide **transportation services** to the passenger.
- Q. “**Transportation network company driver**” or “**TNC driver**” means a natural person who:
  1. operates a motor vehicle that is owned, leased, or otherwise authorized for use by the person; and
  2. enters into an agreement with a **transportation network company** to receive connections to potential passengers and related services from the **company** in exchange for a payment of a fee to the **company**.
- R. “**Transportation services**” means the transportation by a **TNC driver** of one or more passengers between points chosen by the passenger or passengers and prearranged through the use of the digital network or software application service of a **transportation network company**. The term includes only the period beginning when the **TNC driver** accepts the request by a passenger for transportation through the digital network or software application service of the **transportation network company** and ending when the last such passenger fully disembarks the motor vehicle operated by the **TNC driver**.
- S. “**Use**”, “**used**”, and “**using**” mean operating, **occupying**, or maintaining.

- T. **"We", "us", and "our"** mean the company providing the insurance as shown on the **declarations page**.
- U. **"You" and "your"** mean:
1. the person shown as the named insured on the **declarations page**; and
  2. the named insured's spouse if the spouse is a resident of the same household as the named insured during the policy period.
- V. **"Resident operator"** means any person who resides in the insured's household and who at any time during the policy period **uses** or operates an insured **auto**.
- W. **"Regular operator"** means any person who operates an insured **auto** and to whom such **auto** is made available for his/her regular **use**.

## PART A - LIABILITY COVERAGE

### INSURING AGREEMENT

Subject to the Limits of Liability and all other terms and conditions under this Part A, if **you** pay the premium for Liability Coverage under this Part A, **we** will pay damages, other than punitive or exemplary damages, for which an **Insured** becomes legally liable to others because of **bodily injury** or **property damage** that results from a motor vehicle **accident**.

When coverage under this Part A applies, **we** will settle or defend, as **we**, in **our** sole discretion, consider proper and with counsel of **our** choice, any claim for damages covered by this Part A. If a lawsuit is brought against an **Insured** with respect to a claim for acts or alleged acts covered by this Part A seeking both compensatory and punitive or exemplary damages, **we** will provide a defense to such lawsuit, but without liability for any such punitive or exemplary damages. **Our** duty to settle or defend ends when **we** pay **our** Limits of Liability under this Part A for payment of a judgment or settlement. **We** have no duty to settle or defend any claim that is not covered by this policy.

**We** have no duty to provide coverage or defense of a claim or action under this Part A unless **we** have received actual notice of a lawsuit before judgment on such suit is entered.

No payment or payments made by **us** under this Part A shall constitute an admission of liability or waiver of defenses as to **bodily injury** or **property damage** that results from a motor vehicle **accident**. Further, no such payment shall be admissible in evidence in any action brought against an **Insured** or **us** for damages, indemnity, or benefits arising out of **bodily injury** or **property damage**, unless pleaded as a defense to that action. Any payment under this Part A shall be credited upon any settlement made by, or judgment rendered in any action against, **us** or an **Insured** and in favor of any person to whom, or on whose account, payment was made.

### ADDITIONAL DEFINITIONS

When used in this Part A:

- A. **"Insured" and "Insureds"** mean:
1. **you** or a **relative** with respect to an **accident** arising out of the ownership, maintenance, or **use** of any **covered auto**, or arising out of the **use** of a **non-owned auto** with the express or implied permission of the **owner**; and
  2. any person with respect to an **accident** arising out of that person's **use** of a **covered auto** with **your** express or implied permission, but to whom **your covered auto** is not furnished or available for that person's regular use; and
  3. any person or organization with respect only to vicarious liability for an **accident** arising out of the **use** of an **auto** by a person described in 1 or 2 above.
- B. **"Property damage"** means physical damage to, or destruction of, tangible property, including loss of use of that property caused by an **accident** covered under this policy and occurring while this policy is in force.

## ADDITIONAL PAYMENTS

In addition to the Limits of Liability under this Part A, **we** will pay for an **Insured**:

- A. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit, subject to the terms and conditions of this Part A;
- B. interest accruing after entry of judgment is entered in any suit **we** defend, until **we** have paid or tendered that portion of the judgment that does not exceed **our** Limits of Liability for this coverage. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **Insured**;
- C. the premium on any appeal bond or attachment bond required in any lawsuit **we** defend. **We** have no duty to purchase a bond in an amount exceeding **our** Limits of Liability. **We** have no duty to apply for or furnish these bonds; and
- D. reasonable expenses, not including loss of earnings, incurred at **our** request.

## EXCLUSIONS

**There is no coverage under this Part A if one or more of the following exclusions apply.**

Coverage under this Part A, including **our** duty to defend, does not apply to:

- A. **Bodily injury** or **property damage** arising out of the ownership, maintenance, or **use** of an **auto** or **trailer** while being used to carry persons or property for compensation or a fee. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products.
- B. **Bodily injury** or **property damage** arising out of the **use** of an **auto** by a **TNC driver** while such person is logged into the digital network or software application service of a **transportation network company**, available to receive requests for **transportation services**, or providing **transportation services**. This exclusion does not apply to shared-expense car pools.
- C. **Bodily injury** or **property damage** arising out of the ownership, maintenance, or **use** of an **auto** while being used to plow or remove snow for compensation or a fee.
- D. Any liability arising out of the ownership, maintenance, or **use** of a vehicle in the course of any **business**.
- E. Any liability assumed by an **Insured** under any contract or agreement.
- F. **Bodily injury** to an employee of an **Insured** arising out of, or within the course of, employment. This does not apply to domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability, or similar laws.
- G. **Bodily injury** or **property damage** arising out of an **accident** involving an **auto** while being used by a person while employed or engaged in the **business** of:
  - 1. selling;
  - 2. leasing;
  - 3. repairing;
  - 4. parking;
  - 5. storing;
  - 6. servicing
  - 7. towing;
  - 8. delivering;
  - 9. testing
  - 10. road testing; or
  - 11. renting;vehicles.
- H. **Bodily injury** or **property damage** resulting from participation in any racing, speed, or demolition contest, stunting activity, or from practice or preparation for any such contest or activity. This exclusion applies regardless of whether such contest or activity is prearranged, organized, or informal.
- I. **Bodily injury** or **property damage** resulting from the operation of any **auto** on a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or **use** on a track or course used for such purposes.
- J. **Bodily injury** or **property damage** due to nuclear reaction, exposure, radiation, or contamination.



- K. **Bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract or would be afforded under any such policy but for its termination upon exhaustion of its limit of liability.
- L. **Bodily injury** or **property damage** resulting from the operation, maintenance, or **use** of an **auto**, other than a **covered auto**, that is **owned** by, or furnished or available for the regular use of, **you**, a **relative**, or a person who resides with **you**.
- M. Any obligation for which the United States Government is liable under the Federal Tort Claims Act.
- N. **Bodily injury** or **property damage** that is intended or is caused intentionally by a willful act of, or at the direction of, an **Insured**.
- O. Punitive damages or an award of attorney fees based upon punitive damages.
- P. **Property damage** to any property:
  - 1. owned by;
  - 2. rented to;
  - 3. used by;
  - 4. transported by; or
  - 5. in the care, custody, or control of;
 an **Insured**, an employee of an **Insured**, or a person residing in **your** household.
- Q. **Bodily injury** or **property damage** arising out of the operation, maintenance, or **use** of a **covered auto** while leased or rented to others.
- R. **Bodily injury** or **property damage** arising out of the **use** of an **auto** to push, pull, or tow another **auto**, except for a **trailer** rented or **owned** by an **Insured**.
- S. **Bodily injury** or **property damage** arising out of the operation or **use** of a rented **auto** while being used by a person not authorized by, or excluded under, the terms of the rental agreement.
- T. Any intentional discharge, dispersal, or release of radioactive, pathogenic, poisonous, or hazardous material for any purpose other than its safe and useful purpose.
- U. **Bodily injury** or **property damage** arising out of the ownership or **use** of an **auto** while it is parked and being used:
  - 1. as a residence or premises; or
  - 2. as premises for office, store, or display purposes.
- V. **Bodily injury** or **property damage** that results from, or occurs in the course of, a criminal act or omission of an **Insured**, or while attempting to elude law enforcement. This includes, but is not limited to, **bodily injury** or **property damage** that results from, or that occurs in the course of, leaving the scene of a crime. For purposes of this exclusion, "crime" does not include a traffic violation.
- W. **Bodily injury** or **property damage** caused by, or as a consequence of, war (declared or undeclared), civil war, insurrection, civil commotion, rebellion, usurpation of power, or revolution. This includes any warlike action by any military force, government, sovereign or other authority using military personnel or agents and any action taken to hinder or defend against an actual or expected attack.
- X. **Bodily injury** or **property damage** arising out of the use of a rented or leased **auto** by the **Insured** where other valid or collectible coverage in the form of an insurance policy, bond, or self-insurance has been furnished to the **Insured** in connection with such rental or lease.
- Y. **Bodily injury** resulting from the discharge of any weapon or firearm used in connection with any vehicle.
- Z. **Bodily injury** or **property damage** arising out of the loading or unloading of any vehicle.
- AA. **Bodily injury** or **property damage** incurred while any vehicle is used for towing a **trailer** not designed to be towed by that vehicle.
- BB. Emergency response fees, clean up fees or other fees imposed by local municipalities, law enforcement agencies, or other governmental or volunteer agencies as a result of a motor vehicle **accident**.

## LIMITS OF LIABILITY

- A. The Limits of Liability for this Part A are shown on the **declarations page**.
  - 1. The amount shown for "per person" is the most **we** will pay for all damages due to a **bodily injury** sustained by one person in any one **accident**.
  - 2. Subject to the "per person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident**.

3. The amount shown for "property damage" is the most **we** will pay for all damages due to **property damage** sustained in any one **accident**.
- B. The "per person" limit of liability applies to:
1. the total of all claims made for **bodily injury** to a person and all claims of others derived from the **bodily injury** including, but not limited to:
    - a. loss of consortium;
    - b. loss of services;
    - c. loss of society;
    - d. loss of companionship; and
    - e. wrongful death;
  2. all claims and lawsuits for emotional distress and mental anguish due to witnessing the occurrence of the **accident** or **bodily injury**.
- C. **WE** WILL NOT PAY MORE THAN THE LIMITS OF LIABILITY FOR THIS PART A REGARDLESS OF THE NUMBER OF:
1. CLAIMS MADE;
  2. **COVERED AUTOS**;
  3. **INSUREDS**;
  4. LAWSUITS FILED;
  5. VEHICLES INVOLVED IN AN **ACCIDENT**;
  6. HEIRS OR SURVIVORS OF PERSONS WITH **BODILY INJURY**; OR
  7. PREMIUMS PAID.
- D. THE STACKING OR COMBINING OF COVERAGE OR LIMITS UNDER THIS POLICY IS NOT ALLOWED EVEN IF SEPARATE PREMIUMS ARE SHOWN ON THE **DECLARATIONS PAGE** FOR EACH **COVERED AUTO**.
- E. Any amount paid or payable to a person for **bodily injury** under this Part A shall reduce, or be reduced by, any amount paid or payable to such person for **bodily injury** under Part B – Medical Payments Coverage or Part C – Uninsured and Underinsured Motorist Coverage of this policy.
- F. Any amount paid or payable for **property damage** under this Part A shall reduce, or be reduced by, any amount paid or payable under Part D – Physical Damage Coverage of this policy for such **property damage**.
- G. No one will be entitled to duplicate payments for any elements of damages under this policy or any other source.
- H. A **covered auto** and attached **trailer** are considered one vehicle. Therefore, the limits of liability are not increased for an **accident** involving a **covered auto** with an attached **trailer**.

## OTHER INSURANCE

IF ANY OTHER LIABILITY INSURANCE POLICIES, BONDS, OR SELF-INSURANCE APPLIES TO ANY **ACCIDENT** COVERED UNDER THIS PART A, THE MAXIMUM LIMIT OF LIABILITY UNDER ALL POLICIES (INCLUDING ANY OTHER POLICY ISSUED BY **US** OR AN AFFILIATE) SHALL NOT EXCEED THE HIGHEST APPLICABLE LIMIT OF LIABILITY THAT APPLIES TO ANY ONE POLICY. Any insurance **we** provide under this Part A for an **Insured** while **occupying** or **using** any vehicle, other than a **covered auto** that is not a **temporary substitute auto**, will be excess over all other insurance, bonds, or other forms of coverage covering that vehicle.

SUBJECT TO THE OTHER TERMS OF THIS OTHER INSURANCE CLAUSE, IF **WE** PROVIDE COVERAGE UNDER THIS PART A ON A PRIMARY BASIS, **WE** WILL NOT PAY MORE THAN **OUR** SHARE OF THE DAMAGES THAT MUST BE PAID UNDER POLICIES OR TERMS OF COVERAGE THAT APPLY ON A PRIMARY BASIS. **OUR** SHARE IS THE PROPORTION THAT **OUR** LIMIT OF LIABILITY BEARS TO THE TOTAL OF ALL APPLICABLE LIMITS OF LIABILITY FOR COVERAGE PROVIDED ON A PRIMARY BASIS.

SIMILARLY, IF COVERAGE IS PROVIDED UNDER THIS PART A ON AN EXCESS BASIS, **WE** WILL NOT PAY MORE THAN **OUR** SHARE OF THE DAMAGES THAT MUST BE PAID UNDER POLICIES OR TERMS OF COVERAGE THAT APPLY ON AN EXCESS BASIS. **OUR** SHARE IS THE PROPORTION THAT **OUR** LIMIT OF LIABILITY BEARS TO THE TOTAL OF ALL APPLICABLE LIMITS OF LIABILITY FOR COVERAGE PROVIDED ON AN EXCESS BASIS.

## FINANCIAL RESPONSIBILITY

When this policy is certified as proof of financial responsibility, this policy will comply with the law to the extent required. **You** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

## OUT-OF-STATE COVERAGE

If an **accident** to which coverage under this Part A applies occurs in any state, territory, or possession of the United States of America or any province or territory of Canada, other than the one in which a **covered auto** is principally garaged, and the state, province, territory, or possession has:

- A. a financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **declarations page**, and it is required by law that this policy conform to those higher limits, this policy will provide the higher liability limits; or
- B. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident uses an **auto** in that state, province, territory or possession, this policy will provide the required minimum amounts and types of coverage, only if it is required by law that this policy conform to those higher limits.

This shall not apply if this policy is issued by **us** as an Operator's Policy. If **we** make any payment under this policy beyond the terms, conditions, changes, exclusions, endorsements, and limits included in this policy and stated on **your declarations page** resulting from an **accident** occurring outside the State of Nevada, then **you** agree to reimburse **us** for any such payment.

## REDUCTION OF PREMIUMS FOR PERSONS 55 YEARS OF AGE OR OLDER

If the named insured shown on the **declarations page** is 55 year or age or older, **we** will reduce premium for Liability Coverage under this Part A for three-year periods if the named insured:

- A. successfully completes, after attaining 55 years of age and every three years after that, a course of traffic safety approved by the Nevada Department of Motor Vehicles (other than one the named insured is required to complete as a result of a moving traffic violation(s)): and
- B. for the three-year period before completing the course of traffic safety and each three-year period after that:
  - 1. is not involved in a crash involving a motor vehicle for which the named insured is at fault;
  - 2. maintains a driving record free of violations; and
  - 3. has not been convicted of, or entered a plea of guilty, guilty but mentally ill, or nolo contendere to, a moving violation or an offense involving the operation of a motor vehicle while under the influence of intoxicating liquor or a controlled substance or any other conduct prohibited by Nevada Revised Statutes Sections 484C.110, 484C.120, 484C.130, or 484C.430 or a law of any other jurisdiction that prohibits the same or similar conduct.

To qualify for the premium reduction, the named insured must present to **us** the certificate issued to him or her by the Nevada Department of Motor Vehicles upon successful completion of the approved traffic safety course described above.

## PART B - MEDICAL PAYMENTS COVERAGE

### INSURING AGREEMENT

Subject to **our** Limit of Liability, if **you** pay the premium for Medical Payments Coverage, **we** will pay the **usual and customary charge** for reasonable and necessary **medical expenses** INCURRED WITHIN ONE YEAR FROM THE DATE OF AN **ACCIDENT**, and for reasonable expenses incurred for funeral services:

- A. resulting from **bodily injury**;

- B. sustained by an **Insured**; and
- C. caused by an **accident** that arises out of the ownership, maintenance, or **use** of an **auto**.

**We** have the right to review the **medical expenses** to determine if they are reasonable and necessary for the diagnosis and treatment of the **bodily injury**. **We** may refuse to pay for any portion of a **medical expense** that is unreasonable because the fee for the service is greater than the **usual and customary charge** for that service. **We** may also refuse to pay for any **medical expense** because the service rendered is unnecessary for the treatment of the **bodily injury** sustained. **We** may use independent sources of information selected by **us** to determine if any **medical expense** is reasonable and necessary. These sources may include, but are not limited to:

- A. exams by physicians **we** select;
- B. review of medical records and test results by persons and services selected by **us**;
- C. computerized programs for the analysis of medical treatment and expenses; and
- D. published sources of medical expense information.

## **ADDITIONAL DEFINITIONS**

When used in Part B:

- A. **“Insured”** and **“Insureds”** mean:
  - 1. **you** or a **relative** while **occupying** a **covered auto**, or while **occupying** a **non-owned auto** with the express or implied permission of the **owner**; and
  - 2. any other person while **occupying** a **covered auto** with **your** permission.
- B. **“Medical expenses”** mean medical treatment services and products provided by a licensed health care provider, including necessary ambulance, hospital, surgical, medical, dental, x-ray, professional nursing, prosthetic devices, eye glasses, and pharmaceutical services.
- C. **“Usual and customary charge”** means an amount that **we** determine, through the **use** of independent sources of **our** choice, represents a customary charge for services in the geographical area in which the service is rendered.

## **EXCLUSIONS**

**There is no coverage under this Part B if one or more of the following exclusions apply.**

Coverage under Part B does not apply to **bodily injury**:

- A. Sustained while operating or **occupying** an **auto** while being used to carry persons or property for compensation or a fee. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion also applies to the **use** of an **auto** by a **TNC driver** while such person is logged into the digital network or software application service of a **transportation network company**, available to receive requests for **transportation services**, or providing **transportation services**. This exclusion does not apply to shared-expense car pools.
- B. Arising out of the maintenance, ownership or **use** of a vehicle in the course of any **business**.
- C. Occurring within the course of employment if workers' compensation benefits are available for the **bodily injury**.
- D. Arising out of an **accident** involving an **auto** while being used by a person while employed or engaged in the **business** of:
  - 1. selling;
  - 2. leasing;
  - 3. repairing;
  - 4. parking;
  - 5. storing;
  - 6. servicing;
  - 7. delivering;
  - 8. testing; or
  - 9. renting;

vehicles.

- E. Resulting from an **insured's** participation in any racing, speed, or demolition contest, stunting activity, or from practice or preparation for any such contest or activity. This exclusion applies regardless of whether such contest or activity is prearranged, organized, or informal.
- F. Resulting from an **insured's** operation of any **auto** on a track or course designed or used for racing or high performance driving, or in practice or preparation or any contest or **use** on a track or course used for such purposes.
- G. For which the United States Government is liable under the Federal Tort Claims Act.
- H. Sustained by any person while **occupying a covered auto** without the express or implied permission of **you** or a **relative**.
- I. Sustained by **you** or a **relative** while **occupying a non-owned auto** without the express or implied permission of the **owner** of such **auto**.
- J. Arising out of the **use** of a **covered auto** while leased to, or rented by, others.
- K. When struck by, or **using**, an **auto**, other than a **covered auto, owned** by, or furnished or available for regular **use of you, a relative, or a person who resides with you**.
- L. Resulting from any intentional discharge, dispersal, or release of radioactive, pathogenic, or hazardous material for any purpose other than its safe and useful purpose.
- M. Arising out of the ownership, maintenance, or **use** of an **auto** while it is parked and being used:
  - 1. as a residence or premises; or
  - 2. as a premises for office, store, or display purposes.
- N. That is intentionally inflicted on an **Insured** or that is self-inflicted. This includes any **bodily injury** sustained by an **Insured** occupant of a **covered auto** who is complicit in the intentional act or acts of the driver of the **covered auto**.
- O. Caused by or as a consequence of:
  - 1. nuclear reaction, exposure, radiation, or radioactive contamination, or for which insurance is afforded under a nuclear energy liability insurance contract;
  - 2. discharge of a nuclear weapon;
  - 3. war;
  - 4. civil war;
  - 5. insurrection or civil commotion; or
  - 6. rebellion, riot, or revolution.
- P. That arises out of **occupying** or **using** a motor vehicle with:
  - 1. less than four wheels; or
  - 2. four or more wheels if the motor vehicle is not designed for operation principally upon public roads.
- Q. That is caused by, or reasonably expected to result from, a criminal act or omission of the **Insured** while attempting to elude law enforcement. This includes, but is not limited to, **bodily injury** that results from, or that occurs in the course of, leaving the scene of a crime. For purposes of this exclusion, "crime" does not include a traffic violation.
- R. Arising out of the **use** of any vehicle by a person who has not been disclosed to us: and,
  - 1. does not have a driver's license; or
  - 2. has a driver's license that has been revoked or is under suspension; or
  - 3. has a restricted driver's license and is **using** the vehicle outside of the scope of that restriction.

## LIMIT OF LIABILITY

- A. THE LIMIT OF LIABILITY SHOWN ON THE **DECLARATIONS PAGE** FOR THIS PART B IS THE MOST **WE** WILL PAY FOR EACH **INSURED** SUSTAINING **BODILY INJURY** IN ANY ONE **ACCIDENT**, REGARDLESS OF THE NUMBER OF:
  - 1. CLAIMS MADE;
  - 2. **COVERED AUTOS**;
  - 3. **INSUREDS**;
  - 4. LAWSUITS FILED;
  - 5. MOTOR VEHICLES INVOLVED IN AN **ACCIDENT**; OR
  - 6. PREMIUMS PAID.

- B. THERE WILL BE NO STACKING OR COMBINING OF COVERAGE AFFORDED TO MORE THAN ONE **AUTO** UNDER THIS POLICY.
- C. Any amount paid or payable to an **Insured** under this Part B shall reduce, or shall be reduced by, any amount paid or payable for the same expense under Part A – Liability Coverage or Part C – Uninsured and Underinsured Motorist Coverage of this policy.
- D. No one will be entitled to duplicate payments for any elements of **bodily injury**, damages, or expenses under this policy or from any other source.

## **OTHER INSURANCE**

IF THERE IS OTHER APPLICABLE **AUTO** MEDICAL PAYMENTS INSURANCE, **WE** WILL PAY ONLY **OUR** SHARE OF THE **MEDICAL EXPENSES**. **OUR** SHARE IS THE PROPORTION THAT **OUR** LIMIT OF LIABILITY BEARS TO THE TOTAL OF ALL APPLICABLE LIMITS. Any insurance **we** provide under this Part B for an **Insured** while **occupying** or **using** any vehicle, other than a **covered auto** that is not a **temporary substitute auto**, will be excess over all other insurance, bonds, or other forms of coverage covering that vehicle.

## **PART C – UNINSURED AND UNDERINSURED MOTORIST COVERAGE**

### **INSURING AGREEMENT**

Subject to the Limits of Liability under this Part C, if **you** pay the premium for Uninsured and Underinsured Motorist Coverage, **we** will pay for damages, other than punitive or exemplary damages, that an **Insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **bodily injury**:

1. sustained by an **Insured**;
2. caused by an **accident**; and
3. arising out of the ownership, maintenance, or **use** of the **uninsured motor vehicle** or **underinsured motor vehicle**.

### **ADDITIONAL TERMS AND DUTIES**

- A. If a settlement offer has been made to an **Insured** by or on behalf of the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**, **we** must be given not less than 30-days written notice of the offer including, in the case of an **accident** involving an **underinsured motor vehicle**, documentation of the liability coverage limits of the **owner** or operator of such **underinsured motor vehicle**.
- B. **We** may require an **Insured** to file a legal action against the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** before **we** negotiate a claim under this Part C. If a legal action is filed at **our** request, **we** will advance all court costs, jury fees, and sheriff's fees arising from the action.
- C. If a lawsuit is filed without prior notice to **us**, **we** are not bound by any judgment that arises out of that lawsuit as to:
  1. the liability of an **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
  2. the amount of damages arising from an **accident**.
- D. If a settlement is entered into with the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**, but without **our** written consent, **we** are not bound by that settlement.

### **ADDITIONAL DEFINITIONS**

When used in Part C:

- A. "**Hit-and-run motor vehicle**" means a motor vehicle, the **owner** or operator of which is unknown or, after reasonable diligence, cannot be found if:

1. the **bodily injury** has resulted from physical contact between the vehicle and the **Insured** or an **auto** which the **Insured** was **occupying** at the time of the **accident**;
  2. the **Insured**, or someone on his or her behalf, immediately reported the **accident** to the police department of the city where it occurred or, if the **accident** occurred in an unincorporated area, to the sheriff of the county in which the **accident** occurred or to the Nevada Highway Patrol;
  3. the **Insured**, or someone on his or her behalf, filed with **us**, within 30 days of the date of the **accident**, a statement under oath that the **Insured**, or his or her legal representative, has a cause or causes of action arising out of such **accident** for damages against a person or persons whose identity cannot be ascertained and setting forth facts in support of such statement; and
  4. at **our** request, the **Insured**, or his or her legal representative, makes available for inspection the **auto** that the **Insured** was **occupying** at the time of the **accident**.
- B. "**Insured**" and "**Insureds**" mean:
1. **you** or a **relative**;
  2. any other person operating a **covered auto** with **your** permission, if being operated within the scope of that permission; and
  3. any person who is legally entitled to recover damages covered by Part C because of **bodily injury** sustained by a person described in 1 or 2 above. This will not increase **our** Limits of Liability to an amount more than the limit that applies to the person who has sustained the **bodily injury**.
- C. "**Underinsured motor vehicle**" means a land motor vehicle for which one or more **bodily injury** liability bonds or policies apply at the time of the **accident**, but the sum of all limits available under all applicable bonds and policies for **bodily injury** liability is less than the damages, other than punitive or exemplary damages, that an **Insured** is legally entitled to recover from the **owner** or operator of the motor vehicle because of **bodily injury**. It does not include any vehicle:
1. insured under Part A – Liability Coverage of this policy;
  2. **owned** by, or furnished to or available for regular **use** by, **you** or any **relative**;
  3. **owned** by any governmental unit or agency;
  4. operated on rails or crawler treads;
  5. not required to be registered as a motor vehicle;
  6. while located for use, or while being used, as a residence or premises;
  7. designed mainly for **use** off public roads, while not on public roads;
  8. shown on the **declarations page** of this policy; or
  9. that is an **uninsured motor vehicle**.
- D. "**Uninsured motor vehicle**" means a land motor vehicle of any type:
1. with respect to which there is not available at the Nevada Department of Motor Vehicles evidence of financial responsibility as required by NRS Chapter 485 or for which no such evidence is supplied to the Department of Motor Vehicles within 60 days of the **accident**;
  2. to which no **bodily injury** liability bond, policy, or form of self-insurance applies at the time of the **accident**, or to which a **bodily injury** liability bond, policy, or form of self-insurance applies at the time of the **accident**, but in an amount less than the amount required by NRS 485.210 or by the financial responsibility law of the state in which the vehicle is garaged or registered;
  3. that is a **hit-and-run motor vehicle**; or
  4. to which a liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
    - a. legally denies coverage; or
    - b. is insolvent or is unable, because of insolvency, to make payment with respect to the legal liability of its insured within the limits specified in the bond or policy. This insolvency protection applies only to **accidents** occurring while coverage under this Part C is in effect and where the liability insurer of the motor vehicle was insolvent at the time of the **accident** or within two years after the date of the **accident**.
- An "**uninsured motor vehicle**" does not include any motorized vehicle or equipment:
1. insured under Part A – Liability Coverage of this policy;
  2. shown on the **declarations page**;
  3. that is **owned** by, or furnished to or available for regular **use** by, **you** or any **relative**;
  4. **owned** or operated by a self-insured under any applicable vehicle law, except a self-insured that is or becomes insolvent;
  5. operated on rails or crawler treads;
  6. designed mainly for **use** off public roads, while not on public roads;

7. while located for use, or while being used, as a residence or premises;
8. not required to be registered as a motor vehicle; or
9. that is an **underinsured motor vehicle**.

## EXCLUSIONS

**There is no coverage under this Part C if one or more of the following exclusions apply.**

- A. Coverage under Part C is not provided for:
1. **Bodily injury** that occurs while **you** or a **relative** are **using** a motor vehicle to carry persons or property for compensation or a fee. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion also applies to the **use** of an **auto** by a **TNC driver** while such person is logged into the digital network or software application service of a **transportation network company**, available to receive requests for **transportation services**, or providing **transportation services**. This exclusion does not apply to shared-expense car pools.
  2. **Bodily injury** arising out of the maintenance, ownership or **use** of a vehicle in the course of any **business**.
  3. **Bodily injury** while **you** or a **relative** are **occupying** or **using** any motor vehicle **owned** by, or furnished or available for the regular use of, **you** or a **relative** if that vehicle is not a **covered auto** under this policy. This exclusion applies only to damages in excess of the minimum limits of liability required by the motor vehicle financial responsibility law of the State of Nevada.
  4. **Bodily injury** while **occupying** or **using** any:
    - a. **covered auto** without the permission of **you** or a **relative** or outside of the scope of that permission; or
    - b. other vehicle without the permission of its **owner** or outside of the scope of that permission.
  5. **Bodily injury** while **occupying** or **using** any vehicle in the course of a crime or while attempting to elude law enforcement. This includes, but is not limited to, **bodily injury** that results from, or that occurs in the course of, leaving the scene of a crime. For purposes of this exclusion, "crime" does not include a traffic violation.
  6. **Bodily injury** which the **Insured** expected or intended to occur or that is incurred by an **Insured** occupant of an **auto** who is complicit in the intentional act of the operator of the **auto**.
  7. **Bodily injury** caused by hazardous materials.
  8. **Bodily injury** resulting from an **Insured's** participation in any racing, speed, or demolition contest, stunting activity, or from practice or preparation for any such contest or activity. This exclusion applies regardless of whether such contest or activity is prearranged, organized, or informal.
  9. **Bodily injury** resulting from an **insured's** operation of any **auto** on a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or **use** on a track or course used for such purposes.
- B. No coverage applies under this Part C for any **Insured** who, directly or through his or her representative, settles any claim without **our** written consent.
- C. Coverage under this Part C shall not benefit, directly or indirectly, any insurer or self-insurer under any workers' compensation law, disability benefits law, or similar law.

## LIMITS OF LIABILITY

- A. The Limits of Liability for this Part C are shown on the **declarations page**.
1. The amount shown for "per person" is the most **we** will pay for all damages due to **bodily injury** sustained by one person in any one **accident**.
  2. Subject to the "per person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident**.
- B. The "per person" limit of liability applies to:
1. the total of all claims made for **bodily injury** to a person and all claims of others derived from the **bodily injury**, including but not limited to:
    - a. loss of consortium;
    - b. loss of services;
    - c. loss of society;



- d. loss of companionship; and
- e. wrongful death; and
- 2. all claims and lawsuits for emotional distress and mental anguish due to witnessing the occurrence of the **accident** or **bodily injury**.
- C. **WE WILL NOT PAY MORE THAN THE LIMITS OF LIABILITY FOR THIS PART C REGARDLESS OF THE NUMBER OF:**
  - 1. CLAIMS MADE;
  - 2. **COVERED AUTOS;**
  - 3. **INSUREDS;**
  - 4. LAWSUITS FILED;
  - 5. VEHICLES INVOLVED IN AN **ACCIDENT**;
  - 6. HEIRS OR SURVIVORS OF PERSONS WITH **BODILY INJURY**; OR
  - 7. PREMIUMS PAID.
- D. Subject to the Limits of Liability under this Part C, the maximum amount payable under this Part C for damages, other than punitive or exemplary damages, that an **Insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **bodily injury** shall not exceed the amount by which such damages exceed:
  - 1. the sum of the amounts of **bodily injury** liability coverage under all liability policies and bonds available to the **owner** or operator of the **uninsured motor vehicle** or **underinsured motor vehicle**; or
  - 2. the limitation of liability of a government unit or agency under NRS §41.035, as amended, if applicable to the **accident**.
- E. If the **Insured** enters into a settlement with the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** for an amount less than the sum of the amounts of **bodily injury** liability coverage under all liability policies and bonds available to the **owner** or operator, **we** shall not be liable for any portion of the difference between the settlement amount and the sum of the amounts of **bodily injury** liability coverage under all liability policies and bonds available to such **owner** or operator.
- F. In determining the total damages that an **Insured** is legally entitled to recover from the **owner** or operator of an **underinsured motor vehicle** or **uninsured motor vehicle** because of **bodily injury**, the amount of such damages shall be reduced by any amount paid or payable under Part B – Medical Payments Coverage of this policy, under any other similar motor vehicle medical payments or personal injury protection coverage, or under any workers’ compensation law, disability benefits law, or similar law.
- G. IF **WE**, OR AN AFFILIATE INSURER, HAVE ISSUED MORE THAN ONE POLICY TO **YOU** WITH UNINSURED AND UNDERINSURED MOTORIST COVERAGE, **WE WILL NOT PAY MORE THAN THE HIGHEST LIMIT OF LIABILITY FOR THAT COVERAGE THAT APPLIES UNDER ONE POLICY.**
- H. THE STACKING OR COMBINING OF COVERAGE OR LIMITS UNDER THIS POLICY IS NOT ALLOWED EVEN IF SEPARATE PREMIUMS ARE SHOWN FOR EACH **COVERED AUTO.**
- I. If there is more than one **covered auto** under this policy, the limits of liability available to a permissive user shall be the limits associated with the **covered auto** used by the permissive user when the **accident** occurred.
- J. Any amount paid or payable to a person for **bodily injury** under this Part C shall reduce, or shall be reduced by, any amount paid or payable to such person for **bodily injury** under Part A – Liability Coverage or Part B – Medical Payments Coverage of this policy.
- K. No one will be entitled to duplicate payments for any elements of damages under this policy or any other source.

## OTHER INSURANCE

If other uninsured or underinsured motorist coverage, similar to the coverage provided by this Part C, applies to an **accident**:

- A. THE MAXIMUM LIMIT OF LIABILITY UNDER ALL POLICIES, BONDS, OR OTHER FORMS OF COVERAGE (INCLUDING ANY OTHER POLICY ISSUED BY **US** OR AN AFFILIATE) SHALL BE NO MORE THAN THE HIGHEST APPLICABLE LIMIT OF LIABILITY UNDER ONE POLICY, BOND, OR FORM OF COVERAGE.
- B. Any insurance **we** provide under this Part C for an **Insured** while **occupying** or **using** any vehicle, other than a **covered auto** that is not a **temporary substitute auto**, will be excess over all other insurance, bonds, or other forms of coverage covering that vehicle.

- C. SUBJECT TO THE OTHER TERMS OF THIS OTHER INSURANCE SECTION, IF **WE** PROVIDE COVERAGE UNDER THIS PART C, **WE** WILL PAY ONLY **OUR** SHARE OF THE DAMAGES. **OUR** SHARE IS THE PROPORTION THAT **OUR** LIMIT OF LIABILITY BEARS TO THE TOTAL OF ALL AVAILABLE COVERAGE LIMITS WITH THE SAME PRIORITY, EITHER PRIMARY OR EXCESS.
- D. **We** will not pay for any damages that would duplicate any payment made for damages under other insurance.

## **ARBITRATION**

If **we** and an **Insured** cannot agree on:

- A. the legal liability of the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** as the result of an **accident** to which this Part C applies; or
- B. the amount of damages sustained by the **Insured** as the result of such **accident**;  
then the disagreement shall be determined by arbitration if both **we** and the **Insured** agree to arbitration prior to the expiration of the statute of limitations applicable to such **accident**.

If **we** and the **Insured** agree to arbitration, each party shall select an arbitrator. The two arbitrators shall select a third. If the two arbitrators cannot agree on a third arbitrator within 30 days then, on joint application by **us** and the **Insured**, the third arbitrator shall be appointed by a court having jurisdiction.

Each party shall pay the fees and costs of its arbitrator and any other expenses such party incurs. The fees and costs of the shared arbitrator shall be shared equally by **us** and the **Insured**.

Unless the parties agree otherwise, arbitration shall take place in the county in which the **Insured** resides. Local rules of evidence and procedure shall apply. The **Insured** agrees to promptly respond to requests for production, submit to examinations under oath when and as **we** require, promptly respond to interrogatories, and promptly respond to, and otherwise comply with, any other discovery **we** may require during the course of any arbitration.

The arbitrators may not award an amount in excess of the applicable Limit of Liability under this Part C. The arbitrators have no authority to award punitive or exemplary damages.

## **PART D – PHYSICAL DAMAGE COVERAGE**

### **INSURING AGREEMENT - COLLISION COVERAGE**

If **you** pay the premium for Collision Coverage then, subject to **our** Limit of Liability and the applicable deductible, **we** will pay for **loss** to a **covered auto** for which Collision Coverage has been purchased when it overturns or has physical impact with another vehicle or object (not including impact with an animal, bird, or any falling object).

### **INSURING AGREEMENT - COMPREHENSIVE COVERAGE**

If **you** pay the premium for Comprehensive Coverage then, subject to **our** Limit of Liability and the applicable deductible, **we** will pay for a **comprehensive loss** to a **covered auto** for which Comprehensive Coverage has been purchased.

In the event of the theft of an entire **covered auto** for which Comprehensive Coverage applies under this Part D, **we** will pay, in addition to the Limit of Liability, up to \$10 per day, not to exceed \$200 in total, for reasonable and necessary transportation expenses incurred beginning 72 hours after the theft has been reported to **us** and to the applicable authorities and ending on the earlier of:

- A. the date and time the location of the stolen **covered auto** becomes known to **you** or **us**; or
- B. the date **we** make a payment for the theft.

## INSURING AGREEMENT – ROADSIDE ASSISTANCE COVERAGE

If **you** pay the premium for Roadside Assistance Coverage for a **covered auto** as shown on the **declarations page** then, subject to the per occurrence limit shown on the **declarations page**, **we** will pay for up to two occurrences per **covered auto** per policy period for the following emergency roadside assistance services necessitated by the disablement of the **covered auto**:

- A. reasonable towing and labor costs for towing the **covered auto** to the nearest point at which the disablement can be remedied;
- B. reasonable costs for a tire change;
- C. reasonable costs for a battery jump start;
- D. reasonable costs for key lockout services; and
- E. reasonable costs for fuel, oil, and water delivery service limited to the amount of fuel, oil, and water necessary for the **covered auto** to be driven to the nearest point where fuel and oil may be purchased by the driver or **owner**.

If the **covered auto** must be towed, **you** must arrange necessary towing services through the roadside assistance service authorized by **us**. **We** shall not pay for unreasonable or excessive towing charges assessed by an unauthorized towing or roadside assistance service.

## INSURING AGREEMENT – RENTAL REIMBURSEMENT COVERAGE

Subject to **our** limits of liability for this coverage, if **you** pay the premium for Rental Reimbursement Coverage, **we** will reimburse rental charges incurred when **you** rent an **auto** from a rental agency or **auto** repair shop due to a **loss**:

- A. to a **covered auto** for which Rental Reimbursement Coverage has been purchased as shown on the **declarations page**; and
- B. for which Comprehensive Coverage or Collision Coverage applies.

**Our** limits of liability for this coverage are the amount and the number of days shown on the **declarations page**.

If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses shall apply.

Rental charges will be reimbursed beginning 48 hours after the **loss**, if timely reported by **you**.

Reimbursement for rental charges will end when **our** limit of liability for this coverage has been reached or, if earlier, when the **covered auto** has been:

- A. returned to **you**;
- B. repaired;
- C. replaced; or
- D. if the **covered auto** is deemed by **us** to be a total **loss**, 72 hours after **we** make an offer to pay the applicable limit of liability under this Part D.

**You** must provide **us** written proof of **your** rental charges. Duplicate recovery for any expense or charge is not permitted under this policy.

## ADDITIONAL DEFINITION

When used in this Part D:

A "**comprehensive loss**" includes **loss** caused by:

- 1. contact with an animal or a bird;

2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny; or
8. windstorm, hail, water, or flood.

It does not include a **loss** that is payable under Collision Coverage.

## EXCLUSIONS

**There is no coverage under this Part D if one or more of the following exclusions apply.**

No coverage under this Part D shall apply to **loss**:

- A. To a **covered auto** while being used to carry persons or property for compensation or a fee. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion also applies to the **use** of an **auto** by a **TNC driver** while such person is logged into the digital network or software application service of a **transportation network company**, available to receive requests for **transportation services**, or providing **transportation services**. This exclusion does not apply to shared-expense car pools.
- B. To a **covered auto** while being used to plow or remove snow for compensation or a fee.
- C. Arising out of the ownership, maintenance, or **use** of a vehicle in the course of any **business**.
- D. To a **covered auto** while it is leased or rented to others.
- E. To a **covered auto** while being used or driven by a person while employed or engaged in the **business** of:
  1. selling;
  2. leasing;
  3. repairing;
  4. parking;
  5. storing;
  6. servicing;
  7. delivering;
  8. road testing; or
  9. renting;
 vehicles.
- F. To a **covered auto** resulting from participation in any racing, speed, or demolition contest, stunting activity, or from practice or preparation for any such contest or activity. This exclusion applies regardless of whether such contest or activity is prearranged, organized, or informal.
- G. To a **covered auto** that results from the operation of the **covered auto** on a track or course designed or used for racing or high performance driving, or in practice or preparation for any contest or **use** on a track or course used for such purposes.
- H. Due to nuclear reaction, exposure, radiation, or contamination.
- I. For which insurance is afforded under a nuclear energy liability insurance contract.
- J. To a **covered auto** due to destruction or confiscation by governmental or civil authorities, or due to repossession by a loss payee or lienholder.
- K. To a **covered auto** due to abandonment.
- L. That is intended or is caused intentionally by a willful act of **you** or a **relative**, or at the direction of **you** or a **relative**.
- M. To a **covered auto** that results from, or occurs in the course of, a criminal act or omission of **you**, a **relative**, or anyone **using** the **covered auto**, or while attempting to elude law enforcement. This includes, but is not limited to, **loss** that results from, or that occurs in the course of, leaving the scene of a crime. For purposes of this exclusion, "crime" does not include a traffic violation.
- N. To a **covered auto** that is due and confined to :
  1. wear and tear;

2. freezing;
3. mechanical or electrical breakdown or failure; or
4. road damage to tires.

This exclusion does not apply if the damage results from the theft of the **covered auto**.

- O. Due to theft or conversion of a **covered auto**:
1. by **you**, a **relative**, or any resident of **your** household;
  2. prior to its delivery to **you** or a **relative**; or
  3. while in the care, custody, or control of anyone engaged in the **business** of selling vehicles.
- P. To equipment, devices, accessories, and any other personal effects that are not permanently installed by the original manufacturer in, or attached by brackets or bolts to, a **covered auto**. This includes, but is not limited to:
1. tapes, compact discs, cassettes, DVDs, and other recording or recorded media;
  2. any case or other container designed for storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;
  3. any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions;
  4. mobile phones, navigation devices, computers, DVD players, Internet devices, iPods, MP3 players, satellite radio or receiver devices, entertainment systems, or wireless audio devices;
  5. CB radios, telephones, two-way mobile radios, or televisions;
  6. all other video, audio, computing, navigation and communication devices and accessories; and
  7. any non-original equipment manufacturer custom furnishings or equipment in or upon any **covered auto**. These include, but are not limited to:
    - a. special carpeting and insulation, furniture, bars or television receivers;
    - b. facilities for cooking and sleeping;
    - c. height extending roofs; or
    - d. custom murals, paintings, or other decals or graphics.
- Q. To a **covered auto** for diminution of value, or any actual or perceived loss in market or resale value, that results from a **loss**.
- R. To a **covered auto** caused directly or indirectly by mold, mildew or fungus, including any type or form of:
1. decomposing or disintegrating organic material or micro-organism;
  2. organic surface growth on moist, damp, or decaying matter;
  3. yeast or spore-bearing plant-like organism; or
  4. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.
- S. To a **covered auto** caused directly or indirectly by:
1. war (declared and undeclared, and civil war);
  2. warlike action by any military force, government, sovereign, or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack;
  3. insurrection, civil commotion, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts; or
  4. any discharge, dispersal, or release of radioactive, nuclear, pathogenic, flammable, or hazardous material or from the transportation of such materials.
- T. That occurs to a **covered auto** while being used as a primary residence.
- U. That is, or results from, the theft of a **covered auto** if it is determined that, at the time of the theft, the keys were left in the ignition of the **covered auto** or that the wiring or operation of the **covered auto** was not altered or changed to allow the operation of the **covered auto** without keys. This does not apply if the **loss** occurred due to car-jacking or due to other forcible means used to overtake the operation of the **covered auto**.
- V. That occurs while a **covered auto** is being operated or used by a person who is intoxicated or under the influence of any narcotics including prescribed narcotics.
- W. For any **loss** that **you** do not report to **us** within 30 days of the date of loss.
- W. Arising out of the **use** of any vehicle by a person who has not been disclosed to us: and,
1. does not have a driver's license; or
  2. has a driver's license that has been revoked or is under suspension; or
  3. has a restricted driver's license and is **using** the vehicle outside of the scope of that restriction.

**We** shall not pay for breakage of glass if other insurance is afforded for such breakage. **We** have no duty under this Part D to pay for or replace any insignia, stickers, decals, logos, trademarks, or decorative markings on windshields or other glass that is replaced as a result of a covered **loss**.

If the **covered auto** is disabled as a result of an **accident**, **you** must arrange necessary towing services through a towing service authorized by **us**. **We** shall not pay for unreasonable or excessive towing charges assessed by an unauthorized towing service.

#### **LIMIT OF LIABILITY**

- A. **Our** Limit of Liability for **loss** covered under Collision Coverage or Comprehensive Coverage is lesser of the:
1. actual cash value of the stolen or damaged **covered auto** at the time of the **loss**, reduced by the applicable deductible shown on the **declarations page**, and by its salvage value if **we** allow **you** or the **owner** to retain the salvage;
  2. amount necessary to replace the stolen or damaged **covered auto**, reduced by the applicable deductible shown on the **declarations page** and by its salvage value if **we** allow **you** or the **owner** to retain the salvage; or
  3. amount necessary to repair the **covered auto** to its pre-loss condition, reduced by the applicable deductible shown on the **declarations page**.
- B. Payments for **loss** covered under Collision Coverage or Comprehensive Coverage are subject to the following provisions:
1. **Our** payment shall not include the amount of the applicable deductible shown on the **declarations page**.
  2. If **loss** occurs to more than one **covered auto** in the same **accident**, a separate deductible shall apply to each **covered auto**.
  3. If **loss** to a **covered auto** is the result of more than one **accident** or **loss**, a separate deductible shall apply to each **accident** or **loss**.
  4. Any deductible that applies to a loss payee or lienholder shall not reduce any deductible that applies to **you**.
  5. A deduction for depreciation, betterment, wear and tear, or prior damage, will be made in determining **our** Limit of Liability for a **loss**. Except as otherwise expressly stated in this paragraph, **you** are responsible to pay for any betterment.
  6. In determining the amount necessary to repair damaged properly to its pre-loss condition, the amount to be paid by **us**:
    - a. shall not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment, as reasonably determined by **us**; and
    - b. will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
      - i. original manufacturer parts or equipment; or
      - ii. non-original manufacturer parts or equipment.
  7. The actual cash value is determined by the market value, age, and condition of the **covered auto** at the time the **loss** occurs as reasonably determined by **us** using data that **we** reasonably determine to be reliable.
  8. No one will be entitled to duplicate payments for any elements of damages under this policy or any other source.
  9. Any amount paid or payable for a **loss** under this Part D shall reduce, or be reduced by, any amount paid or payable for that **loss** under Part A – Liability Coverage of this policy.

#### **NO BENEFIT TO BAILEE**

Coverage under this Part D shall not directly or indirectly benefit any party handling, caring for, or acting as custodian or bailee of property for a fee or other compensation.

## PAYMENT OF LOSS

For any **loss** covered under this Part D, **we** shall, at **our** option:

- A. pay for the **loss** in money; or
- B. repair or replace the damaged or stolen property.

**We** may make payment for a **loss** to **you**, the **owner**, or the loss payee or lienholder of the **covered auto** as **we** see fit and as the interest of each appears to **us**. **We** may make payment for a partial **loss** covered under this Part D directly to the repair facility with **your** consent.

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **declarations page**, with payment for any damage resulting from the theft.

**We** may keep all or part of the property at the agreed or appraised value. If **we** allow **you** or the **owner** to keep salvage, **we** will reduce the amount to be paid by **us** for the **loss** by the value of the salvage. **We** have no duty to preserve salvage. There can be no abandonment to **us** of any **covered auto** or salvage.

## TRANSFER OF TITLE

If **we** make a payment due to theft of an **auto** under this Part D and **we** make a demand for title from the **owner** of that **auto**, the **owner** of that **auto** shall transfer that title to **us**.

## LIENHOLDER - LOSS PAYEE AGREEMENT

- A. **We** have no duty to make any payment to a loss payee or lienholder unless the **loss** is payable to **you** and all policy terms and conditions have been met.
- B. If payment is made to a loss payee or lienholder, payment may be made to **you** and the loss payee or lienholder, jointly or separately, at **our** discretion.
- C. Where fraud, misrepresentation, material omission, intentional damage, conversion, secretion and/or embezzlement of an **auto** has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under the terms of this policy, the loss payee's or lienholder's interest will not be protected.
- D. If this policy is cancelled, nonrenewed, or otherwise terminated, **we** will give notice to a loss payee or lienholder when required by law. Any such notice may be delivered electronically.
- E. **We** shall be subrogated to the loss payee's or lienholder's rights of recovery to the extent of **our** payment to the loss payee or lienholder.
- F. **You** agree to reimburse **us** for any payment made by **us** to a loss payee arising out of the operation, maintenance, or use of a **covered auto** by an excluded driver.

## OTHER INSURANCE

IF THERE IS OTHER APPLICABLE INSURANCE, **WE** WILL PAY ONLY **OUR** SHARE OF THE **LOSS**. **OUR** SHARE IS THE PROPORTION THAT **OUR** LIMIT OF LIABILITY UNDER THIS PART D BEARS TO THE TOTAL OF ALL APPLICABLE LIMITS OF LIABILITY.

## APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then either **we** or **you** may demand an appraisal of the **loss**. If this demand is made, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within 15 days, either **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by

one appraiser and the umpire, will be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and the umpire's expenses of the appraisal will be shared equally between **you** and **us**. Each party will pay any other expenses it incurs, including any costs incurred for legal counsel, witnesses, or experts. Neither party waives any rights under this policy by agreeing to an appraisal.

## **GENERAL PROVISIONS**

### **POLICY PERIOD**

This policy applies only to **accidents** and **losses** that occur during the policy period shown on the **declarations page**.

### **POLICY TERRITORY**

This policy applies only to **accidents** and **losses** that occur within any state, territory, or possession of the United States of America, or within any province or territory of Canada.

### **POLICY CHANGES**

- A. This policy, **your** insurance application (which is made a part of this policy), the **declarations page**, as amended, and endorsements to this policy issued by **us** contain all the agreements between **you** and **us**. Subject to the following, the policy terms may not be changed or waived except by endorsement issued by **us**.
- B. The premium for each **auto** is based upon information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, or take other appropriate action. To properly insure **your auto**, **you** must promptly notify **us** when:
1. **you** change **your** address;
  2. any **resident operators** or **regular operators** are added or deleted;
  3. **you** acquire an additional or replacement **auto**;
  4. **you** or a **relative** get married or divorced; or
  5. **you** or a **relative** obtain a driver's license or have a driver's license suspended or revoked.
- If a claim is made under the collision or comprehensive coverages of this policy, **we** may at our option deduct the premium adjustment from any settlement amount under these coverages.
- C. Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, **you** or a **relative** obtaining a driver's license or operator's permit, or changes in:
1. the number, type, or use classification of **covered autos**;
  2. operators **using covered autos**;
  3. an operator's marital status;
  4. the place of principal garaging of any **covered auto**;
  5. coverage, deductibles, or limits of liability; or
  6. rating territory or discount eligibility.

### **CONFORMITY WITH STATE LAW**

- A. Any provision of this policy that conflicts with a statute of the state shown in **our** records as **your** state of residence at the time **you** applied for this insurance shall be changed to conform to such law, and all remaining provisions shall remain unchanged.
- B. Any disputes as to the coverages provided under, or the provisions of, this policy shall be governed by the law of the state shown in **our** records as **your** state of residence at the time **you** applied for this insurance.



## TRANSFER

- A. This policy may not be transferred or assigned to another person without **our** written consent.
- B. If a named insured shown on the **declarations page** dies, this policy will provide coverage, subject to all of the duties, limitations and other terms of this policy, until the end of the policy period for:
  - 1. any surviving spouse if a resident in the same household as the named insured at the time of death; and
  - 2. the legal representative of the deceased named insured, but only with respect to the representative's legal duty to maintain or **use** the **covered auto**.

## FRAUD OR MISREPRESENTATION

- A. To determine **your** eligibility for coverage under this policy and to determine **your** premium, **we** relied upon the statements and representations **you** provided to **us**.
- B. **We** may void this policy for material misrepresentation or fraud in the application and/or endorsements, if:
  - 1. **you, your** representative, or anyone acting on **your** behalf, made false or incorrect statements, or concealed or omitted facts in connection with the application or any request for a change for this policy; and
  - 2. the misrepresentation, false statement, or omission was stated in the policy or endorsement or rider attached thereto or in the written application for the policy, endorsement, or rider.
- C. No such misrepresentation or false statement shall void this policy unless it was made with actual intent to deceive or materially affects either **our** acceptance of the risk or the hazard assumed by **us**.
- D. **We** have the right to void this policy from its inception, and may do so, if there is any failure to pay the initial premium down payment or any portion of that down payment.
- E. If **we** void this contract:
  - 1. there is no coverage for any **accident or loss**;
  - 2. any partial premium payment **we** have received from **you** will be returned; and
  - 3. **you** must repay **us** for any amounts **we** paid to, or on behalf of, any person insured under any part of this policy.
- F. If **you, your** assignee, or **your** representative disputes **our** right to rescind, and **we** prevail in such dispute, **you** must reimburse **us** for all of **our** lawyer fees, costs, and expenses.
- G. **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.

## PAYMENT OF PREMIUM

If **your** initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy may, at **our** option, be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

## CANCELLATION

- A. **You** may cancel this policy by returning it to **us** or by giving **us** written notice of the future effective date of cancellation.
- B. **We** may cancel this policy by mailing notice of cancellation to the named insured shown on the **declarations page** at his or her last known address appearing in **our** records. Notification shall also be sent to the named insured's broker, if known, or the agent of record, if known, and to the mortgagee or lienholder listed on the

policy. Notice to any broker, agent of record, mortgagee, or lienholder may be given electronically if such party opts to accept electronic notification.

- C. **We** will mail or deliver a notice of cancellation to the named insured at least:
  - 1. 10 days before the effective date of cancellation if due to nonpayment of premium, other than the initial premium; or
  - 2. 30 days before the effective date of cancellation if this policy is to be cancelled for any other reason.
- D. The effective date and time of cancellation stated in a notice is the end of the policy period.
- E. During the first 69 days of the first policy period, **we** may cancel the policy for any lawful reason.
- F. Once this policy has been in effect for 70 days, or if this is a renewal policy, **we** may cancel only for one or more of the following reasons:
  - 1. **Your** failure to discharge when due any of **your** obligations in connection with the payment of premiums on this policy, other than the initial premium, or any installment of such premium, whether the premium is payable directly to **us** or to **our** agent or indirectly under any premium finance plan or extension of credit.
  - 2. **Your** conviction of a crime arising out of acts that increase the hazard insured against.
  - 3. The discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim under the policy.
  - 4. An act, omission, or a violation of any condition of the policy that occurred after the first effective date of the current policy and substantially and materially increases the hazard insured against.
  - 5. A material change in the nature or extent of the risk insured against that occurs after the first effective date of the current policy and that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.
  - 6. A determination by the **Commissioner** that continuation of **our** present volume of premiums would jeopardize **our** solvency or be hazardous to the interests of **our** policyholders, **our** creditors, or the public.
  - 7. A determination by the **Commissioner** that the continuation of the policy would violate, or place **us** in violation of, any provisions of the Nevada Insurance Code.
  - 8. Any other reason permitted by law.
- G. With respect any cancellation of this policy, this policy is not severable or divisible. Any cancellation, whether by **you** or **us**, shall be effective for all persons and all vehicles no matter the reason for the cancellation.
- H. The renewal of this policy does not constitute a waiver or estoppel with respect to grounds for cancellation which existed before the effective date of such renewal.
- I. Nothing in this "Cancellation" provision shall waive **our** rights to void this policy to the extent allowed by law.

## CANCELLATION REFUND

- A. Upon cancellation, **you** may be entitled to a premium refund. **Our** making or offering of a refund is not, however, a condition of cancellation.
- B. If this policy is canceled, any refund due will be computed on a daily pro rata basis, subject to any fully-earned fees.

## NONRENEWAL

- A. If **we** decide not to renew or continue this policy, **we** will mail a notice of nonrenewal to the named insured shown on the **declarations page** at his or her last known address appearing in **our** records. Notification shall also be sent to the named insured's broker, if known, or the agent of record, if known, and to the mortgagee or lienholder listed on the policy. Notice to any broker, agent of record, mortgagee, or lienholder may be given electronically if such party opts to accept electronic notification.
- B. Except as otherwise provided in this Nonrenewal provision, notice will be mailed to the named insured at least 30 days before the end of the policy period. This does not apply if **we** have manifested **our** willingness to renew or in the case of nonpayment of premium.
- C. A notice of nonrenewal is not required if:
  - 1. **you** have accepted replacement coverage; or
  - 2. **you** have requested or agreed to nonrenewal.
- D. Nothing in this "Nonrenewal" provision shall waive **our** rights to void this policy to the extent allowed by law.

## PROOF OF NOTICE

Proof of mailing any cancellation notice, or nonrenewal notice, to the named insured at the address shown on the **declarations page** shall be sufficient proof of notice.

## AUTOMATIC TERMINATION

- A. Coverage for a **covered auto** shall terminate automatically when a person other than **you** becomes the **owner** of the **auto**.
- B. Coverage for a **covered auto** shall terminate automatically on the effective date of any other motor vehicle insurance policy covering that **auto**.
- C. If **we** offer to renew **your** policy, and **you** do not accept the offer by making payment when due, this policy will terminate automatically at the end of the policy period.

## LEGAL ACTION AGAINST US

- A. **We** may not be sued unless and until there has been full compliance with all terms of this policy.
- B. In any lawsuit against any person or party insured under this policy, **we** shall not be bound by any:
  - 1. stipulated judgment;
  - 2. confessed judgment;
  - 3. default judgment or adverse entry due to failure to appear, respond, or plead; or
  - 4. motion granted due to any failure to appear, respond or plead;unless **we** have consented in writing to the entry of that judgment, default, or granting of that motion.
- C. No legal action may be filed against **us** by anyone insured under this policy until **we** receive proof of **loss** and the claim representative assigned to the claim has received 30 days written notice, by certified U.S. mail, return receipt requested, of the intent to file suit and the details of the nature of the dispute.
- D. With respect to Part A – Liability Coverage of this policy, except to the extent required by law, no one other than an **Insured** under Part A shall have any interest in this policy prior to the entry of a verdict against the **Insured**. No one shall have any right to make **us** a party to a lawsuit to determine the liability of an **Insured** under Part A. No legal action may be brought against **us** for payment under Part A until:
  - 1. **we** agree in writing that the **Insured** under Part A has an obligation to pay damages; or
  - 2. the amount of the damages due under Part A has been decided by final judgment after trial.
- E. As to Part D – Physical Damage Coverage of this policy, no one may sue **us** due to a dispute over the amount of **loss** payable until after having complied with the Appraisal clause under Part D.
- F. **We** have no duty to preserve or retain salvage of any sort for any purpose including, but not limited to, as evidence for any type of court or other proceeding.
- G. **We** have no duty to file any appeal. **We** reserve the right, however, to file an appeal, at **our** expense, if any part of a judgment could fall within the scope of coverage provided under this policy. **We** must be given timely notice of any judgment to which this may apply. **We** will not be liable for more than the applicable limit of liability under this policy, plus the reasonable lawyer fees and expenses incurred with **our** consent, as a result of any appeal **we** file.

## OUR RECOVERY RIGHTS

- A. In the event of any payment under this policy, any person to whom payment was made to, or made on behalf of, must cooperate with **us**. Such person must take all actions necessary to protect **our** rights to recover and avoid doing anything to prejudice or harm such rights.
- B. If **we** make a payment under this policy, **we** shall be subrogated to all rights of recovery that the person or party to whom, or for whom, payment was made, may have against another person or party, other than the **owner** or operator of an **underinsured motor vehicle** who is liable for damages to the injured person or the party to whom **we** made payment.
- C. If any person to whom, or for whom, a payment is made under this policy recovers from a liable person or party, or their insurer, such person must hold the proceeds of that recovery in trust for **us** and reimburse **us** to the extent of **our** payment.

- D. If **we** seek to recover from a liable party, **you** authorize **us** to seek recovery of any deductible that may apply, unless the deductible has been otherwise recovered by **you**. **We** will notify **you** if **we** are unable to collect the deductible. **We** reserve the right to compromise or settle any deductible and property damage claims against the responsible parties for less than the full amount. For those sums, **you** agree to be bound by a settlement agreement entered into by **us** and the liable party or the outcome of any arbitration or appraisal. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible. Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses incurred due to the recovery including, but not limited to, attorney's fees, collection fees, and adjuster fees.
- E. If **we** make a payment to, or on behalf of, anyone insured under this policy which is not covered by this policy, but which is compelled by law, **you** must reimburse **us** to the full extent of that payment. **You** must also reimburse **us** for **our** claims adjustment expense.

#### **REDUCTION OF CERTAIN PREMIUMS FOR AIR BAG OR OTHER SAFETY DEVICE**

If **you** have purchased coverage under Part B - Medical Payments Coverage or Part C – Uninsured and Underinsured Motorist Coverage of this policy, **we** will reduce the premium for such coverage if the **covered auto**:

- A. is equipped with an air bag on the driver's side of the front seat or air bags on the driver's side and passenger's side of the front seat: and
- B. contains any other safety device, other than safety belts, which substantially enhances the safety of occupants of motor vehicles.

#### **NAMED DRIVER EXCLUSION**

If **you** have asked **us** to exclude any named person from coverage under this policy, then **we** will not provide coverage under Part A – Liability Coverage of this policy for any claim arising from an **accident** involving a motorized vehicle being operated by that excluded person, to the extent to which that person's liability exceeds the statutory minimum amount of liability coverage required by Nevada law. Further, no coverage shall be provided under Part B – Medical Payments Coverage, Part C – Uninsured and Underinsured Motorist Coverage, or Part D – Physical Damage Coverage of this policy for any claim arising from an **accident** or **loss** involving a motorized vehicle being operated by the excluded person.

#### **OPERATOR'S POLICY**

If this policy is issued by **us** as an Operator's Policy, this policy applies only to the permissive **use** by the **named insured** of an **auto** that is:

- A. not **owned** by, or registered to, **you**, a **relative**, or any person who resides in **your** household; and
- B. not furnished or made available for the regular **use** of **you**, any **relative**, or any resident of **your household**.

For purposes of this Operator's Policy provision, the term "**named insured**" means the person shown as the named insured on the **declarations page**.

The following policy changes shall also apply:

- A. The general policy definitions of **you** and **your** are revised to mean only the **named insured**.
- B. No party or person other than the **named insured** is insured under this policy.
- C. The definition of **Insured** is revised in all parts of the policy to mean and cover only the **named insured**. No party or person other than the **named insured** has any insurance under this policy.
- D. No coverage applies under this policy for **use** of any vehicle other than the **use** of an **auto** that is not:
1. **owned** by, or registered to, **you**, a **relative**, or any person who resides in **your** household;

- 2. furnished or made available for the regular **use** of **you**, a **relative**, or any person who resides in **your** household; or
- 3. used for **business** purposes.
- E. No coverage applies under the policy for anyone other than the **named insured**.
- F. The "Other Insurance" clause in each part of this policy is deleted and provides in its place that any insurance **we** provide shall be excess over any other applicable insurance, self-insurance, or bond providing the same or similar insurance or benefits.
- G. No coverage applies under Part D – Physical Damage Coverage of this policy.
- H. The "Out-of-State Coverage" provision under Part A – Liability Coverage of this policy does not apply. The coverage provided by this policy may not meet the requirements of the financial responsibility laws of other states, unless such extended coverage is expressly included in this policy.
- I. In addition to the coverage above, coverage under Part A – Liability Coverage of this policy applies, subject to all of the terms and conditions of Part A and this policy, for liability incurred by the **named insured** while a vehicle **owned** by the **named insured** is not being operated by any person.

### EXECUTION OF POLICY

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

A handwritten signature in black ink, appearing to be the initials 'D.M.' followed by a long horizontal stroke.

Secretary

A handwritten signature in black ink, appearing to be the name 'Paul' followed by a stylized signature and a long horizontal stroke.