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TEXAS PERSONAL AUTOMOBILE POLICY

A FRAUDULENT INSURANCE ACT IS AN ACT THAT IS A VIOLATION OF A PENAL LAW AND IS COMMITTED OR ATTEMPTED WHILE ENGAGING IN THE BUSINESS OF INSURANCE, COMMITTED OR ATTEMPTED AS PART OF OR IN SUPPORT OF AN INSURANCE TRANSACTION, OR PART OF AN ATTEMPT TO DEFRAUD AN INSURER.

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TEXAS MOTOR VEHICLE POLICY

If **you** pay **your** premium on time, **we** will provide the insurance described in this policy, subject to all of its terms, conditions and exclusions, and up to the Limits of Liability described herein and shown on the **declarations page**.

YOUR DUTIES IN CASE OF AN ACCIDENT OR LOSS

Report an **accident** or **loss** arising out of the ownership, maintenance or use of a vehicle, for which coverage under this policy may apply, to **us** within twenty-four (24) hours or as soon as practicable by calling 1-800-SAFE-AUTO (1-800-723-3288) or 1-614-231-0200.

You or an insured person must report each accident or loss even if an insured person is not at fault for coverage under this policy to apply.

The following accident information should be reported as soon as it is obtained:

1. time;
2. place;
3. circumstances of the **accident** or **loss** (for example, how the accident happened and weather conditions);
4. names and addresses of all persons involved;
5. names and addresses of any witnesses; and
6. the license plate numbers of the **vehicles** involved.

You or an insured person should also notify the police within twenty-four (24) hours or as soon as practicable if:

1. a hit-and-run **vehicle** is involved;
2. **you** cannot identify the **owner** or operator of a **vehicle** involved in the **accident**; or
3. theft or vandalism has occurred.

OTHER DUTIES

A person claiming coverage under this policy must:

1. cooperate with **us** in any matter concerning a claim or lawsuit;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, and answer all reasonable questions **we** may ask, when and as often as **we** may reasonably require;
4. promptly send **us** any and all legal papers relating to any claim or lawsuit;
5. attend hearings and trials as **we** require;
6. take reasonable steps after a **loss** to protect the **covered vehicle** from further **loss**. **We** will pay reasonable expenses incurred in providing that protection. If **you** fail to do so, any further damages will not be covered under this policy;

7. allow **us** to inspect and appraise the damage to a **covered vehicle** or **non-owned vehicle** before its repair or disposal;
8. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
9. authorize **us** to obtain medical and other records reasonably related to the **accident** or **loss**.

OUR DUTIES IN THE EVENT OF A CLAIM

1. Within fifteen (15) days after **we** receive **your** written notice of claim, **we** must:
 - a. acknowledge receipt of the claim. If **our** acknowledgement of the claim is not in writing, **we** will keep a record of the date, method and content of **our** acknowledgement.
 - b. begin any investigation of the claim.
 - c. specify the information **you** must provide. **We** may request more information, if during the investigation of the claim such additional information is necessary.
2. After **we** receive the information **we** request, **we** must notify **you** in writing whether the claim will be paid or has been denied or whether more information is needed:
 - a. within fifteen (15) **business days**; or
 - b. within thirty (30) days if **we** have reason to believe the **loss** resulted from arson.
3. If **we** do not approve payment of **your** claim or require more time for processing **your** claim, **we** must:
 - a. give the reasons for denying **your** claim; or
 - b. give the reasons **we** require more time to process **your** claim. But **we** must either approve or deny **your** claim within forty-five (45) days after **our** requesting more time.
4. In the event of a weather related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim handling deadlines as stated above are extended for an additional fifteen (15) days.
5. **Loss payment**
 - a. If **we** notify **you** that **we** will pay **your** claim, or part of **your** claim, **we** must pay within five (5) **business days** after **we** notify **you**.
 - b. If payment of **your** claim or part of **your** claim requires the performance of an act by **you**, **we** must pay within five (5) **business days** after the date **you** perform the act.
6. Notice of settlement of liability claim
 - a. **We** will notify **you** in writing of any other initial offer to compromise or settle a claim against **you** under the liability section of this policy. **We**

will give **you** notice within ten (10) days after the date the offer is made.

- b. **We** will notify **you** in writing of any settlement of a claim against **you** under the liability section of this policy. **We** will give **you** notice within thirty (30) days after the date of the settlement.

DEFINITIONS

Except as otherwise defined in this policy, terms appearing in boldface will have the following meaning:

"Accident" means a sudden, unexpected, and unintended occurrence.

"Bodily injury" means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.

"Business day" means a day other than a Saturday, Sunday or a holiday recognized by the State of Texas.

"Business use" means **your** use of a **covered vehicle** to convey **you**:

1. from one location to another;
2. during and in the course and scope of **your** employment; and
3. at the direction of **your** employer.

Business use includes only **your** use of a **covered vehicle**:

1. for consumer oriented sales, service or direct home sales;
2. to visit multiple locations without the transportation of clients or patients;
3. for rare business-related errands; or
4. to transport tools or other materials used in a trade or business if:
 - a. no more than three (3) job sites are visited per day; or
 - b. there is no hauling of explosives, chemicals, or flammable materials.

Business use does not include **your** use of a **covered vehicle** for the following activities:

1. the pickup or delivery of goods. This includes, but is not limited to, delivery of magazines, newspapers, food, or any other products;
2. the transport of persons or property for a fee. This includes limousine, taxi, or livery services;
3. the transport of people. This includes, but is not limited to, nursery school children, medical patients, clients, migrant workers, or hotel/motel guests during and in the course of **your** employment;
4. snow removal; or
5. any other commercial purpose not expressly set forth in the definition of **business use**.

This policy is intended to cover the following activities

regardless of whether **you** purchase **business use** coverage:

1. shared-expense car pools; or
2. commuting to and from **your** place of employment.

"Covered vehicle" means:

1. any **vehicle** shown on the **declarations page**, unless **you** have asked **us** to delete that **vehicle** from the policy;
2. any additional **vehicle** on the date **you** become the **owner** if:
 - a. **you** acquire the **vehicle** during the policy period shown on the **declarations page**;
 - b. **we** insure all **vehicles owned** by **you**; and
 - c. no other insurance policy provides coverage for that vehicle.

Part V – Physical Damage Coverage does not apply to any additional **vehicle** **you** acquire unless specifically requested by the Named Insured prior to a **loss** involving such **vehicle**. **We** will provide coverage, other than coverage under Part V – Physical Damage Coverage, for a period of thirty (30) days after **you** become the **owner**. **We** will not provide coverage after this thirty (30) day period, unless within this period **you** ask **us** to insure the **vehicle**;

3. any replacement **vehicle** on the date **you** become the **owner** if:
 - a. **you** acquire the **vehicle** during the policy period shown on the **declarations page**;
 - b. the **vehicle** that **you** acquire replaces one shown on the **declarations page**;
 - c. no other insurance policy provides coverage for that **vehicle**; and
 - d. **you** ask **us** to insure this replacement **vehicle** within thirty (30) days after **you** become the **owner**.

If the **vehicle** that **you** acquire replaces one shown on the **declarations page**, it will have the same coverage as the **vehicle** it replaces. **You** must ask **us** to insure a replacement **vehicle** within thirty (30) days after **you** become the **owner**. If the **vehicle** replaced did not have coverage under Part V – Physical Damage Coverage, **you** may add coverage for the replacement **vehicle**. However, if **you** add coverage under Part V – Physical Damage Coverage, it will not become effective until after **you** ask **us** to add the coverage; and

4. any **temporary substitute motor vehicle**.

"Custom parts or equipment" means equipment, devices, accessories, enhancements, and changes, other than



those which are original manufacturer installed, which:

1. are permanently installed or attached; and
2. alter the appearance or performance of a **vehicle**.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in a **covered vehicle** using bolts or brackets, including slide-out brackets.

"Declarations page" means the document identified by **us** as the **declarations page** listing:

1. the policy period;
2. the types of coverage **you** have selected;
3. the limit for each coverage;
4. the cost for each coverage;
5. the specified **vehicles** covered by this policy;
6. the types of coverage for each such **vehicle**; and
7. other information applicable to this policy.

"Loss" means sudden, direct, and accidental loss or damage.

"Non-owned vehicle" means any **vehicle** that is not **owned** by **you**, a **relative**, the Named Insured's non-resident spouse, or any person listed on the **declarations page** as an additional driver.

"Occupying" means in, upon, getting in, on, out of or off.

"Owned" means the person:

1. holds legal title to the **vehicle**;
2. has legal possession of the **vehicle** that is subject to a written security agreement with an original term of six (6) months or more; or
3. has legal possession of the **vehicle** that is leased to that person under a written agreement for a continuous period of six (6) months or more.

"Owner" means any person who, with respect to a **vehicle**:

1. holds legal title to the **vehicle**;
2. has legal possession of the **vehicle** that is subject to a written security agreement with an original term of six (6) months or more; or
3. has legal possession of the **vehicle** that is leased to that person under a written agreement for a continuous period of six (6) months or more.

"Property damage" means physical damage to or destruction of, or loss of use of, tangible property.

"Relative" means a person residing in the same household as **you**, and related to **you** by blood, marriage, or adoption, including a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will be considered residents

if they intend to continue to reside in **your** household.

"Temporary substitute motor vehicle" means any **vehicle** rented from a car rental agency or garage and used with the permission of the **owner** while the **covered vehicle** is being repaired as a result of a covered **loss**.

"Trailer" means a non-self-propelled, wheeled, mobile unit designed to be towed on public roads by a **vehicle**. It includes a farm wagon or farm implement while being towed by a **vehicle**. It does not include a mobile home, or a trailer that:

1. is used for any **business use**;
2. is used as a primary residence;
3. is used as a premises for office, store, or display purposes; or
4. is used as a passenger conveyance.

"Vehicle" means a self-propelled land motor vehicle:

1. which is a private passenger auto, pickup truck, or van;
2. designed for operation principally upon public roads;
3. with no more nor less than four (4) wheels; and
4. with a gross vehicle weight of 10,000 pounds or less.

However, **vehicle** does not include any kit car, rental van, step-van, parcel delivery van, cargo cutaway van, or other van with a cab separate from the cargo area.

"We", **"us"**, and **"our"** mean Safe Auto Insurance Company.

"You" and **"your"** mean:

1. the person shown as the Named Insured on the **declarations page**; and
2. the spouse of a Named Insured if:
 - a. residing in the same household; or
 - b. not residing in the same household during a period of separation in contemplation of divorce.

PART I – LIABILITY TO OTHERS

INSURING AGREEMENT

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability, if **you** pay the premium for liability coverage, **we** will pay damages, other than punitive or exemplary damages, for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an **accident** arising out of the:

1. ownership, maintenance, or use of a **vehicle**; or
2. use of any **trailer** while attached to a:
 - a. **covered vehicle**; or
 - b. **temporary substitute motor vehicle** or non-

owned vehicle operated by an **insured person**.

Damages include prejudgment interest awarded against an **insured person**. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** Limit of Liability for this coverage has been paid.

ADDITIONAL DEFINITIONS

When used in this Part I, “**insured person**” or “**insured persons**” means:

1. **you**, a **relative**, or any person listed on the **declarations page** as an additional driver, with respect to an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle**;
2. any person with respect to an **accident** arising out of that person’s use of a **covered vehicle** with the express or implied permission of **you** or a **relative**; and
3. **you**, a **relative**, or any other person listed on the **declarations page** as an additional driver, with respect to an **accident** arising out of the maintenance or use of a **non-owned vehicle** with the express or implied permission of the **owner** of the **vehicle**;

provided that such person described above has a valid driver license.

ADDITIONAL PAYMENTS

In addition to **our** Limit of Liability, **we** will pay for an **insured person**:

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment is entered in any suit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** Limit of Liability for this coverage. This does not apply if **we** have not been given notice of the suit or the opportunity to defend an **insured person**;
3. 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** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle** or **non-owned vehicle** with the express or implied permission of the **owner** of the vehicle. **We** have no duty to apply for or furnish this bond;
5. reasonable expenses, including loss of earnings up to \$50 a day, incurred at **our** request.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

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

1. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **vehicle** or **trailer** while it is:
 - a. being used to carry persons for compensation or a fee including, but not limited to nursery school children, medical patients, clients, migrant workers, or hotel/motel guests. This exclusion does not apply to shared-expense car pools;
 - b. being used to carry property for compensation or a fee including, but not limited to snow removal, or any kind of wholesale or retail delivery such as pizza, magazine, flowers, newspaper, mail or other business types of delivery;
 - c. rented or leased to another;
 - d. being used in the course of any business or employment, unless **you** have paid a specific premium for **business use** coverage;
 - e. being used as a residence or premises;
 - f. being used to pull a mobile home or **trailer** which is used as an office, store, display, or recreational vehicle;
 - g. being used for the transportation of any explosive substance, flammable liquid, or similarly hazardous material;
 - h. being operated by a person who is listed as an excluded driver on the **declarations page**;
 - i. being operated by a resident of **your** household, other than a **relative**, or by a regular user of the **vehicle** unless that person is listed as an additional driver on the **declarations page**;
 - j. being used without a reasonable belief that the person is entitled to do so;
2. any liability assumed by an **insured person** under any bailment or agreement;
3. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers’ compensation, disability benefits, or similar laws;
4. **bodily injury** or **property damage** arising out of an **accident** involving a **vehicle** or **trailer** while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing **vehicles**. However, this exclusion does not



apply to **you**, a **relative**, any person listed on the **declarations page** as an additional driver, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;

5. **bodily injury** or **property damage** resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
6. **bodily injury** or **property damage** caused by an intentional act of the **insured person** or at the direction of the **insured person**;
7. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household. However, this exclusion does not apply to a rented residence or a rented garage damaged by a **covered vehicle**;
8. **bodily injury** to **you**, a **relative**, or any person listed on the **declarations page** as an additional driver, except to the extent of the minimum limits of Liability Coverage required by the Texas Transportation Code Chapter 601, entitled "Motor Vehicle Safety-Responsibility Act";
9. **bodily injury** or **property damage** resulting from the operation or use of a **vehicle**, other than a **covered vehicle owned** by or leased to **you**, a **relative**, a person who resides with **you**, or any person listed on the **declarations page** as an additional driver or available for **your**, a resident's, or an **insured person's** regular use;
10. **bodily injury** or **property damage** resulting from an **insured person's** operation or use of a **vehicle** that is not listed on the **declarations page** that is available for the **insured person's** regular use;
11. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **vehicle** or **trailer** while it is:
 - a. being used to flee or elude law enforcement;
 - b. being used in any illicit trade or transportation;
 - c. used in the commission of any felony, including theft of **your covered vehicle**;
 - d. seized by federal or state law enforcement officers as evidence in a case against an **insured person** under the Texas Controlled Substances Act (Chapter 481, Health and Safety Code) or the federal Controlled Substances Act, 21 U.S.C. Chapter 13, Section 801 et seq; or
12. **bodily injury** or **property damage**:
 - a. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
 - b. sustained by anyone protected at the time of the **accident** by an atomic or nuclear energy liability insurance contract. The reason for this is that by

law such policies protect all persons involved in the **accident**, regardless of fault;

- c. for which the United States Government is liable under the Federal Tort Claims Act;
- d. arising out of the use of farm machinery; or
- e. which occurs while a **covered vehicle** is towing another vehicle.

LIMITS OF LIABILITY

The Limit of Liability shown on the **declarations page** is the most **we** will pay regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;
4. lawsuits brought;
5. **vehicles** involved in the **accident**;
6. premiums paid;
7. claimants; or
8. policies.

Your declarations page shows a split limit:

1. the amount shown for "each person" is the most **we** will pay for all **damages** due to a **bodily injury** to one person; and
2. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all **damages** due to **bodily injury** sustained by two or more persons in any one **accident**; and
3. the amount shown for **property damage** is the most **we** will pay for the total of all **property damage** for which **you** become legally liable as a result of any one **accident**.

The "each person" Limit of Liability includes the total of all claims made for **bodily injury** to a person and all claims of others derived from such **bodily injury**, including but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

No one will be entitled to duplicate payments for the same elements of damages.

Any payment to a person under this Part I shall be reduced by any payment to that person under Part II – Personal Injury Protection Coverage, Part III - Excess Medical Expense Coverage or Part IV – Uninsured/Underinsured Motorist Coverage for the same element of damages.

A **vehicle** and attached **trailer** are considered one **vehicle**. Therefore, the Limits of Liability will not be increased for an **accident** involving a **vehicle** which has an attached **trailer**.

OTHER INSURANCE

If there is other applicable liability insurance or bond, **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 applicable limits. Any insurance **we** provide for a **vehicle**, other than a **covered vehicle**, will be excess over any other collectible insurance, self-insurance, or bond.

FINANCIAL RESPONSIBILITY LAWS

If **we** certify the coverage provided under this Part I as proof of financial responsibility, **you** must reimburse **us** if **we** make a payment that **we** would not have made otherwise.

OUT-OF-STATE COVERAGE

If an **accident** to which this Part I applies occurs in any state, territory, or possession of the United States of America or any province or territory of Canada, in which **we** are licensed to write the type of insurance provided by this policy, other than the one in which a **covered vehicle** is principally garaged, and the state, province, territory or possession has:

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

PART II – PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

Subject to the terms, conditions and exclusions of this policy, and the Limits of Liability, if **you** pay the premium for Personal Injury Protection Coverage, **we** will pay Personal Injury Protection Benefits because of **bodily injury**:

1. resulting from a motor **vehicle accident**; and
2. sustained by an **insured person**.

Our payment will only be for **losses** or expenses incurred within three (3) years of the **accident**.

Personal Injury Protection Benefits consist of:

1. Reasonable expenses incurred for necessary medical and funeral services.
2. Eighty percent (80%) of an **insured person's** loss of income from employment. This benefit applies only

if, at the time of the **accident**, the **insured person**:

- a. was an income producer; and
- b. was in an occupational status.

Loss of income from employment benefits do not apply to any **loss** after the **insured person** dies.

Loss of income is the difference between:

- a. income which would have been earned had the **insured person** not been injured; and
- b. the amount of income actually received from employment during the disability.

If the income being earned as of the date of the **accident** is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the **accident** shall be used.

3. Reasonable expenses incurred for obtaining essential services. These services must replace those an **insured person** would normally have performed:
 - a. without pay;
 - b. during the period of disability; and
 - c. for the care and maintenance of the family or household.

Essential service benefits apply only if, at the time of the **accident**, the **insured person**:

- a. was not an income producer; and
- b. was not in an occupational status.

Essential service benefits do not apply to any **loss** after the **insured person** dies.

ADDITIONAL DEFINITIONS

When used in this Part II:

1. "**Insured person**" and "**insured persons**" mean:
 - a. **You**, a **relative**, or any person listed on the **declarations page** as an additional driver;
 - i. while **occupying**; or
 - ii. when struck by;
a motor **vehicle** designed for use mainly on public roads or a **trailer**; and
 - b. any other person while **occupying a covered vehicle** with **your** permission.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART II.

We do not provide Personal Injury Protection Coverage for a person for



bodily injury sustained:

1. in an **accident** caused intentionally by, or at the direction of, that person;
2. by that person while in the commission of a felony;
3. by that person while attempting to elude arrest by a law enforcement official;
4. while **occupying**, or when struck by, any motor vehicle, other than **your covered vehicle**, which is **owned** by you; or
5. by a **relative** or any person listed on the **declarations page** as an additional driver while **occupying**, or when struck by, any motor vehicle, other than **your covered vehicle**, which is **owned** by a **relative** or any person listed on the **declarations page** as an additional driver.

LIMITS OF LIABILITY

The Limit of Liability shown in the **declarations page** for this coverage is the most **we** will pay for each person injured in any one **accident**. This is the most **we** will pay regardless of the number of:

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

Any amounts payable to an **insured person** under this Part II will be reduced by any amount paid or payable for the same expense under Part I – Liability to Others or Part IV – Uninsured/Underinsured Motorist Coverage.

OTHER INSURANCE

If there is other applicable Personal Injury Protection Coverage, **we** will pay only **our** share. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits. Any insurance **we** provide for an **insured person occupying a vehicle**, other than a **covered vehicle**, will be excess over any other collectible Personal Injury Protection Coverage.

LOSS PAYMENTS

Benefits are payable under this Part II – Personal Injury Protection Coverage as follows:

1. not more frequently than once every two (2) weeks; and
2. within thirty (30) days after satisfactory proof of claim is received.

ASSIGNMENT OF BENEFITS

Payments for medical expenses will be paid directly to a physician or other health care provider if **we** receive a written assignment signed by the **insured person** to

whom such benefits are payable.

PART III – EXCESS MEDICAL EXPENSE COVERAGE INSURING AGREEMENT

Subject to the terms, conditions and exclusions of this policy, and the Limits of Liability, if **you** pay the premium for Excess Medical Expense Coverage, **we** will pay the **usual and customary charge** for reasonable and necessary expenses incurred within one (1) year from the date of an **accident**, for medical and funeral services because of **bodily injury**:

1. sustained by an **insured person**;
2. caused by **accident**; and
3. arising out of the ownership, maintenance, or use of a **vehicle**.

Any dispute as to the **usual and customary charge** will be resolved between **us** and the service provider.

ADDITIONAL DEFINITIONS

When used in this Part III:

“**Insured person**” and “**insured persons**” mean:

1. **you** while **occupying** any **vehicle**, other than a **vehicle owned** by **you** which is not a **covered vehicle**;
2. a **relative** while **occupying** a **covered vehicle** or **non-owned vehicle**;
3. a person listed on the **declarations page** as an additional driver while **occupying** a **covered vehicle** or **non-owned vehicle**;
4. **you**, a **relative**, or a person listed on the **declarations page** as an additional driver, when struck by a motor vehicle of any type, while not **occupying** a motor vehicle; and
5. any other person while **occupying** a **covered vehicle**.

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

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART III.

Coverage under this Part III does not apply to **bodily injury**:

1. sustained while **occupying** a **vehicle** while being used to carry persons or property for compensation or a fee, including but not limited to delivery of magazines, newspapers, food, or any other products. This exclusion does not apply to shared expense car pools;

2. if workers' compensation benefits are available for the **bodily injury**;
3. sustained by any person while **occupying** a **covered vehicle** without the express or implied permission of **you** or a **relative**;
4. sustained by **you**, a **relative**, or a person listed on the **declarations page** as an additional driver, while **occupying** a **non-owned vehicle** without the express or implied permission of the **owner**;
5. caused intentionally by the **insured person** or at the **insured person's** direction;
6. sustained while **occupying** any **vehicle** or **trailer** while being used as a residence or premises;
7. arising out of an **accident** involving a **vehicle** or **trailer** while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing **vehicles**. However, this exclusion does not apply to **you**, a **relative**, any person listed on the **declarations page** as an additional driver, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;
8. resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
9. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
10. to anyone protected at the time of the **accident** by an atomic or nuclear energy liability insurance contract. The reason for this is that by law such policies protect all persons involved in the **accident**, regardless of fault;
11. for which the United States Government is liable under the Federal Tort Claims Act;
12. arising out of the ownership, maintenance or use of a **vehicle** or **trailer** while it is:
 - a. being used to flee or elude law enforcement;
 - b. being used in any illicit trade or transportation;
 - c. used in the commission of any felony, including theft of **your covered vehicle**;
 - d. seized by federal or state law enforcement officers as evidence in a case against an **insured person** under the Texas Controlled Substances Act (Chapter 481, Health and Safety Code) or the federal Controlled Substances Act, 21 U.S.C. Chapter 13, Section 801 et seq; or
13. sustained in the course of any business or employment, unless **you** have paid a specific premium for **business use** coverage.

LIMIT OF LIABILITY

The Excess Medical Expense Limit of Liability shown on the **declarations page** is the most **we** will pay for each **accident** to cover injuries to one or more **insured persons** injured in any one (1) **accident**, regardless of the number of:

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

Any amounts payable to an **insured person** under this Part III will be reduced by any amounts paid or payable under Part I – Liability to Others, Part II – Personal Injury Protection Coverage or Part IV – Uninsured/Underinsured Motorist Coverage.

OTHER INSURANCE

If there is other applicable **vehicle** medical payments insurance, **we** will pay only **our** share of the medical and funeral expenses. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits. Any insurance **we** provide for an **insured person occupying a vehicle**, other than a **covered vehicle**, will be excess over any other collectible insurance providing payments for medical or funeral expenses.

ASSIGNMENT OF BENEFITS

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

PART IV – UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT – UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

Subject to the terms, conditions and exclusions of this policy, and the Limits of Liability, if **you** pay the premium for Uninsured/Underinsured Motorist Bodily Injury Coverage, **we** will pay damages, other than punitive or exemplary damages, which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury**:

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



INSURING AGREEMENT – UNINSURED/UNDER-INSURED MOTORIST PROPERTY DAMAGE COVERAGE

Subject to the terms, conditions and exclusions of this policy, and the Limits of Liability, if **you** pay the premium for Uninsured/Underinsured Motorist Property Damage Coverage, **we** will pay for damages, other than punitive or exemplary damages, which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **property damage** to a **covered vehicle**:

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

If **we** and **you** do not agree as to whether a **vehicle** is actually uninsured or underinsured, the burden of proof as to that issue shall be on **us**.

ADDITIONAL DEFINITIONS

When used in this Part IV:

“**Insured person**” and “**insured persons**” mean:

1. **you** or a **relative**;
2. a person listed on the **declarations page** as an additional driver;
3. any person **occupying** a **covered vehicle**; or
4. any person who is entitled to recover damages covered by this Part IV because of **bodily injury** sustained by a person described in 1, 2 or 3 above.

“**Property damage**” means physical damage to or destruction or loss of use of a **covered vehicle** listed on the **declarations page** as a **vehicle** for which Uninsured/Underinsured Motorist Property Damage Coverage is provided.

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

1. to which no **bodily injury** liability bond or policy applies at the time of the **accident**;
2. to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent;
3. to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but its limit of liability for **bodily injury** is less than the minimum limit of liability for **bodily injury** specified by the financial responsibility law of the state in which a **covered vehicle** is principally garaged;
4. that is a hit-and-run vehicle whose operator or **owner** cannot be identified and which strikes:
 - a. **you**, a **relative** or any other person listed on the **declarations page** as an additional driver;

- b. a **vehicle** that **you**, a **relative** or any other person listed on the **declarations page** as an additional driver are **occupying**; or

- c. a **covered vehicle**;

provided that the **insured person**, or someone on his or her behalf, reports the **accident** to the police or civil authority within twenty-four (24) hours or as soon as practicable after the **accident**. **We** will not pay for **property damage** unless there is actual physical contact between a hit-and-run **vehicle** and the **covered vehicle**;

5. which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the **accident**, but its limit of liability either:
 - a. is not enough to pay the full amount the **insured person** is legally entitled to recover as damages; or
 - b. has been reduced by payment of claims to an amount which is not enough to pay the full amount the **insured person** is legally entitled to recover as damages.

An “**uninsured motor vehicle**” does not include any motorized vehicle or equipment:

1. **owned** by **you**, a **relative**, or any other person listed on the **declarations page** as an additional driver;
2. **owned** or operated by a self-insurer under any applicable vehicle law, except a self-insurer that is or becomes insolvent;
3. **owned** by any governmental unit or agency;
4. operated on rails or crawler treads;
5. designed mainly for use off public roads, while not on public roads;
6. while being used as a residence or premises;
7. shown on the **declarations page** of this policy; or
8. not required to be registered as a motor vehicle.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART IV.

1. Coverage under this Part IV does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **vehicle** or **trailer** while it is:
 - a. being used to carry persons for compensation or a fee including, but not limited to nursery school children, medical patients, clients, migrant workers, or hotel/motel guests. This exclusion does not apply to shared-expense car pools;
 - b. being used to carry property for compensation or a fee including, but not limited to snow removal, or any kind of wholesale or retail delivery such as pizza, magazine, flowers, newspaper, mail or

- other business types of delivery;
 - c. rented or leased to another;
 - d. being used in the course of any business or employment, unless **you** have paid a specific premium for **business use** coverage;
 - e. being used for the transportation of any explosive substance, flammable liquid, or similarly hazardous material;
 - f. being operated by a resident of **your** household, other than a **relative**, or by a regular user of the **vehicle** unless that person is listed as an additional driver on the **declarations page**;
 - g. being used without a reasonable belief that the person is entitled to do so;
2. Coverage under this Part IV will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
- a. workers' compensation law; or
 - b. disability benefits law.
3. Coverage under this Part IV is not provided for **bodily injury** or **property damage**:
- a. sustained while a **covered vehicle** is being used or driven by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering or testing vehicles.
- However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;
- b. resulting from any prearranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
 - c. due to a nuclear reaction or radiation;
 - d. for which insurance is afforded under a nuclear energy liability insurance contract.
4. Coverage under this Part IV is not provided for any person for **bodily injury** or **property damage** resulting from the intentional acts of that person or done at the direction of that person.
5. Coverage under this Part IV is not provided for any person for **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **vehicle** or **trailer** while it is:
- a. being used to flee or elude law enforcement;
 - b. being used in any illicit trade or transportation;
 - c. used in the commission of any felony, including theft of **your covered vehicle**;
6. Coverage under this Part IV is not provided for any person for **bodily injury** or **property damage**:

- a. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
 - b. to anyone protected at the time of the **accident** by an atomic or nuclear energy liability insurance contract. The reason for this is that by law such policies protect all persons involved in the **accident**, regardless of fault;
 - c. for which the United States Government is liable under the Federal Tort Claims Act; or
 - d. which occurs while a **covered vehicle** is towing another vehicle;
7. There is no coverage under this Part IV for the first \$250 of **property damage** of an **insured person** as the result of any one **accident**.

LIMITS OF LIABILITY

The Limit of Liability shown on the **declarations page** for the coverages shown under this Part IV is the most **we** will pay regardless of the number of:

- 1. claims made;
- 2. **covered vehicles**;
- 3. **insured persons**;
- 4. lawsuits brought;
- 5. **vehicles** involved in the **accident**;
- 6. premiums paid;
- 7. claimants; or
- 8. policies.

Your declarations page shows a split limit. This means:

- 1. the amount shown for "each person" is the most **we** will pay for all damages due to a **bodily injury** to one person;
- 2. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **accident**; and
- 3. the amount shown for "property damage" is the most **we** will pay for the total of all **property damage** caused by any one **accident**.

The **bodily injury** Limit of Liability under this Part IV for "each person" includes the total of all claims made for such **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

The amount of damages that an **insured person** is legally entitled to recover under this Part IV shall not include any sums:



1. paid because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under Part I – Liability to Others;
2. paid or payable under Part II – Personal Injury Protection Coverage or Part III – Excess Medical Expense Coverage; and
3. paid or payable because of **bodily injury** under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law.

Any payment made to a person under this Part III shall reduce any amount that the person is entitled to recover under Part I – Liability to Others.

No one will be entitled to duplicate payments for the same elements of damages.

Any judgment or settlement for damages against an operator or **owner** of an **uninsured motor vehicle** which arises out of a lawsuit brought without **our** written consent is not binding on **us**.

OTHER INSURANCE

Coverage under this Part IV may not be stacked with other uninsured motorist or underinsured motorist coverage. If there is other uninsured motorist or underinsured motorist coverage, the maximum an **insured person** may recover under all applicable uninsured or underinsured motorist coverages is the highest applicable Limit of Liability for one **motor vehicle** under one of the available policies, even though separate premiums may have been paid for each policy. Any and all stacking, including but not limited to interfamily stacking and intrafamily stacking, of uninsured motorist or underinsured motorist coverage is precluded.

If there is other applicable uninsured or underinsured motorist coverage, **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. Any insurance **we** provide with respect to a **vehicle you** do not own shall be excess over any other valid and collectible insurance.

For any **property damage** to which the coverage under Part V – Physical Damage Coverage of this policy (or similar coverage from another policy) and this coverage both apply, **you** may choose the coverage from which damages will be paid. **You** may recover under both coverages, but only if:

1. neither one by itself is sufficient to cover the **loss**;
2. **you** pay the higher deductible amount (but **you** do not have to pay both deductibles); and
3. **you** will not recover more than the actual damages.

We will not pay for any damages which would duplicate any payment made for damages under other insurance.

PART V – PHYSICAL DAMAGE COVERAGE

INSURING AGREEMENT- COLLISION COVERAGE

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability, if **you** pay the premium for Collision Coverage, **we** will pay for collision **loss** to a **covered vehicle** for which Collision Coverage has been purchased when it overturns or is in a collision with another object, subject to the Limits of Liability.

INSURING AGREEMENT – COMPREHENSIVE COVERAGE

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability, if **you** pay a premium for Comprehensive Coverage, **we** will pay for comprehensive **loss** to a **covered vehicle** for which Comprehensive Coverage has been purchased.

A comprehensive **loss** is a **loss** to a **covered vehicle** caused by any event other than collision, including, but not limited to, any of the following:

1. contact with an animal;
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, water, hail, or flood.

If **you** pay a premium for Comprehensive Coverage under this policy, **we** will pay **you** up to \$10 per day, but not more than a total of \$300 per **loss** for transportation expenses incurred by **you** if a **covered vehicle** is stolen.

Transportation expenses coverage begins forty-eight (48) hours after **you** report the theft to **us**, and ends the earlier of when the **covered vehicle** has been:

1. recovered and returned to **you** or its **owner**; or
2. recovered, repaired or replaced.

However, if the **covered vehicle** is deemed by **us** to be a **total loss** or unrecoverable, transportation expenses coverage ends forty-eight (48) hours after **we** make an offer to pay the applicable Limit of Liability under this Part V.

You must provide **us** written proof of **your** transportation expenses and damages.

If **we** can pay the **loss** under either Comprehensive or Collision Coverage, **we** will pay under the coverage where **you** collect the most.

ADDITIONAL DEFINITIONS

When used in this Part V:

“**Total Loss**” means:

1. the theft of the **covered vehicle** if the **covered vehicle** is not recovered within thirty (30) days; or

2. any other **loss** to the **covered vehicle** that is payable under this Part V if the cost to repair the damage to the **covered vehicle** (including parts and labor), when combined with the salvage value, exceeds the actual cash value of the **covered vehicle** at the time of the **loss**.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART V.

Coverage under this Part V does not apply for **loss**:

1. to a **covered vehicle**:
 - a. being used to carry persons for compensation or a fee including, but not limited to nursery school children, medical patients, clients, migrant workers, or hotel/motel guests. This exclusion does not apply to shared-expense car pools;
 - b. being used to carry property for compensation or a fee including, but not limited to snow removal, or any kind of wholesale or retail delivery such as pizza, magazine, flowers, newspaper, mail or other business types of delivery;
 - c. while rented or leased to another;
 - d. being used in the course of any business or employment, unless **you** have paid a specific premium for **business use** coverage;
 - e. being used as a residence or premises;
 - f. being used to pull a mobile home or **trailer** which is used as an office, store, display, or recreational vehicle;
 - g. being used for the transportation of any explosive substance, flammable liquid, or similarly hazardous material;
 - h. being operated by a person who is listed as an excluded driver on the **declarations page**;
 - i. being operated by a resident of **your** household, other than a **relative**, or by a regular user of the **vehicle** unless that person is listed as an additional driver on the **declarations page**;
 - j. resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
 - k. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
 - l. which is protected at the time of the **accident** by an atomic or nuclear energy liability insurance contract. The reason for this is that by law such policies protect all persons involved in the **accident**, regardless of fault;
 - m. for which the United States Government is liable under the Federal Tort Claims Act;
 - n. which occurs while a **covered vehicle** is towing another vehicle;
 - o. being used without the **owner's** permission, or outside the scope of that permission, or by any person who does not have a reasonable belief of being entitled to do so. This does not apply to theft of a **covered vehicle**;
2. to a **covered vehicle**, while being used or driven by a person while employed or engaged in the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing **vehicles**. However, this exclusion does not apply to **you**, a **relative**, any person listed on the **declarations page** as an additional driver, or their agent or employee, when using a **covered vehicle**;
 3. arising out of the ownership, maintenance or use of a **vehicle** while it is:
 - a. being used to flee or elude law enforcement official(s);
 - b. being used in any illicit trade or transportation;
 - c. used in the commission of any felony; or
 - d. seized by federal or state law enforcement officers as evidence in a case against an **insured person** under the Texas Controlled Substances Act (Chapter 481, Health and Safety Code) or the federal Controlled Substances Act, 21 U.S.C. Chapter 13, Section 801 et seq;
 4. to a **covered vehicle**, caused by an intentional act of **you**, a **relative**, or any person listed on the **declarations page** as an additional driver, or at the direction of **you**, a **relative**, or any person listed on the **declarations page** as an additional driver. This exclusion does not apply to the insurable interest of an innocent spouse or an innocent **insured person**;
 5. to a **covered vehicle**, that is due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure;
 - d. road damage to tires; or
 - e. manufacturer's defects.

This exclusion does not apply if the damage results from the theft of a **covered vehicle**;
 6. due to theft or conversion of a **covered vehicle**:
 - a. by **you**, a **relative**, any person listed on the **declarations page** as an additional driver, or any resident of **your** household;
 - b. prior to its delivery to **you**, a **relative**, or any person listed on the **declarations page** as an additional driver; or



- c. while in the care, custody, or control of anyone engaged in the **business** of selling the **vehicle**;
- 7. to wearing apparel or personal effects;
- 8. to any device used for the detection or location of radar, laser, or other speed measuring equipment or its transmissions;
- 9. to any of the optional equipment whether or not factory installed by the original auto manufacturer:
 - a. car telephone equipment;
 - b. televisions or their accessories or antennas;
 - c. home high fidelity equipment;
 - d. two-way radios;
 - e. scanning monitor receivers; or
 - f. awnings, cabanas, or equipment designed to provide additional living facilities;
- 10. while the **covered vehicle** is subject to any bailment, lease, conditional sale, mortgage, or other encumbrance not specifically declared and described on this policy;
- 11. to **custom parts or equipment**;
- 12. to a **covered vehicle**, for diminution of value; or
- 13. caused directly or indirectly by mold, mildew or fungus, including any type or form of:
 - a. decomposing or disintegrating organic material or microorganism;
 - b. organic surface growth on moist, damp, or decaying matter;
 - c. yeast or spore-bearing plant-like organism; or
 - d. spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus, if such **loss** is caused by any other **loss** covered under this Part V.

LIMIT OF LIABILITY

The Limit of Liability for **loss** to a **covered vehicle** is the lowest of:

1. the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by the applicable deductible shown on the **declarations page**, and by its salvage value if **you** or the **owner** retain the salvage;
2. the amount necessary to replace the stolen or damaged property, reduced by the applicable deductible shown on the **declarations page**, and by its salvage value if **you** or the **owner** retain the salvage;
3. the amount necessary to repair the damaged property to its pre-**loss** condition, reduced by the

applicable deductible shown on the **declarations page**; or

4. the amount stated on the **declarations page** of this policy.

Payments for **loss** covered under Collision Coverage and Comprehensive Coverage are subject to the following provisions:

1. no more than one (1) deductible shall be applied to any one (1) covered **loss**;
2. the actual cash value will be determined by the market value, age and condition at the time the **loss** occurs;
3. an adjustment for depreciation and physical condition will be made in determining the Limit of Liability at the time of **loss**;
4. in determining the amount necessary to repair damaged property to its pre-**loss** condition, **our** estimate will be based on:
 - a. the prevailing competitive labor rates charged in the area where the property is to be repaired, as reasonably determined by **us**; and
 - b. the cost of repair or replacement parts and equipment which may be new, refurbished, restored, or used, including, but not limited to:
 - i. original manufacturer parts and equipment; and
 - ii. non-original manufacturer parts or equipment;
5. duplicate recovery for identical elements of damages is not permitted under this policy.

If more than one (1) **vehicle** is shown on the **declarations page**, coverage will be provided as specified on the **declarations page** as to each **vehicle**.

Any payment to a person under this Part V shall be reduced by any amount paid for **property damage** under Part IV – Uninsured/Underinsured Motorist Coverage of this policy.

INSURING AGREEMENT - RENTAL REIMBURSEMENT

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability, if **you** pay the premium for Rental Reimbursement Coverage, **we** will reimburse rental charges incurred when **you** rent a **temporary substitute motor vehicle** due to a **loss** to a **covered vehicle** that is payable under Comprehensive Coverage or Collision Coverage under this Part V. However, this coverage:

1. does not apply to the theft of a **covered vehicle**; and
2. applies only to **loss** to a **covered vehicle** for which this coverage has been purchased.

Our Limit of Liability is the amount and the number of days shown on the **declarations page**.

Rental charges will be reimbursed beginning:

1. when the **covered vehicle** cannot be driven due to a **loss**; or
2. if the **covered vehicle** can be driven, when **you** deliver the **covered vehicle** to a vehicle repair shop for repairs due to the **loss**;

and ending the earlier of when the **covered vehicle** has been:

1. returned to **you**; or
2. repaired or replaced.

However, if the **covered vehicle** is deemed by **us** to be a **total loss**, subject to the applicable Limit of Liability, rental charges will be reimbursed until forty-eight (48) hours after **we** make an offer to pay the applicable Limit of Liability under this Part V.

You must provide **us** with written proof of **your** rental charges.

Duplicate recovery for identical elements of damages is not permitted under this policy.

PAYMENT OF LOSS

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. **We** may settle any **loss** either with **you** or the **owner** or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under this Part V shall not directly or indirectly benefit any carrier or other bailee for hire.

LOSS PAYEE AGREEMENT

Payment for a **loss** to a **covered vehicle** will be made according to **your** interest and the interest of any Loss Payee or lienholder shown on the **declarations page** or designated by **you**.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you**, a **relative**, or a person listed on the **declarations page** as an additional driver, or where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected.

We will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

APPRAISAL

If **we** cannot agree with **you** on the amount of **loss**, then **we** or **you** may demand an appraisal of the **loss**. If the demand for an appraisal is made, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of the **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers.

The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will be binding. **You** shall pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally by **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

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 bears to the total of all applicable limits.

For any **property damage** to which the coverage under Part IV – Uninsured/Underinsured Motorist Coverage of this policy (or similar coverage from another policy) and this coverage both apply, **you** may choose the coverage from which damages will be paid. **You** may recover under both coverages, but only if:

1. neither one by itself is sufficient to cover the **loss**;
2. **you** pay the higher deductible amount (but **you** do not have to pay both deductibles); and
3. **you** will not recover more than the actual damages.

PART VI – TOWING AND LABOR

INSURING AGREEMENT

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability shown on the **declarations page**, if **you** pay the premium for Towing and Labor Coverage, **we** will pay the costs incurred by **you** for towing and labor due to the **disablement** of a **covered disabled vehicle**. Coverage under this Part VI applies subject to the following:

1. **you** are limited to six (6) occurrences per six (6) month policy period;
2. labor on a **covered disabled vehicle** must be performed at the place of **disablement**; and
3. the location of the **disablement** of a **covered disabled vehicle** cannot be **your** residence.

ADDITIONAL DEFINITIONS

When used in this Part VI:

1. "**Covered disabled vehicle**" means a disabled **covered vehicle** for which Towing and Labor Coverage has been purchased.
2. "**Disablement**" means the disablement of a **covered disabled vehicle** due to:
 - a. mechanical or electrical break-down;
 - b. battery failure;
 - c. lack of fuel, oil, or water;
 - d. flat tire;



- e. lock-out; or
- f. entrapment within 100 feet of a public road or highway.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART VI.

Coverage under this Part VI does not apply to:

1. the cost of purchasing parts, fluid, lubricants, fuel or replacement keys;
2. installation of products or materials not related to the **disablement**;
3. labor not related to the **disablement**;
4. labor on a **covered disabled vehicle** for any time period in excess of sixty (60) minutes per disablement;
5. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
6. towing from a service station, garage, or repair shop;
7. labor or repair work performed at a service station, garage, or repair shop;
8. vehicle storage charges;
9. a second service call or tow for a single disablement;
10. **disablement** that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction;
11. mounting or removing of snow tires or chains; or
12. **disablement** that results from the intentional or willful act or actions by **you**, a **relative**, or the operator of a **disabled covered vehicle**.

**PART VII – ACCIDENTAL DEATH BENEFIT
INSURING AGREEMENT**

Subject to the terms, conditions, and exclusions of this policy, and Limit of Liability, if **you** pay the premium for the Accidental Death Benefit, **we** will pay the benefit limit in the event of the **accidental death** of an **insured person**. The Accidental Death Benefit is payable only after **we** are furnished with:

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

ADDITIONAL DEFINITIONS

When used in this Part VII:

"Accidental death" means the death of an **insured**

person that:

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

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

1. **you**; or
2. any other person shown on the **declarations page** as an additional driver;

provided that such person described above has a valid driver license.

EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, BENEFITS WILL NOT BE AFFORDED UNDER THIS PART VII.

Coverage under this Part VII does not apply to an **accident** that:

1. occurs while a **covered vehicle** is being used to carry persons or property for compensation or a fee. This exclusion does not apply to an **accident** arising from the use of a **covered vehicle** in a shared expense car pool;
2. occurs while a **covered vehicle** is being used for snow removal, or any kind of wholesale or retail delivery, including but not limited to pizza, magazine, flowers, newspaper, mail or other business types of delivery;
3. occurs while a **covered vehicle** is being used in a commercial capacity;
4. occurs while a **covered vehicle** is being used during the course of an **insured person's** employment to transport people, including but not limited to nursery school children, medical patients, clients, hotel guests, and the like;
5. occurs while a **covered vehicle** is being used to transport explosives, flammable liquid, or similarly hazardous material;
6. occurs while a **covered vehicle** is being towed, or towing another vehicle;
7. arises out of the ownership maintenance or use of any **vehicle**, other than a **covered vehicle**, which is **owned** by **you**, a resident, or an **insured person**, furnished to or available for **your**, a resident's, or an **insured person's** regular use;
8. occurs while an **insured person** is **occupying** a **covered vehicle** while being used as a residence or premises;
9. is caused intentionally by an **insured person** or at an **insured person's** direction;
10. occurs while an **insured person** is engaged or involved in any illicit trade or transportation;

11. occurs while an **insured person** is fleeing or eluding law enforcement officials;
12. occurs while an **insured person** is engaged in the commission of a crime;
13. results from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
14. is caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
15. occurs while an **insured person** is **occupying** a **covered vehicle** while being used off of public or private roads for race, sport, rally or other recreational purposes; or
16. occurs while an **insured person** is not wearing a factory installed seat belt and lap or shoulder restraint, as verified by the investigating law enforcement officer.

LIMIT OF LIABILITY

The Accidental Death Benefit Limit of Liability shown on the **declarations page** is the most **we** will pay for the **accidental death** of each **insured person** regardless of the number of:

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

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

PAYMENT OF BENEFITS

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

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

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

Liability shown on the **declarations page**.

OTHER INSURANCE

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

GENERAL PROVISIONS

BUSINESS USE COVERAGE

If **you** pay the additional premium for coverage for **business use**, **we** will pay for **loss** that arises from **your business use** of a **covered vehicle** subject to the coverages shown on the **declarations page**, and the terms, conditions and exclusions described throughout this policy, and applicable Limits of Liability.

POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and **losses** during the policy period shown on the **declarations page** and which occur within any state, territory or possession of the United States of America, or any province of Canada, or while a **covered vehicle** is being transported between their ports.

POLICY CHANGES

This policy, **your** insurance application (which is made a part of this policy as if attached hereto), 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, its terms may not be changed or waived except by an endorsement issued by **us**. Only the Named Insured may request any changes that require the execution of a state-mandated form in order to effectuate a change in the policy or coverages. All other changes in the policy may be requested by:

1. the Named Insured; or
2. the Named Insured's resident spouse, but only if the resident spouse is listed as an additional driver on the **declarations page**.

Any change that increases **our** liability must have **our** prior approval.

The premium for each **vehicle** is based on 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 vehicle**, **you** must promptly notify **us** when:

1. an insured person changes their address;
2. any resident operators are added or deleted;



3. an insured person acquires an additional or replacement **vehicle**; or
4. an insured person's marital relationship is terminated.

Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, changes in:

1. the number, type, or use classification of **covered vehicles**;
2. operators using **covered vehicles** or changes in their marital status;
3. **you** or a **relative** obtaining a driver license or operator's permit;
4. the place of principal garaging of any **covered vehicle**;
5. coverage, deductibles, or limits of liability; or
6. rating territory or discount eligibility.

TWO OR MORE POLICIES ISSUED BY US

If any part of this policy, or any other policies issued by **us**, or any company affiliated with **us**, insure **you** or an insured person as a Named Insured or an additional insured, and apply to the same accident, the aggregate limit of liability under all such policies shall not exceed the highest applicable limit of liability under any one policy.

TERMS OF POLICY CONFORM TO STATUTES

If any provision of this policy fails to conform with the legal requirements of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform to such legal requirements. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

TRANSFER

This policy cannot be transferred to another person or organization without **our** written consent. If a Named Insured dies, this policy will provide coverage until the end of the policy period for the legal representative of the Named Insured, while acting as such, and for persons covered under this policy on the date of the Named Insured's death; provided that the premium has been paid.

NUMBER OF OWNED VEHICLES LISTED

Four (4) is the maximum number of **covered vehicles** that may be listed on **your** policy.

TWO OR MORE VEHICLE POLICIES

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

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. This includes information about:

1. the license status and driving history of **you**, **relatives**, any other person listed on the **declarations** page as an additional driver, and all persons residing in **your** household;
2. **your** marital status;
3. the **vehicles** to be insured; or
4. the principal garaging address and **your** residence.

We may void this policy if **you** or an insured person have:

1. made incorrect statements or representations to **us** regarding any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

at the time application was made, including but not limited to the information listed above. **We** may void this policy due to fraud or misrepresentation even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages which would otherwise be covered. If **we** void this policy, it will be void from its inception – which is as if the policy never existed.

We may void this policy if **you** or any other insured person submits a fraudulent claim. No coverage will be provided to **you** or any other person who engages in fraudulent conduct in connection with an **accident** or claim. If **we** void this policy or deny coverage due to fraudulent conduct, **you** must reimburse **us** if **we** make a payment.

CANCELLATION

You may cancel this policy by calling or writing **us**, and stating the future date and time that **you** wish the cancellation to be effective. **We** may cancel this policy by mailing a notice of cancellation to the Named Insured shown on the **declarations page** at the last known address appearing in **our** records. Notice of cancellation will be mailed at least ten (10) days before the effective date of cancellation. **We** may not cancel this policy based solely on the fact that **you** are an elected official.

We may cancel this policy for any reason within the first sixty (60) days of the initial policy period.

After this policy has been in effect for more than sixty (60) days, **we** may cancel only for one (1) or more of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. misrepresentation by **you** of any material fact in the submission of a claim; or
3. **loss** of driving privileges through suspension,

revocation, or expiration of **your** operator's license or that of a principal operator of a **covered vehicle**, provided, however, **we** will not cancel if **you** complete a Named Driver Exclusion Endorsement for the principal operator whose license has been suspended or revoked.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **vehicles**.

If this policy is cancelled, coverage will not be provided as of the effective date and time shown in the notice of cancellation. Such notice of cancellation may be included with your periodic billing invoice.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund, but, **our** making or offering of a refund is not a condition of cancellation. If this policy is cancelled, any refund due will be computed on a daily pro-rata basis. If this policy is cancelled at **your** request, a \$25 cancellation charge will be applied to **your** policy.

NONRENEWAL

If **we** decide not to renew or continue this policy, **we** will mail notice of nonrenewal to the Named Insured shown on the **declarations page** at the last known address appearing in **our** records. Notice will be mailed at least thirty (30) days before the end of the policy period. **We** will not refuse to renew solely because of the age of an insured person. **We** may also not refuse to renew based solely on the fact that **you** are an elected official.

Once a non-renewal notice has been mailed to **you**, an obligation still exists with **you** to make any outstanding premium installment payments when due, for the remainder of the policy period.

Failure to pay any such payments when due may result in an earlier cancellation of **your** policy for nonpayment of premium following at least ten (10) days written notice by **us**. No late payments will be accepted and coverage will not be extended to the non-renewal date.

If the policy period is other than one (1) year, **we** will only have the right to refuse to renew at each anniversary of the original effective date.

PROOF OF NOTICE

Proof of mailing any notice will be sufficient proof of notice.

AUTOMATIC TERMINATION

Coverage for a **covered vehicle** shall automatically terminate:

1. when a person other than **you** or a **relative** becomes the **owner** of the **vehicle**;
2. on the effective date of any other motor vehicle insurance policy covering that **vehicle**;
3. if **you** fail to accept an offer of renewal of this insurance, this coverage will automatically terminate at the end of the current policy period.

COVERAGE CHANGES

If **we** make a change which broadens any coverage **you** have under this edition of **your** policy, **you** will receive the broadened coverage without any additional charge. The broadened coverage applies on the date the coverage change is implemented in **your** state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by endorsement issued by **us**.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against **us** by **you**, a **relative**, or any other insured person must be commenced following an **accident**, or an alleged breach of **our** obligations under this policy, within the time period set forth as the **bodily injury** statute of limitations in the laws of the state listed in **our** records as **your** principal address.

We may not be sued for payment under Part I – Liability to Others until the obligation of an insured person to pay is finally determined either by final judgment against that person or by written agreement of the insured person, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an insured person.

Any lawsuit seeking recovery under Part IV, Uninsured/Underinsured Motorist Coverage, must be filed within four (4) years from the date of the **accident**.

If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHTS TO RECOVER PAYMENT

In the event of any payment under this policy, **we** are entitled to all the rights of recovery that the insured person to whom payment was made has against another. That insured person must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after an **accident** or **loss** to prejudice **our** rights.

However, **we** may not assert rights of recovery:

1. against any person who was using a **covered vehicle** with **your** express or implied permission for any payment made under Part V – Physical Damage Coverage; or
2. for any payment made under Part II – Personal Injury Protection Coverage.

When an insured person has been paid by **us** under this policy and also recovers from another person, entity, or organization, the amount recovered shall be held by the insured person in trust for **us** and be reimbursed to **us** to the extent of **our** payment. However, **we** may not claim the amount recovered from an



insurer of any underinsured motor **vehicle**.

If recovery is made by an insured person under this policy from a responsible party or that party's insurer without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

BANKRUPTCY

The bankruptcy or insolvency of an insured person will not relieve **us** of any obligation under this policy.

POLLUTION EXCLUSION

It is agreed that this insurance does not provide coverage for **you** or others for **bodily injury, property damage**, or financial loss, including the decrease of property value arising out of or resulting from the intentional or unintentional, actual, alleged, or threatened discharge, release, dispersal, seepage or escape of pollutants into or upon land, the atmosphere or any water course, body of water or underground water of any kind or any environmental damage or pollution. Pollutants means any solid, liquid, gaseous, or thermal substance, irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed, known or unknown to contain pollutants or result in environmental damage.

It is agreed that this insurance does not provide coverage for any **loss**, cost, liability, or expense of any kind, including attorney's fees and costs and/or expense of litigation, arising out of any judicial, administrative or governmental order, direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or environmental damage.

NAMED DRIVER EXCLUSION

If **you** have asked **us** to exclude any person from coverage under this policy, then **we** will not provide coverage for any claim arising from an **accident** or **loss** involving a **vehicle** being operated by that excluded person. THIS INCLUDES ANY CLAIM FOR DAMAGES MADE AGAINST **YOU**, A **RELATIVE**, OR ANY OTHER PERSON OR ORGANIZATION THAT IS VICARIOUSLY LIABLE FOR AN **ACCIDENT** ARISING OUT OF THE OPERATION OF A **VEHICLE** BY THE EXCLUDED DRIVER.

NAMED OPERATOR - NON-OWNED VEHICLE COVERAGE

If **you** elect Named Operator – Non-Owned Vehicle Coverage, **you** agree with **us** that the policy is amended as follows:

1. GENERAL DEFINITIONS

- a. The general policy definition of "**you**" and "**your**" is deleted and replaced by the following:

"**You**" and "**your**" mean the person shown as the Named Insured on the **declarations page**.

- b. The general policy definition of "**covered vehicle**" is deleted and no coverage is provided with respect to a **covered vehicle** under this policy.
- c. The general policy definition of "**non-owned vehicle**" is deleted and replaced by the following:
 - i. "**Non-owned vehicle**" means any **vehicle** that is not owned by **you** if this policy is certified as proof of financial responsibility.
 - ii. "**Non-owned vehicle**" means any **vehicle** that is not **owned** by **you**, a **relative**, or **your** spouse if this policy is not certified as proof of financial responsibility.

2. PART I – LIABILITY TO OTHERS

ADDITIONAL DEFINITION: When used in Part I, the definition of "**insured person**" and "**insured persons**" is deleted and replaced by the following:

"**Insured person**" and "**insured persons**" mean:

- a. **you**, when operating or using a **vehicle**, other than a **vehicle owned** by **you** or a **relative**, with the express or implied permission of the **owner**; and
- b. any person or organization with respect only to vicarious liability for an **accident** arising out of the use of a **non-owned vehicle** by **you** with the express or implied permission of the **owner**.

provided that such person described above has a valid driver license.

3. PART II – PERSONAL INJURY PROTECTION COVERAGE

ADDITIONAL DEFINITION: When used in Part II, the definition of "**insured person**" and "**insured persons**" is deleted and replaced by the following:

"**Insured person**" and "**insured persons**" mean **you** or a **relative**:

- a. while **occupying** any **vehicle**, other than a **vehicle owned** by **you**; or
- b. when struck by a **vehicle** or **trailer** while not **occupying** a **vehicle**.

4. PART III – EXCESS MEDICAL EXPENSE COVERAGE

ADDITIONAL DEFINITIONS: When used in Part III, the definition of "**insured person**" and "**insured persons**" is deleted and replaced by the following:

"**Insured person**" and "**insured persons**" mean **you**:

- a. while **occupying** any **vehicle**, other than a **vehicle owned** by **you**; or
- b. when struck by a motor vehicle or **trailer** while not **occupying** a motor vehicle.

5. **PART IV – UNINSURED/UNDERINSURED MOTORIST COVERAGE**

ADDITIONAL DEFINITIONS: When used in Part IV, the Additional Definition of “**insured person**” and “**insured persons**” is deleted and replaced by the following:

“**Insured person**” and “**insured persons**” mean:

- a. **you**;
- b. any person **occupying** a **vehicle** operated by **you**, and
- c. any person who is entitled to recover damages covered by Part IV because of **bodily injury** to **you**.

The Additional Definition of **property damage** is deleted and replaced by the following:

“**Property damage**” means injury to, destruction of or loss of use of any property **owned** by an **insured person** while contained in a **vehicle**, operated by **you**.

6. **PART VII – ACCIDENTAL DEATH BENEFIT**


ADDITIONAL DEFINITIONS: When used in Part VII, the definition of “**insured person**” and “**insured persons**” is deleted and replaced by the following:

“**Insured person**” and “**insured persons**” mean **you**, provided that **you** have a valid driver license;

“**Covered vehicle**” means “**non-owned vehicle**.”

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

In witness whereof, **we** have caused this policy to be executed and attested by **our** President and Secretary.



Jon P. Diamond
President



Mark D. LeMaster
Secretary





Safe Auto Insurance Company

Corporate Office:

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