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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 PERSONAL AUTOMOBILE POLICY

If **you** pay the required premium when it is due, and perform **your** other obligations under this policy, **we** will provide the insurance described in this policy. Any coverage provided is subject to the terms, exclusions, conditions, deductibles and Limits of Liability described in this policy and shown in the **declarations page**.

PART A – DEFINITIONS

Except as otherwise defined in this policy, terms appearing in bold type have the meanings set forth below. These definitions apply equally to the plurals of the defined terms.

1. **Accident** means a sudden, unexpected and unintended event, including continuous or repeated exposure to the same general conditions or conduct, occurring while this policy is in force.
2. **Acquire** means to obtain **ownership** of an **auto**.
3. **Additional vehicle** means a motor vehicle that **you** or **your spouse acquire** during the **policy period**, which is either:
 - a. A private passenger automobile; or
 - b. a pickup, utility vehicle, or van with a gross vehicle weight of 25,000 pounds or less that is not used for the delivery or transportation of goods, materials or supplies, other than samples, unless:
 - i. the delivery of the goods, materials, or supplies is not the primary use for which the vehicle is employed; or
 - ii. the vehicle is used for farming or ranching.
 - c. Coverage for an **additional vehicle** will automatically begin on the date **you** or **your spouse acquire** the **additional vehicle**, and will automatically terminate on the 31st day thereafter, at 12:01 A.M. local time at the garaging address set forth on the **declarations page**, unless **you** or **your spouse** specifically request that **we** provide coverage for the **additional vehicle** under this policy. Unless otherwise requested, that coverage will include the broadest coverages applicable to any **listed auto** at the time coverage is requested.
4. **Authorized driver** means an individual designated by name as an Additional Driver on the **declarations page**.
5. **Auto** means a self-propelled private passenger automobile, pickup truck or passenger van with precisely two (2) axles and no more than six (6) wheels. An **auto** must have a gross auto weight

of 12,000 pounds or less, and be designed for operation principally on public roads. **Auto** does not include any kit car, recreational vehicle (RV) or farm equipment. **Auto** also does not include any automobile, pickup truck or van with a detachable driver compartment.

6. **Bodily injury** means bodily harm, sickness or disease, including death resulting from that bodily harm, sickness or disease.
7. **Business** means any trade, profession, occupation or other activity involving the provision of goods or services for compensation or consideration in any form. This includes, but is not limited to, the transport of persons or property for compensation or consideration, or in the course and scope of any employment. **Business** also includes any activity undertaken while operating any motor vehicle while logged in as a driver to the technology system or application associated with a **Transportation Network Company** or while engaged in the actual transport of a rider in connection with a **Transportation Network Company**, whether or not logged into the technology system or application. **Business** does not include:
 - a. Participation in a shared expense car pool. Transportation provided in connection with a **Transportation Network Company** does not qualify as a shared expense car pool.
 - b. Commuting directly from **your** primary residence to a place of employment.
8. **Business day** means any day other than a Saturday, Sunday or a holiday recognized by the State of Texas.
9. **Covered auto** means any of the following:
 - a. A **listed auto**.
 - b. An **additional vehicle**, as of the date **you** or **your spouse acquire it**.
 - c. A **replacement vehicle**, as of the date **you** or **your spouse acquire it**.
 - d. A **temporary substitute auto**.
10. **Custom equipment** means any modification, part, equipment, accessory or component, which is permanently installed, attached or affixed to an **auto** and alters the appearance, performance or functionality of the **auto**. This includes, but is not limited to, any equipment or device designed to transmit, receive or process audio, visual or data transmissions, or to play recorded media. This additionally includes modified or altered chassis or suspension systems. For purposes of this definition, equipment attached with brackets that slide out or are otherwise removable is considered permanently attached. **Custom equipment** does not include parts, equipment, accessories or components installed by the manufacturer at the time the **auto** was originally manufactured.

11. **Damages** means a monetary amount to which an individual becomes legally entitled as compensation for **bodily injury** or **property damage** to which this policy applies. **Damages** includes any award of pre-judgment interest. **Damages** does not include:
 - a. Punitive or exemplary **damages**, or any other monetary award intended as punishment or deterrence.
 - b. Civil, criminal or administrative fines, sanctions, levies, restitution orders or assessments.
12. **Declarations page** means the document **we** designate as such, and provide to **you** as part of the policy.
13. **Driving privileges** means valid and currently effective legal authorization to operate an **auto**. **Driving Privileges** consists of one or more of the following:
 - a. A driver's license.
 - b. A learner's permit or similar authorization, permitting operation of an **auto** by an individual without a valid driver's license, under certain terms and conditions, accompanied by a licensed driver, among other conditions.
 - c. A judicial or administrative order permitting operation of an **auto** under certain terms and conditions.
14. **Listed auto** means an **auto** listed on the **declarations page**, but only until **you** request that **we** delete the **auto** from this policy.
15. **Named Insured** means the person designated as such on the **declarations page**.
16. **Non-owned auto** means any **auto** not **owned** by **you**, **your spouse**, a **resident** or an **authorized driver**, being used with the express or implied permission of the **owner** of such **auto**. **Non-owned auto** does not include an **auto** rented to **you**, **your spouse**, a **resident** or an **authorized driver**, whether by a car rental company or otherwise.
17. **Occupying** means being within, upon or in the process of entering or exiting.
18. **Ownership** with respect to an **auto**, means any of the following:
 - a. Holding legal title to the **auto**.
 - b. Having legal possession of the **auto**, subject to a written security agreement with an original term of six (6) months or longer.

- c. Having legal possession of the **auto** under a written lease agreement providing for a continuous lease term of six (6) months or longer.
- d. Having legal possession of the **auto** under a written or verbal conditional or installment sales agreement.

For purposes of this policy, **ownership** includes “own” and “owned”

- 19. **Owner** means a person who has **ownership** of an **auto**
- 20. **Policy period** means the shorter of (a) the stated period of coverage on the **declarations page** or (b) the period of time that the policy is actually in force.
- 21. **Property damage** means physical damage to or destruction of tangible property, including loss of use of such property.
- 22. **Replacement vehicle** means a motor vehicle that **you** or **your spouse acquire** during the **policy period**, which is either:
 - a. A private passenger automobile; or
 - b. a pickup, utility vehicle, or van with a gross vehicle weight of 25,000 pounds or less that is not used for the delivery or transportation of goods, materials or supplies, other than samples, unless:
 - i. the delivery of the goods, materials, or supplies is not the primary use for which the vehicle is employed; or
 - ii. the vehicle is used for farming or ranching.

A **replacement vehicle** will have the same coverages as the **auto** it replaces, effective when **you** or **your spouse** acquire the **replacement vehicle**. If **you** wish to either a) add coverage under Part F – Physical Damage Coverage for the **replacement vehicle**, or b) continue such coverage that was in effect for the **auto** the **replacement vehicle** replaces, **you** must contact **us** and request such addition or continuation. Absent a request for continuation of coverage, any existing coverage under Part F-Physical Damage Coverage will terminate as to the **replacement vehicle** on the 31st day after **you** or **your spouse** acquire the **replacement vehicle**, at 12:01 A.M. local time at the garaging address set forth on the **declarations page**.

23. **Resident** means a person with **driving privileges** who resides in **your** household, including any unmarried, dependent child temporarily away from home, but who intends to continue to reside in **your** household. For purposes of this definition, “child” also includes any adopted child, step-child, foster child or ward.
24. **Temporary substitute auto** means any **auto** rented from a car rental agency or car repair facility for use as a substitute for a **listed auto, additional vehicle or replacement vehicle** while such **auto** is being repaired as the result of a loss covered under this policy.
25. **Trailer** means a wheeled mobile unit, without any means of self-propulsion. A **trailer** must be designed to be towed by an **auto** on public roads. **Trailer** does not include a mobile home, motor home or recreational vehicle (RV).
26. **Transportation Network Company** means a corporation, partnership, sole proprietorship, limited liability company or other entity that utilizes an online-enabled application, software, website, system or digital network to match riders seeking transportation with drivers willing to provide transportation utilizing their personal vehicles, in exchange for some form of compensation, whether paid directly to the driver or the Transportation Network Company. This includes, but is not limited to, all entities subject to regulation under Texas Insurance Code Sections 1954.001 through 1954.155.
27. **We, us** and **our** mean Safe Auto Insurance Company.
28. **You** and **your** mean the **Named Insured**.
29. **Your spouse** means a person legally married to **you** under the laws of any state or nation. **We** may require a valid marriage license, certificate or other similar document issued by the appropriate governmental agency of such state or nation as proof of marriage. An individual is considered **your spouse** from the effective date of marriage to the effective date of divorce, dissolution, annulment or other event finally terminating the marriage. Separation is not a termination of marriage.

PART B – LIABILITY TO OTHERS

Section 1 – Insuring Agreement

The following coverage is subject to all of the provisions of this Part B – Liability to Others, Part I – General Conditions and Part A -- Definitions.

If **you** pay the premium for the liability coverage afforded under this Part B, **we** will pay **damages** for which an **insured person** becomes legally responsible as the result of an **accident** arising from either of the following:

- a. The **ownership, maintenance or use of a covered auto or non-owned auto**.

- b. The use of a **trailer** while attached to a **covered auto** or **non-owned auto**.

We may either settle or defend any claim or suit for **damages**, in **our** sole discretion. **Our** duty to settle or defend ends when **our** Limit of Liability for this Part B has been exhausted by payment of settlement or judgment.

Section 2 – Additional Definitions

When used in this Part B, **insured person** or **insured persons** means the following individuals, but only if they possess valid **driving privileges** at the time of the **accident**:

1. **You, your spouse**, a **resident** or an **authorized driver**, with respect to an **accident** arising out of the **ownership**, maintenance or use of a **covered auto**.
2. Any person, with respect to an **accident** arising out of that person's use of a **covered auto** with the express or implied permission of **you, your spouse** or a **resident**.
3. **You, your spouse**, a **resident** or an **authorized driver**, with respect to an **accident** arising out of the maintenance or use of a **non-owned auto**.

Section 3 – Additional Payments

In addition to **our** Limit of Liability, **we** will pay the following sums on behalf of an **insured person**:

1. All costs and expenses **we** incur in the settlement or defense of any claim or suit seeking **damages** under this Part B.
2. Legally required pre-judgment or post-judgment interest accruing in **any** suit **we** defend, limited to interest accruing on that part of the judgment that does not exceed **our** applicable limit of liability. **Our** duty to pay interest ends upon our issuance of payment that equals **our** Limit of Liability under this Part B. **Our** obligation to pay interest does not arise if **we** have not been provided with notice of the suit or given opportunity to defend an **insured person** in connection with that suit.
3. The premium for an appeal bond or attachment bond required in connection with a suit **we** defend under this Part B. **We** have no duty to pay the premium for a bond amount in excess of the Limit of Liability under this Part B. **We** also have no duty to apply for or acquire such bonds.
4. Up to a maximum of \$250 for the cost of a bail bond for the benefit of an **insured person**. This applies only if the need for the bail bond arises from an **accident** involving the **insured person's ownership**, maintenance or use of a **covered auto** or the

maintenance or use of a **non-owned auto**. We have no duty to apply for or procure this bond.

5. Reasonable expenses incurred by an **insured person** at our request. This includes lost earnings directly resulting from **our** request, up to a maximum of \$50 per day.

Section 4 – Exclusions

PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF ONE OR MORE EXCLUSIONS APPLY TO A CLAIM ASSERTED UNDER THIS PART B, NO COVERAGE WILL BE PROVIDED.

Coverage under this Part B, including our duty to defend any claim or suit, does not apply to:

1. **Bodily injury or property damage** arising out of the **ownership**, maintenance or use of an **auto** or **trailer**, while such **auto** or **trailer** is used or operated in one or more of the following circumstances:
 - a. Rented or leased to another.
 - b. Used in the course of any **business**.
 - c. Used as a residence.
 - d. Used to tow anything other than a **trailer**.
 - e. used to transport any explosive, flammable, toxic or hazardous substance or material, whether or not such transport is undertaken for a fee or compensation. However, this exclusion does not apply to the incidental transportation of household products that are toxic, flammable, hazardous or explosive, when intended for personal household use.
 - f. Operated by a person listed as an excluded driver on the **declarations page**.
 - g. Operated in violation of any of the terms, conditions or limitations included in the authorizations described in paragraphs (b) and (c) of the definition of **driving privileges**.
 - h. Used by any person under circumstances that would not lead a reasonable person to believe that were entitled to operate the **auto**.
 - i. Operated by a regular user of the **auto**, other than **you**, **your spouse**, a **resident** or an **authorized driver**.
2. Liability an **insured person** assumes under any bailment, contract or agreement.

3. **Bodily injury** to an employee of an **insured person**, arising in the course and scope of such employment. This exclusion does not apply to a domestic employee if workers compensation, disability and similar benefits for such employee are neither paid nor required to be provided.
4. **Bodily injury** or **property damage** arising out of an **accident** involving the use of an **auto** by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering or testing **autos**. This exclusion does not apply to an **insured person** when using a **covered auto**. This exclusion also does not apply to the agent or employee of **you, your spouse** or a **resident**, when using a **covered auto**.
5. **Bodily injury** or **property damage** arising from any speed, racing, demolition, stunt or similar contest or exhibition. This exclusion applies whether the contest or exhibition was planned, unplanned, organized, spontaneous or otherwise. This exclusion also applies to any preparation or practice for such contest or exhibition.
6. **Bodily injury** or **property damage** arising from an intentional act by or at the direction of an **insured person**. This exclusion applies whether or not the resulting harm was specifically intended.
7. **Property damage** to property **owned** by, rented to, transported by or in the care, custody or control of an **insured person**. This exclusion does not apply to when a **covered vehicle** damages a rented residence or a garage situated on the same premises as the rented residence.
8. **Bodily injury** to **you, your spouse, a resident** or an **authorized driver**. This exclusion applies only to the extent that liability for such **bodily injury** exceeds the minimum limits of liability coverage required under the Motor Vehicle Safety Responsibility Act in the Texas Transportation Code.
9. **Bodily injury** or **property damage** arising from the operation, maintenance or use of an **auto**, other than a **covered auto, owned** by or available for regular use by any **insured person**.
10. **Bodily injury** or **property damage** arising out of the **ownership, maintenance** or use of a **covered auto, non-owned auto** or **trailer** under any of the following circumstances:
 - a. To flee from or elude law enforcement officials.
 - b. In the course of any illicit trade or transportation, or the commission of a felony. This includes including the theft or conversion of a **covered auto**.

11. **Bodily injury or property damage** arising from the action of any federal, state or local authority in seizing, impounding or confiscating any **auto**.
12. **Bodily injury or property damage:**
 - a. Arising from any declared or undeclared war, civil war, insurrection, rebellion, riot or civil unrest.
 - b. Arising from any actual or threatened release, discharge or contamination of or by any radioactive, nuclear or atomic substance or reaction. This exclusion additionally applies to anyone insured under an atomic or nuclear energy liability policy at the time of the **accident** resulting in such release, discharge or contamination.
 - c. Arising from any actual or threatened release, discharge or contamination of or by any pollutant, chemical, irritant, smoke, vapor or other noxious substance.
 - d. For which the United States government is liable under the Federal Tort Claims Act.
13. Any claim or suit alleging the negligent entrustment of an **auto** on the part of any insured **person**. This exclusion applies only if coverage for the **accident** allegedly resulting from such negligent entrustment does not otherwise exist under this Part B.

Section 5 – Limits of Liability

1. The Limit of Liability for this coverage shown on the **declarations page** is the most **we** will pay under this Part B. This limit applies, regardless of the number or amount of claims, claimants, **autos** covered, persons insured, lawsuits filed, **autos** involved in the **accident**, premiums paid or policies issued.
2. The Limit of Liability shown on the **declarations page** for “each person” is the most **we** will pay for all **damages** due to **bodily injury** sustained by one person. This includes the total of all claims made for **bodily injury** by or on behalf of a single person, and all claims of others derived from such **bodily injury**, including, but not limited to, emotional or mental anguish or distress resulting from the **bodily injury** of another. This also includes any claims for loss of consortium, loss of companionship, society or comfort, loss of services or wrongful death.
3. Subject to the “each person” limit, the Limit of Liability shown on the **declarations page** for “each accident” is the most **we** will pay for all **damages** due to **bodily injury** sustained by two or more persons arising from any one **accident**.

4. The Limit of Liability shown on the **declarations page** for **property damage** is the most **we** will pay for the total of all **property damage** for which an **insured person** becomes legally liable as the result of any one **accident**.
5. Any payment made to a person under this Part B shall be reduced to the extent that person has received payment for the same element of damages under Part C – Personal Injury Protection Coverage, Part D – Excess Medical Expense Coverage or Part E – Uninsured/Underinsured Motorist Coverage. No person is entitled to multiple payments under this policy for the same element of **damages**.
6. An **auto** with an attached **trailer** is considered a single **auto**. Accordingly, an **accident** involving an **auto** with an attached **trailer** shall be considered a single **accident** for purposes of the applicable Limit of Liability.

Section 6 – Other Insurance

If there are other liability insurance policies or bonds applicable to the same **accident**, **we** will pay only **our** share of the **damages**. **Our** share is the proportion that **our** applicable Limit of Liability bears to the total of all applicable Limits of Liability. Any coverage **we** provide under this policy for any **auto** other than a **covered auto** is excess over any other applicable liability insurance, self-insurance or bond.

Section 7 – Financial Responsibility Laws

If **we** certify the coverage provided under this Part B as proof of financial responsibility, **you** must reimburse **us** for any payment **we** make that would not have been made without such certification.

Section 8 – Out of State Coverage

If a **covered auto** is involved in an **accident** to which this Part B applies, occurring in any state, province, territory or possession of the United States or Canada other than the garaging address shown on the **declarations page**, and the laws of the jurisdiction in which the accident occurred require limits of liability and/or coverages different than those afforded by this policy, this policy will be deemed to provide the greater of:

- a. The required minimum amounts and types of coverage.
- b. The Limits of Liability under this policy.

PART C – PERSONAL INJURY PROTECTION COVERAGE

Section 1 – Insuring Agreement

The following coverage is subject to all of the provisions of this Part C– Personal Injury Protection Coverage, Part I – General Conditions and Part A -- Definitions.

If **you** pay the premium for the Personal Injury Protection Coverage afforded under this Part C, **we** will pay **Personal Injury Protection Benefits** due to **bodily injury** sustained by an **insured person** as the direct result of an **accident** arising out of the **ownership**, maintenance or use of an **auto** or **trailer**.

Section 2 – Additional Definitions

The following additional definitions apply to this Part C:

1. **Insured person or insured persons** mean:
 - a. **You, your spouse**, a **resident** or an **authorized driver** while **occupying** or when struck by an **auto** or **trailer**.
 - b. Any other person while **occupying** a **covered auto** with **your** permission.
2. **Personal Injury Protection Benefits** means:
 - a. Reasonable and necessary medical and funeral expenses.
 - b. Eighty percent (80%) of an injured **insured person's** actual **income loss**. This provision applies only if the **insured person** was an **income producer** at the time of the **accident**.
 - c. Reasonable and necessary expenses incurred to replace essential services an injured insured person would ordinarily perform for the care and maintenance of the family or household. This applies only to an **insured person** who is not an **income producer** at the time of the accident. It further applies only to the extent that such expenses were not incurred at or prior to the time of the **accident**.
3. **Income loss** means the actual loss of income received by an **income producer**, which is attributable to the **bodily injury** for which **Personal Injury Protection Benefits** are payable. **Income loss** is determined as follows:
 - a. If the involved income is in the form of a salary or other fixed rate of compensation, **we** will apply the salary or the rate in effect at the time of the **accident** to the period of disability from the **bodily injury**. That amount will then be **reduced** by any income received or receivable during the period of disability.

- b. If the involved income is in any form other than salary or a fixed rate of compensation, **we** will apply the average monthly compensation received for the twelve (12) month period immediately preceding the **accident**. That rate will be applied to the period of disability resulting from the **bodily injury**. The resulting amount will be **reduced** by any income received or receivable during the period of disability.
4. **Income producer** means an **insured person** entitled to **Personal Injury Protection Benefits** under this Part C, who, at the time of the **accident**, was receiving income from the pursuit of a trade or occupation, whether as an employee or otherwise.

Section 3 – Exclusions

PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF ONE OR MORE EXCLUSIONS APPLY TO A CLAIM ASSERTED UNDER THIS PART C, NO COVERAGE WILL BE PROVIDED.

This Part C does not provide coverage or **Personal Injury Protection Benefits** for **bodily injury** to an **insured person** where any of the following apply:

1. The **accident** causing the **bodily injury** was caused intentionally by or at the direction of, the **insured person**.
2. The **accident** causing the **bodily injury** arose during the commission of a felony by the **insured person**.
3. The **accident** causing the **bodily injury** arose while the **insured person** was attempting to elude apprehension or arrest by law enforcement authorities.
4. At the time of the **accident** the **insured person** was **occupying** or struck by any **auto owned** by **you** and/or **your spouse**, other than a **covered auto**.
5. At the time of the **accident**, the **insured person** was a **resident** or **authorized driver**, and was **occupying** or struck by an **auto owned** by a **resident** or **authorized driver**, other than a **covered auto**.

Section 4 – Limit of Liability

The Limit of Liability shown on the **declarations page** for this coverage is the most **we** will pay for each **insured person** injured in any one **accident**. This limit applies, regardless of the number of claims made, **autos** covered, **insured persons**, lawsuits filed, **autos** involved in the **accident**, premiums paid or policies issued.

Section 5 – Other Insurance

Any coverage provided under this Part C for an **insured person** while **occupying** or struck by an **auto**, other than a **covered auto**, will be excess over any other collectible Personal Injury Protection Coverage. Otherwise, **we** will pay only the proportion that **our** Limit of Liability under this Part C bears to the total of all limits for Personal Injury Protection Coverage applicable to the **accident**.

Section 6 – Loss Payments

Personal Injury Protection Benefits are payable within thirty (30) days after satisfactory proof of claim is received. Payments will not be made more frequently than once every two (2) weeks.

Section 7 – Assignment of Benefits

If **we** receive an Assignment of Benefits signed by the insured person entitled to such benefits under this Part C, payment for medical expenses will be paid directly to a physician or other health care provider,

Section 8 – Other Conditions & Limitations

For purposes of this Part C:

1. **Personal Injury Protection Benefits** will be paid only for expenses or **income loss** incurred within three (3) years of the date of the **accident**.
2. **We** may require reasonable medical proof of **bodily injury** and/or the causation link between such **bodily injury** and any claimed **income loss** before any payment is made under this Part C. This requirement applies equally to any claim for additional **Personal Injury Protection Benefits** based upon an alleged recurrence of **bodily injury** for which **Personal Injury Protection Benefits** were previously paid.
3. As a condition of coverage under this Part C, the initial proof of claim under this coverage must be submitted to **us** not later than six (6) months after the date of the **accident**.
4. **We** will not pay for **income loss** or expenses for replacement services incurred after the death of the **insured person**.

PART D – EXCESS MEDICAL EXPENSE COVERAGE

Section 1 – Insuring Agreement

The following coverage is subject to all of the provisions of this Part D – Excess Medical Expense Coverage, Part I – General Conditions and Part A -- Definitions.

If **you** pay the premium for the Excess Medical Expense Coverage afforded under this Part D, **we** will pay the **usual and customary charge** for reasonable and necessary medical and funeral expenses an **insured person** incurs due to **bodily injury** sustained in an **accident** arising out of the **ownership**, maintenance or use of an **auto**. Such medical or funeral expenses must be incurred within one (1) year from the date of the **accident**.

Section 2 – Additional Definitions

The following additional definitions apply to this Part D:

1. **Insured person** and **insured persons** mean:
 - a. **You** or **your spouse** while **occupying** any **auto**, other than an **auto owned** by **you** or **your spouse** which does not qualify as a **covered auto**.
 - b. A **resident** or **authorized driver** while **occupying** a **covered auto** or **non-owned auto**.
 - c. **You**, **your spouse**, a **resident** or an **authorized driver** when struck by a motorized vehicle of any type while a pedestrian.
 - d. Any other person, while **occupying** a **covered auto**.
2. **Usual and customary charge** means the standard charge **we** determine for the services rendered and/or materials furnished in the applicable geographical area time the services and materials provided or furnished. **We** will make this determination through the use of independent sources of **our** choice.

Section 3 – Exclusions

PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF ONE OR MORE EXCLUSIONS APPLY TO A CLAIM ASSERTED UNDER THIS PART D, NO COVERAGE WILL BE PROVIDED.

No coverage is provided under this Part D for medical or funeral expenses arising from **bodily injury** to which any of the following apply:

1. Sustained while **occupying** an **auto** being used in the course of any **business**, or arising from the use of any **auto** in connection with a **business**.
2. For which benefits are available under any workers compensation, occupational disability or similar law.
3. Sustained by any person while operating or **occupying** a **covered auto** without the express or implied permission provided by **you**, **your spouse** or a **resident**.

4. Sustained by any person while operating or **occupying a covered auto** without a reasonable belief that they were entitled to do so.
5. Caused intentionally by, or at the direction of, an **insured person**.
6. Sustained while **occupying any auto or trailer** used as a residence.
7. Arising out of an **accident** involving the use of an **auto** by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering or testing **autos**. This exclusion does not apply to **you, your spouse, a resident** or an **authorized driver** when using a **covered auto**. This exclusion also does not apply to an agent or employee of **you, your spouse** or a **resident**, when using a **covered auto**.
8. Arising from any speed, racing, demolition, stunt or similar contest or exhibition. This exclusion applies whether such contest or exhibition was planned, unplanned, organized, spontaneous or otherwise. This exclusion similarly applies to any preparation or practice for such contest or exhibition.
9. Arising from any declared or undeclared war, civil war, insurrection, rebellion, riot or civil unrest.
10. Arising from any actual or threatened release, discharge or contamination of or by any radioactive, nuclear or atomic substance or reaction. This exclusion also applies to anyone insured under an atomic or nuclear energy liability policy at the time of the **accident** resulting in such release, discharge or contamination.
11. Arising from any actual or threatened release, discharge or contamination of or by any pollutant, chemical, irritant, smoke, vapor or other noxious substance.
12. For which the United States government is liable under the Federal Tort Claims Act.
13. Arising out of the **ownership, maintenance or use of a covered auto, non-owned auto or trailer**:
 - a. To flee from or elude law enforcement officials.
 - b. In the course of any illicit trade or transportation, or the commission of a felony. This includes, but is not limited to, the theft or conversion of a **covered auto**.

14. Arising from the action of any federal, state or local authority in seizing, impounding or confiscating any **auto**.

Section 4 – Limit of Liability

The Limit of Liability shown on the **declarations page** for the Excess Medical Expense Coverage is the most **we** will pay for each **accident** for covered expenses incurred by one or more **insured persons** as the result of such **accident**. This limit applies, regardless of the number of claims made, **autos** covered, **insured persons**, lawsuits filed, **autos** involved in the **accident**, premiums paid or policies issued.

Section 5 – Other Insurance

Excess Medical Expense Coverage afforded by this Part D for an **insured person occupying an auto**, other than a **covered auto**, shall be excess over any other applicable vehicle insurance coverage providing medical and/or funeral expense coverage. Otherwise, **we** will pay only the proportion that **our** Limit of Liability under this Part D bears to the total of all limits for Excess Medical Expense Coverage applicable to the **accident**.

Section 6 – Assignment of Benefits

Payment for medical expenses under this Part D will be paid directly to a physician or other health care provider if **we** receive an Assignment of Benefits signed by the **insured person** entitled to such benefits.

Section 7 – Other Conditions & Limitations

1. Any dispute as to the **usual and customary charge** will be resolved between **us** and the provider presenting such charges.

PART E – UNINSURED & UNDERINSURED MOTORIST COVERAGE

Section 1 – Insuring Agreements

The following coverages are subject to all of the provisions of this Part E– Uninsured & Underinsured Motorist Coverage, Part I – General Conditions and Part A -- Definitions.

A. Uninsured & Underinsured Motorist Bodily Injury Coverage

If **you** pay the premium for Uninsured & Underinsured Motorist Bodily Injury Coverage afforded under this Part E, **we** will pay **damages** which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor**

vehicle for **bodily injury** sustained by such **insured person** in an **accident** arising out of the **ownership**, maintenance or use of an **uninsured motor vehicle**. For purposes of underinsured motorist coverage, the **damages** to which an **insured person** is legally entitled shall be reduced by the amount recovered or recoverable from the insurer of the **underinsured motor vehicle**.

B. Uninsured & Underinsured Motorist Property Damage Coverage

If **you** pay the premium for Uninsured & Underinsured Motorist Property Damage Coverage afforded under this Part E, **we** will pay **damages** which an **insured person** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** for **property damage** to a **covered auto** caused by an **accident** arising out of the **ownership**, maintenance or use of an **uninsured motor vehicle**. Coverage applies only to a **covered auto** for which a premium for Uninsured & Underinsured Motorist Property Damage Coverage is indicated on the **declarations page**. For purposes of underinsured motorist coverage, the **damages** to which an **insured person** is legally entitled shall be reduced by the amount recovered or recoverable from the insurer of the **underinsured motor vehicle**.

Section 2 – Additional Definitions

The following additional definitions apply to this Part E:

1. **Insured person** or **insured persons** mean:
 - a. **You** and **your spouse**.
 - b. A **resident**.
 - c. An **authorized driver**.
 - d. Any person **occupying a covered auto**.
 - e. Any person who is entitled to recover **damages** covered by this Part E due to **bodily injury** sustained by a person described in subsections a through d, above.
2. **Uninsured motor vehicle** means a motorized vehicle, other than a **covered auto**, designed for use on public roadways and subject to vehicle registration laws including a **trailer** while attached to that motorized vehicle:
 - a. To which no liability policy or bond applies at the time of the **accident**.

- b. To which a liability policy or bond does apply at the time of the **accident**, but the entity issuing such policy or bond denies coverage or is insolvent.
 - c. To which a liability policy or bond does apply at the time of the **accident**, but the limit of liability provided for **bodily injury** or **property damage**, as applicable to the coverage involved, is less than the limit of liability specified by the financial responsibility laws of the state in which the **accident** occurs.
 - d. As to which the **owner** or operator cannot be identified and due to a hit-and-run **accident** involving a direct physical contact between such motorized vehicle and:
 - i. **You, your spouse, a resident** or an **authorized driver**.
 - ii. An **auto occupied** by **you, your spouse, a resident** or an **authorized driver**.
 - iii. A **covered auto**.
 - e. Which is an **underinsured motor vehicle**.
3. **Underinsured motor vehicle** means a motorized vehicle, other than a **covered auto**, designed for use on public roadways and subject to vehicle registration laws, including a **trailer** while attached to such motorized vehicle, as to which a liability bond or policy applies at the time of the **accident** but one of the following applies:
- a. The limit of liability of that bond or policy is not enough to pay the full amount of **damages** the **insured person** is legally entitled to recover.
 - b. The limit of liability of that bond or policy 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.

Uninsured motor vehicle and **underinsured motor vehicle** do not include any of the following:

- a. Any motorized vehicle owned by **you, your spouse, a resident** or **authorized driver**.
- b. Any motorized vehicle owned or operated by any governmental unit or agency, , unless:
 - i. the operator of the vehicle is uninsured; and

- ii. there is no statute imposing liability for damages because of bodily injury or property damage on the governmental body for an amount not less than the limit of liability for this coverage.
- c. Any motorized vehicle owned or operated by any self insured entity, unless that self insured entity is insolvent.
- d. Any motorized vehicle operated on rails or crawler treads.

Section 3 – Exclusions

PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF ONE OR MORE EXCLUSIONS APPLY TO A CLAIM ASSERTED UNDER THIS PART E, NO COVERAGE WILL BE PROVIDED.

Coverage under this Part E does not apply to:

1. **Bodily injury or property damage**, where the vehicle **occupied** by an **insured person**, at the time of the **accident**, is used or operated under one or more of the following circumstances:
 - a. Rented or leased to another.
 - b. Used in the course of any **business**.
 - c. Used as a residence.
 - d. Used to tow anything other than a **trailer**.
 - e. Used to transport any explosive, flammable, toxic or hazardous substance or material, whether or not such transport is undertaken for a fee or compensation. However, this exclusion does not apply to the incidental transportation of household products that are toxic, flammable, hazardous or explosive, when intended for personal household use.
 - f. Operated by a person listed as an excluded driver on the **declarations page**.
 - g. Operated in violation of any of the terms, conditions or limitations included in the authorizations described in paragraphs (b) and (c) of the definition of **driving privileges**.
 - h. Used by any person under circumstances that would not lead a reasonable person to believe that were entitled to operate the **auto**.
 - i. Used to flee or elude law enforcement officials.
 - j. Used in any illicit trade or transportation, or the commission of a felony.

- k. Operated by a regular user of the **auto**, other than **you, your spouse, a resident** or an **authorized driver**.
- 2. **Bodily injury** or **property damage** arising from the use of a **covered auto** by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering or testing **autos**. This exclusion does not apply to an **insured person** when using a **covered auto**, nor to the agent or employee of **you, your spouse** or a **resident**, when using a **covered auto**;
- 3. **Bodily injury** or **property damage** arising from any speed, racing, demolition, stunt or similar contest or exhibition. This exclusion applies whether the contest or exhibition was planned, unplanned, organized, spontaneous or otherwise. This exclusion also applies to any preparation or practice for such contest or exhibition.
- 4. **Bodily injury** or **property damage** arising from an intentional act by or at the direction of an **insured person**. This exclusion applies whether or not the resulting harm was specifically intended.
- 5. **Bodily injury** or **property damage**:
 - a. Arising from any declared or undeclared war, civil war, insurrection, rebellion, riot or civil unrest.
 - b. Arising from any actual or threatened release, discharge or contamination of or by any radioactive, nuclear or atomic substance or reaction. This exclusion also applies to anyone insured under an atomic or nuclear energy liability policy at the time of the **accident** resulting in such release, discharge or contamination.
 - c. Arising from any actual or threatened release, discharge or contamination of or by any pollutant, chemical, irritant, smoke, vapor or other noxious substance.
 - d. For which the United States government is liable under the Federal Tort Claims Act.
 - e. Occurring while a **covered auto** is towing another **auto**.
- 6. Any payment accruing to the direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

Section 4 – Limit of Liability

- 1. The Limit of Liability shown on the **declarations page** is the most **we** will pay under this Part E. This limit applies, regardless of the number or amount of claims,

claimants, **autos** covered, persons insured, lawsuits filed, **autos** involved in the **accident**, premiums paid or policies issued.

2. The Limit of Liability shown on the **declarations page** for “each person” is the most **we** will pay for all **damages** due to **bodily injury** sustained by one **insured person**. This includes the total of all claims made for **bodily injury** by or on behalf of a single person, and all claims of others derived from such **bodily injury**. This includes, but is not limited to, emotional or mental anguish or distress resulting from the **bodily injury** of another as well as claims for loss of consortium, loss of companionship, society or comfort, loss of services or wrongful death.
3. Subject to the “each person” limit, the Limit of Liability shown on the **declarations page** for “each accident” is the most **we** will pay for all **damages** due to **bodily injury** sustained by two or more **insured persons** arising from any one **accident**.
4. The Limit of Liability shown on the **declarations page** for **property damage** is the most **we** will pay for the total of all **property damage** caused by any one **accident**.
5. The **damages** to which an **insured person** is entitled under this Part E shall be reduced by any sums:
 - a. Paid or payable or on behalf of any persons or organizations that may be liable for the **bodily injury** or **property damage**. This includes, but is not limited to, all sums paid under Part B – Liability to Others.
 - b. Paid or payable under Part C – Personal Injury Protection Coverage or Part D – Excess Medical Expense Coverage.
 - c. Paid or payable under any workers’ compensation, disability benefits or similar law.
6. Any payment made under this Part E shall reduce any amount recoverable under Part B – Liability to Others.
7. No person shall be entitled to multiple payments for the same element of **damages**.

Section 5 – No Stacking of Coverage

Coverage under this Part E may not be stacked with any other uninsured or underinsured motorist coverage or policy provided to **you** by **us**. This includes, but is not limited to, inter-policy or intra-policy stacking. If other uninsured motorist or underinsured motorist coverage is applicable to an **insured person** for the same **accident**, **our** aggregate limit of liability under all such coverages or policies shall not exceed the highest applicable Limit of Liability for one **auto**

under one of the available policies or coverages. This applies even though separate premiums may have been paid for each policy, or for each **auto** insured under a particular policy.

Section 6 – Other Insurance

Any coverage provided under this Part E for an **insured person occupying an auto not owned by you or your spouse** shall be excess over any other valid and collectible insurance. Otherwise, if there is other applicable uninsured or underinsured motorist coverage, **we** will pay only **our** proportionate share. Our proportionate share consists of the proportion that **our** limit of liability bears to the total limits of liability of all applicable policies or coverages.

For any **property damage** for which coverage exists under both this Part E and either Part F – Physical Damage Coverage of this policy or similar coverage under another policy, **you** may choose the coverage from which compensable **damages** will be paid. **You** may recover under both coverages, but only if neither coverage alone is sufficient to fully compensate for the **property damage**. You must **also** pay the higher of any applicable deductible amounts, but not more than one deductible. Under no circumstances may **you** recover more than the actual **property damage** sustained. **We** will not pay for **damages** that duplicate payments made for the same **damages** under other coverage.

Section 7 – Other Conditions & Limitations

1. An **auto** with an attached **trailer** is considered a single **auto**. Accordingly, an **accident** involving an **auto** with an attached **trailer** shall be considered a single **accident** for purposes of the applicable Limit of Liability.
2. **We** are not bound by any judgment or settlement for **damages** against an operator or **owner** of an **uninsured motor vehicle** which arises out of a lawsuit or other proceeding brought without **our** written consent.
3. No coverage exists under this Part E for the first \$250 of **property damage** for which an **insured person** is entitled to recover **damages** due to an **accident** with an **uninsured motor vehicle**.

PART F – PHYSICAL DAMAGE COVERAGE

Section 1 -- Insuring Agreements

The following coverages are subject to all of the provisions of this Part F – Physical Damage Coverage, Part I – General Conditions and Part A -- Definitions.

A. Collision Coverage

If the **declarations page** reflects that Collision Coverage provided under this Part F

has been purchased for a specific **covered auto**, **we** will pay for **collision loss** to that **covered auto**.

B. Comprehensive Coverage

If the **declarations page** reflects that Comprehensive Coverage provided under this Part F has been purchased for a specific **covered auto**, **we** will pay for **comprehensive loss** to that **covered auto**.

C. Theft Transportation Expense Benefit

If the **declarations page** reflects that Comprehensive Coverage provided under this Part F has been purchased for a specific **covered auto**, and that **covered auto** is stolen, **we** will pay transportation expenses **you** incur as a result of that theft. This coverage is subject to a maximum of up to \$10 per day, but not more than \$300 per theft of a **covered auto**. The Theft Transportation Expense Benefit becomes effective forty-eight (48) hours after **you** advise **us** of the theft, and ends at the earlier of the following times:

1. When the **covered auto** has been recovered and returned to **you** or its **owner**.
 2. When the **covered auto** has been recovered and repaired.
 3. When the **covered auto** has been replaced.
 4. When the maximum benefit of \$300 has been paid.
5. If **we** determine that the **covered auto** is unrecoverable or a **total loss**, forty-eight (48) hours after **we** make an offer to pay the applicable Limit of Liability under this Part F. **You** must provide **us** with written proof of **your** transportation expenses. Theft Transportation Expense Benefits are only payable in connection with a theft of a **covered auto** covered under this Part F.

D. Rental Reimbursement Coverage

If the **declarations page** reflects that Rental Reimbursement Coverage provided under this Part F has been purchased for a specific **covered auto**, **we** will reimburse rental charges incurred when **you** rent a **temporary substitute auto** due to a covered **collision loss** or **comprehensive loss** to that specific **covered auto**. Our Limit of Liability for Rental Reimbursement Coverage consists of the dollar amount and number of days set forth on the **declarations page**. If the **covered auto** is rendered inoperable by a covered **collision loss** or **comprehensive loss**, this coverage becomes effective at the time of such loss. If the **covered auto** is operable, this coverage becomes effective when it is delivered to a shop for repair of the

involved loss. Rental Reimbursement Coverage ends at the earliest of the following times:

1. When the **covered auto** has been returned to **you**.
2. When the **covered auto** has been repaired or replaced.
3. If we determine that the covered auto is a total loss, Forty-eight (48) hours after **we** make an offer to pay the applicable Limit of Liability under this Part F.

You must provide **us** with written proof of **your** rental charges. Rental Reimbursement benefits under this coverage are payable only in connection with a **comprehensive loss** or **collision loss** covered under this Part F.

If **you** purchase Rental Reimbursement Coverage, and a **covered vehicle** to which this coverage applies is stolen, **our** maximum liability shall not exceed the greater of the benefit provided under Rental Reimbursement Coverage or the Theft Transportation Expense Benefit. Under no circumstances will **we** pay benefits under both coverages arising from a single theft.

Section 2 – Additional Definitions

The following additional definitions apply to this Part F:

1. **Collision loss** means damage to a **covered auto** directly resulting from a direct physical impact between the **covered auto** and another object, other than a bird or animal. This includes the sudden, accidental overturning of that **covered auto**.
2. **Comprehensive loss** means damage to a **covered auto** directly resulting from events other than those representing a **collision loss**. These include, but are not limited to:
 - a. Contact between the **covered auto** and a bird or animal.
 - b. Explosion.
 - c. Earthquake.
 - d. Malicious mischief or vandalism.
 - e. Missiles, projectiles or falling objects.
 - f. Riot or civil disturbance or unrest.
 - g. Theft or larceny.

- h. Windstorm, water, hail or flood.

3. Total loss means any of the following:

- a. The theft of the **covered auto** if the **covered auto** is not recovered within thirty (30) days of the theft.
- b. Any **comprehensive loss** or **collision loss** covered under this Part F, if the cost to repair the **covered auto**, including both parts and labor, combined with the salvage value of the **covered auto**, exceeds the actual cash value of the **covered auto** at the date of the **comprehensive loss** or **collision loss**.

Section 3 – Exclusions

PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF ONE OR MORE EXCLUSIONS APPLY TO A CLAIM ASSERTED UNDER THIS PART F, NO COVERAGE WILL BE PROVIDED.

Coverage under this Part F does not apply to:

1. **Collision loss** or **comprehensive loss** to a **covered auto** when used or operated under one or more of the following circumstances:
 - a. Rented or leased to another.
 - b. Used in the course of any **business**.
 - c. Used as a residence.
 - d. Used to tow anything other than a **trailer**.
 - e. Used to transport any explosive, flammable, toxic or hazardous substance or material, whether or not such transport is undertaken for a fee or compensation. However, this exclusion does not apply to the incidental transportation of household products that are toxic, flammable, hazardous or explosive, when intended for personal household use.
 - f. Operated by a person listed as an excluded driver on the **declarations page**.
 - g. Operated by a person without valid **driving privileges**.
 - h. Operated in violation of any of the terms, conditions or limitations included in the authorizations described in paragraphs (b) and (c) of the definition of **driving privileges**.

- i. Operated by a regular user of the **covered auto**, other than **you, your spouse, a resident** or an **authorized driver**.
 - j. Operated by any person under circumstances that would not lead a reasonable person to believe that they were entitled to operate the **auto**.
 - k. Used to flee or elude law enforcement officials.
 - l. Used in any illicit trade or transportation, or the commission of a felony.
 - m. For which the United States Government is liable under the Federal Tort Claims Act.
 - n. Seized, impounded or confiscated by state, local or federal authorities pursuant to any state or federal criminal statute or regulation, including, but not limited to, any drug or controlled substance statute or regulation;
 - o. Arising from the action of any federal, state or local authority in seizing, impounding or confiscating any **auto**.
 - p. Arising from any speed, racing, demolition, stunt or similar contest or exhibition. This exclusion applies whether the contest or exhibition is planned, unplanned, organized, spontaneous or otherwise. This exclusion also applies to any preparation or practice for such contest or exhibition.
2. **Collision loss** or **comprehensive loss** arising from an intentional act performed by or at the direction of **you, your spouse, a resident** or an **authorized driver**. This exclusion does not apply to the insurable interest of an innocent **owner** of a **covered auto**.
3. **Collision loss** or **comprehensive loss** to a **covered auto**, due to and consisting solely of:
- a. Wear and tear.
 - b. Freezing.
 - c. Mechanical or electrical breakdown or failure.
 - d. Road damage to tires.
 - e. Design or manufacturing defects.

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

4. **Collision loss** or **comprehensive loss** due to theft or conversion of a **covered auto**:

- a. By **you, your spouse**, a **resident** or an **authorized driver**.
 - b. Prior to the time **you** or **your spouse acquire** the covered auto.
 - c. While in the care, custody or control of anyone engaged in the **business** of manufacturing, distributing or selling **autos**.
5. **Collision loss, comprehensive loss**, physical damage to, loss of use of or diminution in value of any of the following:
- a. Personal property or personal effects of any kind or character.
 - b. Equipment used to detect radar, laser or other speed measuring systems or transmissions.
 - c. Telephone equipment.
 - d. Televisions or their accessories or antennas.
 - e. Two-way radios.
 - f. Audio, radio or sound equipment designed primarily for home use.
 - g. Awnings, cabanas or other similar equipment.
 - h. **Custom equipment**.
6. Diminution of value of a **covered auto**.
7. **Collision loss** or **comprehensive loss caused** directly or indirectly by mold, mildew, fungus, decomposing organic material, microorganisms, yeast or spore-bearing organisms, bacteria, viruses, toxins or any by-products of any of these. This exclusion does not apply if the circumstance giving rise to the applicability of this exclusion was caused by a separate event or loss covered under this Part F.

Section 4 – Limit of Liability

Our Limit of Liability under this Part F is the lesser 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**. If **you** or the **owner** retain the property, an additional reduction equal to the salvage value of such property will be applied.
2. The amount necessary to replace the stolen or damaged property with like kind and quality, reduced by the applicable deductible shown on the **declarations page**. If

you or the **owner** retain the property, an additional reduction equal to the salvage value of such property will be applied.

3. The amount necessary to repair the damaged property to its pre-loss condition, reduced by the applicable deductible shown on the **declarations page**.
4. The amount stated as the Limit of Liability on the **declarations page**.

Section 5 – Payment of Loss

Payment for **comprehensive loss** and **collision loss** covered under this Part F is subject to the following provisions:

1. No more than one (1) deductible shall be applied to any one covered **comprehensive loss** or **collision loss**.
2. Actual cash value is determined by the age, condition and market existing at the time of the event giving rise to the **comprehensive loss** or **collision loss**. This includes any appropriate adjustments for betterment or depreciation.
3. In determining the amount necessary to repair damaged property to pre-loss condition, **we** will consider:
 - a. The prevailing competitive labor rates charged in the geographical area where the property is to be repaired, as **we** reasonably determine.
 - b. The cost of parts necessary to repair or replace existing parts and equipment, which may be new, refurbished, restored or used. This may consist of parts and equipment produced by the original manufacturer and/or other manufacturers.
4. Any payment to a person under this Part F shall be reduced by any amount paid for **property damage** under Part E – Uninsured & Underinsured Motorist Coverage.
5. Duplicate payment for the same element of damage is not permitted.
6. 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**, the **owner** of the property or the lienholder of the property.

Section 6 – No Benefit to Bailee

Coverage under this Part F shall not be applied to directly or indirectly benefit any carrier or other bailee for hire.

Section 7 – Loss Payee Agreement

Payment for **comprehensive loss** or **collision loss** to a **covered auto** 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**. **We** may, at our sole discretion, independently verify the nature and extent of the interest held by such lienholder or Loss Payee.

The interest(s) of any Loss Payee or lienholder will not be protected if **you, your spouse, a resident** or an **authorized driver** participate directly or indirectly in any fraud, misrepresentation, material omission or intentional damage. If no coverage for a claimed **collision loss** or **comprehensive loss** exists under the terms of this policy, then the interest(s) of the Loss Payee or lienholder will similarly not be protected.

If a **covered auto** is repossessed by a loss payee or lienholder after a **comprehensive loss** or **collision loss** under this Part F, and such lienholder or loss payee is entitled to payment of all or part of the loss amount, such payment will be subject to a deductible that is the lesser of:

1. The deductible set forth on the **declarations page**; or
2. Five hundred Dollars (\$500.00)

We are entitled to any right of recovery held by a Loss Payee or lienholder, to the extent of **our** payment to such Loss Payee or lienholder.

Section 8 – Appraisal

If **we** cannot agree with **you** on the amount of a covered **comprehensive loss** or **collision loss** under this Part F, either party may demand an appraisal to resolve the dispute. If an appraisal demand is made, each party shall appoint a competent and impartial appraiser. Each party is responsible for paying the costs and expenses for the appraiser they appoint. The appointed appraisers will determine the amount of such **comprehensive loss** or **collision loss**. If they cannot agree, the appointed appraisers will jointly select an impartial umpire, who shall determine the amount of the **comprehensive loss** or **collision loss**. The costs associated with the impartial umpire shall be divided evenly between **you** and **us**. The decision of the appointed appraisers or umpire is binding upon **you** and **us**. No rights under this policy are waived by demanding or conducting an appraisal.

Section 9 – Other Insurance

If there is other applicable Physical Damage Coverage, **we** will pay only **our** proportionate share, consisting of the proportion that **our** limit of liability bears to the total of all applicable coverage limits.

If coverage for a **comprehensive loss** or **collision loss** exists under both this Part F and either Part E – Uninsured & Underinsured Motorist Coverage of this policy or similar coverage under another policy, **you** may choose the coverage from which compensable **damages** will be paid. **You** may recover under both coverages, but only if neither coverage alone is sufficient to fully compensate for the **property damage** and **you** pay the higher of any applicable deductible amounts. **You** will not be responsible to pay more than one deductible. Under no circumstances may **you** recover more than the actual **collision loss** or **comprehensive loss** sustained. **We** will not pay sums representing a duplication of amounts paid for the same item of damage under other coverage.

Section 10 – Additional Conditions and Limitations

1. If a particular loss is payable under either the Collision Coverage or the Comprehensive Coverage provided under this Part F, **we** will issue payment under the coverage providing the highest payment.

PART G – TOWING & LABOR COVERAGE

Section 1 – Insuring Agreement

The following coverage is subject to all of the provisions of this Part G – Towing & Labor Coverage, Part I – General Conditions and Part A -- Definitions.

If **you** pay the premium for Towing & Labor Coverage under this Part G **we** will pay the costs **you** incur for towing and labor, due to the **disablement** of a **covered disabled auto**. Our obligation under this coverage extends to a maximum of six (6) occurrences during a single six (6) month policy term.

Section 2 – Additional Definitions

The following additional definitions apply to this Part G:

1. **Covered disabled auto** means a **covered auto** for which Towing & Labor Coverage under this Part G is reflected on the **declarations page**, and which has suffered a **disablement**.
2. **Disablement** means that a **covered disabled auto** has been rendered inoperable or unsafe to operate due to one or more of the following:

- a. Mechanical or electrical breakdown.
- b. Battery failure.
- c. Lack of fuel, oil or water.
- d. Flat tire.
- e. Lockout.
- f. Entrapment within 100 feet of a public road or highway.

Section 3 – Exclusions

PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF ONE OR MORE EXCLUSIONS APPLY TO A CLAIM ASSERTED UNDER THIS PART G, NO COVERAGE WILL BE PROVIDED.

Coverage under this Part G does not apply to:

1. The cost of parts, tires, fuel, fluids, lubricants or replacement keys.
2. Installation of products, parts or materials not related to the **disablement**.
3. Installation or removal of snow chains or tires.
4. Labor not related to the **disablement**.
5. Labor exceeding sixty (60) minutes per **disablement**.
6. Towing or storage charges incurred as the result of impoundment, abandonment, illegal parking or other violation of law.
7. Towing from a service station, garage or repair shop.
8. Labor performed at a service station, garage or repair shop.
9. **Auto** storage charges.
10. A second tow or service call arising from the same **disablement**.
11. **Disablement** occurring on beaches, open fields, roads not regularly maintained, or areas designated as off-limits to vehicular traffic.
12. **Disablement** arising from an intentional act performed by or at the direction of **you, your spouse, a resident or an authorized driver**.

13. **Disablement** occurring at any residence **you, your spouse, a resident** or an **authorized driver** occupy.

Section 4 – Additional Conditions & Limitations

1. Labor performed on a **covered disabled auto** under this Part H must be performed at the place of **disablement**.

PART H – ACCIDENTAL DEATH BENEFIT

Section 1 – Insuring Agreement

The following coverage is subject to all of the provisions of this Part H – Accidental Death Benefit, Part I – General Conditions and Part A -- Definitions.

If **you** pay the premium for the Accidental Death Benefit, **we** will pay the Accidental Death Benefit Limit shown on the **declarations page** in the event of the **accidental death** of an **insured person**. No benefits are payable under this Part H until **we** have been provided with all of the following:

- a. A copy of the **insured person's** death certificate.
- b. A sworn statement from the legal representative of the **insured person's** estate, identifying all individuals eligible to receive benefits under Section 5 – Payment of Benefits.

Section 2 – Additional Definitions

The following additional definitions apply to this Part H:

1. **Accidental death** means the death of an **insured person** that meets all of the following criteria:
 - a. Is a direct result of **bodily injury** sustained in an **accident** arising from the **ownership, maintenance or use of a covered auto**.
 - b. Occurs within ninety (90) days of the date the **bodily injury** was sustained.

Accidental death does not include the death of an **insured person** who, at the time of the **accident**, was operating a **covered auto** while under the influence of alcohol, drugs or any intoxicating substance. A blood alcohol level equal to or greater than the legal

limit in the state in which the **accident** occurs constitutes “under the influence” for purposes of this provision.

2. **Insured person or insured persons** means:
 - a. **You and your spouse.**
 - b. **A resident.**
 - c. **An authorized driver.**

Section 3 – Exclusions

PLEASE READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF ONE OR MORE EXCLUSIONS APPLY TO A CLAIM ASSERTED UNDER THIS PART H, NO COVERAGE WILL BE PROVIDED.

Coverage under this Part H does not apply to an **accident** occurring, arising from or connected with any of the following circumstances:

1. While a **covered auto** is used in the course of any **business**.
2. While a **covered auto** is rented or leased to another.
3. While a **covered auto** is used for snow removal.
4. While a **covered auto** is used as a residence.
5. While a **covered auto** is used to tow anything other than a **trailer**, or is being towed by another motorized vehicle.
6. While a **covered auto** is used to transport any explosive, flammable, toxic or hazardous substance or material, whether or not such transport is undertaken for a fee or compensation. However, this exclusion does not apply to the incidental transportation of household products that are toxic, flammable, hazardous or explosive, when intended for personal household use.
7. While a **covered auto** is operated by a person listed as an excluded driver on the **declarations page**.
8. While a **covered auto** is operated by a person without valid **driving privileges**.
9. While a **covered auto** is operated in violation of any of the terms, conditions or limitations included in the authorizations described in paragraphs (b) and (c) of the definition of **driving privileges**.
10. While a **covered auto** is used by any person under circumstances that would not lead a reasonable person to believe that he or she was entitled to operate the **auto**.

11. While an **insured person** is fleeing or eluding law enforcement officials.
12. While an **insured person** is engaged in any illicit trade or transportation, or the commission of a felony.
13. For which the United States Government is liable under the Federal Tort Claims Act.
14. Any speed, racing, demolition, stunt or similar contest or exhibition. This exclusion applies whether such contest or exhibition was planned, unplanned, organized, spontaneous or otherwise. This exclusion also applies to any preparation or practice for such contest or exhibition.
15. Any declared or undeclared war, civil war, insurrection, rebellion, riot or civil unrest.
16. Any actual or threatened release, discharge or contamination of or by any radioactive, nuclear or atomic substance or reaction. This includes loss sustained by anyone insured under an atomic or nuclear energy liability policy at the time of the **accident** resulting in such release, discharge or contamination.
17. Any actual or threatened release, discharge or contamination of or by any pollutant, chemical, irritant, smoke, vapor or other noxious substance.
18. While an **insured person** is **occupying a covered auto** while being used off of public or private roads for racing, sport, rally or other recreational purposes.
19. Occurring while an **insured person** is not wearing a factory installed restraint system, consisting of a seat belt and/or lap or shoulder restraint.
20. Caused intentionally by or at the direction of an **insured person**.

Section 4 – 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**. This limit applies, regardless of the number of claims made, **covered autos, insured persons**, lawsuits brought, **autos** involved in the **accident**, premiums paid or policies issued.

At no time will **we** pay more than the Accidental Death Benefit Limit of Liability shown on the **declarations page** for the **accidental death** of each **insured person**.

Section 5 – Payment of Benefits

In the event of the **accidental death** of an **insured person** covered under this Part H, **we** will pay the Accidental Death Benefit Limit of Liability shown on the **declarations page**. Payment will be made to the following survivors of the deceased **insured person**, in the following order of priority:

1. Spouse.
2. Children, if there is no surviving spouse.
3. Parents, if there is no surviving spouse or children.
4. The estate of the deceased **insured person**, if there is no surviving spouse, children or parents.

If there are multiple surviving children or parents who are entitled to receive benefits under this section, then they shall divide the Accidental Death Benefit Limit of Liability shown on the **declarations page** in equal shares.

Section 6 – Other Insurance

The Accidental Death Benefit under this Part H is primary, and shall not reduce or be reduced by any other coverage or benefit in this policy.

PART I – GENERAL CONDITIONS

Section 1 – Your Duties In The Event Of Accident or Loss

The following specifies the important obligations **you** have under this policy if a loss arises. **Please review these carefully, as failure to fulfill these obligations may prejudice your rights under the policy.**

1. Report any **accident** or loss arising out of the **ownership**, maintenance or use of an **auto** to **us** within 24 hours, or as soon as it can be safely done. Losses may be reported 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, whether or not any insured person is at fault.**
2. When reporting an **accident** or loss, please provide the following information, to the best of **your** ability. Should **you** discover additional information after initially reporting the loss, please contact **us** with that information. The information to report includes the following:
 - a. The date, time and place of the loss.

- b.** Name, address, phone and e-mail addresses for persons involved.
 - c.** Name, address, phone and e-mail addresses for any witnesses.
 - d.** Year, Make, Model of vehicles involved, with license numbers.
 - e.** Description of how the loss occurred.
 - f.** Identification of any known injuries.
- 3. Notify the local police within 24 hours of the **accident**, or as soon as possible if one of the following circumstances applies:
 - a.** The incident involved a hit-and-run driver.
 - b.** **You** are unable to identify the **owner** or operator of an involved **auto**.
 - c.** The incident involved theft or vandalism of an **auto**.
- 4. Cooperate with **us** in any matter concerning a claim or lawsuit. This means that **you** must reply to our communications within a reasonable amount of time, provide requested information, and perform the other specified obligations.
- 5. Provide any written proof of loss that **we** may reasonably require.
- 6. Allow **us** to take signed and recorded statements, including sworn statements and statements under oath. **You** must truthfully respond to all reasonable questions **we** pose.
- 7. Promptly send **us** any legal papers **you** receive pertaining to any claim or lawsuit, even if **you** believe they do not apply to **you** or that **you** are not responsible for a loss.
- 8. Attend hearings and trials, as **we** may require.
- 9. Take reasonable steps after a loss to protect persons from the risk of injury.
- 10. Take reasonable steps after a loss to protect the **covered auto** from further loss. **We** will pay for reasonable expenses incurred in providing that protection. If **you** fail to take reasonably available measures to protect the **covered auto**, resulting addition damage will not be covered under the policy.
- 11. Allow **us** to inspect and appraise the damage to a **covered auto** or **non-owned auto** before its repair or disposal.
- 12. Submit to medical examinations by doctors **we** select when **we** reasonable require such examinations. All such examinations will be at **our** expense.

13. Sign all documents and provide any additional assistance necessary for **us** to obtain medical records, employment records or other information reasonably related to the accident or loss.

Section 2 – Our Duties In The Event Of A Claim

Our duties in the event of a claim or loss include the following:

1. Within fifteen (15) calendar days after **we** receive notice of **your** claim, **we** must do the following:
 - a. Acknowledge **our** receipt of the claim. **We** may do this verbally or in writing. However, if **we** provide a verbal acknowledgement **we** must keep a record of the date, method and content of **our** acknowledgement.
 - b. Begin investigation of the claim, to the extent required.
 - c. Advise **you** of any information or forms that **we** know **you** will be required to provide. As **our** investigation proceeds, **we** may request additional information as the need for such information becomes known.
2. After all necessary information has been obtained relevant to the nature and extent of the claim, **we** must notify **you** of our claims decision in writing within fifteen (15) business days. That communication will indicate whether **we** are accepting the claim, denying the claim, in whole or in part or need of additional time and information before making a determination of **your** claim. If **we** have reason to believe that arson is involved in the loss, **our** time to provide you with this notice is extended to a date within thirty (30) days of obtaining necessary information.
3. If **we** advise **you** that **we** are denying **your** claim, in whole or in part, **we** must provide **you** with a written statement of the reasons for the denial, with specific reference to applicable policy provisions.
4. If **we** advise **you** that **we** require additional time to make a determination of **your** claim, **we** must specify in writing why additional time is required. **We** must then provide **you** with **our** claim determination within forty-five (45) calendar days.
5. In the event the Texas Department of Insurance declares a weather-related catastrophe or other natural disaster the claim handling deadlines as stated above are extended for an additional fifteen (15) calendar days.

6. **We** must pay the undisputed portion of a claim within five (5) business days after notifying **you** of **our** acceptance of that portion of the claim. If **our** notice requires **you** to perform some action before payment is to be made, **we** must issue payment within five (5) business days after you perform that action.
7. **We** will provide **you** with written notice of any offer to compromise or settle a claim asserted against **you** under Part B – Liability to Others. That notice will be provided within ten (10) days of the date the offer is made.
8. **We** will notify **you** in writing within thirty (30) days of any actual settlement of a claim asserted against **you** under Part B – Liability to Others.

Section 3 – Policy Period & Territory

This policy applies only to **accidents** and other covered losses that occur during the policy period specified in the **declarations page**. If the policy is canceled or otherwise terminated prior to the expiration of the policy period specified in the **declarations page**, this policy applies only to **accidents** and other covered losses that occur prior to the effective date and time of cancellation or termination.

Unless expressly provided otherwise by specific endorsement to this policy, this policy applies only to **accidents** or losses occurring within any state or possession of the United States of America or any province of Canada. It also applies while a **covered auto** is being transported between ports located in any such state, possession or province.

Section 4 – Policy and Coverage Changes

Your policy consists of this policy form, **your** insurance application, the **declarations page** and any endorsements or amendments reflected on the **declarations page**. As such, **your** policy contains all of the agreements between **you** and **us**. Its terms may not be changed except by an endorsement issued by **us**. Only **you** may request any changes that require the execution of a legally required form in order to make a change in the policy or coverages. All other changes to the policy may be requested by **you** or **your spouse**. **We** must approve in advance any policy change that increases our risk or liability.

If **we** make a change to the terms of this policy form which broadens any coverage **you** have under this edition of the policy form, **you** will receive the broadened coverage without any additional charge. The broadened coverage will apply as of the date the coverage change becomes effective in **your** state. This provision does not apply to a general program revision or our issuance of a subsequent edition of **your** policy form.

We have relied upon the information **you** provided to **us** in determining the level of risk involved in issuing this policy. We also relied upon this information in determining the appropriate fees, premiums, discounts and surcharges applicable to the policy. This information is material to **our** decision to issue the policy upon the terms provided. **You** accordingly agree to assist **us** in verifying any information provided to **us**, and to promptly advise **us** of any information that is incorrect. If incorrect information was provided, **we** may adjust **your** premium or take other action in accordance with applicable law.

You agree to promptly notify **us** when:

1. An **insured person** changes his or her address.
2. Any **resident** is added or deleted.
3. An **insured person's** marital status changes.
4. A **covered auto** is sold or otherwise disposed of.
5. An **additional vehicle** or **replacement vehicle** is acquired.
6. **You, your spouse, any resident, or any authorized driver** obtains or loses **driving privileges**.

Section 5 – Multiple Policies

If two or more policies issued to **you** by **us** provide coverage for 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. Stacking of coverages or policies is not permitted, even though multiple premiums have been paid.

Section 6 – Transfer and Conformance to Statute

In the event of **your** death, this policy will provide coverage for **your** legal representative, while acting in that capacity, and for other persons covered under this policy the as of the date of **your** death. Such coverage will extend until the expiration of the policy term, providing that all conditions of the policy have been met, including, but not limited to, the payment of premium. Otherwise, this policy may not be transferred or assigned to another person or entity without **our** prior written consent.

If any provision of this policy fails to conform to the legal requirements of the state in which this policy is issued, such provision shall be deemed amended to conform to such legal requirements. All other provisions of the policy shall be given full force and effect. Any disputes

as to the provisions of this policy shall be governed by the law of the state in which it was issued.

Section 7 – Fraud or Misrepresentation

We may void this policy as of its inception if **you, your spouse** or any other person insured under this policy made misrepresentations of material facts with respect to this policy or any claim presented under this policy. This applies whether the representation was made in the policy application or otherwise. It also applies to active material misrepresentation, concealment or fraudulent conduct. **We** may similarly deny any fraudulent claim, or a claim asserted under a policy voided due to material misrepresentation or fraud. We may seek reimbursement of any sums paid prior to the discovery of the material misrepresentation or fraud.

Section 8 – Cancellation

You may cancel this policy by calling or writing **us**, stating the future date and time **you** wish cancellation to become effective.

If this policy has been in effect for less than sixty (60) days, **we** may cancel this policy for any reason, upon providing **you** with ten (10) days advance written notice of cancellation, including the reason for that cancellation. **We** may also cancel this policy at any twelve (12) month anniversary of the original effective date of the policy, upon providing **you** with thirty (30) days advance written notice of cancellation, including the reason for that cancellation. We may not cancel this policy based solely on the fact that an **insured person** is an elected official. Otherwise, once this policy has been in effect for sixty (60) days or longer, or is a renewal, **we** may only cancel this policy for one or more of the following reasons, upon providing **you** with ten (10) days advance written notice of cancellation, including the reason for that cancellation:

1. Failure to pay any portion of the premium when due;
2. Submission of a fraudulent claim;
3. A determination by the Department of Insurance that continuation of the policy would represent a violation of the Texas Insurance Code or any other law governing the business of insurance in the State of Texas;
4. The suspension or revocation of the driver's license or motor vehicle registration of the **named insured**, any motor vehicle operator who resides in the same household as the named insured, or any other customary operator of a **covered auto, additional vehicle** or **replacement vehicle**. However, **we** will not cancel this policy for this reason if **you**

consent to an endorsement terminating all coverage under this policy as to the individual(s) whose license or registration has been suspended or revoked.

Section 9 – Cancellation Refund

Upon cancellation, **you** may be entitled to a premium refund. **Our** making or offering a refund is not a condition of cancellation. If this policy is canceled, any refund due will be computed on a daily pro-rata basis, and will be issued within fifteen (15) business days after the effective date of cancellation

Section 10 – Nonrenewal

We may non-renew this policy by providing you with thirty (30) days advance written notice of **our** intent to non-renew, and the reason for that non-renewal. If the original **policy period** specified in the **declarations page** of this policy is less than one (1) year, **we** may only elect to non-renew as of each annual anniversary of the original effective date. We may not non-renew this policy based solely on the fact that an **insured person** is an elected official.

Section 11 – Automatic Termination

Coverage under this policy for a **covered auto** will automatically terminate at the following times:

1. As of the date a person other than **you, your spouse** or a **resident** becomes the **owner** of that **covered auto**.
2. As of the effective date of any other motor vehicle insurance policy covering that **covered auto**.
3. As of the effective date of any installment or conditional sales agreement applicable to the **covered auto**. For purposes of this provision, the effective date of such an agreement is the date that possession of the **covered auto** is transferred to someone other than **you, your spouse** or a **resident**.
4. As of the expiration date set forth on the **declarations page** if the garaging address for that **covered auto** or the address of the **named insured**, as set forth on the **declarations page** at the inception of this policy, change to location outside the state in which the policy was issued.
5. As of the policy expiration date set forth on the **declarations page**, if **you** do not accept an offer of renewal of this policy.

Section 12 – Legal Action Against Us

No suit may be maintained against **us** unless there has been full compliance with all terms and conditions of the policy. Any suit alleging **our** breach of the terms and conditions of this policy must be filed within the statute of limitations prescribed for filing claims for bodily injury in the state in which this policy was issued.

We may not be sued for payment under Part B – Liability to Others, until the obligation of an **insured person** to pay **damages** is determined by final judgment or by written agreement between the **insured person**, the claimant and **us**. **We** may not be made a party to a lawsuit to determine the liability of an **insured person**.

Any lawsuit seeking recovery under Part E – 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 use as evidence in any civil or criminal proceeding.

Section 13 – Our Right To Recover Payment

If **we** make any payment under the terms of this policy, **we** are entitled to all rights of recovery held by the applicable **insured person** at the time the payment was made to them. That **insured person** must execute any documents and perform any other acts necessary in order to assist **us** in exercising those rights of recovery. They must also refrain from committing any act that would prejudice those rights.

We may not assert rights of recovery under Part C – Personal Injury Protection Coverage, or against any person using a **covered auto** with **your** express or implied permission for any payments made under Part F – Physical Damage Coverage.

When an **insured person** has received payment from **us** under this policy, and also recovers from another individual or entity, the amount so recovered shall be held in trust by the **insured person** for our benefit. **We** shall be reimbursed to the extent of our payment. **We** may not assert a right of recovery against any sums obtained from the insurer of an **underinsured motor vehicle**.

If an **insured person** makes a recovery, obtains a judgment or enters into a settlement with any responsible party or that party's insurer, without **our** prior written consent, that **insured person** shall have no right of recovery under this policy.

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

Mark D. Le Master, Secretary

Safe Auto Insurance Company
Corporate Office:
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Columbus, Ohio 43219
(614) 231-0200
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1(800) 723-3288

FORM TX1010/1215