

Robert B. Carey (SBN 011186)
John M. DeStefano (SBN 025440)
HAGENS BERMAN SOBOL SHAPIRO LLP
11 West Jefferson Street, Suite 1000
Phoenix, Arizona 85003
Telephone: (602) 840-5900
Facsimile: (602) 840-3012
Email: rob@hbsslaw.com
Email: johnd@hbsslaw.com

Evan Goldstein (SBN 011866)
GOLDSTEIN WOODS & ALAGHA
706 E Bell Rd., Ste. 200
Phoenix, AZ 85022
Telephone: 602.569.8200
Email: egoldstein@gwalawfirm.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Taylor Doyle, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

Pekin Insurance Company,

Defendant.

Case No. 2:22-cv-00638-JJT

**SECOND AMENDED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION.....	1
II. PARTIES.....	2
III. JURISDICTION AND VENUE.....	2
IV. GENERAL ALLEGATIONS AS TO ARIZONA LAW	3
V. PEKIN IMPROPERLY REFUSES TO DISCLOSE AND STACK DOYLE’S COVERAGE	5
VI. CLASS ACTION ALLEGATIONS.....	12
FIRST CLAIM FOR RELIEF (DECLARATORY JUDGMENT).....	15
SECOND CLAIM FOR RELIEF (BREACH OF CONTRACT)	15
THIRD CLAIM FOR RELIEF (BAD FAITH AS TO THE CLASS).....	16
FOURTH CLAIM FOR RELIEF (INDIVIDUAL DAMAGES FOR BAD FAITH)	18
PRAYER FOR RELIEF	18

I. INTRODUCTION

1. Under Arizona law, auto insurers must permit their customers to stack policies or coverages for uninsured and underinsured (“UM/UIM”) motor vehicle accident claims, unless the insurer employs one of two easy methods to avoid stacking – either (1) including a “statement” in the policy “inform[ing]” the insured of her “right to select one policy or coverage” as “applicable to any one accident,” or (2) sending the insured, within thirty days of being notified of the accident, written notice of her “right to select one policy or coverage.” A.R.S. § 20-259.01(H). Here, the insurer did neither.

2. “Stacking” refers to “when an insured obtains coverages for several vehicles and then attempts to claim multiple [UM or] UIM coverages for the same accident.” *Am. Family Mut. Ins. Co. v. Sharp*, 277 P.3d 192, 196 ¶ 15 (Ariz. 2012).¹ Because UM/UIM coverage is a personal coverage—despite being associated with a vehicle—it covers the person, not the vehicle. When there are multiple vehicles, multiple UM/UIM coverages can exist, and those coverage limits can be added together to provide “stacked” benefits for a single claim. In other words, each separate coverage limit can be accessed to provide benefits for the same covered loss. When stacking coverages, the coverage limit is determined by adding together the UM/UIM benefits limits available under each vehicle’s UM/UIM coverage.

3. When an insured is injured, insurance companies have a duty to find coverage for the insured, to identify available coverages and limits, to inform the insured accurately about available coverages and benefits, to reasonably investigate the claim, to construe the policy in accordance with known law, treat its insured fairly and reasonably,

¹ See also *Rashid v. State Farm Mut. Auto. Ins. Co.*, 162, Ariz. 270, 272 n.2, 787 P.2d 1066, 1068 n.2 (1990) (defining “stacking” as “combin[ing] the coverages of a single policy or multiple policies issued by a single insurer”); *State Farm Mut. Auto. Ins. Co. v. Arrington*, 192 Ariz. 255, 258-60, 963 P.2d 334, 337-39 (App. 1998) (stacking occurs when “all available policies are added together to create a larger pool from which the injured party may draw in order to compensate him for his actual loss where a single policy is not sufficient to make him whole;” the insureds’ “benefit of the bargain is the cumulative UIM limit . . . Thus, when their damages are higher than the limits of one policy, the other policies can be tapped to make up the difference”) (internal quotations omitted).

1 give the insured's interests equal consideration, and not conceal or misrepresent pertinent
2 policy provisions, benefits or coverages.

3 4. In handling UM/UIM claims for its customers with multiple covered
4 vehicles, Defendant Pekin Insurance Company ("Pekin") has breached all of these duties
5 as well as the policies themselves. As a matter of standard policy and practice, Pekin
6 applied just a single UM/UIM coverage limit to each class member's claim even though
7 Pekin neither inserted the statutorily-required "right to select" statement in its policies, nor
8 advised class members of that right by letter. Pekin, therefore, was responsible for stacking,
9 and for disclosing and providing UM/UIM coverage up to the stacked limits required by
10 Arizona law and the policies but failed to do so. Having failed to utilize either anti-stacking
11 option permitted by Arizona law and having failed to disclose the existence of stacked
12 coverages to its insureds, Pekin breached its contractual and legal duties to its customers
13 and failed to adjust their claims properly.

14 5. Plaintiff Taylor Doyle, an insured under Pekin policy number 005020575,
15 brings this action pursuant to (a) 28 U.S.C. § 2201 & 2202 for a declaratory judgment
16 regarding her rights and the rights of the Class under their Pekin auto insurance policies
17 ("the Pekin Policy" or "the Pekin Policies") and (b) state law based on diversity
18 jurisdiction.

19 II. PARTIES

20 6. Plaintiff Taylor Doyle is a resident and citizen of Arizona.

21 7. Defendant Pekin is an insurance company incorporated under the laws of
22 Illinois, with its principal place of business in Illinois.

23 III. JURISDICTION AND VENUE

24 8. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a) because the
25 amount in controversy (including the value of both the disputed claim for \$50,000 in
26 stacked coverage and attorneys' fees incurred to date) exceeds \$75,000, exclusive of costs
27 and interest, and Plaintiff and the Defendant are citizens of different states. This Court also
28 has jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d),

1 because the proposed Class consists of 100 or more members; the amount in controversy
 2 exceeds \$5,000,000, exclusive of costs and interest, and minimal diversity exists. Plaintiff
 3 is a citizen of Arizona, and Pekin is a citizen of Illinois (where it is incorporated and has
 4 its principal place of business).

5 9. Venue is proper pursuant to 28 U.S.C. § 1391 in that a substantial part of the
 6 events giving rise to claims arising from this Incident described herein occurred within this
 7 District and the Pekin Policies were issued in this District.

8 10. Whenever it is alleged in this Complaint that Pekin did any act or thing, it is
 9 meant that Pekin and its agents, officers, servants, employees or representatives did such
 10 act or thing and at the time such act or thing was done, it was done with full authorization
 11 or ratification of Pekin or was done in the normal and routine course and scope of business,
 12 or with the actual, apparent and/or implied authority of Pekin and its officers, agents,
 13 servants, employees or representatives. Specifically, Pekin is liable for the actions of its
 14 affiliates, officers, agents, servants, employees and representatives.

15 **IV. GENERAL ALLEGATIONS AS TO ARIZONA LAW**

16 11. Arizona's statute governing uninsured motorist ("UM") and underinsured
 17 motorist ("UIM") coverages (collectively "UM/UIM coverages") is A.R.S. § 20-259.01. It
 18 requires auto insurers to offer UM and UIM coverage on each insured vehicle and governs
 19 the terms of that coverage.

20 12. Insurance policy provisions that diverge from the explicit terms of A.R.S. §
 21 20-259.01 are void. *See, e.g., Cundiff v. State Farm Mut. Auto. Ins. Co.*, 217 Ariz. 358, 174
 22 P.3d 270 (2008); *Am. Family Mut. Ins. Co. v. Sharp*, 229 Ariz. 487, 277 P.3d 192 (2012).
 23 The statute has "a remedial purpose and must be construed liberally in favor of coverage."
 24 *Sharp*, 229 Ariz. at 492, 277 P.3d at 197, quoting *Taylor v. Travelers Indem. Co. of*
 25 *Am.*, 198 Ariz. 310, 9 P.3d 1049 (2000).

26 13. Subsection (H) of A.R.S. § 20-259.01, as amended in 1997, allows insurers
 27 to draft their policies to prohibit stacking of UM/UIM coverages but prescribes a strict
 28 method for doing so. Insurers wishing to prohibit stacking must either draft the policy to

1 “contain a statement that informs the insured of the insured’s right to select one policy or
2 coverage as required by this subsection,” or absent such policy language, “within thirty
3 days after the insurer receives notice of an accident, . . . notify the insured in writing of the
4 insured’s right to select one policy or coverage.” A.R.S. § 20-259.01(H).

5 14. “Subsection (H) is not self-executing; insurers must include policy language
6 incorporating its limitations.” *Hanfelder v. GEICO Indem. Co.*, 244 Ariz. 475, 422 P.3d
7 579 (App. 2018).

8 15. The phrase “multiple policies or coverages” in Subsection (H) applies only
9 “when an insured obtains coverages for several vehicles and then attempts to claim multiple
10 [UM or] UIM coverages for the same accident.” *Sharp*, 229 Ariz. at 491, 277 P.3d at 196.

11 16. “Subsection (H) is not exclusively limited to circumstances where multiple
12 policies exist—it applies to ‘multiple policies or coverages.’” *Hoelbl v. GEICO*, No. 1 CA-
13 CV 11-0703, 2012 WL 5589909 (Ariz. App. Nov. 15, 2012), *review denied* (Apr. 23,
14 2013); *see also GEICO v. Tucker*, 71 F. Supp. 3d 985 (D. Ariz. 2014) (following *Hoelbl*,
15 and explaining that for applying subsection (H) “it did not matter if those multiple vehicles
16 were covered by the same policy or separate policies.”).

17 17. Under Subsection (H), “[f]ailure to notify an insured of his right to select
18 which policy should apply in an anti-stacking provision in writing, either in the policy itself
19 or within 30 days of any claim, prevents an insurer from limiting [stacking] coverage under
20 Arizona law.” *Schwallie v. Am. Family Mut. Ins. Co.*, No. CV-12-00681-PHX, 2013 WL
21 4478697 (D. Ariz. Aug. 20, 2013) (denying insurer’s effort to avoid stacking UIM
22 coverages).

23 18. Inherent and implied in every insurance contract in Arizona is a covenant of
24 good faith and fair dealing owed to Plaintiff. Under the contractual covenant of good faith
25 and fair dealing, an insurer must deal fairly with an insured, giving in all matters equal
26 consideration to the insured’s interests. *See, e.g., Rawlings v. Apodaca*, 151 Ariz. 149, 156-
27 57, 726 P.2d 565, 572-73 (1986).

19. The contractual covenant of good faith and fair dealing also includes, among other things, an obligation to inform the insureds about the extent of coverage and their rights under the policies and to do so in a way that is not misleading.²

V. PEKIN IMPROPERLY REFUSES TO DISCLOSE AND STACK DOYLE'S COVERAGE

20. On September 27, 2020, at approximately 12:30 p.m., Joshua Pearson was driving a 2005 Honda Accord on Happy Valley Road westbound toward the I-17 in Phoenix. Mr. Pearson was driving at a high rate of speed. Instead of looking at the road, he was looking down.

21. In front of Mr. Pearson, Plaintiff was operating her 2016 Kia Sorento, VIN 5XYPG4A53GG001952 ("the Sorento") on Happy Valley Road westbound toward the I-17 in Phoenix, Arizona when traffic in front of her began to slow.

22. Plaintiff brought the Sorento to a complete and safe stop.

23. After Plaintiff was stopped, Mr. Pearson rear-ended Plaintiff's vehicle.

24. Mr. Pearson admitted he was looking down at the time of the accident and did not pay proper attention to the road or stop his vehicle to avoid the collision.

25. Mr. Pearson was negligent in causing the accident, and he was the sole cause of the accident.

26. The force of the impact was severe and caused significant injuries to Plaintiff.

27. Plaintiff was wearing a seatbelt at the time of the accident.

² See, e.g., Arizona Administrative Code § 20-6-801(D)(1) ("No insurer shall fail to fully disclose to first party claimants all pertinent benefits, coverages or other provisions of an insurance policy or insurance contract under which a claim is presented."); *Nardelli v. Metro. Grp. Prop. and Cas. Ins. Co.*, 230 Ariz. 592, 603, 277 P.3d 789, 800 (App. 2012); *Sarchett v. Blue Shield of Cal.*, 233 Cal. Rptr. 76, 84-86, 729 P.2d 267, 275-77 (1987) ("important facet" of duty of equal consideration is "the duty reasonably to inform an insured of the insured's rights and obligations under the insurance policy"); *State Farm Mut. Auto. Ins. Co. v. Shuman*, 175 Ind. App. 186, 370 N.E.2d 941 (1977) (sustaining punitive damages when insurer attempted to induce estate of insured decedent to settle claim without disclosing or explaining all benefits and estate representative "lacked the education and experience to understand the policy terms on her own").

1 28. Among other things, Plaintiff sustained or severely aggravated two herniated
2 discs at C5-C6 and C6-C7. To relieve her pain, Plaintiff needed several medical
3 procedures, including epidurals and a nerve block.

4 29. Plaintiff is still in constant pain because of the injuries she sustained in the
5 accident. Among other things, Plaintiff suffers from neck pain that radiates to her hands.
6 She is not able to work out, run, or do the normal daily activities that she was accustomed
7 to prior to the accident. Plaintiff also suffers from a reduced range of motion.

8 30. To date, Plaintiff has incurred over \$223,537 in medical bills as a result of
9 her injuries suffered in the accident.

10 31. At the time of the accident, Mr. Pearson was insured under an American
11 Family Insurance auto policy with \$50,000 in per-person bodily injury liability coverage.
12 American Family Insurance tendered and Plaintiff accepted this policy limit.

13 32. Plaintiff's damages are significantly greater than \$50,000.

14 33. Given the severity of Plaintiff's injuries from the accident, Mr. Pearson was
15 underinsured as to Plaintiff. *See* A.R.S. § 20-259.01(G).

16 34. To protect herself and other insureds in the event a tortfeasor was uninsured
17 or underinsured, Plaintiff purchased UIM insurance through Pekin. At the time of loss,
18 Plaintiff was insured under a Pekin auto insurance policy (Copy of Policy No. 005020575,
19 attached as Exhibit 1). The Pekin Policy insured two vehicles: the Sorento and a 2012
20 Nissan Frontier, VIN 1N6AD0ER6CC445262. Each vehicle's coverage provided Plaintiff
21 with UIM benefits of \$100,000 per person, \$300,000 per accident.

22 35. Plaintiff's damages attributable to Mr. Pearson's fault exceed the combined
23 amount of Mr. Pearson's bodily injury liability coverage and the stacked UIM coverages
24 on the two vehicles insured under the Pekin Policy.

1 36. In the Pekin Policy, Pekin agreed to pay as follows:

2 We will pay compensatory damages which an
3 "insured" is legally entitled to recover from the
4 owner or operator of an "uninsured motor
5 vehicle" because of "bodily injury":

- 6 1. Sustained by an "insured"; and
- 7 2. Caused by an accident.

8 37. On August 27, 2021, Plaintiff, through her counsel, sent Pekin an email
9 providing documentation of Plaintiff's UIM claim and damages, and stating in relevant
10 part: "Please provide a copy of the dec page and please process the medpay claim and UIM
11 claim." Exhibit 2.

12 38. After follow-up emails, Pekin responded, in relevant part: "We'll start
13 reviewing these." *Id.*

14 39. After additional follow-up emails, on November 2, 2021, Pekin responded,
15 in relevant part: "We are tendering our Underinsured Motorist Bodily Injury coverage of
16 \$100,000 for Taylor Doyle." *Id.*

17 40. Plaintiff, through counsel, responded the same day, stating in relevant part:
18 "Please tender the **applicable limits** to us . . ." *Id.* (emphasis added). No settlement
19 agreement or release was presented or executed.

20 41. Pekin tendered only \$100,000. Thereafter, Plaintiff, through counsel,
21 requested a certified copy of the Pekin policy, but Pekin only provided an uncertified copy.
22 Pekin stated a certified copy was on order and would be sent.

23 42. On February 23, 2022, Plaintiff, through counsel, sent an email to Pekin
24 stating: "My client has two policies with UM/UIM coverage. Please disclose available
25 UM/UIM coverages and limits applicable to this incident." Exhibit 3.

26 43. On February 28, 2022, Pekin responded, in relevant part: "We settled this
27 UIM last year. Is there something else you need? If you have policy numbers to reference,
28 I can look them up." *Id.*

1 44. After Plaintiff provided the Pekin policy number, on February 28, 2022,
2 Pekin responded: “That is the same policy for this claim.” *Id.*

3 45. On February 28, 2022, Plaintiff, through counsel, followed up with Pekin
4 stating: “Please confirm your position that there are no other UIM coverages or benefits
5 available for this loss under this policy.” *Id.*

6 46. On February 28, 2022, Pekin responded, in relevant part: “That is correct.”
7 *Id.*

8 47. The Pekin Policy under which Plaintiff was insured is Pekin’s standard form
9 Policy.

10 48. The Pekin Policy fails to include a statement informing the insureds of their
11 right to select one policy or coverage as applicable to any one accident.

12 49. The Pekin Policy does not comply with A.R.S. § 20-259.01(H) because (a)
13 it does not limit the UM/UIM coverage on each covered vehicle so that only one policy or
14 coverage, selected by the insured, shall be applicable to any one accident, and (b) it does
15 not inform the insured of their right to select one UM/UIM coverage, as between multiple
16 vehicles insured under the Policy, in the event of a covered accident. It merely states that
17 the limit of liability for Underinsured Motorist Coverage is “shown in the Declarations”:
18

19 **LIMIT OF LIABILITY**

20 A. The limit of liability shown in the Declarations
21 for each person for Uninsured Motorists
22 Coverage is our maximum limit of liability for all
23 damages, including damages for care, loss of
24 services or death, arising out of "bodily injury"
25 sustained by any one person in any one
26
27
28

accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

50. Similarly, the Declarations Page lists two separate policy limits and purports to prohibit stacking but fails to include language giving the policyholder the right to select one policy or coverage in accordance with Arizona law. It states, "The limit of liability applies separately for each vehicle. Where there are multiple vehicles on the policy, stacking of any limits of liability among the vehicles is not allowed":

COVERAGES								
The coverages listed below apply separately for each vehicle and are provided only where a premium or INCL (abbreviation for included) is shown. The limit of Liability applies separately for each vehicle. Where there are multiple vehicles on the policy, stacking of any limits of liability among the vehicles is not allowed.								
VEH.	BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY	MEDICAL PAYMENTS	UNINSURED MOTORISTS	UNDERINSURED MOTORISTS	OTHER THAN COLLISION	COLLISION	UNIT PREMIUM
	EACH PERSON/ EACH ACCIDENT (IN THOUSANDS)	EACH ACCIDENT	EACH PERSON	EACH PERSON/ EACH ACCIDENT (IN THOUSANDS)	EACH PERSON/ EACH ACCIDENT (IN THOUSANDS)	ACTUAL CASH VALUE (LESS DEDUCTIBLE SHOWN)	ACTUAL CASH VALUE (LESS DEDUCTIBLE SHOWN)	
POLICY LIMITS	100/300	100,000	5,000	100/300	100/300			
001	\$201.00	\$146.00	\$24.00	\$11.00	\$70.00	1,000 DED \$86.00	1,000 DED \$159.00	\$697.00
002	\$217.00	\$166.00	\$27.00	\$22.00	\$79.00	1,000 DED \$183.00	1,000 DED \$221.00	\$915.00

51. Pekin also did not, within thirty days of being notified of the accident at issue here, send any insured under the Policies, including Plaintiff, any written notice of their right to select one policy or coverage.

1 52. As a general practice, Pekin does not advise its insureds in writing within 30
2 days after Pekin received notice of the accident, of their right to select one UM/UIM policy
3 or coverage to apply to the accident under the Pekin Policies.

4 53. These were simple options – informing the insureds of their rights in the
5 policies themselves or by written notice after the accidents – only one of which Pekin was
6 required to take if it wanted to avoid stacking the UM/UIM coverages on the vehicles
7 covered under the Pekin Policies.

8 54. Pekin, having failed to avail itself of either option under Arizona law, must
9 stack the UM/UIM coverages for multiple vehicles insured under the Pekin Policies.

10 55. Pekin never disclosed or provided stacked UIM coverages to Plaintiff Doyle.
11 Pekin, therefore, has denied Plaintiff Doyle benefits to which she is entitled under the
12 Policy and Arizona law.

13 56. As a general practice, Pekin does not disclose or provide stacked UM/UIM
14 coverages to its insureds under the Pekin Policies after a covered accident.

15 57. Pekin knew or should have known that its policy interpretation and failures
16 to disclose and pay stacked UM/UIM coverages violated Arizona law.

17 58. Pekin knew of the requirements of A.R.S. § 20-259.01(H), which have been
18 in place since 1997.

19 59. Pekin chose not to comply with those requirements.

20 60. Many other Arizona auto insurers (e.g., Farmers, Bristol West, Progressive,
21 USAA, State Farm, GEICO, Auto Owners and United) have drafted their auto policies
22 (including single and multi-vehicle policies) to notify their insureds in writing of the right
23 to select which policy or coverage will apply.³ For example, the Bristol West policy
24 provides:

25 The limit of liability under this Part C is not increased if more
26 than one vehicle is covered under this policy.

27
28 ³ See policy excerpts attached as 4.

1 In no event shall the limit of liability for two or more motor
2 vehicles or two or more policies be added together, combined,
3 or stacked to determine the limit of insurance coverage
4 available as Uninsured Motorist Coverage or Underinsured
5 Motorist Coverage benefits.

6 If multiple policies or coverages purchased from us by an
7 insured person on different vehicles provide Uninsured
8 Motorist Coverage or Underinsured Motorist Coverage to an
9 accident or claim, then the insured person shall select one of
10 these policies or coverages to apply. Only one coverage
11 selected by the insured person shall apply.

12 61. Other insurers (*e.g.*, Safeco) notify their insureds in writing of the right to
13 select which policy or coverage will apply, by letter within 30 days after notice of an
14 accident. *See* Exhibit 5 attached.

15 62. Pekin knew or should have known of the efforts by other Arizona auto
16 insurers to comply with A.R.S. § 20-259.01(H).

17 63. Pekin chose not to follow those practices.

18 64. Pekin failed, as to Plaintiff and the Class, to investigate, identify,
19 acknowledge, and disclose the existence of stacked UM/UIM coverages under their Pekin
20 Policies.

21 65. On information and belief, Pekin willfully failed to investigate and inform
22 itself and its insureds of Arizona law on stacked UM/UIM coverages, or alternatively, it
23 disregarded legal advice it received, as to Plaintiff and the Class.

24 66. Pekin failed to pay Plaintiff and the Class stacked UM/UIM coverages to
25 which they were entitled.

26 67. Pekin and its agents failed to investigate, identify, acknowledge, and disclose
27 stacked UM/UIM coverages under the Pekin Policies, pursuant to the Arizona
28 Administrative Code § 20-6-801(D)(1) and (D)(2).

68. Pekin's failures are both unreasonable and in conflict with well-established
Arizona law.

69. Pekin's failures also violate its duty to find coverage, to conduct a reasonable investigation of the claim, and disclose and not to misrepresent pertinent policy provisions.

70. Pekin's unreasonable and unlawful refusal to investigate, identify, acknowledge, disclose, and pay stacked UM/UIM coverages has led to underpaying UM and UIM claims, and thus to Pekin paying millions of dollars less for UM and UIM claims than its insureds are entitled to under the terms of their standardized policies.

VI. CLASS ACTION ALLEGATIONS

71. This action is brought and may properly be maintained as a class action, as it satisfies the numerosity, commonality, typicality, and adequacy requirements of Federal Rule of Civil Procedure 23. Plaintiff brings all claims herein individually and as a class action (for the class defined below), pursuant to Rule 23.

72. The class consists of the following:

All insured persons under one or more Pekin Policies issued in Arizona to the same purchaser covering them for multiple vehicles at the time of a covered loss who, from the earliest allowable time to the date judgment enters, received UM/UIM benefits in an amount equal to the limits of only one of the UM/UIM coverages under the applicable policy or policies where the purchaser was not notified in writing by Pekin within thirty days after it received notice of the accident of the purchaser's right to select one policy or coverage.

73. While the exact number of members cannot be determined, the class consists at a minimum of hundreds of persons located throughout Arizona. The members of the class are therefore so numerous that joinder of all members is impracticable. The exact number of class members can readily be determined by documents produced by Pekin.

74. There are questions of fact and law common to the class, including the following:

- i. Whether the Pekin Policy complies with Subsection (H) of A.R.S. § 20-259.01, allowing Pekin to preclude stacking;
- ii. Whether Pekin failed to send timely notice to its insureds after an accident of their right to select one UM/UIM policy or coverage;

- 1 iii. Whether Pekin concealed or failed to investigate,
2 identify, acknowledge, and disclose the existence of
3 stacked UM/UIM coverages under the Pekin Policies;
- 4 iv. Whether Pekin failed to stack UM/UIM policies or
5 coverages;
- 6 v. Whether, through the foregoing practices, Pekin
7 breached its contracts with its insureds;
- 8 vi. Whether, through the foregoing practice, Pekin
9 breached the implied covenant of good faith and fair
10 dealing and violated statutes governing unfair claims
11 settlement practices including A.R.S. § 20-461, and
12 Arizona Administrative Code § 20-6-801(D)(1) and
13 (D)(2);
- 14 vii. Whether, through the foregoing practices, Pekin caused
15 and will continue to cause harm to its insureds;
- 16 viii. Whether Pekin is obligated to search or reopen its
17 closed claim files to identify, adjust and pay stacked
18 UM or UIM benefits it owes under Arizona law;
- 19 ix. Whether Plaintiff and the Class are entitled to
20 declaratory relief;
- 21 x. Whether Pekin has an unlawful practice of attempting
22 to evade and discourage any subsequent requests for
23 stacked limits by requesting the insured sign a release
24 of all claims in exchange for the payment;
- 25 xi. Whether Pekin's above-referenced conduct as to the
26 Class warrants an award of compensatory damages;
- 27 xii. Whether Pekin's above-referenced conduct as to the
28 Class warrants an award of punitive damages; and
- xiii. Whether Plaintiff and the class are entitled to an award
 of attorney's fees.

75. Plaintiff has the same interests in this matter as all other members of the class, and her claims are typical of those of all members of the class. Plaintiff's claims are coincident with and not antagonistic to those of other class members she seeks to represent. Plaintiff and all class members have been harmed by Pekin's common course of conduct as outlined herein. The harm to each class member was caused by Pekin's wrongful conduct.

1 76. Plaintiff is committed to pursuing this action and has retained competent
2 class counsel experienced in insurance litigation and class action litigation. Plaintiff will
3 fairly and adequately represent the interests of the class members.

4 77. Class certification is appropriate under Federal Rule of Civil Procedure
5 23(b)(1)(A) because separate actions by individual class members would create a risk of
6 inconsistent or varying adjudications with respect to individual class members that would
7 establish incompatible standards of conduct for the party opposing the class.

8 78. Class certification is appropriate under Federal Rule of Civil Procedure
9 23(b)(2) because Pekin's actions are generally applicable to the class as a whole, and
10 Plaintiff seeks, inter alia, equitable remedies with respect to the class as a whole.

11 79. Class certification is appropriate under Federal Rule of Civil Procedure
12 23(b)(3) because the questions of law or fact common to class members predominate over
13 any questions affecting only individual members, and a class action is superior to other
14 available methods for fairly and efficiently adjudicating the controversy.

15 80. Class certification is appropriate under Federal Rule of Civil Procedure
16 23(c)(4) because resolution of a key fact issue common to the Class—did Pekin's conduct
17 constitute bad faith under Arizona law—will materially advance the litigation.

18 81. Absent a class action, most of the members of the class will remain ignorant
19 of their rights and/or find the cost of litigating their claims prohibitive. Therefore, they will
20 have no effective remedy. The class treatment of common questions of law and fact
21 conserves the resources of the courts and the litigants and promotes consistency and
22 efficiency of adjudication. Pekin has concealed, failed to disclose or misled class members
23 about their rights and those class members will remain ignorant of their potential claims
24 against Pekin unless court-supervised notice is ordered.

25 82. Plaintiff will fairly and adequately represent and protect the interests of the
26 Class. Plaintiff has retained counsel with substantial experience in prosecuting complex
27 litigation and class actions involving the insurance industry. Plaintiff and her counsel are
28 committed to vigorously prosecuting this action on behalf of other respective Class

1 members and have the financial resources to do so. Neither Plaintiff nor their counsel have
2 any interests adverse to those of other members of the Class.

3 **FIRST CLAIM FOR RELIEF**
4 **(DECLARATORY JUDGMENT)**

5 83. Plaintiff incorporates by reference all prior allegations in this Complaint as
6 if fully set forth herein.

7 84. Plaintiff and the Class have standing to seek this relief because there is an
8 actual controversy between the parties as to the proper interpretation and enforceability of
9 the Pekin Policies under Arizona law, the application of A.R.S. § 20-259.01(H) to this case,
10 Pekin's obligation to disclose the existence of stacked UM/UIM policies or coverages, and
11 whether Plaintiff and the Class are entitled to stack UM/UIM policies or coverages for
12 multiple insured vehicles.

13 85. Under the circumstances, Plaintiff and the Class are entitled to a judicial
14 declaration of their rights under the Pekin Policies, specifically that they are entitled to
15 stack UM/UIM policies or coverages for multiple insured vehicles under the Pekin Policies,
16 and that Pekin was required to disclose the existence of stacked coverages to them, and that
17 Pekin was required to search and reopen its closed claim files to identify, adjust and pay
18 stacked UM or UIM benefits once it knew its Pekin Policies and its practices did not allow
19 it to preclude stacking under Arizona law.

20 86. This claim arises out of contract and Plaintiff and the Class therefore are
21 entitled to attorney's fees under A.R.S. § 12-341.01.

22 **SECOND CLAIM FOR RELIEF**
23 **(BREACH OF CONTRACT)**

24 87. Plaintiff incorporates by reference all prior allegations in this Complaint as
25 if fully set forth herein.

26 88. Each Class member (including Plaintiff) is a party to one or more of the
27 standardized Pekin Policies.

28 89. Pekin further breached those contracts by concealing or failing to identify,
acknowledge, disclose, and pay the stacked UM/UIM limits of the Pekin Policies under

1 Arizona law, despite Pekin's failure to comply with A.R.S. § 20-259.01(H), and by denying
2 the existence of any such stacked limits.

3 90. Plaintiff and the class have been and continue to be damaged by Pekin's
4 breaches of contract.

5 91. Plaintiff is not seeking a double recovery, but rather seeking stacked
6 UM/UIM benefits to the extent of full compensation for her injuries. *Cf. State Farm Mut.*
7 *Auto. Ins. Co. v. Arrington*, 192 Ariz. 255, 963 P.2d 334 (App. 1998) (insureds, who were
8 paid their full damages under stacked State Farm UIM policies, were precluded from
9 recovering duplicate damages under their other State Farm UIM policies).

10 92. This claim arises out of contract and Plaintiff and the Class therefore are
11 entitled to attorney's fees under A.R.S. § 12-341.01.

12 **THIRD CLAIM FOR RELIEF**
13 **(BAD FAITH AS TO THE CLASS)**

14 93. Plaintiff incorporates by reference all prior allegations in this Complaint as
15 if fully set forth herein.

16 94. Inherent and implied in the Pekin Policy is a covenant of good faith and fair
17 dealing owed to Plaintiff. Under the duty of good faith and fair dealing, an insurer must
18 deal fairly with an insured, giving equal consideration in all matters to the insured's
19 interests. *See, e.g., Rawlings v. Apodaca*, 151 Ariz. 149, 156-57, 726 P.2d 565, 572-73
20 (1986).

21 95. The tort of bad faith arises when an insurer "intentionally denies, fails to
22 process or pay a claim without a reasonable basis." *Noble v. Nat'l Am. Life Ins. Co.*, 128
23 Ariz. 188, 190, 624 P.2d 866, 868 (Ariz. 1981); *Wood v. Liberty Mut. Fire Ins. Co.*, No.
24 CV-11-2380-PHX-GMS, 2012 WL 2798761, at *2 (D. Ariz., July 09, 2012). "The
25 appropriate inquiry is whether there is sufficient evidence from which reasonable jurors
26 could conclude that in the investigation, evaluation, and processing of the claim, the insurer
27 acted unreasonably and either knew or was conscious of the fact that its conduct was
28 unreasonable." *Zilisch v. State Farm Mut. Auto. Ins. Co.*, 995 P.2d 276, 280 (Ariz. 2000).

1 Bad faith can be established by showing “(1) the absence of a reasonable basis for denying
2 benefits, and (2) the defendant’s knowledge or reckless disregard of the lack of a reasonable
3 basis for denying the claim.” *Wood*, 2012 WL 2798761, at *2. In addition, under Arizona
4 law, bad faith can be established by showing that the insurer lacked a “founded belief” for
5 its actions because of an inadequate investigation. *Rawlings*, 151 Ariz. at 160, 726 P.2d at
6 576.

7 96. The duty of good faith and fair dealing also includes, among other things, an
8 obligation to inform the insureds about the extent of coverage and their rights under the
9 policy and to do so in a way that is not misleading.

10 97. Pekin acted objectively and subjectively unreasonably as to the Class by
11 concealing, or failing to identify, acknowledge, disclose, and pay benefits up to the stacked
12 UM/UIM limits of the Pekin Policies, despite Pekin’s failure to comply with A.R.S. § 20-
13 259.01(H).

14 98. Pekin failed to identify, acknowledge, and disclose stacked UM/UIM
15 coverages under the Pekin Policy, pursuant to the Arizona Administrative Code § 20-6-
16 801(D)(1) and (D)(2).

17 99. Pekin failed to tender the stacked UM/UIM coverages under the Pekin
18 Policy.

19 100. Pekin denied the existence of the stacked UM/UIM limits under the Pekin
20 Policy, despite Pekin’s failure to comply with A.R.S. § 20-259.01(H).

21 101. Pekin denied the existence of the stacked UM/UIM limits, despite the fact
22 that it knew or should have known the Pekin Policy failed to comply with A.R.S. § 20-
23 259.01(H). The Class seeks as damages the value of the unpaid UM/UIM stacking benefits
24 under Arizona law.

25 102. The Class have been and continue to be damaged by Pekin’s breaches of the
26 implied covenant of good faith and fair dealing, including breach of its obligations of
27 investigation, disclosure, equal consideration, and indemnity.

28 103. Pekin, therefore, acted in bad faith toward the Class.

1 104. Pekin's conduct as to the Class was aggravated, outrageous and consciously
2 disregarded an unjustifiably substantial risk of significant harm to its insureds who are
3 Class members.

4 105. Pekin is, therefore, liable to the Class for punitive damages.

5 106. This claim arises out of contract and the Class therefore is entitled to
6 attorney's fees under A.R.S § 12-341.01.

7 **FOURTH CLAIM FOR RELIEF**
8 **(INDIVIDUAL DAMAGES FOR BAD FAITH)**

9 107. Plaintiff incorporates by reference all prior allegations in this Complaint as
10 if fully set forth herein.

11 108. Pekin acted objectively and subjectively unreasonably as to Plaintiff by
12 concealing, or failing to identify, acknowledge, disclose, and pay benefits up to the stacked
13 UM/UIM limits of the Pekin Policies, despite Pekin's failure to comply with A.R.S. § 20-
14 259.01(H).

15 109. Pekin's conduct and failure to provide additional UIM benefits was in bad
16 faith, and Plaintiff was thereby damaged.

17 110. Pekin's conduct was aggravated, outrageous and consciously disregarded an
18 unjustifiably substantial risk of significant harm to Plaintiff.

19 111. Pekin is, therefore, liable to Plaintiff for punitive damages.

20 112. This claim arises out of contract and Plaintiff therefore is entitled to
21 attorney's fees under A.R.S § 12-341.01.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff prays for judgment against Pekin as follows:

24 A. An order appointing Plaintiff as class representative and Robert Carey as
25 class counsel and certifying the First and Second Claims for Relief under Rule 23(b)(2),
26 and/or (b)(3), and the Third Claim for Relief on bad faith liability only under (c)(4).

27 B. A declaratory judgment that Plaintiff and the Class are entitled to stacked
28 UM/UIM coverages under the Pekin Policies, and a declaration establishing or order

1 mandating that the Class is entitled to disclosure of the existence of stacked coverages.

2 C. Judgment in favor of Plaintiff and the Class on their Claims for Relief.

3 D. Compensatory damages (class) in an amount to be proven at trial, on the
4 Second Claim for Relief.

5 E. Compensatory damages (individual) in an amount to be proven at trial, on
6 the Fourth Claim for Relief.

7 F. Attorney's fees pursuant to any applicable authority including but not limited
8 to A.R.S § 12-341.01.

9 G. For costs incurred herein.

10 H. Pre-judgment and post-judgment interest.

11 I. Punitive damages in an amount to be proven at trial, on the Third and Fourth
12 Claims for Relief.

13 J. For any other relief permitted by Law.

14 Plaintiff demands a jury trial pursuant to Federal Rule of Civil Procedure 38 for all
15 actions so triable.

16 Dated: November 15, 2023

Respectfully submitted by,

17 HAGENS BERMAN SOBOL SHAPIRO LLP

18 By: s/ Robert B. Carey

19 Robert B. Carey
20 John M. DeStefano
21 11 West Jefferson Street, Suite 1000
22 Phoenix, Arizona 85003
23 Telephone: (602) 840-5900
24 Facsimile: (602) 840-3012
25 Email: rob@hbsslaw.com
26 Email: johnd@hbsslaw.com

27 GOLDSTEIN WOODS & ALAGHA

28 By: s/ Evan Goldstein

Evan Goldstein
706 E Bell Rd., Ste. 200
Phoenix, AZ 85022
Telephone: 602.569.8200
Email: goldstein@gwalawfirm.com

GUIDANT LAW PLC

By: s/ Sam Saks

Sam Saks

402 E Southern Avenue

Tempe, AZ 85282

Telephone: 602.888.0725

Email: sam@guidant.law

Attorneys for Plaintiff

EXHIBIT 1



2505 Court Street • Pekin, Illinois 61558
(309) 346-1161 • www.pekininsurance.com

DATE: April 7, 2022
TO: Brenda Powers
FROM: Eric Roberts
SUBJECT: Policy Request

☒ Certified Policy ☐ Certified Declarations Only ☐ Duplicate Policy

To allow Underwriting to properly document the activity on certified policies, this form should be completed on all certified policy requests, even if the original request was made over the telephone. The cooperation of the Claim Department is greatly appreciated.

Named Insured: James and Taylor Doyle

Policy Number: 005020575

Claim Number: AA74427

Date of Loss: 9/27/2020

Vehicle Involved: 2016 Kia Sorento L/LX

Policy Term Required: 07/28/20 – 07/28/2021

Reason for Request: Attorney's Request

Person to whom certified policy should be returned: Scarlet Jackson/ PNC Claims Department

Remarks: **NOTE TO SELF:**

**PEKIN INSURANCE**Underwritten By: **PEKIN INSURANCE COMPANY**

2505 COURT STREET, PEKIN, IL 61558-0001

PERSONAL AUTO POLICY RENEWAL DECLARATION**VIP AUTO PLAN**

Page 1 of 2

INSURED	AGENT
DOYLE, JAMES & TAYLOR 3728 W TURTLE HILL DR ANTHEM, AZ 85086-3741	CANYON LANDS INSURANCE 1, INC. 3654 N POWER RD STE 146 MESA, AZ 85215
PHONE: (559) 977-3295	AGENCY PHONE: (480) 288-5900 AGENCY NUMBER: 11486-000

POLICY INFORMATION

POLICY NUMBER: 005020575

POLICY PERIOD: 07/28/2020 TO: 07/28/2021

TERM: ANNUAL

POLICY PREMIUM: \$ 1,708.00

12:01 A.M. STANDARD TIME

ACCOUNT NO: 005020562

VEHICLE INFORMATION			DISCOUNTS		
VEH.	YEAR, MAKE AND MODEL	VIN	AUTO HOME	MULTI CAR	ANTI THEFT
001	2012 NSSN FRONTIER CREW CAB S/SL/SV PKP4X24D	1N6AD0ER6CC445262	INCL.	INCL.	INCL.
002	2016 KIA SORENTO L/LX UTL4X24D	5XYPG4A53GG001952	INCL.	INCL.	INCL.

COVERAGES

The coverages listed below apply separately for each vehicle and are provided only where a premium or INCL (abbreviation for included) is shown. The limit of Liability applies separately for each vehicle. Where there are multiple vehicles on the policy, stacking of any limits of liability among the vehicles is not allowed.

VEH.	BODILY INJURY LIABILITY EACH PERSON/ EACH ACCIDENT (IN THOUSANDS)	PROPERTY DAMAGE LIABILITY EACH ACCIDENT	MEDICAL PAYMENTS EACH PERSON	UNINSURED MOTORISTS EACH PERSON/ EACH ACCIDENT (IN THOUSANDS)	UNDERINSURED MOTORISTS EACH PERSON/ EACH ACCIDENT (IN THOUSANDS)	OTHER THAN COLLISION ACTUAL CASH VALUE (LESS DEDUCTIBLE SHOWN)	COLLISION ACTUAL CASH VALUE (LESS DEDUCTIBLE SHOWN)	UNIT PREMIUM
POLICY LIMITS	100/300	100,000	5,000	100/300	100/300			
001	\$201.00	\$146.00	\$24.00	\$11.00	\$70.00	1,000 DED \$86.00	1,000 DED \$159.00	\$697.00
002	\$217.00	\$166.00	\$27.00	\$22.00	\$79.00	1,000 DED \$183.00	1,000 DED \$221.00	\$915.00

POLICY FORMS AND ENDORSEMENTS

VEH.	FORM OR ENDORSEMENT NUMBER		NAME	END. PREMIUM
001 002	PP0001	01-05	PERSONAL AUTO POLICY	
001 002	3015	07-20	AMENDMENT OF POLICY PROVISIONS - ARIZONA	
001 002	PP0477	12-06	UNINSURED MOTORISTS COVERAGE - ARIZONA	
001 002	1915	06-10	TOWING & LABOR EXPENSE COVERAGE	INCL.
001 002	PP0348	02-89	FULL SAFETY GLASS COVERAGE - ARIZONA	INCL.

This is to certify that this is a true copy of the policy as of 9-27-20.

DAC 04/08/2022

POLICY FORMS AND ENDORSEMENTS

VEH.	FORM OR ENDORSEMENT NUMBER		NAME	END. PREMIUM
001 002	1608	12-10	AUTO GUARD	\$38.00
001 002	4022	03-13	COMPREHENSIVE INCREASED TRANSPORTATION EXPENSES	\$38.00
002	PP0335	09-93	AUTO/LOAN LEASE COVERAGE	\$20.00
001 002	PP0489	10-08	UNDERINSURED MOTORISTS COVERAGE - ARIZONA	

DRIVER INFORMATION

NAME	DRIVERS LICENSE	DATE OF BIRTH	GENDER	MARITAL STATUS	POINTS VIOL	POINTS ACCI	GSD	DD
JAMES DOYLE	D09144540	11/12/1993	MALE	MARRIED	0	0		
TAYLOR DOYLE	D08679609	01/12/1995	FEMALE	MARRIED	0	0		

RATING INFORMATION

VEH.	LIABILITY SYMBOL	MEDICAL SYMBOL	COMPREHENSIVE SYMBOL	COLLISION SYMBOL	ANNUAL MILEAGE	PRIMARY OPERATOR
001	300	490	16	14	7500-12499	JAMES DOYLE
002	300	500	27	18	7500-12499	TAYLOR DOYLE

DRIVER MOTOR VEHICLE RECORD INFORMATION

DRIVER	DATE	VIOLATION DESCRIPTION

ADDITIONAL INTEREST / LIENHOLDER INFORMATION

VEH.	TYPE	NAME & ADDRESS
002	LIENHOLDER	ALLIANT CREDIT UNION 11545 W TOUHY AVE, CHICAGO, IL 60666

VEHICLE GARAGING

VEH.	GARAGING LOCATION	CENSUS BLOCK
001	3728 W TURTLE HILL DR, ANTHEM, MARICOPA COUNTY, AZ 85086-3741	040136103002004
002	3728 W TURTLE HILL DR, ANTHEM, MARICOPA COUNTY, AZ 85086-3741	040136103002004

ADDITIONAL POLICY INFORMATION

DISCOUNTED COMPANION POLICIES - HOME WITH PEKIN - 005459167

PERSONAL AUTO POLICY

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

B. "We", "us" and "our" refer to the Company providing this insurance.

C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

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

E. "Business" includes trade, profession or occupation.

F. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

G. "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

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

I. "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (**J.4.**) does not apply to Coverage For Damage To Your Auto.

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". 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 exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

- B. "Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

EXCLUSIONS

- A. We do not provide Liability Coverage for any "insured":
 1. Who intentionally causes "bodily injury" or "property damage".
 2. For "property damage" to property owned or being transported by that "insured".
 3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;
 that "insured".

This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
 - a. You;
 - b. Any "family member"; or
 - c. Any partner, agent or employee of you or any "family member".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6. This Exclusion (A.7.) does not apply to the maintenance or use of a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.
9. For "bodily injury" or "property damage" for which that "insured":
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
- B.** We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.

This Exclusion **(B.1.)** does not apply:

 - a. While such vehicle is being used by an "insured" in a medical emergency;
 - b. To any "trailer"; or
 - c. To any non-owned golf cart.
 2. Any vehicle, other than "your covered auto", which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 3. Any vehicle, other than "your covered auto", which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member"

However, this Exclusion **(B.3.)** does not apply to you while you are maintaining or "occupying" any vehicle which is:

 - a. Owned by a "family member"; or
 - b. Furnished or available for the regular use of a "family member".
 4. Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part **B** or Part **C** of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A.** If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

- B.** No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability 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. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B.** "Insured" as used in this Part means:

1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use

6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, this Exclusion (6.) does not apply to you.

7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.

8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

9. Caused by or as a consequence of:

- a. Discharge of a nuclear weapon (even if accidental);
- b. War (declared or undeclared);
- c. Civil war;
- d. Insurrection; or
- e. Rebellion or revolution.

10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

- a. Nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination.

11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
 - b. Practicing or preparing for;
- any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
- 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident.

- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

- 1. Part **A** or Part **C** of this policy; or
- 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments 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. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

- 1. Sustained by an "insured"; and
- 2. Caused by an accident.

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

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

- B.** "Insured" as used in this Part means:

- 1. You or any "family member".
- 2. Any other person "occupying" "your covered auto".
- 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C.** "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. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
- 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
- 4. 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.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

- 1. Owned by or furnished or available for the regular use of you or any "family member".
- 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which 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 located for use as a residence or premises.

EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (**B.2.**) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**B.3.**) does not apply to a "family member" using "your covered auto" which is owned by you.
- C.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **B** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or

2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:
1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

- B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;

6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

B. Subject to the provisions of Paragraph A., if the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:

- a. Radios and stereos;
- b. Tape decks;
- c. Compact disk systems;
- d. Navigation systems;
- e. Internet access systems;
- f. Personal computers;
- g. Video entertainment systems;
- h. Telephones;
- i. Televisions;
- j. Two-way mobile radios;
- k. Scanners; or
- l. Citizens band radios.

This Exclusion **(4.)** does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

- 5. Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.
- 6. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion **(6.)** does not apply to the interests of Loss Payees in "your covered auto".

- 7. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion **(7.)** does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:

(1) Acquire during the policy period; and

(2) Ask us to insure within 14 days after you become the owner.

- 8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
- 9. Loss to equipment designed or used for the detection or location of radar or laser.
- 10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
 - a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.

This Exclusion **(10.)** does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

- 11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- 12. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;
 any prearranged or organized racing or speed contest.
- 13. Loss to, or loss of use of, a "non-owned auto" rented by:
 - a. You; or
 - b. Any "family member";
 if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is \$1500.
2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, 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. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

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

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

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

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require:

a. To physical exams by physicians we select. We will pay for these exams.

b. To examination under oath and subscribe the same.

4. Authorize us to obtain:

a. Medical reports; and

b. Other pertinent records.

5. Submit a proof of loss when required by us.

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A**, no legal action may be brought against us until:
 1. We agree in writing that the "insured" has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (**A.**) do not apply under Part **D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
 1. During the policy period as shown in the Declarations; and
 2. Within the policy territory.

B. The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION**A. Cancellation**

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - c. If the policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

- B.** Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - ARIZONA

The following notice is added:

Paragraph **B.2.** Cancellation and the Offer To Renew Provision contained in the Termination Provisions of Part **F** - General Provisions of this policy include a grace period of at least seven days for the payment of any premium due, during which grace period this policy shall continue in full force subject to the Termination Provisions of Part **F** - General Provisions of this policy.

I. DEFINITIONS

A. Definition **K.** is replaced by the following:

K. "Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

- a.** A private passenger auto; or
- b.** A pickup or van, for which no other insurance policy provides coverage, that:
 - (1)** Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2)** Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a)** Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b)** For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

a. For any coverage provided in this Policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

(1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

However, after such 30-day period this coverage will apply without a coverage request if the "newly acquired auto" replaces a vehicle shown in the Declarations. In this case, such vehicle will have the same Collision Coverage as the vehicle it replaced until you ask us to insure it.

- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

However, after such 30-day period this coverage will apply without a coverage request if the "newly acquired auto" replaces a vehicle shown in the Declarations. In this case, such vehicle will have the same Collision Coverage as the vehicle it replaced until you ask us to insure it.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

- B. The following is added to the **Definitions** Section:

Throughout the policy, "minimum limits" refers to the following limits of liability as required by Arizona law, to be provided under a policy of automobile liability insurance:

- A. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
- B. \$15,000 for each accident with respect to "property damage".

II. Part A - LIABILITY COVERAGE

Part A is amended as follows:

- A. Exclusion **A.5.** is replaced by the following:
We do not provide Liability Coverage for any "insured":
 - 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (**A.5.**) does not apply to:
 - a. A share-the-expense car pool; or
 - b. The ownership or operation of a vehicle while it is being used in the course of volunteer work for a tax-exempt organization as described in ARIZ. REV. STAT. ANN. Section 43-1201(4).
- B. Exclusion **A.8.** is replaced by the following:
 - 8. Using a vehicle without reasonable belief that that "insured" is entitled to do so.
- C. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance:

- 1. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the business of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Delivering;
- e. Testing;
- f. Road testing;
- g. Parking; or
- h. Storing;

motor vehicles. This applies only if an "insured":

- a. Is operating the vehicle; and
- b. Is neither the person engaged in such business nor that person's employee or agent.

- 2. Any insurance we provide for a vehicle you own shall be excess to that of a person engaged in the business of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Delivering;
- e. Testing;
- f. Road testing;
- g. Parking; or
- h. Storing;

motor vehicles, if the accident occurs while the vehicle is being operated by that person or that person's employee or agent.

- 3. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

III. PART B - MEDICAL PAYMENTS COVERAGE

- A. Exclusion 2. is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

- 2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply:
 - a. To a share-the-expense car pool; or

- b. When "your covered auto" is being used in the course of volunteer work for a tax-exempt organization as described in ARIZ. REV. STAT. ANN. Section 43-1201(4).

- B. Exclusion 7. is replaced by the following:

- 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so.

- C. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance.

IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. Paragraph A. of the Insuring Agreement is replaced by the following:

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If "you" are involved in a "collision" loss with another vehicle insured by "us", the lowest "collision" deductible of the vehicles involved will apply. We will pay for loss to "your covered auto" caused by:

- 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
- 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

- B. The following definition is added:

"Custom equipment" means equipment, furnishings and parts in or upon any auto, other than:

1. Original manufacturer equipment, furnishings or parts; or
2. Any replacement of original manufacturer equipment, furnishings or parts with other equipment, furnishings or parts of like kind and quality.

"Custom equipment" includes but is not limited to:

1. Special carpeting or insulation;
2. Furniture or bars;
3. Height-extending roofs;
4. Body, engine, exhaust or suspension enhancers;
5. Winches, or anti-roll or anti-sway bars;
6. Custom grilles, louvers, side pipes, hood scoops or spoilers;
7. Custom wheels, tires or spinners;
8. Custom chrome, murals, paintwork, decals or other graphics; or
9. Caps, covers or bedliners.

"Custom equipment" does not include electronic equipment that reproduces, receives or transmits audio, visual or data signals.

TRANSPORTATION EXPENSE

Paragraph **B.2.** is deleted.

EXCLUSIONS

- A.** Exclusion **1.** is replaced by the following:

We will not pay for:

1. Loss to "your covered auto" or any "non-owned" auto which occurs while it is being used as a public or livery conveyance. This Exclusion **(1.)** does not apply:
 - a. To a share-the-expense car pool; or
 - b. While "your covered auto" or any "non-owned" auto is being used in the course of volunteer work for a tax-exempt organization as described in ARIZ. REV. STAT. ANN. Section 43-1201(4).

- B.** Exclusion **7.** is replaced by the following:

We will not pay for:

7. Loss to:

- a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion **(7.)** does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.

- C.** Exclusion **10.** is replaced by the following:

- 10.** Loss to any "custom equipment" in or upon "your covered auto" or any "non-owned auto".

This Exclusion **(10.)** does not apply to the first \$1,500 of "custom equipment" in or upon "your covered auto" or any "non-owned auto".

- D.** The following exclusion is added:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

LIMIT OF LIABILITY

Paragraph **A.** of the **Limit Of Liability** Provision is replaced by the following:

- A.** Our limit of liability for loss will be the lesser of the:
1. Actual cash value of the stolen or damaged property; or

2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is \$1,500.
2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
3. "Custom equipment" in or upon "your covered auto" or any "non-owned auto" is \$1,500.

V. PART E. - DUTIES AFTER AN ACCIDENT OR LOSS

Part E. is amended as follows:

B.5. is replaced by the following:

5. Written notice must be given to "us" as soon as reasonably possible within one year from the date of accident. The notice must give the time, place and circumstances of the accident or loss, including the names and addresses of injured persons and witnesses. But, failure to furnish the notice or proof within the time required does not invalidate or reduce a claim unless it is prejudicial to "us" or it was reasonably possible to meet the time limit.

VI. PART F. - GENERAL PROVISIONS

- A. The **Our Right To Recover Payment** Provision is replaced by the following with respect to **Part B - Medical Payments Coverage**:

OUR RIGHT TO RECOVER PAYMENT

If we make a payment under this coverage and the person to or for whom payment is made recovers damages from another we:

- a. Shall be entitled to the proceeds of the recovery; and
- b. May have a lien against such recovery;

to the extent of our payment in excess of \$5,000. Notice of the lien shall be given in writing to:

- a. A court having jurisdiction;
- b. The "insured";
- c. Each person, firm and corporation that the "insured" or the "insured's" legal representative alleges are liable for damages arising from the accident; and
- d. That person's, firm's and corporation's insurer.

- B. The **Termination** Provision is replaced by the following:

TERMINATION

Cancellation

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing notice of cancellation to the named insured at the address shown in the policy. Notice shall be mailed:
 - a. At least eight days after the premium due date if cancellation is for nonpayment of premium. Cancellation is to take effect as of the date of the mailing of the notice.
 - b. At least 10 days prior to the date cancellation is to take effect in all other cases. In these cases, notice will be mailed by certified mail or United States post office certificate of mailing.
3. After this policy is in effect for 60 days or if this is a renewal or continuation policy, we will cancel only if:
 - a. The named insured shown in the Declarations fails to pay the premium for this policy or any installment thereof;
 - b. The insurance was obtained through fraudulent misrepresentation;

c. You, any other driver who lives with you and who customarily operates "your covered auto", or any other driver who regularly and frequently operates "your covered auto":

- (1) Has had their driver's license suspended or revoked during the policy period;
- (2) Becomes permanently disabled either physically or mentally and that individual does not produce a certificate from a physician or a registered nurse practitioner testifying to that individual's ability to operate a motor vehicle;
- (3) Is or has been convicted during the 36 months immediately preceding the effective date of the policy or during the policy period for:
 - (a) Criminal negligence resulting in death, homicide or assault, and arising out of the operation of a motor vehicle;
 - (b) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - (c) Leaving the scene of an accident;
 - (d) Making false statements in an application for a driver's license;
 - (e) Reckless driving;

unless you agree in writing to exclude as insured such person by name when operating a motor vehicle and also agree to exclude coverage to the named insured for any negligence which may be imputed by law to the named insured arising out of the maintenance, operation or use of a motor vehicle by such excluded person.

d. Uses "your covered auto" while logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle, unless you either:

- (1) have procured an endorsement to this Policy that expressly provides such coverage; or
- (2) are covered by a motor vehicle liability insurance policy issued by another insurer expressly providing such coverage.

e. We are placed in rehabilitation or receivership by the Insurance Supervisory Official in our state of domicile or by a court of competent jurisdiction or the Director of Insurance has suspended our Certificate of Authority based on our financially hazardous condition.

f. "Your covered auto" is used regularly and frequently for commercial purposes by:

- (1) You;
- (2) Any other driver who lives with you and who customarily operates "your covered auto"; or
- (3) Any other driver who regularly and frequently operates "your covered auto".

g. The Director of Insurance determines that the continuation of this policy would place us in violation of the laws of Arizona or would jeopardize our solvency.

Nonrenewal

1. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this Policy. Notice will be mailed at least 45 days before the end of the policy period except for nonpayment of premium as provided in the Offer To Renew Provision.

2. Notice will be mailed by certified mail, United States post office certificate of mailing or by another similar tracking method used or approved by the United States Postal Service except if the reason we decide not to renew or continue this Policy is that the named insured shown in the Declarations fails to pay the premium for this Policy or any installment thereof.
3. We will nonrenew or refuse to continue this Policy if the named insured shown in the Declarations:
 - a. Establishes a primary residence in a state other than Arizona.
 - b. Fails to maintain membership in a bona fide association, subject to all of the conditions described in ARIZ. REV. STAT. ANN. Section 20-1631(M).

We will not nonrenew or refuse to continue this policy based solely on the location of residence, age, race, color, religion, sex, national origin or ancestry of anyone who is an insured.

Offer to Renew

If we offer to renew or continue this policy and you or your representative do not pay the required renewal or continuation premium within seven days after the due date, thereby not accepting our offer, we may terminate this policy on or after the eighth day following the due date, by mailing notice of termination to the named insured at the address shown in the policy. Termination is to take effect on the earlier of the following dates:

1. The date of the mailing of the notice; or
2. The effective date of any other insurance you have obtained on "your covered auto".

However, if you or your representative notify us in writing that you:

1. Have obtained other insurance on "your covered auto"; or
2. Do not wish to renew or continue this policy;

the above provision does not apply and any insurance provided by this policy will terminate in accordance with the Automatic Termination Provision below.

Automatic Termination

If you notify us in writing that you do not wish to renew or continue, any insurance provided by this Policy will automatically terminate at the end of the current policy period. We will mail you a notice of termination.

Other Termination Provisions

1. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.
2. The effective date of cancellation stated in the notice shall become the end of the policy period.

- C. The **Transfer Of Your Interest In This Policy** Provision is replaced by the following:

TRANSFER OF YOUR INTEREST IN THIS POLICY

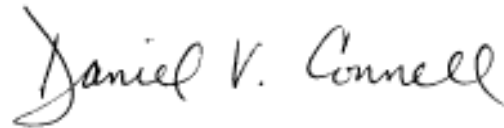
Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided under this policy for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

IN WITNESS WHEREOF, THE PEKIN INSURANCE COMPANY has caused this policy to be signed by its president and secretary at Pekin, Illinois.



Secretary



President

PEKIN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - ARIZONA

The following notice is added:

Any reference to Part C - Uninsured Motorists Coverage in any attached endorsement is replaced with Uninsured Motorists Coverage - Arizona.

I. Part C - Uninsured Motorists Coverage

Part C is replaced by the following:

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

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

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

B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "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 its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona.

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:

- a. You or any "family member";
- b. A vehicle which you or any "family member" are "occupying"; or
- c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved. The person making the claim shall provide corroboration that the unidentified motor vehicle caused the accident. Corroboration means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to such person's representation of the accident.

4. 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.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

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

EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (**A.2.**) does not apply:
 - a. To a share-the-expense car pool; or
 - b. When "your covered auto" is being used in the course of volunteer work for a tax-exempt organization as described in ARIZ. REV. STAT. ANN. Section 43-1201(4).
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**A.3.**) does not apply to a "family member" using "your covered auto" which is owned by you.
- B.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- C.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A.** A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **B** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

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

1. Any insurance we provide with respect to a vehicle:
 - a. You do not own, including any vehicle while used as a temporary substitute for "your covered auto"; or
 - b. Owned by you or any "family member" which is not insured for this coverage under this policy;

shall be excess over any collectible insurance providing such coverage on a primary basis.
2. 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.

ARBITRATION

- A.** If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or

2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

II. Part F - General Provisions

Part **F** is amended as follows with respect to Uninsured Motorists Coverage:

A. The **Our Right To Recover Payment** Provision is replaced by the following:

If we make a payment and the person to or for whom payment was made has a right to recover damages from the owner or operator of an "uninsured motor vehicle" we shall be subrogated to that right. That person shall do:

- a. Whatever is necessary to enable us to exercise our rights; and
- b. Nothing after loss to prejudice them.

B. The **Two Or More Auto Policies** Provision is replaced by the following:

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, only one of the policies will apply to the accident. You will select the one policy that will apply.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOWING AND LABOR EXPENSE COVERAGE

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to \$100. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your

covered auto" shown in the Schedule or in the Declarations. We will only pay for labor performed at the place of disablement.

All other policy provisions apply.

**PEKIN INSURANCE COMPANY
FARMERS AUTOMOBILE INSURANCE ASSOCIATION**

FULL SAFETY GLASS COVERAGE - ARIZONA

SCHEDULE

Description of Vehicle	Premiums for Full Safety Glass Coverage
2012 NSSN FRONTIER CREW CAB S/SL/SV PKP4X24D 1N6AD0ER6CC445262	\$ INCL.
2016 KIA SORENTO L/LX UTL4X24D 5XYPG4A53GG001952	\$ INCL.

The provisions and exclusions that apply to Part D - COVERAGE FOR DAMAGE TO YOUR AUTO also apply to this endorsement except as modified by this endorsement.

The following is added to the first paragraph of the Insuring Agreement in Part D:

INSURING AGREEMENT

We will pay under Other Than Collision Coverage for the cost of repairing or replacing damaged "safety equipment" on "your covered auto" without a deductible. We will pay only if:

1. The Declarations indicate that Other Than Collision Coverage applies; and
2. A specific premium charge for Full Safety Glass Coverage is shown in the Schedule or in the Declarations for "your covered auto."

ADDITIONAL DEFINITION

"Safety equipment" as used in this endorsement means the:

1. Glass used in the windshield, doors and windows of "your covered auto;" and
2. Glass, plastic or other material used in the lights of "your covered auto."

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO GUARD

The provision of this endorsement apply to all units listed in the Declarations where the applicable coverage part is provided by the policy.

1. TRIP INTERRUPTION COVERAGE

A. INSURING AGREEMENT

With respect to "your covered auto" shown in the Declarations, we will pay, without application of a deductible, up to \$200 per day subject to a maximum limit of \$600 for:

1. Transportation expenses incurred by "you" in the event of a mechanical or electrical breakdown of "your covered auto"; and
2. Expenses incurred by "you" for lodging and meals in the event of:
 - a. Direct and accidental loss to "your covered auto" caused by "collision" or other than "collision"; or
 - b. Mechanical or electrical breakdown of "your covered auto".

This coverage applies only if:

1. The loss to, or mechanical or electrical breakdown of, "your covered auto" occurs more than 100 miles from home; and
2. "Your covered auto" is withdrawn from use for at least 24 hours because it is not legally driveable.

B. LIMIT OF LIABILITY

1. Our payment for Trip Interruption coverage will be limited to that period of time reasonably required to:
 - a. Resume travel under a prearranged itinerary; or
 - b. Return home.
2. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part D of the policy.

C. OTHER SOURCES OF RECOVERY

Any insurance we provide with respect to Trip Interruption coverage shall be excess over any other collectible source of recovery including but not limited to:

1. Any coverage provided by:
 - a. Vehicle warranties;
 - b. Automobile clubs; or
 - c. Mechanical breakdown or similar plans; or
2. Any other source of recovery applicable to the loss.

2. ADDITIONAL TOWING AND LABOR EXPENSE COVERAGE

We will pay, up to \$250, towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled. This coverage is in addition to the \$100 of coverage provided under Towing and Labor Expense coverage in the policy, if shown in the Declarations. If the Declarations does not indicate any Towing and Labor Expense coverage, then the \$250 limit will still apply

If a "non-owned auto" is disabled, we will provide the broadest Towing and Labor Expense coverage available to any "your covered auto" shown in the Declarations. We will only pay for labor performed at the place of disablement.

3. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

We will pay, up to a total of \$1,000 per occurrence, for the necessary repairs resulting from the accidental and unintended deployment of a factory installed air bag in "your covered auto". This coverage does not apply to a "non-owned auto".

Any insurance we provide shall be excess over any other collectible insurance or warranty contract providing payments for this covered loss.

4. FIRE DEPARTMENT SERVICE CHARGE COVERAGE

We will pay, up to \$250, for expenses "you" incur when the fire department is called and responds to a covered loss involving "your covered auto".

5. KEY REPLACEMENT COVERAGE

We will pay the reasonable expense incurred by "you" to replace automobile keys or automobile keyless entry transmitters if they

become lost or stolen. This coverage does not apply to re-keying or replacing automobile locks. Our limit of liability for this coverage shall not exceed \$500 for any one occurrence.

6. PERSONAL EFFECTS COVERAGE

We will pay, up to a limit of \$1,000, for direct and accidental loss to personal property and/or audio/visual equipment, including their media. This includes, but is not limited to, tapes, compact discs, DVDs, portable GPS systems, satellite radios, media type players, and cell phones. This coverage applies only if the personal property:

- A.** Is "your" personal property or that of a "family member"; and
- B.** Is intended for use by "you" or a "family member"; and
- C.** At the time of loss is in "your covered auto".

Coverage is provided on an actual cash value basis, subject to depreciation.

7. ENHANCED COVERAGE FOR THE USE OF RENTAL CARS

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

A. INSURING AGREEMENT

The following paragraphs are added:

- 1.** We cover "diminution in value" due to a covered loss for rented vehicles for which there is a written, signed rental agreement obligating the "insured" to pay for such damage and for which the "insured" is legally obligated to pay as recognized by applicable state statutes. The "diminution in value" must be proven and evidenced to support the claim for inherent damages.
- 2.** We provide coverage for damages resulting from "collision" for which the "insured" is legally liable, subject to the broadest coverage provided in the Declarations for Collision Coverage, caused by the valet parking of a rented auto.

B. TRANSPORTATION EXPENSES

Paragraph **A.2.** is replaced by the following:

- 2.** Expenses for which you become legally responsible in the event of a loss to a "non-owned" auto. We will pay for such expenses if the loss is caused by:

- a.** Other than "collision" only if the Declarations indicate that Other Than Collision coverage is provided for any "your covered auto".
- b.** "Collision" only if the Declarations indicate that Collision coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$40 per day up to a maximum of \$1,200.

C. EXCLUSIONS

In order to provide Collision Coverage for damage resulting from valet parking of a rented auto, **Exclusion 11.** is deleted and replaced by the following:

- 11.** Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a.** Selling;
- b.** Repairing;
- c.** Servicing; or
- d.** Storing;

vehicles designed for use on public highways. This includes road testing and delivery.

8. TIRE PROTECTION COVERAGE

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

A. INSURING AGREEMENT

The following paragraphs are added:

- 1.** With respect to "your covered auto" shown in the Declarations or any "non-owned auto", we will pay, without application of a deductible, for repair to or replacement of a tire as a result of "road hazard damage".
- 2.** "Road hazard damage" means damage that occurs when a tire fails as a result of a puncture, bruise or impact incurred during the course of normal driving on a maintained road or paved surface.

B. EXCLUSIONS

Exclusion 2.d. is deleted.

The following exclusions are added:

There is no coverage under this endorsement for:

1. Manufacturer defects;
2. Off-road use, vehicle accident or collision, fire, vandalism, theft or curb damage;
3. Retreaded, recapped, regrooved, remolded or tubed tires;
4. Tire Pressure Monitoring Systems and/or components associated with Tire Pressure Monitoring Systems;
5. Motor homes, travel trailers, service/utility trailers, motorcycles, golf carts, dune buggies, or all-terrain vehicles;
6. Tires with less than 3/32 of an inch of tread; or
7. Abuse or neglect.

C. LIMIT OF LIABILITY

1. If the tire can be safely repaired, the most we will pay is \$50 per tire.
2. If the tire cannot be safely repaired, the most we will pay is \$500 per tire for any one replacement. Replacement includes cost of the tire, incidental parts, labor, sales tax, mounting, disposal, and balancing.
3. Replacement will be limited to a tire of like kind or quality.

D. OTHER SOURCES OF RECOVERY

Any insurance we provide with respect to Tire Protection coverage shall be excess over any other collectible sources of recovery including but not limited to:

1. Any coverage provided by:
 - a. Warranties;
 - b. Automobile clubs; or
 - c. Mechanical breakdown or similar plans; or
2. Any other source of recovery applicable to the loss.

9. WAIVER OF DEDUCTIBLE - COLLISION AND UNINSURED MOTORISTS PROPERTY DAMAGE

We will waive the deductible for "Collision" and Uninsured Motorists Property Damage (if applicable) if:

- A. The loss involves an identifiable uninsured motorist who is at least 50% at fault; or
- B. Your vehicle is legally parked and struck by a hit-and-run driver.

10. PET COVERAGE**A. INSURING AGREEMENT**

1. "Pet" as used in this Part means:

A cat or dog owned by "you" or a "family member" while "occupying" "your covered auto".

2. If a "pet" is injured, dies or requires necessary or veterinary recommended euthanasia as a result of the collision of "your covered auto", we will pay reasonable and necessary medical expenses incurred for the:

- a. Care;
- b. Recovery; and
- c. Necessary or veterinary recommended euthanasia.

3. A "pet's" injury must be discovered, treated and reported to us within 30 days of the occurrence. We will pay only those medical expenses incurred within one year from the date of the accident.

4. We will pay for the "pet's replacement" if a "pet" dies or requires necessary or veterinary recommended euthanasia.

5. "Pet's replacement" as used in this Part means:

The monetary cost incurred to replace a "pet", that is deceased, with another cat or dog of similar kind and quality. This does not include any cost for:

- a. Veterinary care or services for the new "pet";
- b. Training of the new "pet"; or
- c. Any other expenses incurred after the initial purchase of the new "pet".

B. EXCLUSIONS

We do not provide Pet Coverage for injury or death of a "pet":

1. Resulting from or arising out of an intentional act of "you" or a "family member".
2. Sustained while "occupying" "your covered auto" when it is being used to carry persons or property for a fee. This exclusion (2) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" or when struck by, any auto (other than "your covered auto") which is:
 - a. Owned by "you";
 - b. Furnished or available for "your" regular use;
 - c. Owned by any "family member"; or
 - d. Furnished or available for the regular use of any "family member".
4. While "occupying" any vehicle located for use as a residence or premises.
5. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidentally);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
6. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.

7. While "occupying" any vehicle:

- a. Preparing for;
- b. Practicing for; or
- c. Participating in
any prearranged racing, speed or demolition contest.

C. LIMIT OF LIABILITY

The most "we" will pay in any one occurrence, regardless of the number of pets, will not be more than \$1,000 for the treatment or replacement of "your" injured "pet".

D. OTHER SOURCES OF RECOVERY

If "we" make a payment under this coverage and the person to or for whom payment is made has a right to recover damages from another, "we" will be entitled to that right. That person shall do everything necessary to transfer that right to "us" and shall do nothing to prejudice it.

E. DUTIES AFTER A LOSS

At "our" request "you" or a "family member" must authorize "us" to obtain veterinary and other records which pertain to the "pet's" injury. "You" must allow the "pet", at our expense, to be examined by veterinarians "we" select as often as "we" reasonably require.

No deductible applies to any provision of this endorsement, unless otherwise specified.

All other policy provisions apply.

**PEKIN INSURANCE COMPANY
FARMERS AUTOMOBILE INSURANCE ASSOCIATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPREHENSIVE INCREASED TRANSPORTATION EXPENSES

SCHEDULE

Description Of Your Covered Auto(s)	Limit Per Day For Temporary Transportation Or Loss Of Use Expenses	Maximum Limit Of Liability	Premium
2012 NSSN FRONTIER CREW CAB S/SL/SV PKP4X24D 1N6AD0ER6CC445262	\$ 50 Per Day	\$ 1,500	\$ 19.00
2016 KIA SORENTO L/LX UTL4X24D 5XYPG4A53GG001952	\$ 50 Per Day	\$ 1,500	\$ 19.00

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

When there is a covered loss to a "your covered auto" described in the Schedule or in the Declarations for which a specific premium charge indicates that Comprehensive Increased Transportation Expenses coverage is afforded, or to a "non-owned auto", Part D - Coverage For Damage To Your Auto is amended as follows:

1. OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE

Coverage for Transportation Expenses provided under Part D of this policy is increased to the limits shown in the Schedule or in the Declarations.

2. ENHANCED COVERAGE FOR THE USE OF RENTAL CARS

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

A. INSURING AGREEMENT

The following paragraphs are added:

1. We cover "diminution in value" due to a covered loss for rented vehicles for which there is a written, signed rental agreement obligating the "insured" to pay for such damage and for which the "insured" is legally obligated to pay as recognized by applicable state statutes. The "diminution in value" must be proven and evidenced to support the claim for inherent damages.

2. We provide coverage for damages resulting from "collision" for which the "insured" is legally liable, subject to the broadest coverage provided in the Declarations for Collision Coverage, caused by the valet parking of a rented auto.

B. TRANSPORTATION EXPENSES

Paragraph A.2. is replaced by the following:

2. Expenses for which you become legally responsible in the event of a loss to a "non-owned" auto. We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision coverage is provided for any "your covered auto".
 - b. "Collision" only if the Declarations indicate that Collision coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$50 per day up to a maximum of \$1,500.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any other source of recovery applicable to the loss.

C. EXCLUSIONS

In order to provide Collision Coverage for damage resulting from valet parking of a rented auto, **Exclusion 11.** is deleted and replaced by the following:

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a.** Selling;
- b.** Repairing;
- c.** Servicing; or
- d.** Storing;

vehicles designed for use on public highways. This includes road testing and delivery.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LOAN/LEASE COVERAGE

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

Schedule

Description of Your Covered Auto(s)	Other Than Collision Additional Premium	Collision Additional Premium
2016 KIA SORENTO L/LX UTL4X24D 5XYPG4A53GG001952	\$ INCL.	\$ INCL.

In the event of a covered total loss to a "your covered auto" shown in the Schedule or in the Declarations for which a specific premium charge indicates that Auto Loan/Lease Coverage applies, we will pay any unpaid amount due on the lease or loan for "your covered auto" less:

1. The amount paid under Part D of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the loss;
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

- c. Security deposits not refunded by a lessor;
- d. Costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE - ARIZONA

SCHEDULE

Limit Of Liability			Premium	Limit Of Liability			Premium
\$ SEE Each Person \$ DECLARATIONS Each Accident			Auto 1	\$ SEE Each Person \$ DECLARATIONS Each Accident			Auto 2
			\$ INCL.				\$ INCL.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

INSURING AGREEMENT

We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

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

"Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

"Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona.
2. Operated on rails or crawler treads.
3. Designed mainly for use off public roads while not upon public roads.
4. While located for use as a residence or premises.
5. 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.

EXCLUSIONS

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (**A.1.**) does not apply:
 - a. To a share-the-expense car pool; or
 - b. When "your covered auto" is being used in the course of volunteer work for a tax-exempt organization as described in ARIZ. REV. STAT. ANN. Section 43-1201(4).
2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**A.2.**) does not apply to a "family member" using "your covered auto" which is owned by you.

- B.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- C.** We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Schedule or in the Declarations; or
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A**, Part **B** or Part **C** of this policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided by this endorsement, 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. However, any insurance we provide with respect to a vehicle:

1. You do not own, including any vehicle while used as a temporary substitute for "your covered auto"; or
2. Owned by you or any "family member" which is not insured for this coverage under this policy;

shall be excess over any other collectible insurance similar to the insurance provided by this endorsement.

ARBITRATION

If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

ADDITIONAL DUTY

Any person seeking coverage under this endorsement must also promptly send us copies of the legal papers if a suit is brought.

PART F - GENERAL PROVISIONS

Part **F** is amended as follows with respect to Underinsured Motorists Coverage:

- A.** The **Our Right To Recover Payment** Provision does not apply.
- B.** The **Two Or More Auto Policies** Provision is replaced by the following:

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, only one of the policies will apply to the accident. You will select the one policy that will apply.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

EXHIBIT 2

Samuel Saks

From: Samuel Saks
Sent: Tuesday, November 2, 2021 10:52 AM
To: James Gravley
Subject: Re: AA74427
Attachments: W9 for Guidant.pdf

Please tender the applicable limits to us (please note out **TEMPE** address, which may be different from the address in your system) and make the check out to "Guidant Law PLC FBO Taylor Doyle." Our W9 is attached.

Thank you.

Sam Saks, Esq.

Guidant
Law Firm

sam@guidant.law

602-888-0725

402 East Southern Avenue

Tempe, Arizona 85282

Fax: (888) 552-8529

[LinkedIn](#) | [Facebook](#)

This message and its contents may be privileged under A.R.S. § 12-2234, Rule 501 et seq. of the Rules of Evidence, the Arizona Rules of Professional Conduct, and other applicable laws.

From: James Gravley <jgravley@pekininsurance.com>
Sent: Tuesday, November 2, 2021 8:18 AM
To: Samuel Saks <sam@guidant.law>
Subject: RE: AA74427

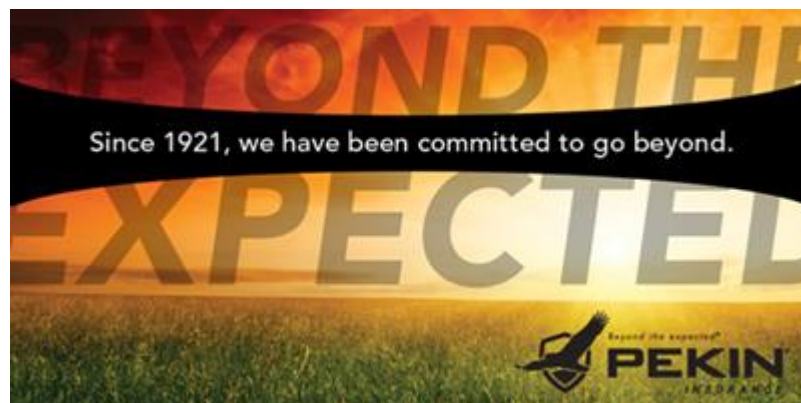
Sam,

We are tendering our Underinsured Motorist Bodily Injury coverage of \$100,000 for Taylor Doyle. Please confirm settlement and advise on how you wish payment to be issued.

Thank you,



James Gravley, AIC
Senior Field Claims Adjuster
Pekin Insurance
2505 Court St
Pekin, IL 61558
480-622-4776
FAX: 309-346-9466
jgravley@pekininsurance.com



www.pekininsurance.com

From: James Gravley
Sent: Monday, November 01, 2021 4:41 PM
To: 'Samuel Saks' <sam@guidant.law>
Subject: RE: AA74427

This week; no later!

From: Samuel Saks <sam@guidant.law>
Sent: Monday, November 01, 2021 2:06 PM
To: James Gravley <jgravley@pekininsurance.com>
Subject: RE: AA74427

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Any update?

Thank you.

Sam Saks, Esq.



sam@guidant.law

602-888-0725

402 East Southern Avenue

Tempe, Arizona 85282

Fax: (888) 552-8529

[LinkedIn](#) | [Facebook](#)

This message and its contents may be privileged under A.R.S. § 12-2234, Rule 501 et seq. of the Rules of Evidence, the Arizona Rules of Professional Conduct, and other applicable laws.

From: James Gravley <jgravley@pekininsurance.com>
Sent: Thursday, October 28, 2021 8:49 AM
To: Samuel Saks <sam@guidant.law>
Subject: RE: AA74427

My apologies Sam. We are apparently having technical difficulties with our clerical dept. I will let you know ASAP!

Thank you,



James Gravley, AIC
Senior Field Claims Adjuster
Pekin Insurance
2505 Court St
Pekin, IL 61558
480-622-4776
FAX: 309-346-9466
jgravley@pekininsurance.com

www.pekininsurance.com



From: Samuel Saks <sam@guidant.law>
Sent: Wednesday, October 27, 2021 11:24 PM
To: James Gravley <jgravley@pekininsurance.com>
Subject: RE: AA74427

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Any update on this?

Thank you.

Sam Saks, Esq.

Guidant
Law Firm

sam@guidant.law

602-888-0725

402 East Southern Avenue

Tempe, Arizona 85282

Fax: (888) 552-8529

[LinkedIn](#) | [Facebook](#)

This message and its contents may be privileged under A.R.S. § 12-2234, Rule 501 et seq. of the Rules of Evidence, the Arizona Rules of Professional Conduct, and other applicable laws.

From: James Gravley <jgravley@pekininsurance.com>
Sent: Wednesday, October 20, 2021 2:52 PM
To: Samuel Saks <sam@guidant.law>
Subject: RE: AA74427

Sam,

We'll start reviewing these.

Thank you,



James Gravley, AIC
Senior Field Claims Adjuster
Pekin Insurance
2505 Court St
Pekin, IL 61558
480-622-4776
FAX: 309-346-9466
jgravley@pekininsurance.com

www.pekininsurance.com



From: Samuel Saks <sam@guidant.law>
Sent: Wednesday, October 20, 2021 4:15 PM
To: James Gravley <jgravley@pekininsurance.com>
Subject: RE: AA74427

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you.

Sam Saks, Esq.



sam@guidant.law
602-888-0725
402 East Southern Avenue
Tempe, Arizona 85282
Fax: (888) 552-8529
[LinkedIn](#) | [Facebook](#)

This message and its contents may be privileged under A.R.S. § 12-2234, Rule 501 et seq. of the Rules of Evidence, the Arizona Rules of Professional Conduct, and other applicable laws.

From: Samuel Saks
Sent: Wednesday, October 20, 2021 2:01 PM
To: James Gravley <jgravley@pekininsurance.com>
Subject: FW: AA74427

Sending additional attachments in separate emails due to file size.

Thank you.

Sam Saks, Esq.



sam@guidant.law

602-888-0725
402 East Southern Avenue
Tempe, Arizona 85282
Fax: (888) 552-8529
[LinkedIn](#) | [Facebook](#)

This message and its contents may be privileged under A.R.S. § 12-2234, Rule 501 et seq. of the Rules of Evidence, the Arizona Rules of Professional Conduct, and other applicable laws.

From: Samuel Saks
Sent: Friday, August 27, 2021 5:16 PM
To: jramirez@pekininsurance.com
Cc: Caitlin Martin <caitlin@guidant.law>; Tracy Stanton <tracy@guidant.law>
Subject: AA74427

Mr. Ramirez,

See the attached. Please provide a copy of the dec page and please process the medpay claim and UIM claim. The checks should be made out to "Guidant Law PLC FBO Taylor Doyle" and mailed to our office.

I will be forwarding you additional records.

Sam Saks, Esq.



sam@guidant.law
(602) 888-0725
402 East Southern Avenue
Tempe, Arizona 85282
Fax: (888) 552-8529
[LinkedIn](#) | [Facebook](#)

This message and its contents may be privileged under A.R.S. § 12-2234, Rule 501 et seq. of the Rules of Evidence, the Arizona Rules of Professional Conduct, and other applicable laws.

CONFIDENTIALITY NOTICE: This e-mail and any attachments may contain confidential and privileged information that is protected from disclosure. Such information is intended only for the sole use of the intended recipient(s). If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Information in this message that does not relate to official Pekin Insurance business is not given nor endorsed by Pekin Insurance.

CONFIDENTIALITY NOTICE: This e-mail and any attachments may contain confidential and privileged information that is protected from disclosure. Such information is intended only for the sole use of the intended recipient(s). If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Information in this message that does not relate to official Pekin Insurance business is not given nor endorsed by Pekin Insurance.

CONFIDENTIALITY NOTICE: This e-mail and any attachments may contain confidential and privileged information that is protected from disclosure. Such information is intended only for the sole use of the intended recipient(s). If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Information in this message that does not relate to official Pekin Insurance business is not given nor endorsed by Pekin Insurance.

EXHIBIT 3

Samuel Saks

From: Samuel Saks
Sent: Wednesday, February 2, 2022 1:15 PM
To: James Gravley
Subject: AA74427

James,

My client has two policies with UM UIM coverage. Please disclose available UM UIM coverages and limits applicable to this incident.

Thank you.

Sam Saks, Esq.

Guidant
Law Firm

sam@guidant.law

602-888-0725

402 East Southern Avenue

Tempe, Arizona 85282

Fax: (888) 552-8529

[LinkedIn](#) | [Facebook](#)

This message and its contents may be privileged under A.R.S. § 12-2234, Rule 501 et seq. of the Rules of Evidence, the Arizona Rules of Professional Conduct, and other applicable laws.

Samuel Saks

From: James Gravley ravley@pekininsurance.com
Sent: Monday, February 28, 2022 11:05 AM
To: Samuel Saks
Subject: R : AA74427

Sam,

That is correct.

Thank you,

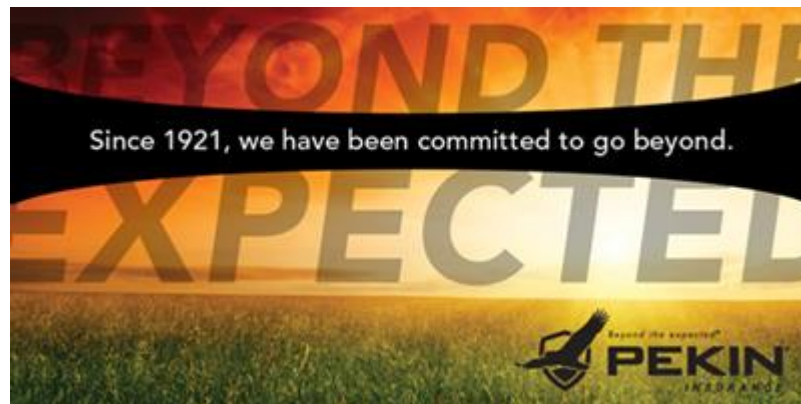


James Gravley, AIC
Senior Field Claims Adjuster

Pekin Insurance

2505 Court St
Pekin, IL 61558
480-622-4776
FAX: 309-346-9466
jgravley@pekininsurance.com

www.pekininsurance.com



LSamuel Saks <sam@guidant.law>
LMonday, February 28, 2022 12:04 PM
LJames Gravley <jgravley@pekininsurance.com>
LRe: AA74427

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please confirm your position that there are no other UIM coverages or benefits available for this loss under this policy.

Thank you.

Sam Saks, Esq.



sam@guidant.law

602-888-0725

402 East Southern Avenue
Tempe, Arizona 85282

Fax: (888) 552-8529

[LinkedIn](#) | [Facebook](#)

This message and its contents may be privileged under A.R.S. § 12-2234, Rule 501 et seq. of the Rules of Evidence, the Arizona Rules of Professional Conduct, and other applicable laws.

LJames Gravley <jgravley@pekininsurance.com>

LMonday, February 28, 2022 10:49 AM

LSamuel Saks <sam@guidant.law>

LRE: AA74427

Sam,

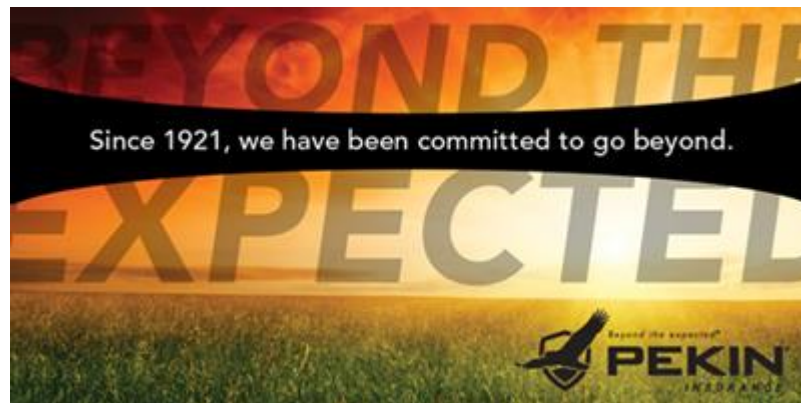
That is the same policy for this claim.

Thank you,



James Gravley, AIC
Senior Field Claims Adjuster
Pekin Insurance
2505 Court St
Pekin, IL 61558
480-622-4776
FAX: 309-346-9466
jgravley@pekininsurance.com

www.pekininsurance.com



LSamuel Saks <sam@guidant.law>

LMonday, February 28, 2022 11:05 AM

LJames Gravley <jgravley@pekininsurance.com>

LRe: AA74427

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Pekin policy number 005020575.

Thank you.

Sam Saks, Esq.



sam@guidant.law

602-888-0725

402 East Southern Avenue
Tempe, Arizona 85282

Fax: (888) 552-8529

[LinkedIn](#) | [Facebook](#)

This message and its contents may be privileged under A.R.S. § 12-2234, Rule 501 et seq. of the Rules of Evidence, the Arizona Rules of Professional Conduct, and other applicable laws.

LJames Gravley <jgravley@pekininsurance.com>

LMonday, February 28, 2022 9:36 AM

LSamuel Saks <sam@guidant.law>

LRE: AA74427

Sam,

We settled this UIM last year. Is there something else you need?

If you have policy numbers to reference, I can look them up.

Thank you,



James Gravley, AIC
Senior Field Claims Adjuster
Pekin Insurance
2505 Court St
Pekin, IL 61558
480-622-4776
FAX: 309-346-9466
jgravley@pekininsurance.com

www.pekininsurance.com



LSamuel Saks <sam@guidant.law>
LWednesday, February 23, 2022 4:15 PM
LJames Gravley <jgravley@pekininsurance.com>
LAA74427

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

James,

My client has two policies with UM UIM coverage. Please disclose available UM UIM coverages and limits applicable to this incident.

Thank you.

Sam Saks, Esq.



sam@guidant.law

602-888-0725

402 East Southern Avenue
Tempe, Arizona 85282

Fax: (888) 552-8529

[LinkedIn](#) | [Facebook](#)

This message and its contents may be privileged under A.R.S. § 12-2234, Rule 501 et seq. of the Rules of Evidence, the Arizona Rules of Professional Conduct, and other applicable laws.

CONFIDENTIALITY NOTICE: This e-mail and any attachments may contain confidential and privileged information that is protected from disclosure. Such information is intended only for the sole use of the intended recipient(s). If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Information in this message that does not relate to official Pekin Insurance business is not given nor endorsed by Pekin Insurance.

CONFIDENTIALITY NOTICE: This e-mail and any attachments may contain confidential and privileged information that is protected from disclosure. Such information is intended only for the sole use of the intended recipient(s). If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Information in this message that does not relate to official Pekin Insurance business is not given nor endorsed by Pekin Insurance.

CONFIDENTIALITY NOTICE: This e-mail and any attachments may contain confidential and privileged information that is protected from disclosure. Such information is intended only for the sole use of the intended recipient(s). If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Information in this message that does not relate to official Pekin Insurance business is not given nor endorsed by Pekin Insurance.

EXHIBIT 4



Farmers Insurance
PO Box 2602
Grand Rapids MI
49501-2602

April 2, 2020

Insured:
Policy Number:
Claim Number:



Loss Date: 5/30/2019
Policy Term: 6 Months

- ☐ Attached is a certified true copy of the original information sent to the insured.
- ☐ Attached is a certified true copy of the original declarations page, policyback and endorsements.
- ☒ Attached is a certified true copy of the original declaration page. The attached policyback and endorsements did not mail with this declaration page, but are included as requested.
- ☐ Attached is a certified true copy of the original declaration page only.
- ☐ Attached is a certified reconstructed copy of the declaration page only.
- ☐ Attached is a certified reconstructed copy of the declaration page, policyback and endorsements.
- ☐ Attached is a certified reconstructed copy of the cancellation.
- ☐ Attached is a certified true copy of the original cancellation.

Any additional Declaration Sheet(s) included with these documents labeled as "change or change-misc." may reflect a mid-term change in the policy and therefore a time period of less than the original policy term, however the dates reflect the most current policy information on file, up to and including the date of loss for the above-referenced claim.



Auto Insurance Declaration Page

Policy Number:
Effective: 1/5/2019 12:01 AM

Expiration: 7/5/2019 12:01 AM

Named Insured(s):

Gilbert, AZ 85295-3500

e-mail
Address(es):
Underwritten By: Farmers Insurance Company of Arizona
 16001 N. 28th Ave
 Phoenix, AZ 85053

Premiums/Fees

Policy Premium \$1,935.90

Fees (*also see Information on Additional Fees below) \$1.50

Policy Premium and Fees \$1,937.40
This is not a bill.

Your bill with the amount due will be mailed separately.

Household Drivers

All persons who drive or will occasionally be driving any of the cars on the policy should be listed below. If anyone is missing or needs to be added, such as a newly licensed driver, you should contact your agent or the company to add that person before they begin to drive any of the cars covered on the policy.

Name
Driver Status
Name
Driver Status

Covered

Covered

Covered

Covered

Vehicle Information
Veh. # Year/Make/Model/VIN

1 2011 Toyota Prius Hybrid 5D

2 2015 Lincoln Mkc 4D 2Wd

3 2011 Hyundai Elantra 4D Gls/Limited

Coverage
Deductible
Limit

Comprehensive:

\$100

Collision:

\$1,000

Comprehensive:

\$100

Collision:

\$1,000

Comprehensive:

\$100

Collision:

\$1,000

Coverage Information
Coverage
Limits

(applicable to all vehicles)

Bodily Injury Liability

 \$100,000 each person
 \$300,000 each accident

Property Damage Liability

\$50,000 each accident

Medical Coverage

Uninsured Motorist

 \$100,000 each person
 \$300,000 each accident

Premiums by Vehicle
Vehicle 1
Vehicle 2
Vehicle 3

\$225.70

\$150.20

\$239.30

\$137.10

\$122.70

\$231.50

Not Covered

Not Covered

Not Covered

\$24.50

\$33.60

\$43.60

farmers.com

Policy No.

Questions?

Call your agent/producer

Manage your account:

Go to www.farmers.com to access your account any time!

Declaration Page (continued)

Coverage	Limits (applicable to all vehicles)	Premiums by Vehicle		
		Vehicle 1	Vehicle 2	Vehicle 3
Underinsured Motorist	\$100,000 each person \$300,000 each accident	\$9.80	\$13.40	\$17.50
Comprehensive		\$86.40	\$46.70	\$56.90
Collision		\$140.00	\$119.40	\$147.00
Towing and Road Service	\$150 each accident	\$7.90	\$7.90	\$7.90
Safety Glass - Waiver of Deductible		\$22.30	\$22.30	\$22.30
Total Premium Per Vehicle		\$653.70	\$516.20	\$766.00
► Policy Premium		\$1,935.90		

Fee Detail

	Vehicle 1	Vehicle 2	Vehicle 3	Total
State Theft Prevention Fee	\$0.50	\$0.50	\$0.50	\$1.50
► Fees				\$1.50
► Policy Premium and Fees				\$1,937.40

Discounts

Discount Type	Applies to Vehicle(s)	Discount Type	Applies to Vehicle(s)
Auto/Home	1, 2, 3	Multiple Car	1, 2, 3
Homeownership	1, 2, 3	EFT	1, 2, 3
Shared Family Car	1, 2, 3	Youthful Driver	1, 2, 3
Good Payer	1, 2, 3	ePolicy	1, 2, 3
Safe Driver	1, 2, 3	Good Student	1, 2, 3
Alternative Fuel	1		

Lienholder and Additional Interest

Vehicle	Lienholder	Loan Number
2015 Lincoln Mkc 4D 2Wd		Not Applicable

Losses and Citations

Driver	Type	Date
	Loss	

farmers.com

Policy No. [REDACTED]

Questions?

Call your agent/producer [REDACTED]

Manage your account:

Go to www.farmers.com to access your account any time!

Declaration Page (continued)**Policy and Endorsements**

This section lists the policy form number and any applicable endorsements that make up your insurance contract. Any endorsements that you have purchased to extend coverage on your policy are also listed in the coverages section of this declarations document:
56-5619 1st ed.; AZ044 1st ed.; AZ048 1st ed.; 25-2480 6-12

Other Information

- Vehicle 1,2,3 - Deductible waived if glass repaired rather than replaced.
- Vehicle 2 - When your vehicle loan is paid off, please contact your Farmers Agent.
- This policy conforms to ARS 28-4009 in all respects required by law.
- Farmers Friendly Reviews are a great way to make sure you are receiving all the discounts for which you qualify, and identify any potential gaps in coverage. Contact your agent to learn more about the policy discounts, coverage options, and other product offerings that may be available to you.

***Information on Additional Fees**

The "Fees" stated in the "Premium/Fees" section on the front apply on a per-policy, not an account basis. The following additional fees also apply:

- | | |
|---|---|
| <p>1. Service Charge per Installment (In consideration of our agreement to allow you to pay in installments):</p> <ul style="list-style-type: none"> - For Recurring Electronic Funds Transfer (EFT) and fully enrolled online billing (paperless): \$0.00 (applied per account) - For other Recurring EFT plans: \$2.00 (applied per account) - For all other payment plans: \$5.00 (applied per account) | <p>2. Late Fee: \$0.00 (applied per account)</p> <p>3. Returned Payment Charge: \$25.00 (applied per check, electronic transaction, or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account)</p> <p>4. Reinstatement Fee: \$25.00 (applied per policy)</p> |
|---|---|

If this account is for more than one policy, changes in these fees are not effective until the revised fee information is provided for each policy.

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

farmers.com

Policy No. [REDACTED]

Questions?
Call your agent/producer [REDACTED]

Manage your account:
Go to www.farmers.com to access your account any time!



Personal Auto Policy

Index

Declarations Page

Your Declarations Page is attached.

Insuring Agreement 3

Definitions Used Throughout this Policy 3

Part I - Liability Coverage

Coverage A - Bodily Injury	4
Coverage B - Property Damage	4
Insuring Agreement - Bodily Injury and Property Damage Coverage	4
Additional Payments	4
Additional Definitions Used in This Part Only	5
Exclusions - What is Not Insured in Part I	5
Limits of Liability	6
Legal Action Against Us	7
Conformity with Financial Responsibility Laws	7
Out of State Coverage	7
Other Insurance	7

Part II - Uninsured and Underinsured Motorist Coverage

Coverage C - Uninsured Motorist Coverage	7
Insuring Agreement - Uninsured Motorist Bodily Injury Coverage	7
Coverage C 1 - Underinsured Motorist Coverage	7
Insuring Agreement - Underinsured Motorist Bodily Injury Coverage	7
Additional Definitions Used in This Part Only	7
Exclusions - What is Not Insured in Part II	8
Additional Duties for Part II - Uninsured and Underinsured Motorist Coverage	9
Limits of Liability	9
Other Insurance	10
Arbitration	10

Part III - Medical Expense Coverage

Insuring Agreement - Medical Expense Coverage	10
Unreasonable or Unnecessary Medical Expenses	11
Additional Definitions Used in This Part Only	11
Exclusions - What is Not Insured in Part III	12
Additional Duties for Part III - Medical Expense Coverage	12
Limits of Liability	13
Other Insurance	13
Our Right to Recover Payment	13

Part IV - Damage to Your Car

Insuring Agreement	13
Coverage F - Comprehensive Coverage	13
Coverage G - Collision Coverage	14
Coverage H - Towing and Road Service Coverage	14
Additional Definitions Used in This Part Only	14
Exclusions - What is Not Insured in Part IV	16
Additional Duties for Part IV - Damage to Your Car	17
Payment of Loss	17
Limits of Liability	17
Preservation of Salvage	18
No Benefit to Bailee	18
Legal Action Against Us	18
Other Insurance	18
Appraisal	18

Part V - Duties After an Accident and General Conditions

Duties After an Accident	19
General Conditions	19
1. Policy Period and Territory	19
2. Your Duty to Report Changed Circumstances	19
3. Coverage Changes	20
4. Legal Action Against Us	20
5. Transfer of Your Interest	20
6. Our Right to Recover Payment	20

Personal Auto Policy (continued)

7. Bankruptcy.....	20	15. Payment.....	23
8. Termination.....	20	16. Joint and Individual Interests.....	24
9. Misrepresentation or Fraud.....	23	17. Loss Payable Provisions.....	24
10. Terms Conformed to Statutes.....	23	18. Limited Material Damage Coverage in Mexico.....	24
11. Proof of Mailing.....	23	19. Car Sharing.....	25
12. Policy Fees.....	23		
13. Additional Benefits and Services.....	23	Special Provisions.....	25
14. Policy Notices.....	23		

READ YOUR POLICY CAREFULLY.

- Any additional provisions affecting **your** policy are attached as "endorsements."
- This policy is a legal contract between **you** (the policyholder) and **us** (the Company). **It contains certain exclusions.**

farmers.com

Personal Auto Policy (continued)

- c. Insured persons;
- d. Lawsuits brought;
- e. Cars involved in the accident; or
- f. Premiums paid.

All claims of others derived from such **bodily injury**, including, but not limited to, emotional injury, mental anguish, loss of society, loss of companionship, loss of services, loss of consortium and wrongful death are included in the "CSL" limit.

- 6. No person is entitled to duplicate payments for the same elements of **damages** from this policy or any other policy.
- 7. Stacking or aggregation of Liability Coverage limits for **bodily injury and property damage** is not permitted by this policy.

Legal Action Against Us

Under **Part I - Liability Coverage**, no legal action may be brought against us until:

- 1. We agree in writing that the **insured person** has an obligation to pay; or
- 2. The amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring us into any action brought to determine the liability of an **insured person**.

Conformity with Financial Responsibility Laws

When we certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by law.

Out of State Coverage

If an **accident** to which this policy applies occurs in any state or province other than the one in which **your insured car** is principally garaged, and if a statute of that **accident state** or province that is applicable to us deems out-of-state vehicle liability policies issued by us to provide particular forms or limits of coverage not provided for in this policy when **your insured car** is involved in an **accident** in that state, then for purposes of that **accident** only, we will interpret **your policy** as providing the additional minimum coverage(s) deemed to be provided, at the minimum amounts permitted by law, and subject to the exclusions set forth in this policy. **Our** obligation to pay such coverage shall be reduced by all other available insurance, to the extent permitted by the law of the other state. Nothing contained herein constitutes a choice of law provision or consents to the application of the law of any particular state or province.

Other Insurance

- 1. If there is other applicable auto liability insurance on any other policy that applies to an **accident** insured under Part I, we will pay only **our share**. **Our share** is the proportion that **our** limits of liability bear to the total of all applicable limits. However, the total amount payable among all such policies will not exceed the limits provided by the single policy with the highest limits of liability.
- 2. Any coverage we provide for a **rental car** shall be excess over any other collectible insurance. However, in accordance with Arizona Law, **our** coverage will be primary if the owner of the **rental car** does not extend any of its Motor Vehicle Financial Responsibility or provide Public Liability Insurance Coverage to you. If we provide primary coverage, we will pay only **our share**. **Our share** is the proportion that **our** limits of liability bear to the total of all applicable limits.
- 3. Any insurance we provide under this policy for a **non-owned car** shall be excess over any other collectible insurance. The highest limits of liability shown on the **Declarations Page** of this policy for any one **your insured car** will apply.

Part II - Uninsured and Underinsured Motorist Coverage

Coverage C - Uninsured Motorist Coverage

Insuring Agreement - Uninsured Motorist Bodily Injury Coverage

If a limit for this coverage is shown on **your Declarations Page**, we will pay **damages** an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by an **insured person**, caused by an accident, and arising out of the ownership, maintenance or use of an **uninsured motor vehicle**.

Coverage C1 - Underinsured Motorist Coverage

Insuring Agreement - Underinsured Motorist Bodily Injury Coverage

If a limit for this coverage is shown on **your Declarations Page**, we will pay **damages** an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury** sustained by an **insured person**, caused by an accident, and arising out of the ownership, maintenance or use of an **underinsured motor vehicle**.

Additional Definitions Used in This Part Only

- 1. **Insured person** in Part II means:
 - a. You or any family member;
 - b. Any person while occupying **your insured car** with **your** permission; or

Personal Auto Policy (continued)

- c. Any person who is entitled to recover **damages** covered by Part II because of **bodily injury** sustained by a person described in a or b above.

Insured person does not mean:

Any person while operating a **car** that is available for hire or while using a **car** that is part of a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement.

2. **Underinsured motor vehicle** means a land motor vehicle or trailer of any type to which a **bodily injury** liability policy applies at the time of the accident but the sum of all applicable limits of liability for bodily injury is less than the total **damages** for **bodily injury** resulting from the accident. To the extent that the total **damages** exceed the total applicable liability limits, any **Underinsured Motorist Coverage** under this policy is applicable to the difference.

However, an **underinsured motor vehicle** does not include any vehicle or trailer:

- a. For which there is a policy or bond providing bodily injury liability coverage or protection at the time of the accident but the limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility laws of Arizona;
 - b. Operated on rails or crawler treads;
 - c. Designed mainly for use off public roads, while not on public roads;
 - d. While located for use as a residence or premises;
 - e. That is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
 - f. Insured under the Liability Coverage of this policy if the **insured person** has recovered the "Each Person" liability limit under the Liability Coverage of this policy. However, if the **insured person** has recovered less than the "Each Person" limit under the liability section of this policy, then the total amount of this coverage shall not exceed the difference between the amount recovered and the "Each Person" liability limit; or
 - g. That is an **uninsured motor vehicle**.
3. **Uninsured motor vehicle** means a land motor vehicle or trailer of any type:
- a. To which no liability bond or policy applies at the time of the accident;
 - b. For which a bodily injury liability policy or bond applies at the time of the accident but its limit for **bodily injury**

liability is less than the minimum required by the financial responsibility laws of Arizona;

- c. To which a liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (1) denies coverage; or
 - (2) is or becomes insolvent or otherwise unable to pay motor vehicle liability insurance claims;
- d. That is a hit-and-run vehicle, whose owner or operator cannot be identified, and which causes an accident resulting in **bodily injury** or **property damage**.
- e. Where an **insured person** makes a **bodily injury** claim under uninsured or underinsured motorist coverage based on an accident that involved an unidentified motor vehicle and no physical contact with the motor vehicle occurred, the **insured person** shall provide corroboration that the unidentified motor vehicle caused the accident. For the purposes of this subsection, "corroboration" means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the **insured person's** representation of the accident.

An **uninsured motor vehicle** does not mean any vehicle:

- a. Operated on rails or crawler treads;
- b. Designed mainly for use off public roads, while not on public roads;
- c. While located for use as a residence or premises;
- d. That is an **underinsured motor vehicle**; or
- e. That is not required to be registered as a motor vehicle.

Exclusions - What is Not Insured in Part II

We do not provide Uninsured Motorist or Underinsured Motorist Coverage for any **insured person** for:

1. The direct or indirect benefit of any insurer or self-insurer under any of the following or similar laws or funds:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
2. **Bodily Injury** arising out of the ownership, maintenance or operation of **your insured car** while it is being used to carry persons or property for compensation or a fee, including but not limited to the pick up or delivery or return from a pick up or delivery of:
 - a. Products;
 - b. Documents;
 - c. Newspapers; or
 - d. Food.

Personal Auto Policy (continued)

This exclusion does not apply to a share-the-expense car pool or use of **your insured car** by an **insured person** in the course of volunteer work for a tax-exempt organization under Arizona law.

3. **Bodily injury or property damage** for any accident that occurs while **your insured car** or any **car** is in a **Personal Car Sharing Program**, a **Commercial Ride-Sharing Program** or a similar arrangement. This exclusion does not apply to a share-the-expense car pool.
4. Attorney's fees or litigation expenses including those that result from any lawsuit where punitive or exemplary damages were awarded.

Additional Duties for Part II - Uninsured and Underinsured Motorist Coverage

An **insured person** must comply with the following provisions:

1. Any judgment or settlement for **damages** against an owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** that arises out of a lawsuit brought without our written consent is not binding on us unless we:
 - a. Received from the **insured person** reasonable notice of the suit that resulted in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the suit.
2. When the **insured person** informs us of a settlement offer, if any, proposed by or on behalf of the owner or driver of the **uninsured motor vehicle**, the **insured person** must request our written consent to accept such settlement offer. If we:
 - a. Consent in writing, then the **insured person** may accept such settlement offer; or
 - b. Inform the **insured person** in writing that we do not consent, then the **insured person** may not accept such settlement offer and we will make payment to the **insured person** in an amount equal to such settlement offer. This payment is considered a payment made by or on behalf of the owner or driver of the **uninsured motor vehicle**.
3. An **insured person** must take all necessary steps to protect our right of subrogation, which may include the filing of a suit against an uninsured motorist. Any suit filed by an **insured person** must be filed within the applicable statute of limitations. If we make a payment and the **insured person** recovers from another party, the **insured person** shall hold the proceeds in trust for us and pay us back the amount we have paid.
4. A person seeking Uninsured Motorist Coverage under this policy must also submit to physical examinations at our

expense by doctors we select as often as we may reasonably require.

5. Any action brought against us pursuant to this coverage must be brought in the county in which the person seeking benefits resides.

Limits of Liability

1. If your **Declarations Page** shows a "split" limit for Uninsured Motorist Coverage or Underinsured Motorist Coverage:
 - a. The amount shown for "Each Person" is the most we will pay for all **damages** due to **bodily injury** to an **insured person**. All claims of others derived from such **bodily injury**, including, but not limited to:
 - (1) emotional injury;
 - (2) mental anguish;
 - (3) loss of society;
 - (4) loss of companionship;
 - (5) loss of services;
 - (6) loss of consortium; and
 - (7) wrongful death
 are included in the "Each Person" limit.
 - b. 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 **insured persons** in any one accident.
 - c. The limits of liability shown on the **Declarations Page** for Uninsured Motorist Coverage or Underinsured Motorist Coverage are the most we will pay regardless of the number of:
 - (1) Claims made;
 - (2) **Insured cars**;
 - (3) **Insured persons**;
 - (4) Lawsuits brought;
 - (5) Motor vehicles involved in the accident; or
 - (6) Policies; or
 - (7) Premiums paid.
2. If the **Declarations Page** shows that a combined single limit or "CSL" applies for Uninsured Motorist Coverage or Underinsured Motorist Coverage:
 - a. The amount shown is the most we will pay for the total of all **bodily injury** and/or **property damage** to an **insured person** resulting from any one accident arising out of the ownership, maintenance or use of an **uninsured motor vehicle** or **underinsured motor vehicle**. The "CSL" limit of liability includes all claims of others derived from such **bodily injury**, including, but not limited to:

Personal Auto Policy (continued)

- (1) emotional injury;
- (2) mental anguish;
- (3) loss of society;
- (4) loss of companionship;
- (5) loss of services;
- (6) loss of consortium; and
- (7) wrongful death.
- b. The "CSL" limit of liability is the most we will pay regardless of number of:
 - (1) Claims made;
 - (2) **Your insured cars;**
 - (3) **Insured persons;**
 - (4) Lawsuits brought;
 - (5) Motor vehicles involved in the accident; or
 - (6) Premiums paid.
3. We will not pay under Part II any expenses paid or payable under any medical or disability benefits coverage applicable to the **uninsured motor vehicle** and collectible from the insurer of such car.
4. The most we will pay any one **insured person** is the least of:
 - a. The amount by which the **insured person's damages for bodily injury** exceed the sum of the "Each Person" limits of liability of all bodily injury liability insurance coverages that apply to the accident; or
 - b. The amount by which the **insured person's damages for bodily injury** exceed the amount paid to the **insured person** by or for any person or organization who is or may be held legally liable for the **bodily injury**.
5. If multiple policies or coverages purchased from us by an **insured person** on different vehicles provide Uninsured Motorist Coverage or Underinsured Motorist Coverage to an accident or claim, then the **insured person** shall select one of these policies or coverages to apply. Only one coverage or policy selected by the **insured person** shall apply.
6. In no event shall the limit of liability for two or more cars or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available as Uninsured or Underinsured Motorist Coverage benefits.
7. The limits are not increased by insuring additional vehicles, even though a separate premium for each vehicle is shown on the **Declarations Page**.

Other Insurance

1. If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to

the insurance being provided under Part II of this policy, any recovery for **damages** under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one car under any insurance providing coverage on either a primary or excess basis.

2. Any insurance we provide with respect to a non-owned motor vehicle shall be excess over any other collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. On a primary basis, subject to the Limits of Liability under Part II, we will pay only **our** share of the **damages** that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, subject to the Limit of Liability under Part II, we will pay only **our** share of the **damages** that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

Arbitration

If an **insured person** and we do not agree (1) that the person is legally entitled to recover **damages** from the owner or operator of an **uninsured motor vehicle**, or (2) as to the amount of payment under this part, then either that person or we may demand that the issue be determined by arbitration.

In that event, the **insured person** will select an arbitrator and we will select another. The two arbitrators will select a third. If they cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the third arbitrator. The **insured person** will pay the arbitrator selected by that person. We will pay the arbitrator we select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally.

Arbitration will take place in the county where the **insured person** lives. Local court rules governing procedures and evidence will apply. The decision in writing of any two arbitrators will be binding subject to the terms of this insurance.

Part III- Medical Expense Coverage

Insuring Agreement - Medical Expense Coverage

1. Subject to the limits of liability shown on your **Declarations Page**, if you have paid the premium for this coverage, we will pay the **reasonable expenses** for **necessary medical services** and funeral services:

BRISTOL WEST INSURANCE
underwritten by
COAST NATIONAL INSURANCE COMPANY

PO BOX 31029
INDEPENDENCE, OH 44131-0029
1-888-888-0080

PERSONAL AUTO DECLARATION

(Page 1)

POLICY NUMBER	Policy Period	
	From	To
	07/19/20	later of 12:01 a.m. or time application is executed 01/19/21 12:01 a.m.

Inquire or pay your bill online using www.bristolwest.com

* Unless cancelled sooner for valid reasons.

Named Insured:

SAN TAN VLY AZ 85140-4420

Telephone

POLICY PREMIUM TOTAL \$ 736.00
(includes \$22.00 for policy fee)

Transaction Description

POLICY DECLARATION

Drivers

Drivers on Policy

Rated	SR22	Birth	Mar	Sex
Rated	N	04/11/85	M	M
Rated	N	03/24/86	M	F

Forms and Endorsements

49302 (08/14)	40125 (11/12)	AZ-PCE-01 (03/16)	AZ-NRE-01 (07/20)
RENT0001 (01/07)	TL00001 (01/07)		

Vehicle	1	PREMIUM \$	402.00
---------	---	------------	--------

Year / Make / Model: 2012 DODG GRAND CARAVAN SE

Vehicle Use: Pleasure

Vehicle Identification #: [REDACTED]

Surcharges:

Discounts: HOMEOWNER, CONTINUOUS INSURANCE, SAFE DRIVER DISCOUNT, MULTI-CAR, MULTI-POLICY,
3 YEARS CLEAN, ADVANCED PURCHASE, PRIOR INSURANCE, GO PAPERLESS, ADVANCE QUOTE,
EFT

Garaging Location: [REDACTED] SAN TAN VLY, AZ 85140

Loss Payee: N/A

Additional Interest: N/A

Coverage	Per Person Limit	Per Accident Limit	Deductible	Premium
LIABILITY - BODILY INJURY	25,000	50,000		97.00
UNINSURED MOTORIST BODILY INJURY	25,000	50,000		17.00
LIABILITY - PROPERTY DAMAGE		25,000		65.00
COLLISION			750	87.00
COMPREHENSIVE			100	80.00
RENTAL REIMBURSEMENT				15.00
(\$30 PER DAY / 30 DAYS MAXIMUM)				
TOWING AND LABOR				4.00
(\$75 PER DAY / \$225 PER TERM)				
UNDERINSURED MOTORIST BODILY INJURY	25,000	50,000		37.00



Authorized Signature
Page 1 of 2

BRISTOL WEST INSURANCE
underwritten by
COAST NATIONAL INSURANCE COMPANY

PO BOX 31029
INDEPENDENCE, OH 44131-0029
1-888-888-0080

PERSONAL AUTO DECLARATION

(Page 2)

POLICY NUMBER	From	Policy Period To
	07/19/20	later of 12:01 a.m. or time application is executed 01/19/21 12:01 a.m.

Inquire or pay your bill online using www.bristolwest.com

* Unless cancelled sooner for valid reasons.

Named Insured:

SAN TAN VLY AZ 85140-4420

Telephone:

Vehicle 2	PREMIUM \$ 312.00
Year / Make / Model: 2006 CHEV MALIBU MAXX LT	
Vehicle Identification #: [REDACTED]	
Vehicle Use: Pleasure	
Surcharges:	
Discounts: HOMEOWNER, CONTINUOUS INSURANCE, SAFE DRIVER DISCOUNT, MULTI-CAR, MULTI-POLICY, 3 YEARS CLEAN, ADVANCED PURCHASE, PRIOR INSURANCE, GO PAPERLESS, ADVANCE QUOTE, EFT	
Garaging Location:	SAN TAN VLY, AZ 85140
Loss Payee:	N/A
Additional Interest:	N/A

Coverage	Per Person Limit	Per Accident Limit	Deductible	Premium
LIABILITY - BODILY INJURY	25,000	50,000		89.00
UNINSURED MOTORIST BODILY INJURY	25,000	50,000		16.00
LIABILITY - PROPERTY DAMAGE		25,000		48.00
COLLISION			750	57.00
COMPREHENSIVE			100	47.00
RENTAL REIMBURSEMENT				15.00
(\$30 PER DAY / 30 DAYS MAXIMUM)				
TOWING AND LABOR				4.00
(\$75 PER DAY / \$225 PER TERM)				
UNDERINSURED MOTORIST BODILY INJURY	25,000	50,000		36.00

Debra O'Brien

Authorized Signature
Page 2 of 2



Arizona

**Personal Auto
Policy**

Claims

1-800-274-7865

All Other Calls

1-888-888-0080

(Toll-Free)

Coast National Insurance Company

TABLE OF CONTENTS

	Page
AGREEMENT.....	1
GENERAL DEFINITIONS	1
PART A – Liability Coverage	4
Insuring Agreement	4
Supplementary Payments	5
Additional Definitions	5
Exclusions	5
Limit of Liability	9
Financial Responsibility	10
Other Insurance	10
PART B – Medical Payments Coverage ...	11
Insuring Agreement	11
Additional Definitions	11
Exclusions	11
Limit of Liability	14
Other Insurance	14
PART C – Uninsured/Underinsured	
 Motorist Coverage	15
Insuring Agreement – Uninsured	
Motorist Coverage	15
Insuring Agreement – Underinsured	
Motorist Coverage	15
Additional Definitions	15
Exclusions	18
Limit of Liability	19
Other Insurance	21
PART D – Damage to Your Auto	22
Insuring Agreement – Collision Coverage ...	22
Insuring Agreement – Comprehensive	
Coverage	22
Transportation Expenses	22
Rental Reimbursement Coverage	23
Towing and Labor Coverage	24
Additional Equipment Coverage	24
Dynamite Deductible®	24
Auto Loan/Lease Coverage	25
Additional Definitions	25

	Page
Exclusions	26
Limit of Liability	29
Total Loss	31
Payment of Loss	31
Loss Payable Clause	31
No Benefit to Bailee	32
Other Insurance	32
Appraisal	32
PART E – Duties After An Accident or Loss	33
PART F – General Provisions	35
Terms Conformed to Statutes	35
Coverage Deemed Granted By Out-Of-State Statute	35
Bankruptcy	36
Changes	36
Misrepresentation or Fraud	37
Legal Action Against Us	38
Our Right to Recover Payment	38
Policy Period and Territory	40
Cancellation	40
Nonrenewal	42
Premium Refund and Cancellation Fee	44
Automatic Termination	44
Proof of Mailing	45
Transfer of Your Interest in This Policy	45
Two or More Auto Policies	45
Policy and/or Filing Fees	45
Additional Premium Due – Loss Settlement ..	45
Claims Settlement	46
Named Driver Exclusion	46
ENDORSEMENTS	47
Limited Material Damage Coverage In Mexico Endorsement	47
Named Non-Owner Endorsement	48

ARIZONA

PERSONAL AUTO POLICY

AGREEMENT

Your policy consists of the policy contract, your insurance application, the **Declarations**, and all endorsements to this policy. In reliance upon the statements of fact made in the application for this insurance, which statements of fact you represent are true to the best of your knowledge, and in return for the payment of the premium, we agree with you, for the coverages shown in the **Declarations** and subject to all the terms and conditions of the policy, as follows:

GENERAL DEFINITIONS

Certain words and phrases are defined by using bold-face type. The defined terms have the same meaning whether in the singular, plural, or any other form. They are defined as follows:

1. **You and your** refer to:
 - a. The **named insured** shown in the **Declarations**; and
 - b. The spouse of the **named insured** shown in the **Declarations**, if a **resident** of the same household.
2. **We, us and our** refer to the insurance company providing this insurance, as shown in the **Declarations**.
3. **Accident** means a sudden, unexpected and unintended event that arises out of the ownership, maintenance, or use of an **auto** as an **auto**, and that causes **bodily injury** or **property damage** during the policy period.
4. **Additional auto** means an **auto** you acquire that is in addition to any **auto** shown in the **Declarations**, if:
 - a. The **auto** is acquired during the policy period;
 - b. No other insurance policy provides coverage for the **auto**;
 - c. **You** ask **us** to insure the **auto** within 30 days after you become the **owner** of the **auto**; and

**PART C – UNINSURED/
UNDERINSURED MOTORIST
COVERAGE**

**INSURING AGREEMENT – UNINSURED
MOTORIST COVERAGE**

If you pay us the premium when due for this coverage, we will pay for damages an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by an **insured person**, caused by an **accident**, and arising out of the ownership, maintenance or use of an **uninsured motor vehicle**.

**INSURING AGREEMENT – UNDERINSURED
MOTORIST COVERAGE**

If you pay us the premium when due for this coverage, we will pay for damages an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury** sustained by an **insured person**, caused by an **accident**, and arising out of the ownership, maintenance or use of an **underinsured motor vehicle**.

We will pay under Part C only after the limits of liability under all liability policies and bonds applicable have been exhausted by payment of judgments or settlements.

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

An **insured person** must notify us in writing at least 30 days before entering into any settlement with the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**, or that person's liability insurer. If, within 30 days after we receive notice of tentative settlement from the **insured person**, we notify the **insured person** that we refuse to consent to a proposed settlement, the **insured person** must protect and preserve our right of subrogation to the claim against the operator or owner of any **uninsured motor vehicle** or **underinsured motor vehicle** who is liable for the **accident**.

ADDITIONAL DEFINITIONS

When used in this Part C:

1. **Insured person** means:

- a. **You**, any **family member** or any other person listed as an additional driver in the **Declarations**;
- b. Any other person while **occupying your covered auto**, provided the actual use thereof is with the permission of the **named insured**; and
- c. Any person entitled to recover damages for **bodily injury** covered under Part C of this policy sustained by a person meeting the definition of an **insured person** in 1.a. or 1.b. above.

2. **Underinsured motor vehicle** means a land motor vehicle or **trailer** of any type to which a Bodily Injury Liability Policy applies at the time of the **accident** but the sum of all applicable limits of liability for **bodily injury** is less than the total damages for **bodily injury** resulting from the **accident**. To the extent that the total damages exceed the total applicable liability limits, any Underinsured Motorist Coverage under this policy is applicable to the difference.

However, an **underinsured motor vehicle** does not include any vehicle or **trailer**:

- a. For which there is a policy or bond providing Bodily Injury Liability Coverage or protection at the time of the **accident** but the limit for **bodily injury** liability is less than the minimum limit for **bodily injury** liability specified by the financial responsibility laws of Arizona;
- b. Operated on rails or crawler treads;
- c. That is a farm type tractor or equipment designed for use principally off public roads, except while actually on public roads;
- d. While located for use as a residence or premises;
- e. That is **owned** or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;

- f. Insured under the Liability Coverage of this policy if the **insured person** has recovered the per person liability limit under the Liability Coverage of this policy. However, if the **insured person** has recovered less than the per person limit under the liability section of this policy, then the total amount of this coverage shall not exceed the difference between the amount recovered and the per person liability limit; or
 - g. That is an **uninsured motor vehicle**.
4. **Uninsured motor vehicle** means a land motor vehicle or **trailer** of any type:
- a. For which no Liability Policy or bond applies at the time of the **accident**;
 - b. For which a Bodily Injury Liability Policy or bond applies at the time of the **accident** but its limit for Bodily Injury Liability is less than the minimum required by the financial responsibility laws of Arizona;
 - c. To which a Liability Policy applies at the time of the **accident** but the insuring company:
 - i. Denies coverage;
 - ii. Refuses to admit coverage except conditionally or with reservation; or
 - iii. Is or becomes insolvent, declared bankrupt, or subject to the appointment of a receiver;
 - d. Which is a hit-and-run vehicle whose owner or operator cannot be identified and which hits or makes physical contact with:
 - i. **You** or any **family member**;
 - ii. A vehicle which **you** or any **family member** are occupying; or
 - iii. **Your covered auto**; or
- provided that an **insured person** or their representative reports the **accident** to the police or civil authority within 72 hours, or as soon as practicable, after the **accident**. If an **insured person** makes a **bodily injury** claim under Uninsured or Underinsured Motorist Coverage based on an **accident**

that involved an unidentified motor vehicle and no physical contact with the motor vehicle occurred, the **insured person** shall provide corroboration that the unidentified motor vehicle caused the **accident**. For the purposes of this subsection, "corroboration" means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the **insured person's** representation of the **accident**.

However, **uninsured motor vehicle** does not include any vehicle:

- a. **Owned** by an **insured person** or furnished or available for the regular use of an **insured person**;
- b. **Owned** or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- c. Operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle;
- d. That is a farm-type tractor or equipment designed for use principally off public roads, except while actually upon public roads;
- e. That is insured by a Motor Vehicle Liability Policy that complies with Arizona Statute 28-4009;
- f. That is an **underinsured motor vehicle**; or
- g. For which coverage under Part A applies.

EXCLUSIONS THAT APPLY TO PART C – UNINSURED/UNDERINSURED MOTORIST COVERAGE

Coverage under Part C does not apply:

1. If the **insured person** or their legal representative settles or prosecutes to a judgment a claim for **bodily injury** without our consent.
2. To **bodily injury** arising out of the ownership, maintenance or operation of any vehicle while it is being used to carry persons or property for

compensation or a fee, including but not limited to the pickup or delivery or return from a pick-up or delivery of products, documents, newspapers, or food. This exclusion does not apply to a share-the-expense car pool or use of **your covered auto** by an **insured person** in the course of volunteer work for a tax-exempt organization under Arizona law.

3. To **bodily injury** when an **insured person** is using a vehicle without a reasonable belief that the person is entitled to do so.
4. Directly or indirectly to benefit any **insured person** or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
5. To any claim for punitive, exemplary, multiple damages, fines, penalties, or restitution.

LIMIT OF LIABILITY

A. Split Limit of Liability

The limit of Uninsured Motorist Bodily Injury Liability or Underinsured Motorist Bodily Injury Liability Coverage shown in the Schedule or in the **Declarations** is the most we will pay regardless of the number of:

1. **Insured persons;**
2. **Claims made;**
3. **Vehicles or premiums shown in the Declarations;**
4. **Vehicles involved in the accident; or**
5. **Premiums paid.**

The Uninsured/Underinsured Motorist Bodily Injury Limit for each person as shown in the **Declarations** is the maximum we will pay for **bodily injury** sustained by any one person in any one **accident**, including all derivative claims which include, but are not limited to, loss of consortium, loss of services, loss of companionship, or injury to any personal relationship. **Bodily injury** to any one **person** includes all injury and damages to others resulting from this **bodily injury**.

Subject to the Uninsured/Underinsured Motorist Bodily Injury Limit for each person, the **bodily injury** limit for each **accident** as stated in the **Declarations** is the maximum we will pay for **bodily injury** sustained by two or more persons in any one **accident**.

B. Combined Single Limit

If the **Declarations** show that a "Combined Single Limit" or "CSL" applies, the amount shown is the most we will pay for the total of all damages resulting from any one **accident**. This is the most we will pay regardless of the number of:

1. **Insured persons;**
2. Claims made;
3. Vehicles or premiums shown in the **Declarations;**
4. Policies; or
5. Vehicles involved in the **auto accident**.

The Combined Single Limit includes all derivative claims which include, but are not limited to, loss of consortium, loss of services, loss of companionship, or injury to any personal relationship. **Bodily injury** to any one person includes all injury and damages to others resulting from this **bodily injury**.

The limit of liability under this Part C is not increased if more than one vehicle is covered under this policy.

In no event shall the limit of liability for two or more motor vehicles or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available as Uninsured Motorist Coverage or Underinsured Motorist Coverage benefits.

If multiple policies or coverages purchased from us by an **insured person** on different vehicles provide Uninsured Motorist Coverage or Underinsured Motorist Coverage to an **accident** or claim, then the **insured person** shall select one of these policies or coverages to apply. Only one coverage selected by the **insured person** shall apply.

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

The damages recoverable under the terms of this coverage because of **bodily injury** sustained in an **accident** by a person who is an **insured person** under this coverage shall be reduced by:

1. All sums paid on account of the **bodily injury** by or on behalf of the owner or operator of the uninsured vehicle and by or on behalf of any other person or organization jointly or severally liable together with the owner or operator for the **bodily injury**, including all sums paid under Part A – Liability Coverage of this policy;
2. All sums paid or payable under Part B – Medical Payments Coverage, provided that the **insured person** has fully recovered his or her damages; and
3. The amount paid and the present value of all amounts payable on account of the **bodily injury** under any workers' compensation law, disability benefits law, or any similar law, provided that the **insured person** has fully recovered his or her damages.

Any payment made under Part A of this policy for **bodily injury** in an amount equal to or less than the limits shown on the **Declarations** Page for coverage under Part A, regardless of the number of persons receiving payments, precludes any payment under Uninsured Motorist Coverage of this Part C based upon the fault of the person that is insured under Part A.

OTHER INSURANCE

If there is other applicable Uninsured or Underinsured Motorist Coverage, we will pay only **our** share of the damages. **Our** share of the damages is the proportion that **our** limit of coverage under this Part C bears to the total of all applicable limits. However, any insurance we provide with respect to an **auto you** do not own shall be excess over any other valid and collectible insurance.

Arizona Personal Auto Policy Endorsement

Please be aware of the following changes to your policy:

The following definitions are added to the GENERAL DEFINITIONS of your policy:

Commercial Ridesharing Program means an arrangement or activity through which persons or property is transported for compensation, regardless of the amount or form of compensation charged or paid and includes the time:

1. Commencing when a driver of a car is available to accept transportation requests for passengers or property for compensation;
2. Between the driver accepting a transportation request and the passengers or property entering into or being loaded upon the auto used for this request;
3. Passengers or property are in or upon the auto used for this request; and
4. Between the passengers or property exiting or unloading from the car and the driver is no longer available to accept transportation requests;

Commercial Ridesharing Program does not include "volunteer work" or a "car pool operator" as those terms are defined under Arizona law.

Personal vehicle sharing means the use of private passenger cars, utility cars, or utility trailers by any person other than their owner, in connection with a **personal vehicle sharing program**.

Personal vehicle sharing program means a legal entity engaged in the business of facilitating the sharing of private passenger cars, utility cars, or utility trailers for noncommercial use by individuals within the state.

Definition 11, under GENERAL DEFINITIONS is removed in its entirety and replaced with the following:

11. **Non-owned auto** means any private passenger auto, pickup, van or trailer not owned by or furnished or available for the regular use of you or any family member while in the custody of, or being operated by, you or any family member. **Non-owned auto** includes a rental vehicle only if the following conditions are met:
 - a. The rental vehicle is not owned by or furnished or available for the regular use of you or any family member;
 - b. The rental vehicle is operated within the United States, its territories or possessions, and Canada;
 - c. The rental vehicle is a private passenger automobile and not a motor home, camper, travel trailer, U-Haul type moving truck, or customized van;
 - d. The rental vehicle is owned by a person engaged in business of renting or leasing vehicles rented or leased without a driver to persons other than the owner and is registered in the name of such owner; and
 - e. The rental vehicle is rented under a rental agreement with a term no longer than thirty consecutive days.**Non-owned auto** does not include a vehicle that is not in the lawful possession of the person operating it.

The following paragraph is added to the definition of **Insured Person** under PART A – LIABILITY COVERAGE:

Insured person does not mean:

Any person while operating, occupying or using any auto that is available for hire or while using any auto that is part of a **Personal Vehicle Sharing Program**, **Commercial Ridesharing Program** or similar arrangement.

The following Exclusion is added to PART A – LIABILITY COVERAGE:

We do not insure bodily injury or property damage for any accident that occurs while your covered auto or any auto is being used in a **Personal Vehicle Sharing Program**, a **Commercial Ridesharing Program** or a similar arrangement.

The following paragraph is added to the definition of **Insured Person** under PART B – MEDICAL PAYMENTS COVERAGE:

Insured person does not mean:

Any person while operating any auto that is available for hire or while using any auto that is part of a **Personal Vehicle Sharing Program**, **Commercial Ridesharing Program** or similar arrangement.

The following exclusion is added to PART B – MEDICAL PAYMENTS COVERAGE:

We do not provide Medical Payments Coverage for any **Insured person** for bodily injury for any accident that occurs while your covered auto or any auto is being used in a **Personal Vehicle Sharing Program**, a **Commercial Ridesharing Program** or a similar arrangement.

The following paragraph is added to the definition of **Insured person** under PART C – UNINSURED/UNDERINSURED MOTORIST COVERAGE:

Insured person does not mean:

Any person while operating any **auto** that is available for hire or while using any **auto** that is part of a **Personal Vehicle Sharing Program**, **Commercial Ridesharing Program** or similar arrangement.

The following exclusion is added to PART C – UNINSURED/UNDERINSURED MOTORIST COVERAGE:

We do not provide coverage under Part C for any **Insured person** for bodily injury or property damage for any accident that occurs while your **covered auto** or any **auto** is being used in a **Personal Vehicle Sharing Program**, a **Commercial Ridesharing Program** or a similar arrangement.

The following exclusion is added to PART D - DAMAGE TO YOUR AUTO:

We do not provide coverage under Part D while your **covered auto** or any non-owned **auto** is being used in a **Personal Vehicle Sharing Program**, a **Commercial Ridesharing Program** or a similar arrangement.

The following is added to the LIMIT OF LIABILITY under PART D – DAMAGE TO YOUR AUTO:

If your **covered auto** is disabled due to loss insured under this policy, we will pay reasonable costs to transport it from the place of loss. We will pay reasonable and necessary storage charges for protection of your **covered auto**, but you must allow us to move your **covered auto** to a storage location of our choice at our expense, consistent with applicable law. If you do not allow us to move your **covered auto**, then we will pay only the lower storage costs that would have resulted if we had moved your **covered auto**.

The following condition is added to the PART F - GENERAL PROVISIONS of your policy:

You must disclose to us your participation, as either a driver or vehicle owner, in any **Personal Vehicle Sharing Program**, **Commercial Ridesharing Program**, or other similar arrangement. Failure to do so may result in the rescission, cancellation or nonrenewal of your policy. This duty does not apply to a share-the-expense car pool.

The following reason for cancellation is added to PART F - GENERAL PROVISIONS - CANCELLATION

7. From and after February 29, 2016, you or a family member who customarily operate a motor vehicle insured under the policy, or any other person who regularly and frequently operate a motor vehicle insured under this policy, use a motor vehicle rated or insured under this policy to provide transportation network services while logged in to the transportation network company's digital network or software application, or provide transportation network services, and you have not
 - (a) procured an endorsement to your policy that expressly provides such coverage, or
 - (b) obtained a motor vehicle liability insurance policy issued by another insurer expressly providing such coverage.

This endorsement is a part of the policy. It changes the policy so please read it carefully. All other terms, conditions, limits and provisions of this policy remain unchanged.

AZ-PCE-01 (03/16)

[REDACTED]
GLENDALE, AZ 85308

[REDACTED]
PEORIA, AZ 85383

PROGRESSIVE
AUTO

Policy Number: [REDACTED]

Underwritten by:

Progressive Preferred Insurance Co

May 22, 2019

Policy Period: May 23, 2019 - Nov 23, 2019

Page 1 of 3

[REDACTED]
Contact your agent for personalized service.

progressiveagent.com

Online Service

Make payments, check billing activity, update
policy information or check status of a claim.

1-800-274-4499

To report a claim.

Auto Insurance Coverage Summary

This is your Declarations Page
Your coverage has changed

Your coverage begins on May 23, 2019 at 12:01 a.m. This policy expires on November 23, 2019 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 9611A AZ (08/15). The contract is modified by form 7854 AZ (05/16).

Policy changes effective May 23, 2019

Changes requested on:	May 21, 2019 03:27 p.m.
Requested by:	[REDACTED]
Premium change:	\$1,022.50
Changes:	The 1968 INTL INTL has been added.

Drivers and resident relatives

Additional information

Named insured

[REDACTED]

Policy Number: [REDACTED]

Page 2 of 3

Outline of coverage**2017 FORD F150 CREW PICKUP**

VIN: [REDACTED]

Garaging ZIP Code: 85383

Primary use of the vehicle: Commute

Length of vehicle ownership when policy started or vehicle added: At least 1 year but less than 3 years

	Limits	Deductible	Premium
Liability To Others			\$2,532
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist	\$250,000 each person/\$500,000 each accident		109
Underinsured Motorist	\$250,000 each person/\$500,000 each accident		106
Comprehensive	Actual Cash Value	\$1,000	337
Full Comprehensive Window Glass		\$0 glass	
Collision	Actual Cash Value	\$1,000	1,471
Rental Reimbursement	up to \$40 each day/maximum 30 days		244
Total premium for 2017 FORD			\$4,799

2012 MINI COOPER S 2 DOOR HATCHBACK

VIN: [REDACTED]

Garaging ZIP Code: 85383

Primary use of the vehicle: Commute

Length of vehicle ownership when policy started or vehicle added: Less than 1 month

	Limits	Deductible	Premium
Liability To Others			\$2,083
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist	\$250,000 each person/\$500,000 each accident		123
Underinsured Motorist	\$250,000 each person/\$500,000 each accident		135
Total premium for 2012 MINI			\$2,341

2013 SUBARU IMPREZA STATION WAGON

VIN: [REDACTED]

Garaging ZIP Code: 85383

Primary use of the vehicle: Pleasure

Length of vehicle ownership when policy started or vehicle added: Less than 1 month

Information regarding your vehicle history (prior damage, theft or title issues) has impacted how we determine your premium.

	Limits	Deductible	Premium
Liability To Others			\$2,612
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist	\$250,000 each person/\$500,000 each accident		132
Underinsured Motorist	\$250,000 each person/\$500,000 each accident		147
Roadside Assistance			52
Total premium for 2013 SUBARU			\$2,943

Policy Number: [REDACTED]

Page 3 of 3

1968 INTL INTL

VIN: [REDACTED]

Garaging ZIP Code: 85383

Primary use of the vehicle: Pleasure

Length of vehicle ownership when policy started or vehicle added: Less than 1 month

	Limit	Deductible	Premium
Liability To Others			\$850
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist	\$250,000 each person/\$500,000 each accident		38
Underinsured Motorist	\$250,000 each person/\$500,000 each accident		48
Roadside Assistance			92
Total premium for 1968 INTL			\$1,028
Subtotal policy premium			\$11,111.00
Automobile Theft Authority Fee			2.00
Total 6 month policy premium and fees			\$11,113.00

Premium discounts

Policy

Multi-Policy, Association Membership, Home Owner, Multi-Car, Continuous Insurance, Platinum and Paid in Full

Driver

Teen Driver

Agent countersignature

W. J. [Signature]

Company officers

P. J. [Signature]

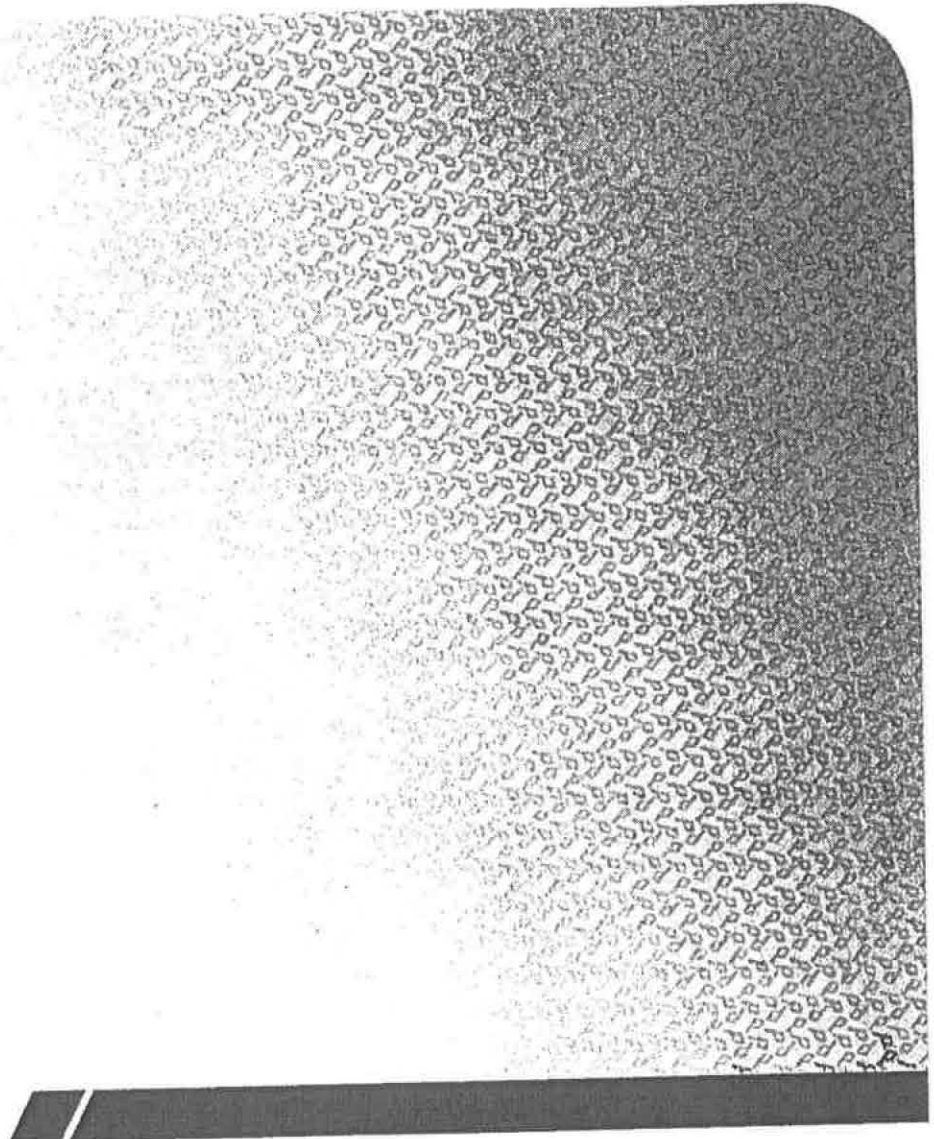
Secretary

9611A AZ 0815



ARIZONA

AUTO POLICY



Form 9611A AZ (08/15)
version 2.0

PROGRESSIVE
AUTO

CONTENTS

INSURING AGREEMENT	1
GENERAL DEFINITIONS	1
PART I—LIABILITY TO OTHERS	
Insuring Agreement	3
Additional Definition	3
Additional Payments.....	4
Exclusions	4
Limits of Liability.....	6
Financial Responsibility Laws	7
Other Insurance	7
Out-of-State Coverage	7
PART II—MEDICAL PAYMENTS COVERAGE	
Insuring Agreement	8
Additional Definitions.....	8
Exclusions	8
Limits of Liability.....	10
Unreasonable or Unnecessary Medical Expenses	10
Other Insurance	10
PART III—UNINSURED AND UNDERINSURED MOTORIST COVERAGE	
Insuring Agreement—Uninsured Motorist Coverage	11
Insuring Agreement—Underinsured Motorist Coverage.....	11
Additional Definitions.....	11
Exclusions	12
Limits of Liability.....	13
Other Insurance	14
Arbitration.....	15
PART IV—DAMAGE TO A VEHICLE	
Insuring Agreement—Collision Coverage	16
Insuring Agreement—Comprehensive Coverage	16
Insuring Agreement—Additional Custom Parts or Equipment Coverage	17
Insuring Agreement—Full Comprehensive Window Glass Coverage.....	17
Insuring Agreement—Rental Reimbursement Coverage.....	17
Insuring Agreement—Loan/Lease Payoff Coverage	18
Insuring Agreement—Pet Injury Coverage	18
Additional Definitions.....	18
Exclusions	19
Limits of Liability.....	21
Payment of Loss.....	22

No Benefit to Bailee	23
Loss Payable Clause.....	23
Other Sources of Recovery	23
Appraisal	23

PART V—ROADSIDE ASSISTANCE COVERAGE

Insuring Agreement	24
Additional Definitions.....	24
Exclusions	24
Unauthorized Service Provider.....	25
Other Insurance	25

PART VI—DUTIES IN CASE OF AN ACCIDENT OR LOSS.....25

PART VII—GENERAL PROVISIONS

Policy Period and Territory.....	26
Changes.....	26
Duty to Report Changes	27
Settlement of Claims	27
Terms of Policy Conformed to Statutes	27
Transfer of Interest	27
Fraud or Misrepresentation	28
Payment of Premium and Fees	29
Cancellation and Nonrenewal	29
Cancellation Refund.....	31
Automatic Termination.....	31
Legal Action Against Us.....	31
Our Rights to Recover Payment.....	31
Joint and Individual Interests.....	33
Bankruptcy	33

ing a vehicle or trailer, other than a **covered auto**, will be excess over any other **auto** insurance providing payments for **medical services**.

PART III—UNINSURED AND UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT—UNINSURED MOTORIST COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that 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 an accident; and
3. arising out of the ownership, maintenance or use of an **uninsured motor vehicle**.

INSURING AGREEMENT—UNDERINSURED MOTORIST COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**:

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

We will pay under this Part III only after the limits of liability under all applicable bodily injury liability bonds and policies have been exhausted by payment of judgments or settlements.

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

ADDITIONAL DEFINITIONS

When used in this Part III:

1. "**Insured person**" means:
 - a. **you**, a **relative**, or a **rated resident**;
 - b. any person while operating a **covered auto** with the permission of **you**, a **relative**, or a **rated resident**;
 - c. any person **occupying**, but not operating, a **covered auto**; and
 - d. any person who is entitled to recover damages covered by this Part III because of **bodily injury** sustained by a person described in a., b. or c. above.
2. "**Underinsured motor vehicle**" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident, but the sum of all applicable limits of liability for **bodily injury** is less than the total damages for **bodily injury** resulting from the accident.

An **underinsured motor vehicle** does not include any motorized vehicle or equipment:

- a. operated on rails or crawler treads;
 - b. designed mainly for use off public roads, while not on public roads;
 - c. while located for use as a residence or premises;
 - d. shown on the **declarations page** of this policy, unless the injured **insured person** is **you** or a **relative** and **we** have paid that person under Part I—Liability To Others an amount that is less than the limit shown on the **declarations page** for coverage under this Part III; or
 - e. that is an **uninsured motor vehicle**.
3. **"Uninsured motor vehicle"** means a land motor vehicle or trailer of any type:
- a. to which no bodily injury liability bond or policy applies at the time of the accident;
 - b. to which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (i) denies coverage; or
 - (ii) is or becomes insolvent;
 - c. 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 of Arizona; or
 - d. whose owner or operator cannot be identified and which causes an accident resulting in **bodily injury** to an **insured person**, provided that:
 - (i) the **insured person**, or someone on his or her behalf, reports the accident to the police or civil authority within 24 hours or as soon as practicable after the accident; and
 - (ii) independent corroborative evidence exists to prove that the **bodily injury** was caused by the unidentified operator of the motor vehicle. The testimony of an **insured person** seeking payment under this Part III shall not constitute independent corroborative evidence unless the testimony is supported by additional evidence.

An **"uninsured motor vehicle"** does not include any vehicle or equipment:

- a. owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent;
- b. operated on rails or crawler treads;
- c. designed mainly for use off public roads, while not on public roads;
- d. while located for use as a residence or premises;
- e. that is a **covered auto**; or
- f. that is an **underinsured motor vehicle**.

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

Coverage under this Part III will not apply:

- 1. to **bodily injury** sustained by any person while using or **occupying** a **covered auto** while being used:
 - (i) to carry persons or property for compensation or a fee; or
 - (ii) for retail or wholesale delivery, **including, but not limited to**, the pickup, transport or delivery of magazines, newspapers, mail or food.
- This exclusion does not apply to shared-expense car pools or use of an **auto** by an

- insured person** in the course of that person's **volunteer work** for an organization that is tax-exempt under Arizona law;
2. 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. to any punitive or exemplary damages;
 4. to **bodily injury** arising out of the ownership, maintenance or use of any vehicle or trailer while being used for **ride-sharing activity**. However, this exclusion will only be effective for losses occurring on or after March 1, 2016; or
 5. to **bodily injury** arising out of the use of a **covered auto** while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by you, a **relative**, or a **rated resident**.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for Uninsured Motorist Coverage and Underinsured Motorist Coverage is the most **we** will pay regardless of the number of:

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

If **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 **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.

The "each person" limit of liability includes the total of all claims made for **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 or from witnessing the **bodily injury** to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

If the **declarations page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

The damages recoverable under this Part III for accidents involving:

1. an **uninsured motor vehicle** will be reduced by:
 - a. all sums paid because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible;
 - b. all sums paid under Part I—Liability To Others;

- c. all sums paid or payable under Part II—Medical Payments Coverage; and
 - d. all sums paid or payable because of **bodily injury** under any of the following or similar laws:
 - (i) workers' compensation law; or
 - (ii) disability benefits law.
2. an **underinsured motor vehicle** will be reduced by:
- a. the total limits of all applicable liability insurance policies, including all sums paid under Part I—Liability to Others; and
 - b. the difference between the **bodily injury** limits of the applicable liability policies and bonds and any amounts paid to the **insured person** under those policies and bonds, if an **insured person** enters into a settlement agreement for an amount less than the sum of the available limits of liability under all applicable bodily injury liability bonds and policies.

However, if **you** or a **relative** recover under both Part I—Liability To Others and Part III—Uninsured and Underinsured Motorist Coverage for a claim involving a **covered auto**, **your** maximum combined recovery under both coverages is the limit of liability shown on the **declarations page** for Uninsured and Underinsured Motorist Coverage.

Any payment made under Part I—Liability To Others for **bodily injury** in any amount equal to or less than the limits shown on the **declarations page** for coverage under Part I—Liability To Others shall preclude payment under Uninsured Motorist Coverage based on the fault of the person insured under Part I.

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

If multiple policies or coverages purchased from **us** or an affiliated company by an **insured person** on different vehicles provide Uninsured Motorist Coverage or Underinsured Motorist Coverage which applies to the same accident, the **insured person** shall select one of these policies or coverages to apply to the accident. Only the one policy or coverage selected by the **insured person** shall apply and no coverage will be provided by any of the other policies or coverages.

OTHER INSURANCE

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. However, any insurance **we** provide with respect to a vehicle that is not a **covered auto** will be excess over any other uninsured or underinsured motorist coverage.

If an **auto** to which Uninsured Motorist Coverage applies under this Part III is in an accident while being used by a person employed by or engaged in an **auto business**, and there is an applicable liability insurance policy or bond issued to or for that business, its employees, officers or agents, then **our** Uninsured Motorist Coverage shall be excess to that insurance. If **you** or a **relative** are operating an **auto you** do not own that is used in an **auto business**, any uninsured motorist coverage issued to or for that business for that **auto** shall be excess to the Uninsured Motorist Coverage provided under this Part III.

ARBITRATION

If **we** and an **insured person** cannot agree on:

1. the legal liability of the operator or owner of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
2. the amount of the damages sustained by the **insured person**;
this will be determined by arbitration if **we** or the **insured person** make a written demand for arbitration. For claims involving an **uninsured motor vehicle**, the written demand must be made within three years after the date of the accident, except that an **insured person** may make a claim within three years after the earliest of the date the **insured person**:
 1. knew the tortfeasor was uninsured;
 2. knows or should have known that coverage was denied by the tortfeasor's insurer;
or
 3. knows or should have known of the insolvency of the tortfeasor's insurer.

For claims involving an **underinsured motor vehicle**, the written demand must be made within three years after the date:

1. the **insured person** knows or should have known that the tortfeasor had insufficient liability insurance to cover the **insured person's** injuries; or
2. of the accident. However, the **insured person** must have made a claim with the tortfeasor's insurer or filed an action against the tortfeasor within two years of the date of the accident or within the bodily injury statute of limitations in the state in which the accident occurred.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If the two arbitrators cannot agree on a third arbitrator within 30 days, then on joint application by the **insured person** and **us**, the third arbitrator will be appointed by a court having jurisdiction.

Each party will pay the costs and fees of its arbitrator and any other expenses it incurs. The costs and fees of the third arbitrator will be shared equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides. Local rules of procedure and evidence will apply. However, no attorney fees or costs may be awarded or recovered in any claim submitted to arbitration.

A decision agreed to by two of the arbitrators will be binding with respect to a determination of:

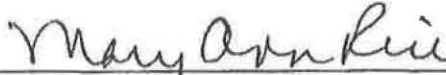
1. the legal liability of the operator or owner of an **uninsured motor vehicle** or **underinsured motor vehicle**; and
2. the amount of the damages sustained by the **insured person**.

The arbitrators will have no authority to award an amount in excess of the limit of liability.

We and an **insured person** may agree to an alternate form of arbitration.

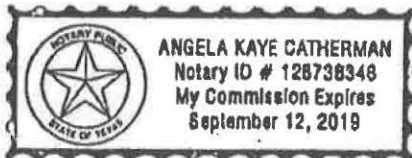
STATE OF TEXAS.

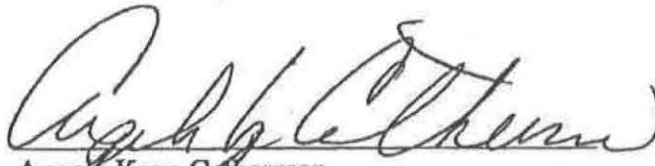
Before me, the undersigned notary public for the State of Texas, on this day personally appeared Mary Ann Rice, Administrative Support Manager and custodian of records of USAA Casualty Insurance Company, and after being by me duly sworn and upon her oath says that an exact duplicate of the USAA Casualty Insurance Company, [REDACTED], including any applicable endorsements and forms, issued to [REDACTED] effective on February 19, 2015, has been prepared under her direction and is attached hereto.



Mary Ann Rice,
Administrative Support Manager

Subscribed and sworn to before me by said Mary Ann Rice, Administrative Support Manager, this 3 day of October, 2016 at San Antonio, Texas, to certify which witness my hand and seal at office.





Angela Kaye Catherman
Notary Public
State of Texas

My commission expires on September 12, 2019



PAGE 1
MAIL MCH-M-I
Y1382
SEPTEMBER 24, 2014

AUTOMOBILE POLICY PACKET

[REDACTED]
TEMPE AZ 85284-3352

CIC [REDACTED]

POLICY PERIOD: EFFECTIVE OCT 30 2014 TO APR 30 2015

IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

This policy provides limited coverage for injury to any family member caused by another family member. Please see your Auto Policy, Part A, Limit of Liability.

Thank you for renewing your policy and allowing us to continue servicing your insurance needs. If you have any concerns or need to modify or cancel the renewal policy, please contact us immediately.

Your Uninsured Motorists Coverage (UM) and Underinsured Motorists Coverage (UIM) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on usaa.com. Or you may call us at 1-800-531-USAA (8722).

Windshield repair fraud is fast becoming more widespread. Read what you can do to protect yourself and help keep premiums affordable for all policyholders. Refer to the enclosed flier titled, "Prevent Windshield Repair Fraud."

TEXTING & DRIVING ... It Can Wait! Join USAA in the movement against distracted driving by going to <http://itcanwaitusaa.com> to watch powerful videos and take the pledge to not text and drive!

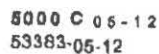
This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

To receive this document and others electronically, or manage your Auto Policy online, go to usaa.com.

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

ACS1

49708-0406





USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

ARIZONA AUTO POLICY

RENEWAL DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

Named Insured and Address

██████████
 TEMPE AZ 85284-3352

State		Veh		POLICY NUMBER
AZ		Terr		
POLICY PERIOD:		(12:01 A.M. standard time)		
EFFECTIVE OCT 30 2014 TO APR 30 2015				

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE	WORK/SCHOOL
							SYM	Miles per Week Days per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W-C=Work/School; B=Business; F=Farm; P=Personal

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES	LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH		VEH		VEH		VEH	
		D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
VEHICLE TOTAL PREMIUM			243.54		317.73				
6 MONTH PREMIUM \$	561.27								
PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.									
EARNED ACCIDENT FORGIVENESS APPLIES WITH FIVE YEARS CLEAN DRIVING WITH USAA.									
THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR:									
VEH 14 - RENTAL REIMBURSEMENT									
VEH 16 - RENTAL REIMBURSEMENT									

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date SEPTEMBER 24, 2014

Steven Alan Bennett
 Steven Alan Bennett, Secretary

Alan W. Krepf
 Alan W. Krepf, President



SUPPLEMENTAL INFORMATION

EFFECTIVE OCT 30 2014 TO APR 30 2016

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or senior citizen status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 14

ANNUAL MILEAGE DISCOUNT	-\$	31.98
MULTI-CAR DISCOUNT	-\$	21.83
PASSIVE RESTRAINT DISCOUNT	-\$	5.28
PREMIER DRIVER DISCOUNT	-\$	34.66

VEHICLE 16

ANNUAL MILEAGE DISCOUNT	-\$	44.06
ANTI-THEFT DISCOUNT	-\$	8.09
MULTI-CAR DISCOUNT	-\$	30.08
PASSIVE RESTRAINT DISCOUNT	-\$	5.54
PREMIER DRIVER DISCOUNT	-\$	47.76



USAA
9800 Fredericksburg Road
San Antonio, Texas 78288

ARIZONA AUTO POLICY

READ YOUR POLICY, DECLARATIONS AND ENDORSEMENTS CAREFULLY

The automobile insurance contract between the named insured and the company shown on the Declarations page consists of this policy plus the Declarations page and any applicable endorsements. The Quick Reference section outlines essential information contained on the Declarations and the major parts of the policy.

The policy provides the coverages and amounts of insurance shown on the Declarations for which a premium is shown.

This is a participating policy. You are entitled to dividends as may be declared by the company's board of directors.

If this policy is issued by United Services Automobile Association ("USAA"), a reciprocal interinsurance exchange, the following apply:

- By purchasing this policy you are a member of USAA and are subject to its bylaws.
- This is a non-assessable policy. You are liable only for the amount of your premium as USAA has a free surplus in compliance with Article 19.03 of the Texas Insurance Code of 1981, as amended.
- The board of directors may annually allocate a portion of USAA's surplus to Subscriber's Accounts. Amounts allocated to such accounts remain a part of USAA's surplus and may be used as necessary to support the operations of the Association. A member shall have no right to any balance in the member's account except until following termination of membership, as provided in the bylaws.

QUICK REFERENCE

DECLARATIONS PAGE	
	Named Insured and Address Policy Period Operators Description of Vehicle(s) Coverages, Amounts of Insurance and Premiums Endorsements
Beginning on Page	3 Agreement and Definitions
Part A	4 Liability Coverage
	Definitions Insuring Agreement Bodily Injury Liability Coverage and Property Damage Liability Coverage Limit of Liability Supplementary Payments Exclusions Out of State Coverage Other Insurance
Part B	7 Medical Payments Coverage
	Definitions Insuring Agreement Medical Payments Coverage Extended Benefits Coverage Limit of Liability Exclusions Other Insurance Special Provisions

(Quick Reference continued on Page 2)

Part C 11	Uninsured Motorists Coverage Underinsured Motorists	Part E 20	General Provisions
	Definitions Insuring Agreement Uninsured Motorists Coverage Underinsured Motorists Coverage Limit of Liability Exclusions Other Insurance Non-Duplication		Bankruptcy Changes Conformity to Law Duties After an Accident or Loss Legal Action Against Us Misrepresentation Non-Duplication of Payment Our Right to Recover Payment Ownership Policy Period and Territory Reducing the Risk of Loss Spouse Access Termination Transfer of Your Interest in this Policy Two or More Auto Policies
Part D 14	Physical Damage Coverage		
	Definitions Insuring Agreement Comprehensive Coverage Collision Coverage Rental Reimbursement Coverage USAA Roadside Assistance Limit of Liability Payment of Loss Loss Payable Clause Waiver of Collision Deductible Exclusions No Benefit to Bailee Other Sources of Recovery Appraisal		

(PART B Cont'd.)

leased to others, or shared as part of a personal vehicle sharing program.

11. Sustained while a participant in, or in practice for, any driving contest or challenge.
12. Sustained as a result of a covered person's exposure to fungi, wet or dry rot, or bacteria.

OTHER INSURANCE

If there is other applicable auto medical payments 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. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

SPECIAL PROVISIONS

- A. To establish Wage Earner Disability Benefits, any covered person making a claim for income actually lost must submit all income-related documents we may reasonably require.

Income will be computed using the monthly rate being earned on the date of the accident and will be paid monthly as loss accrues. If not a salary or fixed amount, the monthly rate will be the average monthly income actually earned during the 12 months preceding the accident, or during the period the covered person actually was employed if less than 12 months.

- B. If your covered auto and every other motor vehicle you own are within the policy territory referred to in Part E - General Provisions, then coverage under Part B - Medical Payments Coverage will apply to you and any family member anywhere in the world.

PART C - UNINSURED MOTORISTS COVERAGE (referred to as UM Coverage)
UNDERINSURED MOTORISTS COVERAGE (referred to as UIM Coverage)

DEFINITIONS

- A. "Covered person" as used in this Part means:

1. You or any family member.
2. Any other person occupying your covered auto.
3. Any person for damages that person is entitled to recover because of BI to which this coverage applies sustained by a person described in 1. or 2. above.

- B. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less

than the minimum limit for liability specified by Arizona's Vehicle Insurance and Financial Responsibility Law.

3. That is a hit-and-run motor vehicle. This means a motor vehicle whose owner or operator cannot be identified and that hits or that causes an accident resulting in BI without hitting:

- a. You or any family member;
- b. A vehicle you or any family member are occupying; or
- c. Your covered auto.

If there is no physical contact with the hit-and-run motor vehicle, the facts of the accident must be proved. The person making the claim shall provide corroboration that the hit-and-run

(PART C Cont'd.)

motor vehicle caused the accident. Corroboration means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to such person's representation of the accident.

4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company denies coverage or is or becomes insolvent.

However, "uninsured motor vehicle" does not include a land motor vehicle or trailer of any type that is your covered auto.

- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of the accident, but the sum of the limits of liability under all liability bonds and insurance policies applicable at the time of the accident is less than the total damages for BI resulting from the accident.

However, "underinsured motor vehicle" does not include an uninsured motor vehicle.

- D. "Uninsured motor vehicle" and "underinsured motor vehicle" do not include any vehicle or equipment:
 1. Operated on rails or crawler treads, except for a snowmobile.
 2. Designed mainly for use off public roads while not on public roads.
 3. While located for use as a residence or premises.

INSURING AGREEMENT**A. Uninsured Motorists Coverage.**

1. We will pay compensatory damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of BI sustained by a covered person and caused by an auto accident.

2. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. Underinsured Motorists Coverage.

1. We will pay compensatory damages which a covered person is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of BI sustained by a covered person and caused by an auto accident.
2. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the underinsured motor vehicle.

LIMIT OF LIABILITY

- A. For BI sustained by any one person in any one accident, our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative, or consequential damages recoverable by any persons, is the limit of liability shown on the Declarations for "each person" for UM Coverage or UIM Coverage, whichever is applicable. Subject to this limit for "each person," the limit of liability shown on the Declarations for "each accident" for UM Coverage or for UIM Coverage, whichever is applicable, is our maximum limit of liability for all damages for BI resulting from any one accident. These limits are the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown on the Declarations;
4. Premiums paid; or
5. Vehicles involved in the accident.

(PART C Cont'd.)

B. Any amount otherwise payable for damages under UM Coverage or UIM Coverage shall be reduced by all sums paid or payable because of the BI by or on behalf of persons or organizations who may be legally responsible. However, if coverage under Part A of this policy applies to the loss, the covered person will be entitled to recover under Part C of this policy no more than the difference between the amount available to the covered person under Part A and the limit of liability for UIM Coverage shown on the Declarations of this policy.

C. Any amount otherwise payable under UIM Coverage for damages to a covered person will be reduced by an amount equal to the difference between:

1. The amount available to that covered person under any bodily injury bonds or policies applicable to the underinsured motor vehicle; and
2. The amount recovered by the covered person as a result of a settlement between that covered person and the insurer of the underinsured motor vehicle.

However, any reduction of that covered person's damages will not reduce the limit of liability for UIM Coverage.

EXCLUSIONS

A. We do not provide UM Coverage for BI sustained by any covered person unless that covered person gives us written notice of their intent to pursue a claim under UM Coverage within three years after the date of the accident that caused the BI. This exclusion (A.) does not apply if the covered person makes a claim under UM Coverage within three years after the date the covered person knew or should have known that the vehicle that caused the BI is an uninsured motor vehicle.

B. We do not provide UIM Coverage for BI sustained by any covered person unless that covered person:

1. Gives us written notice of the covered person's intent to pursue a UIM claim within three years after the date of the accident that caused the BI; and
2. Has made a claim with the insurance company of the owner or operator of the underinsured motor vehicle within two years or within the corresponding limitation period under the law of the location where the accident occurred.

This exclusion (B.) does not apply if the covered person makes a claim under UIM Coverage within three years after the date the covered person knew or should have known that the vehicle that caused the BI is an underinsured motor vehicle.

C. We do not provide UM Coverage or UIM coverage if the covered person has not filed suit within three years after providing the written notice prescribed in exclusions A. and B. above.

D. We do not provide UM Coverage or UIM Coverage for BI sustained by any covered person:

1. If that person or legal representative settles the BI claim without our consent.
2. While occupying your covered auto when it is being used as a public or livery conveyance. This exclusion (D.2.) does not apply to:
 - a. A share-the-expense car pool; or
 - b. Your covered auto used for volunteer work for a tax exempt A.R.S. section 43-1201(4) organization.
3. Using a vehicle without expressed or implied permission.
4. While your covered auto is rented or leased to others, or shared as part of a personal vehicle sharing program.

(PART C Cont'd.)

- E. UM Coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' compensation law or similar disability benefits law.
- F. We do not provide UM Coverage or UIM Coverage for punitive or exemplary damages.

OTHER INSURANCE

- A. If multiple policies or coverages purchased by one insured on different vehicles apply to an accident or claim, the insured has the right to select one policy or coverage which will apply to the claim.
- B. If there is other applicable insurance for UM Coverage or UIM Coverage available under one or more policies or provisions of coverage:
1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance issued to you by us providing coverage on either a primary or excess basis.
 2. Any insurance we provide with respect to a vehicle you do not own will be excess over any collectible insurance.
 3. If the coverage under this policy is provided:

a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

NON-DUPLICATION

No covered person will be entitled to receive duplicate payments under this coverage for the same elements of loss which were:

1. Paid because of the BI by or on behalf of persons or organizations who may be legally responsible.
2. Paid under another provision or coverage in this policy.
3. Paid or payable under any automobile medical expense coverage.

PART D - PHYSICAL DAMAGE COVERAGE

DEFINITIONS

- A. "Actual cash value" means the amount that it would cost, at the time of loss, to buy a comparable vehicle. As applied to your covered auto, a comparable vehicle is one of the same make, model, model year, body type, and options with substantially similar mileage and physical condition.

- B. "Collision" means the impact with an object and includes upset of a vehicle. Loss caused by the following is covered under Comprehensive Coverage and is not considered collision: fire; missiles or falling objects; hail, water or flood; malicious mischief or vandalism; theft or larceny; riot or civil commotion; explosion or earthquake; contact with bird or animal; windstorm; or breakage of window glass. If breakage of window glass is caused by a collision, you may elect to have it considered a loss caused by collision.



Certified Policy Record

I, the undersigned, do hereby confirm that I am custodian of the records pertaining to the issuance of policies by State Farm Mutual Automobile Insurance Company.

I certify that the attached documents represent a true and accurate record of the terms and conditions of Policy Number [REDACTED] including any endorsements, if applicable, for the policy term(s) 01/08/2019 to 07/08/2019 and insuring [REDACTED] based on available records.

It is State Farm's business practice to print a new Declarations Page only when a policy issuance transaction such as a change of coverage occurs. Therefore, the included Declarations Page which was in effect at the time of loss will indicate the policy period of the last policy issuance transaction.

The policy was in effect on the loss date of 04/28/2019.

A handwritten signature in black ink that reads "Jessica Bass".

Jessica Bass

Underwriter

Date: 09/13/2019

State Farm Mutual Automobile Insurance Company

PO Box 9009
Tempe, AZ 85281-9709

R 13299-1-P

MUTL VOL

DECLARATIONS PAGE

PAGE 1 OF 2

NAMED INSURED

AT2

03-2151-1 P A

001885 0058

PEORIA AZ 85383-7113

POLICY NUMBER

POLICY PERIOD SEP 06 2017 to JAN 08 2018
12:01 A.M. Standard TimeSTATE FARM PAYMENT PLAN NUMBER
1259758924

AGENT

PHONE

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.

IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
2016	FORD	F150	PICKUP		100H608000

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage	\$187.76
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$100,000 \$300,000	
	Property Damage Limit	
	Each Accident	
	\$100,000	
C	Medical Payments Coverage	\$11.68
	Limit - Each Person	
	\$2,000	
D-WG	Comprehensive and Glass Coverage - \$500 Deductible	\$80.60
G	Collision Coverage - \$500 Deductible	\$124.79
R1	Car Rental and Travel Expenses Coverage	\$6.43
	Limit - Car Rental Expense	
	Each Day, Each Loss	
	80% \$1,000	
U	Uninsured Motor Vehicle Coverage	\$9.05
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$100,000 \$300,000	
W	Underinsured Motor Vehicle Coverage	\$32.72
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$100,000 \$300,000	
S	Death, Dismemberment and Loss of Sight Coverage	\$3.25
	Persons Insured - \$10,000	
Total premium for SEP 06 2017 to JAN 08 2018.		\$456.28 This is not a bill.

IMPORTANT MESSAGES

Replaced policy number

Your total renewal premium for JUL 08 2017 to JAN 08 2018 is \$672.98.

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

Notice of insurance information collection practices - personal, family, or household insurance transactions:
We often collect personal information from persons other than the individual or individuals listed on the policy. Such personal information may, in certain circumstances, be disclosed to third parties without your authorization. If you would like additional information concerning the collection and disclosure of personal information - and your right to see and correct any personal information in your files - it will be furnished upon request.

CONTINUED

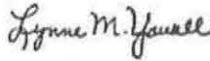
See Reverse Side

This policy is issued by State Farm Mutual Automobile Insurance Company.

MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.


Secretary


President



Please read the policy carefully. If there is an accident, contact your State Farm agent or one of our Claim Offices at once. (See "INSURED'S DUTIES" in this policy booklet.)

NOTICE: This policy does not provide Mexican auto insurance and does not comply with Mexican auto insurance requirements. If you or any other insured plan to drive in Mexico, then auto insurance providing coverage in Mexico should be purchased from a Mexican insurance company.

State Farm® Car Policy Booklet

Arizona
Policy Form 9803A

CONTENTS

THIS POLICY	3	PHYSICAL DAMAGE COVERAGES	18
DEFINITIONS	4	Additional Definitions	18
LIABILITY COVERAGE	5	Insuring Agreements	19
Additional Definition	5	Supplementary Payments – Comprehensive Coverage and Collision Coverage	21
Insuring Agreement	6	Limits and Loss Settlement – Comprehensive Coverage and Collision Coverage	21
Supplementary Payments	6	Limits – Car Rental and Travel Expenses Coverage	22
Limits	6	Nonduplication	22
Nonduplication	7	Exclusions	22
Exclusions	7	If Other Physical Damage Coverage or Similar Coverage Applies	24
If Other Liability Coverage Applies	8	Financed Vehicle	24
Required Out-of-State Liability Coverage	9	Our Payment Options	24
Financial Responsibility Certification	9	DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE	25
MEDICAL PAYMENTS COVERAGE	9	Additional Definition	25
Additional Definitions	9	Insuring Agreement	25
Insuring Agreement	10	Benefit	25
Determining Medical Expenses	10	Exclusions – Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage	26
Arbitration	10	Our Payment Options – Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage	27
Limit	11	LOSS OF EARNINGS COVERAGE	26
Nonduplication	11	Additional Definitions	26
Exclusions	11	Insuring Agreement	26
If Other Medical Payments Coverage or Similar Vehicle Insurance Applies	12	Limit	26
Our Payment Options	13	Exclusions – Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage	26
UNINSURED MOTOR VEHICLE COVERAGE	13	Our Payment Options – Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage	27
Additional Definitions	13	INSURED'S DUTIES	27
Insuring Agreement	14	Notice to Us of an Accident or Loss	27
Deciding Fault and Amount	14	Notice to Us of a Claim or Lawsuit	27
Limits	14	Insured's Duty to Cooperate With Us	27
Nonduplication	14	Questioning Under Oath	27
Exclusions	15	Other Duties Under the Physical Damage Coverages	27
If Other Uninsured Motor Vehicle Coverage Applies	15	Other Duties Under Medical Payments Coverage, Uninsured Motor Vehicle Coverage, Underinsured Motor Vehicle Coverage, Death, Dismemberment and Loss of Sight Coverage, and Loss of Earnings Coverage	28
Our Payment Options	15		
UNDERINSURED MOTOR VEHICLE COVERAGE	16		
Additional Definitions	16		
Insuring Agreement	16		
Deciding Fault and Amount	16		
Limits	17		
Exclusions	17		
If Other Underinsured Motor Vehicle Coverage Applies	18		
Our Payment Options	18		

GENERAL TERMS	29	Cancellation and Nonrenewal	31
When Coverage Applies	29	Assignment	33
Where Coverage Applies	29	Bankruptcy or Insolvency of the Insured	33
Limited Coverage in Mexico	29	Concealment or Fraud	33
Newly Owned or Newly Leased Car	30	Our Right to Recover Our Payments	33
Changes to This Policy	30	Legal Action Against Us	34
Premium	31	Choice of Law	34
Renewal	31	Severability	34

THIS POLICY

1. This policy consists of:
 - a. the most recently issued Declarations Page;
 - b. the policy booklet version shown on that Declarations Page; and
 - c. any endorsements that apply, including those listed on that Declarations Page as well as those issued in connection with any subsequent renewal of this policy.
2. This policy contains all of the agreements between all named insureds who are shown on the Declarations Page and all applicants and:
 - a. *us*; and
 - b. any of *our* agents.
3. *We* agree to provide insurance according to the terms of this policy:
 - a. based on payment of premium for the coverages chosen; and
 - b. unless otherwise stated in "EXCEPTIONS, POLICY BOOKLET, & ENDORSEMENTS" on the Declarations Page, in reliance on the following statements:
 - (1) The named insured shown on the Declarations Page is the sole owner of *your car*.
 - (2) Neither *you* nor any member of *your* household has, within the past three years, had either:
 - (a) a license to drive; or
 - (b) a vehicle registration suspended, revoked, or refused.
 - (3) *Your car* is used for pleasure and business.
4. All named insureds shown on the Declarations Page and all applicants agree by acceptance of this policy that:
 - a. the statements in 3.b. above are made by such named insured or applicant and are true; and
 - b. *we* provide this insurance on the basis those statements are true.
5. *Your* purchase of this policy may allow:
 - a. *you* to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the *State Farm Companies*, subject to their applicable eligibility rules; or
 - b. the premium or price for other products or services purchased by *you*, including non-insurance products or services, to vary. Such other products or services must be provided by the *State Farm Companies* or by an organization that has entered into an agreement or contract with the *State Farm Companies*. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

b. If:

- (1) more than one vehicle policy issued to *you* or any *resident relative* by the *State Farm Companies* provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and
- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the *State Farm Companies* also applies as excess coverage for the same accident,

then the *State Farm Companies* will pay the proportion of *medical expenses* and funeral expenses payable as excess that the

maximum amount that may be paid by the *State Farm Companies* as determined in 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

Our Payment Options

We may, at *our* option, make payment to one or more of the following:

1. The *insured*;
2. The *insured's* surviving spouse;
3. A parent or guardian of the *insured*, if the *insured* is a minor or an incompetent *person*;
4. A *person* authorized by law to receive such payment; or
5. Any *person* or organization that provides the *medical services* or funeral services.

UNINSURED MOTOR VEHICLE COVERAGE

This policy provides Uninsured Motor Vehicle Coverage if "U" is shown under "SYMBOLS" on the Declarations Page.

Additional Definitions

Insured means:

1. *you*;
2. *resident relatives*;
3. any other *person* while *occupying*:
 - a. *your car*;
 - b. a *newly acquired car*; or
 - c. a *temporary substitute car*.

Such vehicle must be used within the scope of *your* express or implied permission. Such other *person* *occupying* a vehicle used to carry *persons* for a charge is not an *insured* unless:

- a. the vehicle is used in the course of volunteer work for an organization that is classified under Arizona law as tax-exempt; or
- b. the *insured* is operating a *private passenger car* on a share-the-expense basis; and
4. any *person* entitled to recover compensatory damages as a result of *bodily injury* to an *insured* as defined in 1., 2., or 3. above.

Uninsured Motor Vehicle means a land motor vehicle:

1. the ownership, maintenance, and use of which is:
 - a. not insured or bonded for bodily injury liability at the time of the accident; or
 - b. insured or bonded for bodily injury liability at the time of the accident; but
 - (1) the limits are less than required by Arizona's financial responsibility requirements for a motor vehicle liability policy; or
 - (2) the insuring company:
 - (a) denies that its policy provides liability coverage for compensatory damages that result from the accident; or
 - (b) is or becomes insolvent; or
2. the owner and driver of which remain unknown and which causes *bodily injury* to the *insured*.

The facts of the accident must be proven by reliable competent evidence. If there is no physical contact between that land motor vehicle and the *insured* or the vehicle the *insured* is *occupying*, then the *insured* shall provide additional and confirming testimony, fact, or evidence that strengthens and adds weight or credibility to the *insured's* representation that the unidentified motor vehicle caused the accident.

Uninsured Motor Vehicle does not include a land motor vehicle:

1. whose ownership, maintenance, or use is provided Liability Coverage by this policy;
2. designed for use primarily off public roads except while on public roads; or
3. while located for use as a dwelling or other premises.

Insuring Agreement

We will pay compensatory damages for *bodily injury* an *insured* is legally entitled to recover from the owner or driver of an *uninsured motor vehicle*. The *bodily injury* must be:

1. sustained by an *insured*; and
2. caused by an accident that involves the operation, maintenance, or use of an *uninsured motor vehicle* as a motor vehicle.

Deciding Fault and Amount

1. a. The *insured* and *we* must agree to the answers to the following two questions:
 - (1) Is the *insured* legally entitled to recover compensatory damages from the owner or driver of the *uninsured motor vehicle*?
 - (2) If the *insured* and *we* agree that the answer to 1.a.(1) above is yes, then what is the amount of the compensatory damages that the *insured* is legally entitled to recover from the owner or driver of the *uninsured motor vehicle*?
- b. If there is no agreement on the answer to either question in 1.a. above, then the *insured* shall:
 - (1) within three years after providing *us* notice of the Uninsured Motor Vehicle Coverage claim, file a lawsuit, in a state or federal court that has jurisdiction, against *us*;
 - (2) consent to a jury trial if requested by *us*;
 - (3) agree that *we* may contest the issues of liability and the amount of damages; and
 - (4) secure a judgment in that action. The judgment must be the final result of an actual trial and any appeals, if any appeals are taken.

2. *We* are not bound by any:

- a. judgment obtained without *our* written consent; and
 - b. default judgment against any *person* or organization other than *us*.
3. Regardless of the amount of any award, including any judgment or default judgment, *we* are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

Limits

The Uninsured Motor Vehicle Coverage limits are shown on the Declarations Page under "Uninsured Motor Vehicle Coverage - Bodily Injury Limits - Each Person, Each Accident".

The limit shown under "Each Person" is the most *we* will pay for all damages resulting from *bodily injury* to any one *insured* injured in any one accident, including all damages sustained by other *insureds* as a result of that *bodily injury*. The limit shown under "Each Accident" is the most *we* will pay, subject to the limit for "Each Person", for all damages resulting from *bodily injury* to two or more *insureds* injured in the same accident.

These Uninsured Motor Vehicle Coverage limits are the most *we* will pay regardless of the number of:

1. *insureds*;
2. claims made;
3. vehicles insured; or
4. vehicles involved in the accident.

Nonduplication

We will not pay under Uninsured Motor Vehicle Coverage any damages:

1. that have already been paid to or for the *insured*:
 - a. by or on behalf of any *person* or organization who is or may be held legally liable for the *bodily injury* to the *insured*; or
 - b. for *bodily injury* under Liability Coverage of any policy issued by the *State Farm Companies* to *you* or any *resident relative*;
2. that:
 - a. have already been paid;
 - b. could have been paid; or
 - c. could be paid

to or for the *insured* under any workers' compensation law, disability benefits law, or similar law; or

3. that have already been paid as expenses under Medical Payments Coverage of this policy, the medical payments coverage of any other policy, or other similar vehicle insurance.

This does not reduce the Uninsured Motor Vehicle Coverage limits for this coverage.

Exclusions

THERE IS NO COVERAGE:

1. FOR AN *INSURED* WHO, WITHOUT *OUR* WRITTEN CONSENT, SETTLES WITH ANY *PERSON* OR ORGANIZATION WHO MAY BE LIABLE FOR THE *BODILY INJURY*;
2. FOR AN *INSURED* WHOSE *BODILY INJURY* RESULTS FROM THE DISCHARGE OF A FIREARM;
3. TO THE EXTENT IT BENEFITS:
 - a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY;
 - b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW; OR
 - c. ANY GOVERNMENT OR ANY OF ITS POLITICAL SUBDIVISIONS OR AGENCIES;
4. FOR AN *INSURED* WHOSE *BODILY INJURY* RESULTS FROM:
 - a. NUCLEAR REACTION;
 - b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
 - c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
5. FOR PUNITIVE OR EXEMPLARY DAMAGES; OR
6. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION.

If Other Uninsured Motor Vehicle Coverage Applies

1. If multiple policies or coverages purchased from the *State Farm Companies* by one *insured* on different vehicles provide Uninsured Motor Vehicle Coverage which applies to the same accident or claim, the *insured* shall select one of these policies or coverages to apply to the accident. Only the one policy selected by the *insured* shall apply and no coverage will be provided by any of the other policies.
2. Subject to item 1. above, if this coverage applies and other coverage which is not subject to item 1. also applies, then:
 - a. if the *insured* has sustained *bodily injury* while *occupying* a vehicle which is not *your car*, this coverage applies as excess to any uninsured motor vehicle coverage which applies to:
 - (1) such vehicle if it is described on the declarations page of another policy providing uninsured motor vehicle coverage, or
 - (2) its driver, other than *you* or any *resident relative*, who is insured for uninsured motor vehicle coverage under another policy.

If this coverage and one or more other coverages apply as excess, then *we* are liable for our share. *Our* share is the percent of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle coverages applicable as excess to the accident; or

- b. if the *insured* has sustained *bodily injury* in any situation not described above and involving an *uninsured motor vehicle*, then *we* are liable for *our* share. *Our* share is the percent of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle coverages applicable to the accident.

Our Payment Options

We may, at *our* option, make payment to one or more of the following:

1. The *insured*;
2. The *insured's* surviving spouse;
3. A parent or guardian of the *insured*, if the *insured* is a minor or an incompetent *person*; or
4. A *person* authorized by law to receive such payment.

UNDERINSURED MOTOR VEHICLE COVERAGE

This policy provides Underinsured Motor Vehicle Coverage if "W" is shown under "SYMBOLS" on the Declarations Page.

Additional Definitions

Insured means:

1. *you*;
2. *resident relatives*;
3. any other *person* while *occupying*:
 - a. *your car*;
 - b. a *newly acquired car*; or
 - c. a *temporary substitute car*.

Such vehicle must be used within the scope of *your* express or implied permission. Such other *person occupying* a vehicle used to carry *persons* for a charge is not an *insured* unless:

- a. the vehicle is used in the course of volunteer work for an organization that is classified under Arizona law as tax-exempt; or
 - b. the *insured* is operating a *private passenger car* on a share-the-expense basis; and
4. any *person* entitled to recover compensatory damages as a result of *bodily injury* to an *insured* as defined in 1., 2., or 3. above.

Underinsured Motor Vehicle means a land motor vehicle:

1. the ownership, maintenance, and use of which is either:
 - a. insured or bonded for bodily injury liability at the time of the accident; or
 - b. self-insured under any motor vehicle financial responsibility law, any motor carrier law, or any similar law; and
2. for which the total limits of insurance, bonds, and self-insurance for bodily injury liability from all sources:
 - a. are less than the amount of the *insured's* damages; or
 - b. have been reduced by payments to *persons* other than *you* and *resident relatives* to less than the amount of the *insured's* damages.

Underinsured Motor Vehicle does not include a land motor vehicle:

1. whose ownership, maintenance, or use is provided Liability Coverage by this policy.

This does not apply if the *person* sustaining *bodily injury* is *you* or a *resident relative* of the first *person* named in the declarations and:

- a. the full limit shown under "Each Person" of Liability Coverage under this policy is not available to such *person*; and
 - b. the sum of all amounts paid from the Liability Coverage of this policy to such *person* by or for any tortfeasor is less than the amount of such *person's* damages;
2. designed for use primarily off public roads except while on public roads;
 3. while located for use as a dwelling or other premises; or
 4. defined as an *uninsured motor vehicle* under Uninsured Motor Vehicle Coverage of this policy.

Insuring Agreement

We will pay compensatory damages for *bodily injury* an *insured* is legally entitled to recover from the owner or driver of an *underinsured motor vehicle*. The *bodily injury* must be:

1. sustained by an *insured*; and
2. caused by an accident that involves the operation, maintenance, or use of an *underinsured motor vehicle* as a motor vehicle.

Deciding Fault and Amount

1. a. The *insured* and *we* must agree to the answers to the following two questions:
 - (1) Is the *insured* legally entitled to recover compensatory damages from the owner or driver of the *underinsured motor vehicle*?
 - (2) If the *insured* and *we* agree that the answer to 1.a.(1) above is yes, then what is the amount of the compensatory damages that the *insured* is legally entitled to recover from the owner or driver of the *underinsured motor vehicle*?
- b. If there is no agreement on the answer to either question in 1.a. above, then the *insured* shall:
 - (1) within three years after providing *us* notice of the Underinsured Motor Vehicle Coverage claim, file a lawsuit, in a state or federal court that has jurisdiction, against *us*;
 - (2) consent to a jury trial if requested by *us*;
 - (3) agree that *we* may contest the issues of liability and the amount of damages; and
 - (4) secure a judgment in that action. The judgment must be the final result of an actual trial and any appeals, if any appeals are taken.

2. *We* are not bound by any:
 - a. judgment obtained without *our* written consent; and
 - b. default judgment against any *person* or organization other than *us*.
3. Regardless of the amount of any award, including any judgment or default judgment, *we* are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

Limits

1. The Underinsured Motor Vehicle Coverage limits are shown on the Declarations Page under "Underinsured Motor Vehicle Coverage – Bodily Injury Limits – Each Person, Each Accident".
 - a. Subject to item b. below, the most *we* will pay for all damages resulting from *bodily injury* to any one *insured* injured in any one accident, is the least of:
 - (1) the limit shown under "Each Person" of this coverage;
 - (2) the amount by which the *insured's* compensatory damages for *bodily injury* exceed the sum of the "Each Person" limits of liability of all bodily injury liability insurance coverages that apply to the accident; or
 - (3) the amount by which the *insured's* compensatory damages for *bodily injury* exceed the amount paid to the *insured* by or for any *person* or organization who is or may be held legally liable for the *bodily injury*.

The "Each Person" limits of liability as used above includes the remaining amounts procurable by the *insured* if the stated limits of liability have been reduced by payments to *persons* other than the *insured*.
 - b. If the exception to item 1. under "Underinsured Motor Vehicle" does not include a land motor vehicle:" applies, then the most *we* will pay any one such *person* is the lesser of:
 - (1) the difference between the limit shown under "Each Person" of this coverage and the amount paid to such *person* under the Liability Coverage of this policy; or
 - (2) the difference between the amount of compensatory damages sustained by such *person* and the amount paid to such *person* under the Liability Coverage of this policy.

- c. Subject to a. and b. above, the most *we* will pay for all damages resulting from *bodily injury* to two or more *insureds* injured in the same accident is the limit shown under "Each Accident" reduced by the sum of all payments for *bodily injury* made to all *insureds* by or on behalf of any *person* or organization who is or may be held legally liable for the *bodily injury*.
2. These Underinsured Motor Vehicle Coverage limits are the most *we* will pay regardless of the number of:
 - a. *insureds*;
 - b. claims made;
 - c. vehicles insured; or
 - d. vehicles involved in the accident.

Exclusions

THERE IS NO COVERAGE:

1. FOR AN *INSURED* WHO, WITHOUT *OUR* WRITTEN CONSENT, SETTLES WITH ANY *PERSON* OR ORGANIZATION WHO MAY BE LIABLE FOR THE *BODILY INJURY*;
2. FOR AN *INSURED* WHOSE *BODILY INJURY* RESULTS FROM THE DISCHARGE OF A FIREARM;
3. TO THE EXTENT IT BENEFITS:
 - a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY;
 - b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW; OR
 - c. ANY GOVERNMENT OR ANY OF ITS POLITICAL SUBDIVISIONS OR AGENCIES;
4. FOR AN *INSURED* WHOSE *BODILY INJURY* RESULTS FROM:
 - a. NUCLEAR REACTION;
 - b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
 - c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
5. FOR PUNITIVE OR EXEMPLARY DAMAGES; OR
6. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION.

If Other Underinsured Motor Vehicle Coverage Applies

1. If multiple policies or coverages purchased from the *State Farm Companies* by one *insured* on different vehicles provide Underinsured Motor Vehicle Coverage which applies to the same accident or claim, the *insured* shall select one of these policies or coverages to apply to the accident. Only the one policy selected by the *insured* shall apply and no coverage will be provided by any of the other policies.
2. Subject to item 1. above, if this coverage applies and other coverage which is not subject to item 1. also applies, then:
 - a. if the *insured* has sustained *bodily injury* while *occupying* a vehicle which is not *your car*, this coverage applies as excess to any underinsured motor vehicle coverage which applies to:
 - (1) such vehicle if it is described on the declarations page of another policy providing underinsured motor vehicle coverage, or
 - (2) its driver, other than *you* or any *resident relative*, who is insured for underinsured motor vehicle coverage under another policy.

If this coverage and one or more other coverages apply as excess, then *we* are liable for *our* share. *Our* share is the percent of the damages that the limit of liability of this coverage bears to the total of all underinsured motor vehicle coverages applicable as excess to the accident; or

- b. if the *insured* has sustained *bodily injury* in any situation not described above and involving an *underinsured motor vehicle*, then *we* are liable for *our* share. *Our* share is the percent of the damages that the limit of liability of this coverage bears to the total of all underinsured motor vehicle coverages applicable to the accident.

Our Payment Options

We may, at *our* option, make payment to one or more of the following:

1. The *insured*;
2. The *insured's* surviving spouse;
3. A parent or guardian of the *insured*, if the *insured* is a minor or an incompetent *person*; or
4. A *person* authorized by law to receive such payment.

PHYSICAL DAMAGE COVERAGES

The physical damage coverages are Comprehensive Coverage, Comprehensive and Glass Coverage, Collision Coverage, Emergency Road Service Coverage, and Car Rental and Travel Expenses Coverage.

This policy provides:

1. Comprehensive Coverage if "D";
 2. Comprehensive and Glass Coverage if "D-WG";
 3. Collision Coverage if "G";
 4. Emergency Road Service Coverage if "H";
 5. Car Rental and Travel Expenses Coverage if "R1"
- is shown under "SYMBOLS" on the Declarations Page.

If a deductible applies to Comprehensive Coverage, then it is shown on the Declarations Page. The deductibles that apply to Comprehensive and Glass Coverage and Collision Coverage are shown on the Declarations Page.

Additional Definitions

Covered Vehicle means:

1. *your car*;
2. a *newly acquired car*;
3. a *temporary substitute car*;
4. a camper that is designed to be mounted on a pickup truck and shown on the Declarations Page;
5. a *non-owned car* while it is:
 - a. being driven by an *insured*; or
 - b. in the custody of an *insured* if at the time of the *loss* it is:
 - (1) not being driven; or
 - (2) being driven by a *person* other than an *insured* and being *occupied* by an *insured*;
6. a *non-owned trailer* while it is being used by an *insured*; and



6903A AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. LIABILITY COVERAGE

Paragraph 2.a. of If Other Liability Coverage Applies is replaced by the following:

2. a. The Liability Coverage provided by this policy applies as primary coverage:

- (1) for the ownership, maintenance, or use of *your car* or a *trailer* attached to it;
- (2) for the maintenance or use of a vehicle that is *owned by any person or organization* in the business of:
 - (a) selling;
 - (b) repairing;
 - (c) servicing;
 - (d) delivering;
 - (e) testing;
 - (f) road testing;
 - (g) parking; or
 - (h) storing;

motor vehicles and an *insured* is operating the vehicle and is neither an owner, nor an employee or agent of the owner of the vehicle; and

- (3) for the maintenance or use of a rental motor vehicle if:

- (a) the rental agreement discloses that the owner does not provide liability coverage to the renter, authorized drivers, or any other driver;
- (b) the renter did not purchase liability coverage from the rental motor vehicle's owner; and
- (c) no other liability coverage from sources other than the *State Farm Companies* applies for the same accident.

2. UNINSURED MOTOR VEHICLE COVERAGE

Deciding Fault and Amount is replaced by the following:

Deciding Fault and Amount

1. The *insured* and we must agree to the answers to the following two questions:

- a. Is the *insured* legally entitled to recover compensatory damages from the owner or driver of the *uninsured motor vehicle*; and
- b. If the *insured* and we agree that the answer to 1.a. above is yes, then what is the amount of the compensatory damages that the *insured* is legally entitled to recover from the owner or driver of the *uninsured motor vehicle*?

2. If there is disagreement on the answers to either or both questions, then the disagreement will be resolved by arbitration upon written request of the *insured* or us.

The arbitration will take place in the county in which the *insured* resides unless the parties agree to another location.

The *insured* and we will agree upon a competent and impartial arbitrator. If the *insured* and we are unable to agree upon an arbitrator within 30 days, then either the *insured* or we may petition a court that has jurisdiction to select the arbitrator.

The arbitrator shall have no authority to decide any questions of law or conduct arbitration on a class-wide or class-representative basis.

The written decision of the arbitrator that is signed by the arbitrator and that contains an explanation of the basis for the decision will be binding on:

- a. us;
- b. the *insured*; and

- c. any assignee of the *insured*.

The written decision of the arbitrator may be appealed to an Arizona court that has jurisdiction by either party.

The cost of the arbitrator will be shared equally by both parties. Each party will pay the costs for its own attorney, witnesses, and any evidence it uses. The cost of the transcription of the arbitration proceedings will be paid by the party that incurred such expense. All other expenses of arbitration will be shared equally by both parties.

3. Subject to the provisions of this policy, the Arizona Rules of Civil Procedure as to the conduct of the arbitration and appeal, if any, shall be used.

4. We do not waive any of our rights by submitting to arbitration.

5. We are not bound by any:

- a. judgment obtained without our written consent; and
- b. default judgment against any person or organization other than us.

6. Regardless of the amount of any arbitration award or any other award, including any judgment or default judgment, we are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

7. Any arbitration or suit against us will be barred unless commenced within three years after the date you notified us in writing of the uninsured motor vehicle claim. Legal action may only be brought against us in accordance with the Legal Action Against Us provision of this policy.

3. UNDERINSURED MOTOR VEHICLE COVERAGE

Deciding Fault and Amount is replaced by the following:

Deciding Fault and Amount

1. The *insured* and we must agree to the answers to the following two questions:

- a. Is the *insured* legally entitled to recover compensatory damages

from the owner or driver of the *underinsured motor vehicle*; and

- b. If the *insured* and we agree that the answer to 1.a. above is yes, then what is the amount of the compensatory damages that the *insured* is legally entitled to recover from the owner or driver of the *underinsured motor vehicle*?

2. If there is disagreement on the answers to either or both questions, then the disagreement will be resolved by arbitration upon written request of the *insured* or us.

The arbitration will take place in the county in which the *insured* resides unless the parties agree to another location.

The *insured* and we will agree upon a competent and impartial arbitrator. If the *insured* and we are unable to agree upon an arbitrator within 30 days, then either the *insured* or we may petition a court that has jurisdiction to select the arbitrator.

The arbitrator shall have no authority to decide any questions of law or conduct arbitration on a class-wide or class-representative basis.

The written decision of the arbitrator that is signed by the arbitrator and that contains an explanation of the basis for the decision will be binding on:

- a. us;
- b. the *insured*; and
- c. any assignee of the *insured*.

The written decision of the arbitrator may be appealed to an Arizona court that has jurisdiction by either party.

The cost of the arbitrator will be shared equally by both parties. Each party will pay the costs for its own attorney, witnesses, and any evidence it uses. The cost of the transcription of the arbitration proceedings will be paid by the party that incurred such expense. All other expenses of arbitration will be shared equally by both parties.

3. Subject to the provisions of this policy, the Arizona Rules of Civil Procedure as to the conduct of the arbitration and appeal, if any, shall be used.

Policy Number:

PLEASE ATTACH TO YOUR POLICY BOOKLET

Policy Number.
Sheet 2 of 2

PLEASE ATTACH TO YOUR POLICY BOOKLET

4. *We* do not waive any of *our* rights by submitting to arbitration.
5. *We* are not bound by any:
 - a. judgment obtained without *our* written consent; and
 - b. default judgment against any *person* or organization other than *us*.
6. Regardless of the amount of any arbitration award or any other award, including any judgment or default judgment, we are not obligated to pay any amount in excess of the available limits under this coverage of this policy.
7. Any arbitration or suit against *us* will be barred unless commenced within three years after the date *you* notified *us* in writing of the underinsured motor vehicle claim. Legal action may only be brought against *us* in accordance with the Legal Action Against Us provision of this policy.

4. PHYSICAL DAMAGE COVERAGES

Insuring Agreements

Item 5.a. is replaced by the following:

a. Car Rental Expense

We will pay the *daily rental charge* incurred when an *insured* rents a *car* from a *car business* while *your car* or a *newly acquired car* is:

- (1) not drivable; or
- (2) being repaired

as a result of a *loss* which would be payable under Comprehensive Coverage or Collision Coverage.

We will pay this *daily rental charge* incurred during a period that:

- (1) starts on the date:
 - (a) the vehicle is not drivable as a result of the *loss*; or
 - (b) the vehicle is left at a repair facility if the vehicle is drivable; and
- (2) ends on the earliest of:
 - (a) the date the vehicle has been repaired or replaced;
 - (b) the date *we* offer to pay for the *loss* if the vehicle is repairable but *you* choose to delay repairs; or
 - (c) seven days after *we* offer to pay for the *loss* if the vehicle is:

- (i) a total loss as determined by *us*; or

- (ii) stolen and not recovered.

The amount of any such *daily rental charge* incurred by an *insured* must be reported to *us* before *we* will pay such amount





Tel: 1-800-841-3000

GEICO CASUALTY COMPANY
P.O. Box 509090
San Diego, CA 92150-9090

Date Issued: April 8, 2012

GILBERT AZ 85296-7347

Email Address:

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number:

Coverage Period:

05-09-12 through 11-09-12

12:01 a.m. local time at the address of the named insured.

Endorsement Effective: 05-09-12

Named Insured

Susanne Caruso

Additional Drivers

None

VehicleVINVehicle Location
Finance Company/
Lienholder

1 2008 Inf

G35 AWD

Gilbert AZ 85296

Coverages*Limits and/or DeductiblesVehicle 1

Bodily Injury Liability

Each Person/Each Occurrence

\$100,000/\$300,000

\$94.70

Property Damage Liability

\$100,000

\$47.00

Medical Payments

\$5,000

\$14.65

Uninsured Motorists

Each Person/Each Occurrence

\$100,000/\$300,000

\$13.01

Underinsured Motorist

Each Person/Each Occurrence

\$100,000/\$300,000

\$22.43

Comprehensive/Safety Equipment

\$250 Ded/Non-Ded

\$46.32

Collision

\$250 Ded

\$104.55

Emergency Road Service

Full

\$4.42

Rental Reimbursement

\$50 Per Day
\$1500 Max

\$11.74

Total Six Month Premium

\$358.82

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

T-T

DEC_PAGE (11-11) (Page 1 of 2)

Continued on Back
Policy Change Page 5 of 8

400401 424870654302024000522

Discounts

The total value of your discounts is	\$148.70
Restraint	\$6.28
Seat Belt	\$0.77
Anti-Theft	\$4.96
Multiline	\$8.97
Good Driver	\$71.22
Persistency	\$39.92
Anti-Lock Brake	\$5.50
Marketing Partner	\$11.08

The following discounts have also been applied

Driving Experience	Included
Financial Responsibility	Included

Contract Type: A30AZ**Contract Amendments: ALL VEHICLES - A30AZ A54AZ**

Unit Endorsements: A114 (VEH 1); A431 (VEH 1); CC1115 (VEH 1); CC115 (VEH 1);
M700RR (VEH 1); UE316 (VEH 1)

Countersigned by Authorized Representative


Important Policy Information

- We welcome you to our GEICO family in the Auto Voluntary B10 rate program.
- A premium charge of \$16.44 is included in your total premium for your Upgraded Accident Forgiveness Benefit.
- Your policy includes the upgraded Accident Forgiveness benefit, which will keep your premium from increasing in the event of a qualifying accident.
- No coverage is provided in Mexico.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA and NORTH CAROLINA. Please call us at 1-800-841-3000 or visit us at geico.com if you have any questions.
- Coverages and/or limits were changed as you requested or due to state requirements.
- This adjustment is effective 4/8/2012.

GEICO

ONE GEICO PLAZA
Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

**Arizona
Family
Automobile
Insurance
Policy**

GEICO CASUALTY COMPANY

20050C-424870654-302023005539

POLICY INDEX

	Page		Page
SECTION I		Conditions	10
Liability Coverages		Notice	
Your Protection Against Claims From Others		Two Or More Autos	
Definitions	3	Assistance And Cooperation Of The Insured	
Losses We Will Pay For You	3	Action Against Us	
Additional Payments We Will Make Under The		Insured's Duties In Event Of Loss	
Liability Coverages	3	Appraisal	
Legal Expenses And Court Costs		Payment Of Loss	
Bail And Appeal Bonds		No Benefit To Bailee	
First Aid Expenses		Subrogation	
Exclusions: When Section I Does Not Apply	4	Assignment	
Persons Insured: Who Is Covered	5	SECTION IV	
Financial Responsibility Laws	5	Uninsured Motorists Coverage	
Out Of State Insurance	5	Your Protection For Injuries Caused By Uninsured	
Limits Of Liability	5	And Hit And Run Motorists	
Other Insurance	5	Definitions	11
Conditions	5	Losses We Pay	12
Notice		Exclusions: When Section IV Does Not Apply	13
Two Or More Autos		Limits Of Liability	13
Assistance And Cooperation Of The Insured		Other Insurance	13
Action Against Us		Arbitration	13
Subrogation		Trust Agreement	14
SECTION II		Conditions	14
Automobile Medical Payments Coverage		Notice	
Protection For You And Your Passengers For Medical Expenses		Assistance And Cooperation Of The Insured	
Definitions	6	Action Against Us	
Payments We Will Make	6	Proof Of Claim - Medical Reports	
Exclusions: When Section II Does Not Apply	7	Payment Of Loss	
Limit Of Liability	7	SECTION V	
Other Insurance	7	General Conditions	
Conditions	7	The Following Apply To All Coverages In This Policy	
Notice		Territory	14
Two Or More Autos		Premium	14
Action Against Us		Changes	15
Medical Reports - Proof And Payment Of Claims		Assignment	15
Subrogation		Policy Period	15
SECTION III		Cancellation By The Insured	15
Physical Damage Coverages		Cancellation By Us	15
Your Protection For Loss Of Or Damage To Your Car		Cancellation By Us Is Limited	15
Definitions	8	Renewal	16
Losses We Will Pay	9	Dividend Provision	16
Comprehensive Coverage	9	Declarations	16
Collision Coverage	9	Fraud And Misrepresentation	17
Additional Payments We Will Make Under The		Examination Under Oath	17
Physical Damage Coverages	9	Terms Of Policy Conformed To Statutes	17
Car Rental If Your Car Is Stolen		Disposal Of Vehicle	17
Exclusions: When The Physical Damage		Choice Of Law	17
Coverages Do Not Apply	9	SECTION VI	
Limit Of Liability	10	Amendments And Endorsements	
Other Insurance	10	Special Endorsement	
		United States Government Employees	17

- (c) In the conduct of suits;
- (d) In enforcing any right to subrogation against any legally responsible person or organization;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of **loss** is determined.

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

5. INSURED'S DUTIES IN EVENT OF LOSS

In the event of **loss** the **insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 91 days after **loss**, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the **insured** will exhibit the damaged property.

6. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF LOSS

We may at our option:

- (a) Pay for the **loss**; or
- (b) Repair or replace the damaged or stolen property.

At any time before the **loss** is paid or the property replaced, we may return any stolen property to **you** or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for **loss** either with the **insured** or the owner of the property.

8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the **loss** of the auto.

9. SUBROGATION

If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right except that the **insured** may bring a cause of action separate and apart from the company (us) seeking recovery of damages for which we have not compensated the **insured**. Any settlement or judgment of the claim of the **insured** alone shall not affect our rights. The person to or for whom payment was made shall do whatever is necessary to enable us to exercise our rights and shall do nothing after **loss** to prejudice them.

10. ASSIGNMENT

With respect to Section III, Physical Damage Coverages, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

SECTION IV - UNINSURED MOTORISTS COVERAGE

Protection For You And Your Passengers For Injuries Caused By Uninsured And Hit-And-Run Motorists

DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

1. **Hit-and-run motor vehicle** is a motor vehicle that causes **bodily injury** to an **insured**, provided:

- (a) The owner or operator of the motor vehicle cannot be determined; and
- (b) The **insured** or someone on his behalf reports the accident to a police, peace or judicial officer or to the Commissioner of Motor Vehicles; and
- (c) The **insured** or someone on his behalf makes available for inspection, at our request, the auto **occupied** by the **insured** at the time of the accident.

The **hit-and-run motor vehicle** does not have to make contact with the injured person or the vehicle the injured person is **occupying** if the facts of the accident can be proved through independent corroborative evidence, other than the testimony of an **insured**, that the **bodily injury** was caused by the unidentified owner or operator.

2. Insured means:

- (a) The individual named in the declarations and his or her spouse if a resident of the same household;
- (b) **Relatives** of (a) above if residents of his household;
- (c) Any other person while **occupying an owned auto**;
- (d) Any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b), and (c) above.

If there is more than one **insured**, our limit of liability will not be increased.

3. Insured auto is an auto:

- (a) Described in the declarations and covered by the bodily injury liability coverage of this policy;
- (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or
- (c) Operated by **you** or **your** spouse if a resident of the same household.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire, except in a car pool or while used in the course of volunteer work for a tax-exempt organization as defined by Arizona statute;
- (ii) An auto being used without the owner's permission.

4. Occupying means in, upon, entering into or alighting from.

5. State includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.

6. Uninsured auto is a motor vehicle which has no bodily injury liability bond or insurance policy applicable with liability limits complying with the Financial Responsibility Law of Arizona. This term also includes an auto whose insurer is or becomes insolvent or denies coverage.

The term **uninsured auto** does not include:

- (a) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; or
- (b) Any vehicle or equipment designed for use off public roads, while not on public roads; or
- (c) An **underinsured motor vehicle**.

7. Underinsured motor vehicle means a motor vehicle for which the sum of all bodily injury liability bonds and insurance policies applicable at the time of the accident is:

- (a) Equal to or greater than **your state's** Financial Responsibility requirements; but
- (b) Less than the damages the **insured** is legally entitled to recover.

The term **underinsured motor vehicle** does not include:

- (a) An **insured auto** provided that the **insured** has received the full amount of the liability coverage under the Bodily Injury Coverage of this policy; or
- (b) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; or
- (c) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads; or
- (d) An **uninsured auto**.

LOSSES WE PAY

Under the Uninsured Motorists Coverage we will pay damages for **bodily injury** caused by accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured auto** or **hit-and-run auto** arising out of the ownership, maintenance or use of that auto.

The amount of the **insured's** recovery for these damages will be determined by agreement between the **insured** or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

EXCLUSIONS**When Section IV Does Not Apply**

1. This Coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent.
2. The Uninsured Motorists Coverage will not benefit any workers' compensation insurer, self insurer, or disability benefits insurer.
3. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
4. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations for "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of one accident.
2. The limit of liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of one accident.
3. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies or coverages with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss; however, **you** have the right to select which policy or coverage is to be applicable to the loss. If there is more than one **insured** seeking benefits as a result of a single accident, only one policy or coverage may be selected and made applicable to all **insureds** seeking benefits.

To the extent the **insured** is not deprived of full compensation for the loss, the damages payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the injury; or
- (b) Paid or payable under the Bodily Injury Coverage or Auto Medical Payments Coverage of this policy; or
- (c) Paid or payable under any workers' compensation law, disability benefits law or any similar law.

OTHER INSURANCE

If there is other applicable similar insurance available to an **insured**, 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. However, any insurance we provide with respect to an **insured** while **occupying** an auto not described in this policy shall be excess over any other collectible insurance.

ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any **insured** and us regarding:

- (a) The extent to which the **insured** is legally entitled to recover against an owner or operator of an **uninsured motor vehicle** (i.e., issues of liability); or
- (b) The amount of damages sustained by the **insured**

may be arbitrated. However, neither the **insured** nor we will be required to arbitrate unless arbitration is expressly required by state law. Unless so required, binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this Coverage in a particular policy, or the application of this Coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by **you** and us. Attorney fees and expenses will be paid by the party incurring them.

EXCLUSIONS

The following exclusions are revised:

12. We do not cover **loss to custom parts or equipment**, in excess of \$1,000, unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
16. There is no coverage for any **loss** caused by:
 - (a) participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
 - (b) the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.

The following exclusions are added:

17. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal motor vehicle sharing facilitated by a **personal vehicle sharing program**.
18. There is no coverage for any damage arising out of, resulting from, caused by or attributed to electromagnetic radiation including but not limited to electromagnetic radiation caused by solar flare, solar wind, solar radiation, solar activity, solar phenomena, solar storm, magnetic storm or magnetic field.

LIMIT OF LIABILITY

Item 5. is revised as follows:

5. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle. However, the most we will pay for **loss to custom parts or equipment** is \$1,000, unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
Actual cash value of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

CONDITIONS

The following paragraph is added to 1. NOTICE:

In the case of theft of the entire auto, the **insured** must promptly notify the police that the vehicle was stolen. To be eligible as a covered **loss**, the police report must acknowledge and classify the report as theft of a motor vehicle. The **insured** must cooperate fully with the policy investigation, with the prosecution of any person(s) charged with theft and any civil suit brought by us against the person(s) responsible to recover for the **loss**.

SECTION IV - UNINSURED MOTORISTS COVERAGE

DEFINITIONS

Definition 2. **Insured**, item (a) is revised as follows:

- (a) The named insured shown in the declarations and his or her spouse if a resident of the same household;

EXCLUSIONS

The following exclusion is added:

5. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

We affirm this amendment.



W.C.E. Robinson
Secretary



O. M. Nicely
President



Automobile Policy Amendment
Underinsured Motorist Coverage
Arizona

Policy Number: [REDACTED]

Your policy is amended to provide Underinsured Motorist Coverage subject to the following.

DEFINITIONS

The definitions of terms in Section I, Liability Coverages, of **your** policy apply to this coverage except for the following special definitions.

1. **Insured** means:

- (a) **You**;
- (b) **Your relatives**;
- (c) Any other person **occupying an owned auto**; or
- (d) Any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b) and (c) above.

If there is more than one **insured** our limits of liability will not be increased.

2. **Insured auto** is an auto:

- (a) Described in the declarations and covered by the bodily injury liability coverage of this policy;
- (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its:
 - (i) Breakdown;
 - (ii) Repair;
 - (iii) Servicing;
 - (iv) Loss; or
 - (v) Destruction.

(c) Operated by **you** or **your spouse** if a resident of the same household.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire, except in a car pool or while used in the course of volunteer work for a tax-exempt organization as defined by Arizona statute; or
- (ii) An auto being used without the owner's permission.

3. **Occupying** means:

- (a) In;
- (b) Upon;
- (c) Entering into; or
- (d) Alighting from.

4. **State** includes:

- (a) The District of Columbia;
- (b) The territories and possessions of the United States; and
- (c) The Provinces of Canada.

5. **Underinsured motor vehicle** means a motor vehicle for which the sum of all bodily injury liability bonds and insurance policies applicable at the time of the accident is:

- (a) Equal to or greater than **your state's** Financial Responsibility requirements; but
- (b) Less than the damages the **insured** is legally entitled to recover.

The term **underinsured motor vehicle** does not include:

- (a) an **insured auto**, provided that the insured has received the full amount of the liability coverage under the Bodily Injury Coverage of this policy; or
- (b) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; or
- (c) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads; or
- (d) An **uninsured auto**.

6. **Uninsured auto** is a motor vehicle which has no bodily injury liability bond or insurance policy applicable with liability limits complying with the Financial Responsibility Law of Arizona. This term also includes an auto whose insurer is or becomes insolvent or denies coverage.

The term **uninsured auto** does not include:

- (a) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; or
- (b) Any vehicle or equipment designed for use off public roads, while not on public roads; or
- (c) An **underinsured motor vehicle**.

LOSSES WE PAY

We will pay damages which the **insured** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**.

- 1. Sustained by the **insured**; and
- 2. Caused by accident.

The **bodily injury** must arise out of the ownership, maintenance or use of the **underinsured motor vehicle**.

The amount of the **insured's** recovery for these damages will be determined by agreement between the **insured** or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

EXCLUSIONS

When Coverage Does Not Apply

- 1. This coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent.
- 2. This coverage will not benefit any workmen's compensation insurer, self insurer or disability benefits insurer.
- 3. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
- 4. **Bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
- 5. **Bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
- 6. This coverage does not apply to any liability assumed under any contract or agreement.
- 7. There is no coverage for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

LIMIT OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

- 1. The limit of liability for this Coverage stated in the declarations for "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of one accident.
- 2. The limit of liability stated in the declarations applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of one accident.
- 3. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies or coverages with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss; however, **you** have the right to select which policy or coverage is to be applicable to the loss. If there is more than one **insured** seeking benefits as a result of a single accident, only one policy or coverage may be selected and made applicable to all **insureds** seeking benefits.

To the extent that the **insured** is not deprived of full compensation for the loss, the damages payable under this coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the injury; or
- (b) Paid or payable under the Bodily Injury Coverage or Auto Medical Payments Coverage of this policy; or
- (c) Paid or payable under any workers' compensation law, disability benefits law or any similar law.

OTHER INSURANCE

If there is other applicable similar insurance available to an **insured**, 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. However, any insurance we provide with respect to an **insured** while **occupying** an auto not described in this policy shall be excess over any other collectible insurance.

ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any **insured** and us regarding:

- (a) The extent to which the **insured** is legally entitled to recover against an owner or operator of an **uninsured auto** (i.e., issues of liability); or
- (b) The amount of damages sustained by the **insured**

may be arbitrated. However, neither the **insured** nor we will be required to arbitrate unless arbitration is expressly required by state law. Unless so required, binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this Coverage in a particular policy, or the application of this Coverage to a particular claim or claimant. We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by **you** and us. Attorney fees and expenses will be paid by the party incurring them.

CONDITIONS

The following conditions apply only to this Coverage:

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

If the **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the suit papers.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require the **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM - MEDICAL REPORTS

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

The **insured** and other persons making claim must submit to examination under oath by any person named by us when and as often as we may reasonably require. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

5. PAYMENT OF LOSS

Any amount due is payable:

- (a) To the **insured** or his authorized representative;
- (b) If the **insured** is a minor to his parent or guardian; or
- (c) If the **insured** is deceased, to his surviving spouse; otherwise
- (d) To a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

We affirm this amendment.



W. C. E. Robinson
Secretary



O. M. Nicely
President

Page 3

99971 (1-14)

Issued 03-20-2020

AUTO-OWNERS INS. CO.

AGENCY AMERICAN PREMIER INSURANCE AGENCY INC
25-0240-00 MKT TERR 075Company
BillPOLICY NUMBER
Company Use

45-06-AZ-1508

INSURED

Term 08-17-2019 to 08-17-2020

DESCRIPTION OF ITEM INSURED

TERRITORY

4. 1999 HD XL883

VIN: [REDACTED]

022

Maricopa County, AZ

COVERAGES

LIMITS

PREMIUM

CHANGE

Bodily Injury \$ 50,000 ea pers/\$ 100,000 ea occ

\$155.94

Property Damage \$ 50,000 ea occ

16.79

Uninsured Motorist \$ 50,000 ea pers/\$ 100,000 ea occ

146.55

Underinsured Motorist \$ 50,000 ea pers/\$ 100,000 ea occ

113.71

Comprehensive ACV not to exceed \$ 6,500 (SA)

45.44

\$ 500 ded

Collision ACV not to exceed \$ 6,500 (SA)

170.53

\$ 500 ded

Road Trouble Service \$100 ea occ

21.41

TOTAL

\$670.37

No Charge

Interested Parties: None

Additional Forms For This Item:

99332 (08-14)

99344 (08-14)

99897 (10-15)

89021 (02-06)

89023 (07-06)

89024 (07-06)

89270 (09-09) 69434 (12-15)

ITEM DETAILS: Automobile driven for pleasure/commute 0-3 use by a 53 year old operator.

Coverage premiums anticipate lay-up period.

Safety Riding Apparel Coverage - \$1,000 limit.

Stated Amount (SA) - See Important Notice 79177 (07-06).

Garaging Address: [REDACTED]

Rate Effective Date 03-07-2019

Motorcycle Multi-Vehicle Discount applies.

Cycle is 751 - 900cc

140

TOTAL POLICY PREMIUM

TERM
\$2,849.19

ALL ITEMS

No Charge

Forms That Apply To All Items:

79001 (03-99)

79580 (04-10)

79695 (08-18)

99708 (09-16)

89125 (11-14)

69405 (01-16)

89432 (04-09) 89449 (04-10)

69397 (09-15)

69270 (05-14)

89058 (04-07)

99636 (08-18)

Policy Rate Code 0003

Premium assumes no youthful operator(s).

Warning: Please review form 79580 - Mexico Coverage Limited.

Insurance Score: X816

Payment History Discount Applies.

Rated Driver List

Listed below are drivers currently rated on this policy

[REDACTED] Age 53

[REDACTED] Age 57

Automobile Insurance Policy

Auto-Owners Insurance Company

Arizona
UNDERINSURED MOTORIST COVERAGE
 Automobile Policy

It is agreed:

1. DEFINITIONS

The following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

- a. **Occupying** means being in or on an **automobile** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **automobile**.
- b. **Underinsured automobile** means an **automobile** to which a **bodily injury** liability bond or liability insurance policy applies at the time of the **occurrence**:
 - (1) in at least the minimum amounts required by the Arizona Financial Responsibility Law; and
 - (2) the limits of liability provided are less than the amount of damages the injured person is legally entitled to recover for **bodily injury**.

Underinsured automobile does not include an **automobile**:

- (1) located for use as a residence or premises;
- (2) that is designed for use primarily off public roads except while actually on public roads; or
- (3) that is an **uninsured automobile**. **Uninsured automobile** means an **automobile**:
 - (a) to which no **bodily injury** liability bond or liability insurance policy applies:
 - 1) at the time of the **occurrence**;
 - 2) in at least the minimum amounts required by the Arizona Financial Responsibility Law.
 - (b) insured by a company that becomes insolvent.
 - (c) insured by a company that has issued a successful written denial of coverage.
 - (d) that is a hit and run **automobile**. By this **we** mean an **automobile**:
 - 1) which causes an accident resulting in the **bodily injury** sustained by the injured person; and
 - 2) whose owner or operator is unknown.

An **occurrence** involving a hit and run **automobile** must be reported to the police. Actual physical contact is not required if corroboration of the **occurrence** is provided. Corroboration means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the injured person's representations of the accident.

- (e) owned or operated by a self-insurer within the meaning of any **automobile** law, unless other liability coverage is afforded whose limits are less than the amount of damages incurred by the injured person.
- (f) owned by any governmental unit or agency, unless other liability coverage is afforded whose limits are less than the amount of damages incurred by the injured person.

2. COVERAGE

- a. **We** will pay compensatory damages, including but not limited to loss of consortium, any person is legally entitled to recover from the owner or operator of an **underinsured automobile** because of **bodily injury** sustained by an injured person while **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy.
- b. This coverage is extended to **you**, if an individual, as follows:
 - (1) **We** will pay compensatory damages, including but not limited to loss of consortium, **you** are legally entitled to recover from the owner or operator of any **underinsured automobile** because of **bodily injury** **you** sustain:
 - (a) when **you** are **occupying** an **automobile** that is not covered by **SECTION II - LIABILITY COVERAGE** of the policy; or
 - (b) when **you** are not **occupying** any **automobile**.

(2) The coverage extended in 2.b.(1) above is also afforded to a **relative**.

- c. The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **underinsured automobile**.
- d. Coverage under this endorsement shall only apply when the compensatory damages, including but not limited to loss of consortium, exceed the limits of liability of all **bodily injury** liability bonds or liability insurance policies applying to the **underinsured automobile** and its operator.
- e. Whether an injured person is legally entitled to recover compensatory damages, including but not limited to loss of consortium, and the amount of such damages shall be determined by agreement between the injured person and **us**. **We** will not be bound by any judgments for damages obtained or settlements made without **our** written consent.

3. EXCLUSIONS

Underinsured Motorist Coverage does not apply to:

- a. punitive or exemplary damages;
- b. any person who settles a **bodily injury** claim without **our** written consent; or
- c. directly or indirectly benefit an insurer or self-insurer under any workers compensation law or disability benefits law.

4. LIMIT OF LIABILITY

a. **Our** Limit of Liability for Underinsured Motorist Coverage shall not exceed the lowest of:

- (1) The Limit of Liability stated in the Declarations for Underinsured Motorist Coverage as follows:
 - (a) The limit stated for "each person" is the amount of coverage and the most **we** will pay for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to one person in any one **occurrence**;
 - (b) The limit stated for "each occurrence" is the total amount of coverage and the most **we** will pay, subject to 4.a.(1)(a) above, for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to two or more persons in any one **occurrence**; or
- (2) The amount by which compensatory damages, including but not limited to loss of consortium, sustained exceed the total applicable limits of liability of all liability bonds or policies of the driver or owner of any **underinsured automobile**.

b. The Limit of Liability is not increased because of the number of:

- (1) **automobiles** shown or premiums charged in the Declarations;
 - (2) claims made or **suits** brought;
 - (3) persons injured; or
 - (4) **automobiles** involved in the **occurrence**.
- c. The amount **we** pay will not duplicate any amounts paid or payable for the same **bodily injury**:
- (1) under **SECTION II - LIABILITY COVERAGE** of the policy;
 - (2) under Uninsured Motorist Coverage, if provided by the policy;
 - (3) by or on behalf of any person or organization who may be legally responsible for the **bodily injury**; or
 - (4) under Automobile Medical Payments coverage, if provided by the policy.

5. OTHER UNDERINSURED MOTORIST COVERAGE

If there is other Underinsured Motorist Coverage which applies, **we** will pay **our** share of the compensatory damages, including but not limited to loss of consortium. **Our** share will be the ratio of **our** limit of liability to the total of all limits which apply. However, if **you** have purchased, from **us** or a company affiliated with **us**, other policies or coverages on other **automobiles** that also apply to a claim for injury, only one policy or coverage including this policy or coverage shall apply to that claim. **You** shall select the policy or coverage that applies.

The coverage extended to **automobiles you** do not own will be excess over any other coverage available to **you**.

6. CONDITIONS

The following conditions apply in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

a. TIME LIMITATION FOR ACTION AGAINST US

- (1) Any person seeking Underinsured Motorist Coverage must:
 - (a) present a written notice of claim for compensatory damages, including but not limited to loss of consortium, according to the terms and conditions of the policy within three years after the date of the accident that caused the **bodily injury**, and
 - (b) have made a claim with the tortfeasor's insurer; or
 - (c) have filed an action against the tortfeasor within;
 - 1) the time limits prescribed by section 12-542; or

- 2) the corresponding limitation period provided under the law of the location where the accident occurred.

The injured person may make an underinsured motorist claim within three years after the date the injured person knew or should have known that the tortfeasor has insufficient liability insurance to cover the person's injuries.

- (2) If settlement is not reached within two years after receiving the written claim for compensatory damages, including but not limited to loss of consortium, from any person seeking Underinsured Motorist Coverage, **we** shall mail written notice to such person's last known mailing address to **us**. Our written notice will notify such person that they must:
- (a) request arbitration; or
 - (b) file suit

in accordance with the terms of this endorsement within three years after presenting a written claim for compensatory damage as described in (1) immediately above.

- (3) if:
- (a) a request for arbitration is not made; or
 - (b) suit is not filed
- we** are not obligated to pay any compensatory damages, including but not limited to loss of consortium, to such person.

b. ARBITRATION

- (1) If **we** and a person entitled to Underinsured Motorist Coverage under this endorsement do not agree:
- (a) that the person is entitled to recover compensatory damages, including but not limited to loss of consortium; or

(b) to the amount of those damages the matter may be arbitrated provided both **we** and the injured person agree to arbitration. If so, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that a judge of a court having jurisdiction make the selection.

- (2) Each party will pay its own arbitrator and share equally all other expenses of arbitration.
- (3) Arbitration will take place in the county and state in which this policy was issued provided both **we** and the person entitled to coverage agree. Local rules of procedure and evidence will apply.
- (4) A decision by any two of the arbitrators will be binding and may be enforced by either party in a court of competent jurisdiction only when the award at arbitration does not exceed the minimum amounts required by the Arizona Financial Responsibility Law. Any award exceeding the amounts required by the Arizona Financial Responsibility Law may be appealed by either party in a court of competent jurisdiction.

7. Under **SECTION V - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS** of the policy, **3. PRESERVE OUR RIGHT TO RECOVER PAYMENTS**, **b.** does not apply to Underinsured Motorist Coverage.

All other policy terms and conditions apply.

Arizona
UNINSURED MOTORIST COVERAGE
 Automobile Policy

It is agreed:

1. DEFINITIONS

The following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

a. **Occupying** means being in or on an **automobile** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **automobile**.

b. **Uninsured automobile** means an **automobile**:

- (1) to which no **bodily injury** liability bond or liability insurance policy applies:
 - (a) at the time of the **occurrence**; and
 - (b) in at least the minimum amounts required by the Arizona Financial Responsibility Law;

- (2) insured by a company that becomes insolvent;

- (3) insured by a company that has issued a successful written denial of coverage;

- (4) that is a hit and run **automobile**. By this we mean an **automobile**:

- (a) which causes an accident resulting in **bodily injury** sustained by the injured person; and

- (b) whose owner or operator is unknown.

An occurrence involving a hit and run **automobile** must be reported to the police. Actual physical contact is not required if corroboration of the occurrence is provided. Corroboration means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the injured person's representations of the accident;

- (5) owned or operated by a self-insurer within the meaning of any **automobile** law; or

- (6) owned by any governmental unit or agency.

Uninsured automobile does not include an **automobile**:

- (1) to which a **bodily injury** liability bond or liability insurance policy applies:

- (a) at the time of the **occurrence**; and

- (b) in at least the minimum amounts required by the Arizona Financial Responsibility Law;

- (2) located for use as a residence or premises;

- (3) that is designed for use primarily off public roads except while actually on public roads; or

- (4) that is an underinsured **automobile**. An underinsured **automobile** is an **automobile** to which a **bodily injury** liability bond or policy applies at the time of the **occurrence**:

- (a) in at least the minimum amounts required by the Arizona Financial Responsibility Law; and

- (b) the limits of liability provided are less than the amount of damages the injured person is legally entitled to recover for **bodily injury**.

2. COVERAGE

a. We will pay compensatory damages, including but not limited to loss of consortium, any person is legally entitled to recover from the owner or operator of an **uninsured automobile** because of **bodily injury** sustained by an injured person while **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy.

b. This coverage is extended to you, if an individual, as follows:

- (1) We will pay compensatory damages, including but not limited to loss of consortium, you are legally entitled to recover from the owner or operator of any **uninsured automobile** because of **bodily injury** you sustain:

- (a) when you are **occupying** an **automobile** that is not covered by **SECTION II - LIABILITY COVERAGE** of the policy; or

- (b) when you are not **occupying** any **automobile**.

- (2) The coverage extended in 2.b.(1) above is also afforded to a **relative**.

c. The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **uninsured automobile**.

d. Whether an injured person is legally entitled to recover compensatory damages, including but

not limited to loss of consortium, and the amount of such damages shall be determined by agreement between the injured person and **us**. **We** will not be bound by any judgments for damages obtained or settlements made without **our** written consent.

3. EXCLUSIONS

Uninsured Motorist Coverage does not apply to:

- a. punitive or exemplary damages;
- b. any person who settles a **bodily injury** claim without **our** written consent; or
- c. directly or indirectly benefit an insurer or self-insurer under any workers compensation law or disability benefits law.

4. LIMIT OF LIABILITY

We will pay compensatory damages, including but not limited to loss of consortium, because of **bodily injury** up to the Limit of Liability stated in the Declarations as follows:

- a. The limit stated for "each person" is the amount of coverage and the most **we** will pay for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to one person in any one **occurrence**.
- b. The limit stated for "each occurrence" is the total amount of coverage and the most **we** will pay, subject to 4.a. above, for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to two or more persons in any one **occurrence**.
- c. The Limit of Liability is not increased because of the number of:
 - (1) **automobiles** shown or premiums charged in the Declarations;
 - (2) claims made or **suits** brought;
 - (3) persons injured; or
 - (4) **automobiles** involved in the **occurrence**.
- d. The amount **we** pay will not duplicate any amounts paid or payable for the same **bodily injury**:
 - (1) under **SECTION II - LIABILITY COVERAGE** of the policy;
 - (2) by or on behalf of any person or organization who may be legally responsible for the **bodily injury**;
 - (3) which an injured person is entitled to receive from any workers compensation disability benefits or similar law; or
 - (4) under Automobile Medical Payments coverage, if provided by the policy.

5. OTHER UNINSURED MOTORIST COVERAGE

If there is other Uninsured Motorist Coverage which applies, **we** will pay **our** share of the compensatory damages, including but not limited to loss of consortium. **Our** share will be the ratio of **our** limit of liability to the total of all limits which apply. However, if **you** have purchased, from **us** or a company affiliated with **us**, other policies or coverages on other **automobiles** that also apply to a claim for injury, only one policy or coverage including this policy or coverage shall apply to that claim. **You** shall select the policy or coverage that applies.

The coverage extended to **automobiles** **you** do not own will be excess over any other coverage available to **you**.

6. CONDITIONS

The following conditions apply in addition to those contained in the **SECTION VI - GENERAL CONDITIONS** of the policy.

a. TIME LIMITATION FOR ACTION AGAINST US

- (1) Any person seeking Uninsured Motorist Coverage must present a written notice of claim for compensatory damages, including but not limited to loss of consortium, according to the terms and conditions of the policy within three years after the date of the accident that caused the **bodily injury**, except that a person may make an uninsured motorist claim in writing within three years after the earliest of the following:
 - (a) the date the injured person knew that the tortfeasor was uninsured;
 - (b) the date the person knew or should have known that coverage was denied by the tortfeasor's insurer; or
 - (c) the date the person knew or should have known of the insolvency of the tortfeasor's insurer.
- (2) If settlement is not reached within two years after receiving the written claim for compensatory damages, including but not limited to loss of consortium, from any person seeking Uninsured Motorist Coverage, **we** shall mail written notice to such person's last known mailing address to **us**. **Our** written notice will notify such person that they must:
 - (a) request arbitration; or
 - (b) file **suit**
 in accordance with the terms of this endorsement within three years after presenting a written claim for compensatory damages, including but not limited to loss of consortium, as described in (1) immediately above.

(3) If:

- (a) a request for arbitration is not made; or
 - (b) suit is not filed
- we** are not obligated pay any compensatory damages, including but not limited to loss of consortium, to such person.

b. ARBITRATION

- (1) If **we** and a person entitled to Uninsured Motorist Coverage under this endorsement do not agree:
 - (a) that the person is entitled to recover compensatory damages, including but not limited to loss of consortium; or
 - (b) to the amount of those damages the matter may be arbitrated provided both **we** and the injured person agree to arbitration. If so, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that a judge of a court having jurisdiction make the selection.
- (2) Each party will pay its own arbitrator and share equally all other expenses of arbitration;
- (3) Arbitration will take place in the county and state in which this policy was issued provided both **we** and the person entitled to

coverage agree. Local rules of procedure and evidence will apply; or

- (4) A decision by any two of the arbitrators will be binding and may be enforced by either party in a court of competent jurisdiction only when the award at arbitration does not exceed the minimum amounts required by the Arizona Financial Responsibility Law. Any award exceeding the amounts required by the Arizona Financial Responsibility Law may be appealed by either party in a court of competent jurisdiction.

7. Under SECTION V - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS of the policy, 3. PRESERVE OUR RIGHT TO RECOVER PAYMENTS,

b. is deleted and replaced by the following:

- b.** If **we** pay compensatory damages, including but not limited to loss of consortium, to an injured person under Uninsured Motorist Coverage **we** may subrogate and sue for reimbursement of the total amount of those payments in the name of the injured person against any uninsured motorist responsible for the damages to the injured person within two years after **we** first make payment to the injured person.

All other policy terms and conditions apply.

UNITED
INSURANCE COMPANY
Managed by
ABSOLUTE
INSURANCE GROUP

POLICY NUMBER

AGENT

****AUTO POLICY DECLARATIONS******NAMED INSURED**

MARICOPA, AZ 85138

RJA

POLICY INFORMATION

Original Effective Date & Time: 11-21-19 12:48 PM

Policy Period: 11-21-19 to 05-21-20

*****NEW POLICY*******EFFECTIVE DATE: 11-21-19**

Policy Paid To: 12-21-19

Message:

Net Premium Change: \$2,026.00

VEHICLE INFORMATION

* Business Use Excluded

	Year	Make	Model	VIN	Usage
1	1992	FORD	TEMPO GL		15 miles - *
2	2018	NISSAN	VERSA S		15 miles - *
3	2017	DODGE	GRAND CARAVAN SXT		15 miles - *

RESIDENTS

Name	Birthdate	Status	Licensed	SR22	Violations/Accidents
	07-12-80	Married		N	08-08-17 too fast 08-10-17, speeding
	07-25-69	Married		N	
	09-02-81	Single		N	

COVERAGE INFORMATION**Premiums**

Coverages	Limits	Veh1	Veh2	Veh3	Veh4
Bodily Injury Liability	25,000 each person , 50,000 each accident	92.00	192.00	159.00	
Property Damage Liability	25,000 each accident	130.00	203.00	155.00	
Medical	No Cov	0.00	0.00	0.00	
Uninsured Motorist Bodily Injury	25,000 each person , 50,000 each accident	53.00	53.00	53.00	
Underinsured Motorist Bodily Injury	25,000 each person , 50,000 each accident	32.00	32.00	32.00	
Uninsured Motorist Property Damage	1,000 with 250 deductible	0.00	0.00	0.00	
Other Than Collision Deductibles	Veh1:No Cov, Veh:2:500, Veh:3:500	0.00	147.00	125.00	
Collision Deductibles	Veh1:No Cov, Veh:2:500, Veh:3:500	0.00	304.00	215.00	
Uninsured Motorist Coll. Ded. Waiver	Veh1:No Cov, Veh:2:500, Veh:3:500	0.00	Incl	Incl	
Safety Equipment Coverage	Veh1:No Cov, Veh:2:No Cov, Veh:3:No Cov	0.00	0.00	0.00	
Pet Medical	\$500 Limit	Incl	Incl	Incl	
Roadside Assistance	Veh1:Disp, Veh:2:Disp, Veh:3:Disp	12.00	6.00	6.00	
Total Policy Premium \$2026.00 for 6 months		319.00	937.00	745.00	
If Paid In Full \$1823.40		+ \$25 expense constant			

CREDITS APPLIED

Claim-Free Renewal Discount: 0%
Agency Internal Transfer: Y
Home Owner: N
Prior Insurance: Y
EFT Sure Pay: N

ADDITIONAL INTEREST

Veh#	Type	Name and Address
1		
2		
3		

FORMS AND ENDORSEMENTS WHICH APPLY: AZAPA001 09 2010, PAE AZ 1023(00/10), PAE UMPE 02 11, PP UMOW 00 2014, AZ PM 06 2014

Auto Insurance Application for: [REDACTED]
Policy Number: [REDACTED]

Coverage Provided By United Insurance Company

RESIDENTS					
First Name	Last Name	Drivers License	First Name	Last Name	Drivers License
[REDACTED]	[REDACTED]	AZ			
		AZ			

GENERAL INFORMATION			
Explain all Yes responses in Remarks	Ans	Explain all Yes responses in Remarks	Ans
Does any driver have physical or mental impairments?	No	Any existing damage to any vehicle? (Including damaged glass)	No
Any previous insurance with Absolute Insurance programs?	No	Any vehicle used for business or delivery? (Including food/newspaper)	No
Any vehicle driven out of state more than 30 days/yr?	No	Any driver's license currently suspended/revoked?	No
Are any vehicles not solely owned by and registered to the applicant?	No	Any resident convicted of a felony in the last 5 yrs?	No
Any vehicle have modified/special equipment? (Incl. cust. vans/pickups)	No	Any drivers not listed on this policy?	No

REMARKS

I affirm that I have listed all operators of the insured vehicles, and all driver-aged residents of my household. I acknowledge that this insurance contract is predicated on full disclosure of all vehicle operators, now and during the entire term of the contract. I understand that it is my duty to advise of any new vehicle operators or driver-aged residents of my household, and that failure to do so may jeopardize coverage.



11 / 21 / 2019

Signature

Date

UNINSURED AND UNDERINSURED MOTORIST COVERAGE SELECTION FORM**DO NOT SIGN UNTIL YOU READ**

You have a legal right to purchase both Uninsured and Underinsured Motorist coverages with the proposed automobile liability policy. THESE COVERAGES PROTECT YOU, YOUR FAMILY AND YOUR PASSENGERS. LIABILITY COVERAGE DOES NOT IN MOST CASES.

Uninsured motorist insurance provides protection for bodily injuries caused by a negligent motorist who has no insurance. Underinsured motorist provides protection if the negligent motorist does not have enough liability insurance to pay for the injuries caused. For a more detailed explanation of these coverages, refer to your policy. This policy will provide Uninsured/Underinsured coverage in the same amount as the policy's Bodily Injury Liability Limit, unless you select a lower amount or no coverage, as stated in this notice.

You have a right to purchase both Uninsured Motorist coverage and Underinsured Motorist coverage in any amount from \$15,000/\$30,000 up to your policy's liability limit, or you may reject the coverage entirely. Neither limit may exceed your liability coverage.

Your Bodily Injury Limit on the policy: \$25,000/\$50,000

Uninsured Motorist Liability (UMBI)

☐ \$15,000/\$30,000
\$117.00 for 6mo.

☒ \$25,000/\$50,000
\$159.00 for 6mo.

☐ \$50,000/\$100,000
\$195.00 for 6mo.

☐ I decline this coverage.

Underinsured Motorist Liability (UIMBI)


☐ \$15,000/\$30,000
\$96.00 for 6mo.

☒ \$25,000/\$50,000
\$96.00 for 6mo.

☐ \$50,000/\$100,000
\$96.00 for 6mo.

☐ I decline this coverage.

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Bodily Injury Liability Limit. If I decide to select another option at some future time, I must let the Company know in writing.



11 / 21 / 2019

Signature

Date

Sustained as a result of the use of a **Vehicle** by a person or persons specifically excluded by endorsement.

Sustained from any source other than an **accident**.

Sustained by **You** or a regular or frequent driver while **The insured Auto** is being operated by such regular or frequent driver not listed by **You** on the **Application** or otherwise disclosed to us and listed on the **Declarations Page** before the **accident**.

Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, or riot.

Occurring during the course of employment if benefits are payable or available under a worker compensation law or similar law.

Sustained by any person while **Occupying The insured Auto** without **Your** express permission or beyond the scope of **Your** permission.

While in the commission of a **Crime**, driving while intoxicated, or driving while impaired.

LIMITS OF LIABILITY — PART B ONLY

We will pay no more than the limit of liability shown for this coverage on the **Declarations Page** to or for each insured person as the result of any one **accident**, regardless of the number of premiums or **Vehicles** listed on the **Declarations Page**, insured persons, claims, claimants, policies, or **Vehicles** involved in the **accident**. Any amount paid or payable under this coverage to or for an insured person will be reduced by any payment made to that person under Part A - Liability Coverage or Part C - Uninsured/Underinsured Motorists Coverage of this policy when the insured person receives full compensation for the **Bodily Injury**.

We will make no payment under this Part of the policy unless the insured person or the insured person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under the Liability, Uninsured motorist, or Underinsured Motorist coverages of this policy when the insured person receives full compensation for the **Bodily Injury**.

In no event will an insured person be entitled to receive duplicate payments for the same element of loss.

OTHER INSURANCE - PART B ONLY

Any payment **We** make under this Part to an insured person is excess over any:

- Other available **Auto** medical payments insurance;
- Medical, surgical, hospital or funeral services benefit or reimbursement plan;
- Individual, blanket or group **accident**, disability or hospitalization insurance; or
- Premises medical payments insurance.

In no event will an insured person be entitled to receive duplicate payments for the same element of loss.

PART C – UNINSURED / UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT – UNINSURED MOTORISTS COVERAGE

In exchange for **Your Premium payment**, **We** will pay damages, other than punitive exemplary damages, not exceeding the limits shown the **Declarations Page**, which an insured person is legally entitled to recover from the **Owner** or operator of an uninsured motor **Vehicle** because of **Bodily Injury** caused by an **accident** and sustained by such insured person. The

Bodily injury must be caused by **accident** and must arise out of the **Ownership**, maintenance or use of the uninsured motor **Vehicle**.

If suit is brought to determine legal liability or damages without our written consent, **We** are not bound by any resulting judgment.

INSURING AGREEMENT – UNDERINSURED MOTORISTS COVERAGE

In exchange for **Your Premium payment**, **We** will pay damages, other than punitive or exemplary damages, not exceeding the limits shown on the **Declarations Page**, which an insured person is legally entitled to recover from the **Owner** or operator of an underinsured motor **Vehicle** because of **Bodily injury** caused by an **accident** and sustained by such insured person. The **Bodily injury** must be caused by an **accident** and must arise out of the ownership, maintenance or use of the underinsured motor **Vehicle**. **We** will pay under this coverage only after the limits of liability under all applicable **Bodily injury** Liability bonds or policies have been exhausted by payment of judgments or settlements.

No judgment for damages arising out of a suit brought against the **Owner** or operator of an underinsured motor **Vehicle** is binding on us unless **We** received reasonable notice of the filing of the suit resulting in the judgment; and had a reasonable opportunity to protect our interests in the suit.

ADDITIONAL DEFINITIONS USED IN PART C ONLY

As used in this Part:

"Insured person" means **You**, a **Relative**, a **Resident** or any other person **Occupying Your** insured **Auto** with **Your** express or implied permission.

"Uninsured motor Vehicle" means a land motor **Vehicle** or **Trailer** of any type which is:

Not insured by a liability bond or policy at the time of the **accident**.

Insured by a **Bodily injury** liability bond or policy at the time of the **accident**, but the **Bodily injury** liability limit is less than the minimum limit for liability required by the Financial Responsibility Law of Arizona.

A hit-and-run or phantom **Vehicle** whose operator or **Owner** cannot be identified and which hits or causes an **accident** without hitting:

You, a **Relative** or any **Resident**;

An **Auto** which **You**, a **Relative** or any **Resident** are **Occupying**; or

The insured **Auto**.

If there is no physical contact with the hit-and-run or phantom **Vehicle**, the existence of such unknown motorist must be established by corroborating evidence given by an independent and disinterested eyewitness who is not making a claim under this or any similar coverage.

Insured by a **Bodily injury** liability bond or policy at the time of the **accident**, but the insurer denies coverage or is or becomes insolvent

Uninsured motor Vehicle does not include any **Vehicle** or equipment;

Owned by or furnished or available for the regular use of **You**, a **Resident** or a **Relative** unless there is no liability coverage for any one **accident** available under Part A - Liability Coverage of this policy to respond for damages sustained by an insured person;

Operated on rails or crawler treads;

Designed mainly for use off public roads while not on public roads;

While located for use or being used as a **Resident** or premises; or

Owned or operated by a self-insurer under any applicable motor **Vehicle** law, except a self-insurer that has become insolvent.

"**Underinsured motor Vehicle**" means a land motor **Vehicle** or **Trailer** of any type to which a **Bodily injury** liability bond or policy applies at the time of the **accident**, but its limit for **Bodily injury** liability is less than the applicable damages the insured person is legally entitled to recover.

Underinsured motor Vehicle does not include any **Vehicle** or equipment:

Insured by a **Bodily injury** liability bond or policy at the time of the **accident** but the **Bodily injury** liability limit is less than the minimum limit for liability required by the Financial Responsibility Law of Arizona;

Operated on rails or crawler treads;

Designed mainly use off public roads while not on public roads;

While located for use being used as a residence or premises; or

To which a **Bodily injury** liability bond or policy applies at the time of the **accident** but the bonding or insuring company denies coverage or is or becomes insolvent.

"**Use**" of an uninsured motor **Vehicle** or underinsured motor **Vehicle** means that such **Vehicle** must be the main cause of the **Bodily injury**. The **Bodily injury** must not merely occur while the uninsured motor **Vehicle** or underinsured motor **Vehicle** is being used or operated. There must be an actual and causal connection between the use or operation of the uninsured motor **Vehicle** or underinsured motor **Vehicle** and the **Bodily injury**.

EXCLUSIONS - PART C ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for **Bodily injury** sustained by any person:

If that person or his legal representative settles the **Bodily injury** claim without our consent.

While **Occupying The insured Auto** when it is being used to carry persons or property for a charge or consideration, including magazines, newspapers, food or any other product. The exclusion described in this paragraph does not apply to shared-expense car pools or to use by an insured person of a motor **Vehicle** in the course of the insured person's volunteer work for a tax exempt organization.

While using a **Vehicle** without the **Owner's** express or implied permission or outside the scope of the **Owner's** express or implied permission.

So as to apply directly or indirectly to the benefit of any insurer or self-insurer under any worker's compensation law, disability law, or any similar law.

For punitive or exemplary damages awarded as a punishment or deterrent.

For any loss sustained while a **Vehicle** is used to transport nursery or school children, migrant workers, or hotel/motel guests. This exclusion does not apply to **Your** children or children engaged in a car pool arrangement with **You** or to use by an insured person of a motor **Vehicle** in the course of the insured person's volunteer work for a tax exempt organization.

LIMITS OF LIABILITY - PART C ONLY

The limits of liability shown on the **Declarations Page** apply subject to the following:

Regardless of the number of **Vehicles** insured, only one of the limits of liability for this coverage shown on the **Declarations Page** shall be the total limit of our liability to each person.

The limit of liability for this coverage shown on the **Declarations Page** for "each person" is the maximum **We** will pay as damages for **Bodily injury**, including damages for derivative claims, to any one person in any one **accident**. Subject to the limit for each person, the limit of liability of this coverage shown on the **Declarations Page** for "each **accident**" is the maximum **We** will pay as damages for **Bodily injury**, including damages for derivative claims, to two or more persons in any one **accident**.

Notwithstanding a provision in this policy to the contrary, if **We** have issued more than one policy to **You** or if **We** cover more than one **Auto** under this policy, the total limit of our liability under all policies or coverages issued to **You** shall not exceed the highest limit of liability under any one policy, selected by **You**, to apply to any one **accident** or claim.

We will pay no more than the maximum amounts regardless of the number of;
Vehicles or premiums shown in the **Declarations Page**;
insured persons;
Claims;
Claimants;
Policies; or
Vehicles involved in the **accident**.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage.

Any amounts otherwise payable for damages under this Part shall be reduced by all sums:

Paid because of the **Bodily injury** by or on behalf of persons who or organizations which may be legally responsible. This includes all sums paid under Part A - Liability Coverage of this policy when the insured person, receives full compensation for the **Bodily injury**.

Paid or payable for Medical payments Coverage under Part B of this policy when the insured person receives full compensate for the **Bodily injury**.

OTHER INSURANCE - PART C ONLY

If there is other applicable uninsured or underinsured motorists insurance that covers a loss under an insurance policy not issued by us, **We** will pay our proportionate share of that loss. Our share is the proportion our limits of liability bear to the total of all applicable limits. **We** will pay only after all other applicable limits have been paid.

Moreover, nothing in this Other Insurance - Part C Only provision is meant to modify or amend any of the terms in the Limits of Liability — Part C Only section of the policy, including those provisions reducing, limiting and eliminating coverage in specified circumstances.

ARBITRATION - PART C ONLY

If an insured person and **We** do not agree (1) that the person is legally entitled to recover damages from the **Owner** or operator of an uninsured motor **Vehicle** or (2) as to the amount of payment under this Part, either that person or **We** may demand that the issue be determined by arbitration. Any demand for arbitration must be in writing.

In that event, the insured person will select an arbitrator and **We** will select another. The two arbitrators will select a third. If they cannot agree on the third arbitrator within 30 days, either party may ask a judge of a court having jurisdiction to appoint the third arbitrator. The insured person will pay the arbitrator selected by that person. **We** will pay the arbitrator **We** select. The expense of the third arbitrator will be shared equally. Each party shall pay its own attorney

fees.

Arbitration will take place in the county where the insured person resides, unless all parties agree otherwise. A decision by any two arbitrators regarding damages shall be binding unless an action is filed on the subject matter of the arbitration within three years of the date the person making the claim knows or should know that the party that the person claims caused the harm does not have liability insurance or has insufficient liability insurance to cover the persons injuries.

As a part of our claims handling procedures, **We** may use software that is designed to evaluate **Bodily injury** under Part C — Uninsured/Underinsured Motorists Coverage.

PART D — COVERAGE FOR DAMAGE TO THE INSURED AUTO

INSURING AGREEMENT

If the **Deductions Page** shows a premium charged for comprehensive coverage, **We** will pay for direct and accidental comprehensive loss to **The Insured Auto**, less any applicable deductible for each separate loss. This shall include its factory-installed equipment.

If the **Deductions Page** shows a premium charged for collision coverage, **We** will pay for direct and accidental loss to **The Insured Auto**, including its factory installed equipment caused by collision, less any applicable deductible for each separate loss.

If the **Deductions Page** shows a premium charged for Safety Equipment Coverage and shows that coverage under Part D applies, **We** will pay for the cost of repairing or replacing damaged safety equipment on the insure **Auto** without a deductible.

ADDITIONAL DEFINITIONS USED IN PART D ONLY

"**Aftermarket parts**" means **Replacement Auto** parts not made by the original manufacturer of the motor **Vehicle** by a manufacturer authorized by the original manufacturer to use its name or trademark.

"**Collision**" means loss caused by **The Insured Autos** upset or overturn, or sudden impact with another object,

"**Comprehensive**" means loss to **The Insured Auto** caused by an event other than collision.

Comprehensive loss **includes but is not limited to**, loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, volcanic activity, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, contact with a bird or animal, or breakage of glass. If breakage of glass results from collision, **You** may elect to have it treated as loss caused by collision.

"**Custom or additional equipment**" means any equipment that was not installed at the factory by the listed

EXHIBIT 5

DCN: 01202012073218100369010030

Received Date:12/07/2020

Safeco Insurance
P.O. Box 515097
Los Angeles, CA 90051-5097



November 23, 2020



Re: Policy # [REDACTED] / Claim # [REDACTED]

Dear [REDACTED]

This letter is being sent to you because you purchased multiple policies or insured two or more vehicles under one policy with Safeco Insurance that may apply to your claim.

We wish to advise you that if a future claim is made by any person for Uninsured or Underinsured Motorists Bodily Injury Coverage and multiple policies or coverages within the same policy apply to the same accident, only one of the policies and one coverage limit within that policy will apply to the accident. You will be asked to select the one policy and coverage limit that will apply.

If a future claim is made for Uninsured or Underinsured Motorists Bodily Injury Coverage, the Claims Resolution Specialist assigned to the claim will discuss this selection with you.

Sincerely,

Your Safeco Insurance Service Team

000068