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(723-3288)

**Arizona
Personal
Automobile
Policy**

TABLE OF CONTENTS

AGREEMENT

Duties in Case of an Accident or Loss 2
 Other Duties 2
 Definitions 2

PART I – LIABILITY TO OTHERS

Insuring Agreement 4
 Additional Definitions 4
 Additional Payments 4
 Exclusions 5
 Limits of Liability 5
 Financial Responsibility Laws 6
 Other Insurance 6
 Out of State Coverage 6

PART II -EXCESS MEDICAL EXPENSE COVERAGE

Insuring Agreement 6
 Additional Definitions 6
 Exclusions 7
 Limits of Liability 8
 Other Insurance 8
 Two or More Policies Insured by Us 8

Part III - UNINSURED/UNDERINSURED MOTORIST COVERAGE.

Insuring Agreement – Uninsured Motorist Bodily Injury Coverage 8
 Insuring Agreement – Underinsured Motorist Bodily Injury Coverage 8
 Additional Definitions 8
 Exclusions 9
 Limits of Liability 10
 Two or More Policies Issued by Us 10
 Other Insurance 10

PART IV –DAMAGE TO AN AUTO

Insuring Agreement – Collision Coverage 10
 Insuring Agreement – Comprehensive Coverage 10
 Additional Definitions 11
 Exclusions 11
 Limits of Liability 12
 Insuring Agreement – Full Comprehensive Window Glass Coverage 13
 Insuring Agreement – Rental Reimbursement Coverage 13
 Payment of Loss 13

No Benefit to Bailee 13
 Loss Payee Agreement 14
 Other Sources of Recovery 14
 Appraisal 14

PART V – TOWING AND LABOR

Insuring Agreement 14
 Additional Definitions 14
 Exclusions 14

PART VI – ACCIDENTAL DEATH BENEFIT

Insuring Agreement 15
 Additional Definitions 15
 Exclusions 15
 Limits of Liability 15
 Payment of Benefits 16
 Other Insurance 16

GENERAL PROVISIONS

Business Use Coverage 16
 Policy Period and Territory 16
 Policy Changes 16
 Terms of Policy Conforms to Statutes 16
 Transfer 16
 Number of Vehicles Listed 17
 Two or More Vehicle Policies 17
 Fraud or Misrepresentation 17
 Premium Payment Terms and Conditions 17
 Cancellation and Nonrenewal 18
 Cancellation Refund 19
 Proof of Notice 19
 Automatic Termination 19
 Coverage Changes 19
 Legal Action Against Us 19
 Our Rights to Recover Payment 20
 Joint and Individual Interests 20
 Bankruptcy 20
 Pollution Exclusion 20

NAMED DRIVER EXCLUSION.....20

NAMED OPERATOR – NON-OWNED VEHICLE COVERAGE.....21



ARIZONA MOTOR VEHICLE POLICY

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

DUTIES IN CASE OF AN ACCIDENT OR LOSS

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

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

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

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

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

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

OTHER DUTIES

A person claiming coverage must:

1. cooperate with **us** in any matter concerning a claim or lawsuit;
2. provide any written proof of **loss** **we** may reasonably require;
3. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, which **we** may conduct outside the presence of **you** or any other person claiming coverage, and answer all reasonable questions **we** may ask, when and as often as **we** may reasonably require;
4. promptly send **us** any and all legal papers relating to any claim or lawsuit;
5. attend hearings and trials as **we** require;

6. take reasonable steps after a **loss** to protect the **covered vehicle**, or any other **vehicle** for which coverage is sought, from further **loss**. **We** will pay reasonable expenses incurred in providing that protection. If **you** fail to do so, any further damages will not be covered under this policy;
7. allow **us** to inspect and appraise the damage to a **covered vehicle** or **non-owned vehicle** before its repair or disposal;
8. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
9. authorize **us** to obtain medical and other records reasonably related to the **accident** or **loss**.

DEFINITIONS

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

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

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

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

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

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

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

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

1. the pick up or delivery of goods. This includes, but is not limited to, delivery of magazines, newspapers, food or any other products;
2. the transport of persons or property for a fee. This includes limousine, taxi, or livery services;
3. the transport of people. This includes, but is not limited to, nursery school children, medical patients, clients, migrant workers, or hotel/motel guests during

and in the course of **your** employment;

4. snow plowing for hire; or
5. any other commercial purpose not expressly set forth in the definition of business use.

This policy is intended to cover the following activities regardless of whether **you** purchase **business use** coverage:

1. shared-expense car pools;
2. commuting to and from **your** place of employment; or
3. for **volunteer work** for an organization that is tax-exempt under Arizona law.

“Covered vehicle” means:

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

If **we** provide coverage for an additional **vehicle**, **we** will provide the broadest coverage that **we** provide for any **vehicle** shown on the **declarations page**. Except **we** will not provide coverage under Part IV - Physical Damage Coverage, for any additional **vehicle** unless **you** specifically request such coverage before a **loss** involving the additional **vehicle**. **We** will provide coverage under these terms and conditions for a period of thirty (30) days after **you** become the **owner**. **We** will not provide coverage after this thirty (30) day period, unless within this period **you** ask **us** to insure the additional **vehicle**. If **you** add any coverage to this policy, these changes to **your** policy will not become effective until after **you** ask **us** to add the coverage;

3. any replacement **vehicle** on the date **you** become the **owner** if:
 - a. **you** acquire the **vehicle** during the policy period shown on the **declarations page**;
 - b. the **vehicle** that **you** acquire permanently replaces a **vehicle** shown on the **declarations page**; and
 - c. no other insurance policy provides coverage for the replacement **vehicle**.

If the **vehicle** that **you** acquire permanently replaces a **vehicle** shown on the **declarations page**, it will have the same coverage as the **vehicle** it replaces. However, if the **vehicle** being replaced had coverage under Part IV - Physical Damage Coverage, such coverage will apply to the replacement **vehicle** only

during the first 30 days after **you** become the **owner** unless **you** notify **us** within that thirty (30) day period that **you** want **us** to continue coverage under Part IV beyond the initial 30 days. If the **vehicle** replaced did not have coverage under Part IV, **you** may add such coverage for the replacement **vehicle**; however, such coverage will not become effective until the day **you** ask **us** to add the coverage.

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

“Custom parts or equipment” means equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed which:

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

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

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

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

“Loss” means sudden, direct, and accidental loss or damage.

“Non-owned vehicle” means any **vehicle** that is not **owned** by **you**, a **relative**, a resident of **your** household, the spouse of the Named Insured even if not residing in the same household as the Named Insured, or anyone listed on the **declarations page** as an additional driver, provided the **vehicle** is not rented from a car rental agency or garage.

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

“Owned” means the person:

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



period of six (6) months or more.

“Owner” means any person who, with respect to an **vehicle**:

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

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

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

“Temporary substitute motor vehicle” means any **vehicle** rented from a car rental agency or auto repair shop and used with the permission of the **owner** while the **covered vehicle** is being serviced or repaired as the result of a covered **loss**.

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

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

“Vehicle” means a self-propelled land motor vehicle:

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

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

“Volunteer work” means work performed without compensation other than reimbursement of actual expenses incurred, or disbursement of meals or other incidental benefits.

“We”, “us”, and “our” mean Safe Auto Insurance Company.

“You” and “your” mean:

1. the person shown as the Named Insured on the

declarations page; and

2. the spouse of a Named Insured if residing in the same household.

PART I – LIABILITY TO OTHERS

INSURING AGREEMENT

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

1. ownership, maintenance, or use of a **vehicle**; or
2. use of any **trailer** while attached to a:
 - a. **covered vehicle**; or
 - b. **temporary substitute vehicle** or **non-owned vehicle** operated by an **insured person**.

Damages include prejudgment interest awarded against an **insured person**. **We** will settle or defend, as **we** consider appropriate, any claim or suit for damages covered by this Part I.

ADDITIONAL DEFINITIONS

When used in this Part I:

“Insured person” and “insured persons” mean:

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

ADDITIONAL PAYMENTS

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

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment is entered in any suit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** Limit of Liability for this coverage. This does not apply if **we** have not been given notice of the suit or the opportunity to defend an **insured person**;
3. the premium on any appeal bond or attachment bond required in any lawsuit **we** defend. **We** have

no duty to purchase a bond in an amount exceeding **our** Limit of Liability, and **we** have no duty to apply for or furnish these bonds;

4. up to \$250 for a bail bond required because of an **accident** arising out of the ownership, maintenance, or use of a **covered vehicle** or **non-owned vehicle** with the express or implied permission of the **owner** of the vehicle. **We** have no duty to apply for or furnish this bond; and
5. prejudgment interest for which an insured person becomes liable in any suit we defend. Our duty to pay such interest ends when we pay or offer to pay our Limit of Liability for this coverage.

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

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

1. punitive or exemplary damages;
2. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a **vehicle** or **trailer** while it is:
 - a. being used to carry persons for compensation or a fee including, but not limited to nursery school children, medical patients, clients, migrant workers, or hotel/motel guests. This exclusion does not apply to shared-expense car pools or the use of a **vehicle** for **volunteer work** for an organization that is tax-exempt under Arizona law;
 - b. being used to carry property for compensation or a fee including, but not limited to snow plowing for hire or any kind of wholesale or retail delivery such as pizza, magazine, flowers, newspaper, mail or other business types of delivery. This exclusion does not apply to shared-expense car pools or the use of a **vehicle** for **volunteer work** for an organization that is tax-exempt under Arizona law;
 - c. rented or leased to another;
 - d. being used in the course of any business or employment, unless **you** have paid a specific premium for **business use** coverage;
 - e. being used as a residence or premises;
 - f. being used for the transportation of any explosive substance, flammable liquid, or similarly hazardous material;
 - g. being operated by a person who is listed as an excluded driver on the **declarations page**; or
 - h. being used without a reasonable belief that the person is entitled to do so;
- d
3. any liability assumed by an **insured person** under

any bailment or agreement;

4. **bodily injury** to an employee of an **insured person** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
5. **bodily injury** or **property damage** caused by an intentional act of the **insured person** or at the direction of the **insured person**;
6. **property damage** to any property owned by, rented to, being transported by, used by, or in the charge of an **insured person** or a person residing in **your** household. However, this exclusion does not apply to a rented residence or a rented garage damaged by a **covered vehicle**;
7. **bodily injury** or **property damage** resulting from the operation or use of a **vehicle**, other than a **covered vehicle owned** by, leased to, or available for the regular use of **you**, a **relative**, a person who resides with **you**, or any person listed on the **declarations page** as an additional driver;
8. **bodily injury** or **property damage** resulting from an **insured person's** operation or use of a **vehicle** that is not listed on the **declarations page** that is available for the **insured person's** regular use;
9. **bodily injury** or **property damage**:
 - a. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
 - b. sustained by anyone protected at the time of the **accident** by an atomic or nuclear energy liability insurance contract. The reason for this is that by law such policies protect all persons involved in the **accident**, regardless of fault;
 - c. for which the United States Government is liable under the Federal Tort Claims Act; or
 - d. arising out of the use of farm machinery..

LIMITS OF LIABILITY

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

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



Your declarations page shows a split limit:

1. the amount shown for “each person” is the most **we** will pay for all damages due to a **bodily injury** to one (1) 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 (2) or more persons in any one (1) **accident**; and
3. the amount shown for “property damage” is the most **we** will pay for the total of all **property damage** for which an **insured person** becomes liable as a result of any one (1) **accident**.

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

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

Any payment to a person under this Part I shall be reduced by any payment to that person under Part III – Uninsured/Underinsured Motorist Coverage provided the person has been fully compensated under the terms of this policy.

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

FINANCIAL RESPONSIBILITY LAWS

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

OTHER INSURANCE

If there is other applicable liability insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits. However, any insurance **we** provide for a **vehicle**, other than a **covered vehicle** will be excess over any other collectible insurance, self-insurance, or bond unless otherwise stated in this provision.

If a **vehicle** to which coverage applies under this Part I is in an **accident** while being used by a person employed by or engaged in the business of selling, leasing, parking, storing, servicing, delivering, or testing vehicles, and there is an applicable liability insurance policy or bond issued to or for that business, its employees, officers or agents, then **our** coverage shall be excess to that insurance. If an **insured person** is in an **accident** while operating a **non-owned vehicle** used in the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles, any liability or

bond issued to or for that business for that **vehicle** shall be excess to the coverage provided under this Part I.

OUT-OF-STATE COVERAGE

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

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

PART II – EXCESS MEDICAL EXPENSE COVERAGE

INSURING AGREEMENT

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

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

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

This Part II does not cover expenses for **bodily injury** arising out of the ownership, maintenance or use of a **trailer**.

This Part II does not apply to that amount paid or payable under any health or accident insurance available to **you** regardless of whether the other coverage is primary, excess, or contingent.

ADDITIONAL DEFINITIONS

When used in this Part II:

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

1. **you**, a **relative**, or any other person listed on the **declarations page** as an additional driver while **occupying any covered vehicle**;

2. any other person while **occupying** a **covered vehicle** with the permission of **you**, a **relative**, or any other person listed on the **declarations page** as an additional driver.

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

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

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

1. sustained while **occupying** a **vehicle** while being used to:
 - a. carry persons for compensation or a fee including, but not limited to nursery school children, medical patients, clients, migrant workers, or hotel/motel guests. This exclusion does not apply to shared-expense car pools or use of a **vehicle** by an **insured person** in the course of that person’s **volunteer work** for an organization that is tax-exempt under Arizona law; or
 - b. carry property for compensation or a fee including, but not limited to snow plowing for hire, or any kind of wholesale or retail delivery such as food, magazine, flowers, newspaper, mail or other business types of delivery. This exclusion does not apply to shared-expense car pools or use of a **vehicle** by an **insured person** in the course of that person’s **volunteer work** for an organization that is tax-exempt under Arizona law;
2. if workers’ compensation benefits are available for the **bodily injury**;
3. sustained by any person while **occupying** a **covered vehicle** without the express or implied permission of **you**, or a **relative**;
4. sustained by **you**, a **relative**, or a person listed on the **declarations page** as an additional driver, while **occupying** a **non-owned vehicle** without the express or implied permission of the **owner**;
5. caused intentionally by the **insured person** or at the **insured person’s** direction, even if the actual injury or damage is different than that which was intended or expected;
6. sustained while **occupying** any **vehicle** or **trailer** while being used as a residence or premises;
7. arising out of an **accident** involving a **vehicle** or **trailer** while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing **vehicles**. However, this exclusion does not

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

8. resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
9. resulting from the operation or use of a **vehicle**, other than a **covered vehicle**, **owned** or leased by **you**, a **relative**, a person who resides with **you**, or any person listed on the **declarations page** as an additional driver or available for **your**, a resident’s, or an **insured person’s** regular use;
10. resulting from an **insured person’s** operation or use of a **vehicle** that is not listed on the **declarations page** that is available for the **insured person’s** regular use;
11. to any person while **occupying** any **covered vehicle** while rented or leased to another. This exclusion does not apply to the operation of a **covered vehicle** by an **insured person**;
12. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, or any consequence of any of these;
13. for which insurance is afforded under an atomic or nuclear energy liability insurance contract or would be afforded under an atomic or nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability. The reason for this is that by law such policies protect all persons involved in the **accident**, regardless of fault;
14. caused directly or indirectly by:
 - a. any accidental or intentional discharge, dispersal, or release of radioactive, nuclear, pathogenic, or poisonous material; or
 - b. any intentional discharge, dispersal, or release of chemical or hazardous material for any purpose other than its safe and useful purpose;
15. for which the United States Government is liable under the Federal Tort Claims Act;
16. arising out of the ownership, maintenance or use of a **vehicle** or **trailer** while it is:
 - a. being used to flee or elude law enforcement;
 - b. being used in any illicit trade or transportation;
 - c. used in the commission of any felony, including theft of **your covered vehicle**;
17. sustained in the course of any business or employment, unless **you** have paid a specific premium for **business use** coverage.



LIMIT OF LIABILITY

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

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

If **we** make a payment under Part I – Liability to Others and this Part II for any one (1) accident, all amounts paid or payable to or on behalf of an **insured person** under this Part II shall be deemed to be advanced under the coverage afforded by Part I – Liability to Others. Any amounts payable to an insured person under this Part II will reduce any amount paid or payable for the same expense under Part I – Liability.

Any amounts payable to an **insured person** under this Part II will be reduced by any amount paid or payable for the same expense under Part III – Uninsured/Underinsured Motorist Coverage provided the insured person has been fully compensated under the terms of the policy.

No one will be entitled to duplicate payments for the same elements of loss under this coverage part and Part I – Liability to Others or Part III – Uninsured/Underinsured Motorist Coverage of this policy.

OTHER INSURANCE

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

TWO OR MORE POLICIES ISSUED BY US

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

PART III – UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT – UNINSURED MOTORIST BODILY INJURY COVERAGE

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

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

INSURING AGREEMENT – UNDERINSURED MOTORIST BODILY INJURY COVERAGE

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

ADDITIONAL DEFINITIONS

When used in this Part III:

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

1. **you**, a **relative**, or any other person listed on the **declarations page** as an additional driver;
2. any person **occupying a covered vehicle**; and
3. any person who is entitled to recover damages covered by this Part III because of **bodily injury** 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 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:

1. operated on rails or crawler treads;
2. designed mainly for use off public roads, while not on public roads;
3. while being used as a residence or premises;
4. a **covered vehicle**, unless the **insured person** is **you**, a relative, or any other person listed on the

declarations page as an additional driver 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 in which case the **insured person** may recover up to the limit of this coverage less the amount paid under Part I;

5. not required to be registered as a motor vehicle, while not on public roads; or
6. that is an **uninsured motor vehicle**.

"Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. to which no **bodily injury** liability bond or policy applies at the time of the **accident**;
2. to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent;
3. to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but the sum of the limits of liability for **bodily injury** available under all valid and collectible liability bonds and policies is less than the minimum limits of liability for **bodily injury** specified by the financial responsibility law of the state of Arizona; or
4. whose operator or **owner** cannot be identified and which causes an **accident** resulting in **bodily injury** to an **insured person** provided that:
 - a. the **insured person**, or someone on his or her behalf, reports the **accident** to the police or civil authority within twenty-four (24) hours or as soon as practicable after the **accident**; and
 - b. independent corroborative evidence exists to prove that the **bodily injury** was caused by the unidentified operator of the **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 motorized vehicle or equipment:

1. **owned** or operated by a self-insurer under any applicable vehicle law, except a self-insurer that is or becomes insolvent;
2. operated on rails or crawler treads;
3. designed mainly for use off public roads, while not on public roads;
4. while being used as a residence or premises;
5. not required to be registered as a motor vehicle, while not on public roads;
6. a **covered vehicle**; or

7. 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 does not apply:

1. to **bodily injury** arising out of the ownership, maintenance or use of a vehicle or trailer while it is:
 - a. being used to carry persons for compensation or a fee including, but not limited to nursery school children, medical patients, clients, migrant workers, or hotel/motel guests. This exclusion does not apply to shared-expense car pools or use of a **vehicle** by an **insured person** in the course of that person's **volunteer work** for an organization that is tax-exempt under Arizona law;
 - b. being used to carry property for compensation or a fee including, but not limited to plowing for hire or any kind of wholesale or retail delivery such as food, magazine, flowers, newspaper, mail or other business types of delivery. This exclusion does not apply to shared-expense car pools or use of a **vehicle** by an **insured person** in the course of that person's **volunteer work** for an organization that is tax-exempt under Arizona law;
 - c. rented or leased to another;
 - d. being used in the course of any business or employment, unless **you** have paid a specific premium for **business use** coverage;
 - e. being used for the transportation of any explosive substance, flammable liquid, or similarly hazardous material;
 - f. being used without a reasonable belief that the person is entitled to do so;
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. for **bodily injury**:
 - a. sustained while a **covered vehicle** is being used or driven by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering or testing vehicles. However, this exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered vehicle**;
 - b. due to a nuclear reaction or radiation;
 - c. for which insurance is afforded under a nuclear energy liability



insurance contract.

4. for any person for **bodily injury** resulting from the intentional acts of that person or done at the direction of that person.
5. for any person for **bodily injury**:
 - a. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
 - b. to anyone protected at the time of the **accident** by an atomic or nuclear energy liability insurance contract. The reason for this is that by law such policies protect all persons involved in the **accident**, regardless of fault; or
 - c. for which the United States Government is liable under the Federal Tort Claims Act.

LIMITS OF LIABILITY

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

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

Your declarations page shows a split limit:

1. the amount shown for "each person" is the most **we** will pay for all damages due to a **bodily injury** to one (1) 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 (2) or more persons in any one (1) **accident**.

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

The damages recoverable under this Part III shall be reduced by:

1. all sums paid because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible, including, but not limited to, all sums paid under Part I - Liability to Others;

2. all sums paid or payable under Part II - Excess Medical Expense Coverage; and
3. 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.

TWO OR MORE POLICIES ISSUED BY US

If two or more **vehicle** policies or coverages issued by **us** are in effect for **you**, or for any **insured person**, and which apply to the same **accident**, the **insured person** shall select one of these policies or coverages to apply to the **accident**. Only the one policy selected by the **insured person** shall apply and no coverage will be provided by any of the other policies.

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. Any insurance **we** provide with respect to a vehicle that is not a **covered vehicle** shall be excess over any other uninsured or underinsured motorist coverage.

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

If a **vehicle** 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 the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing **vehicles**, and there is an applicable liability insurance policy or bond issued to or for that **business**, its employees, officers or agents, then **our** coverage shall be excess to that insurance. If **you** or a **relative** are operating a **non-owned vehicle** used in the **business** of selling, leasing, repairing, parking, storing, delivering, or testing **vehicles**, any uninsured motorist coverage issued to or for that **business** for that **vehicle** shall be excess to the Uninsured Motorist Coverage provided under this Part III.

PART IV –PHYSICAL DAMAGE COVERAGE

INSURING AGREEMENT – COLLISION COVERAGE

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

INSURING AGREEMENT – COMPREHENSIVE COVERAGE

Subject to the terms, conditions and exclusions of this policy, and Limits of Liability, if **you** pay a premium for Comprehensive Coverage, **we** will pay for comprehen-

sive **loss** to a **covered vehicle** for which Comprehensive Coverage has been purchased.

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

1. contact with an animal (including a bird);
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion;
7. theft or larceny; or
8. windstorm, water, hail, or flood.

If **you** pay a premium for Comprehensive Coverage under this policy, **we** will pay **you** up to \$10 each day for thirty (30) days for transportation expenses incurred by **you** if a **covered vehicle** to which Comprehensive Coverage applies is stolen.

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

1. when the **covered vehicle** has been:
 - a. recovered and returned to **you** or its **owner**;
 - b. recovered and repaired;
 - c. replaced; or
 - d. forty-eight (48) hours after **we** make an offer to pay the applicable Limit of Liability under this Part IV if the **covered vehicle** is deemed by **us** to be a **total loss** or unrecoverable.

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

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

ADDITIONAL DEFINITIONS

When used in this Part IV:

“**Total Loss**” means:

1. the theft of the **covered vehicle** if the **covered vehicle** is not recovered within thirty (30) days; or
2. any other **loss** to the **covered vehicle** that is payable under this Part IV if the cost to repair the damage to the **covered vehicle** (including parts and labor), when combined with the salvage value, exceeds the actual cash value of the **covered vehicle** at the time of the **loss**.

“**Diminution in value**” means the actual or perceived loss in market or resale value which results from a direct or accidental **loss**.

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

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

1. to a **covered vehicle**:
 - a. being used to carry persons for compensation or a fee including, but not limited to nursery school children, medical patients, clients, migrant workers, or hotel/motel guests. This exclusion does not apply to shared-expense car pools or use of a **vehicle** by an **insured person** in the course of that person’s **volunteer work** for an organization that is tax-exempt under Arizona law;
 - b. being used to carry property for compensation or a fee including, but not limited to snow plowing for hire, or any kind of wholesale or retail delivery such as pizza, magazine, flowers, newspaper, mail or other business types of delivery. This exclusion does not apply to shared-expense car pools or use of a **vehicle** by an **insured person** in the course of that person’s **volunteer work** for an organization that is tax-exempt under Arizona law;
 - c. while rented or leased to another;
 - d. being used in the course of any business or employment, unless **you** have paid a specific premium for **business use** coverage;
 - e. being used as a residence or premises;
 - f. being used to pull a mobile home or **trailer** which is used as an office, store, display, or recreational vehicle;
 - g. being used for the transportation of any explosive substance, flammable liquid, or similarly hazardous material;
 - h. being operated by a person who is listed as an excluded driver on the **declarations page**;
 - i. being operated by a resident of **your** household, other than a **relative**, or by a regular user of the **vehicle** unless that person is listed as an additional driver on the **declarations page**;
 - j. resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
 - k. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;



- l. which is protected at the time of the **accident** by an atomic or nuclear energy liability insurance contract. The reason for this is that by law such policies protect all persons involved in the **accident**, regardless of fault;
 - m. for which the United States Government is liable under the Federal Tort Claims Act;
 - n. which occurs while a **covered vehicle** is towing another vehicle; or
 - o. being used without the **owner's** permission, or outside the scope of that permission, or by any person who does not have a reasonable belief of being entitled to do so. This does not apply to theft of a **covered vehicle**;
2. to a **covered vehicle**, while being used or driven by a person while employed or engaged in the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing **vehicles**. However, this exclusion does not apply to **you**, a **relative**, any person listed on the **declarations page** as an additional driver, or their agent or employee, when using a **covered vehicle**;
 3. arising out of the ownership, maintenance or use of a **vehicle** while it is:
 - a. being used to flee or elude law enforcement official(s);
 - b. being used in any illicit trade or transportation; or
 - c. used in the commission of any felony;
 4. to a **covered vehicle**, caused by an intentional act of **you**, a **relative**, or any person listed on the **declarations page** as an additional driver, or at the direction of **you**, a **relative**, or any person listed on the **declarations page** as an additional driver. This exclusion does not apply to the insurable interest of an innocent spouse or an innocent **insured person**;
 5. to a **covered vehicle**, that is due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure;
 - d. road damage to tires; or
 - e. manufacturer's defects

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

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

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus, if such **loss** is caused by any other **loss** covered under this Part IV; or
 14. due to destruction or confiscation by governmental or civil authorities of a **covered vehicle** because **you** or any **relative** engaged in illegal activities.

LIMITS OF LIABILITY

1. The Limit of Liability for **loss** to a **covered vehicle** is the lowest of:
 - a. the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by the applicable deductible shown on the **declarations page**, and by its salvage value if **you** or the **owner** retain the salvage;
 - b. the amount necessary to replace the stolen or damaged property, reduced by the applicable deductible shown on the **declarations page**, and by its salvage value if **you** or the **owner** retain the salvage;

- c. the amount necessary to repair the damaged property to its pre-loss condition, reduced by the applicable deductible shown on the **declarations page**; or
- d. the amount stated on the **declarations page** of this policy.

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

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

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

INSURING AGREEMENT – FULL COMPREHENSIVE WINDOW GLASS COVERAGE

If **you** pay the premium for Full Comprehensive Window Glass Coverage, **we** will pay under Comprehensive Coverage, without a deductible, for **loss** to:

1. glass used in the windshield, doors, and windows of a **covered vehicle**; and
2. the glass, plastic or other materials used in the lights of a **covered vehicle**.

INSURING AGREEMENT – RENTAL REIMBURSEMENT COVERAGE

If **you** pay the premium for Rental Reimbursement Coverage, **we** will reimburse up to \$20 each day for thirty (30) days for any one (1) **accident** for rental charges incurred by **you** when **you** rent a **temporary substitute motor vehicle** due to a **loss** to a **covered vehicle** that is payable under Comprehensive Coverage

or Collision Coverage under this Part IV. However, this coverage:

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

Additional fees or charges for insurance, damage waivers, optional equipment, fuel, or accessories are not covered.

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

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

Rental charges will be reimbursed beginning:

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

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

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

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

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

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

PAYMENT OF LOSS

We may, at **our** option:

1. pay for the **loss** in money; or
2. repair or replace the damaged or stolen property.

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **declarations page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property.

NO BENEFIT TO BAILEE

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



LOSS PAYEE AGREEMENT

Payment for a **total loss** to a **covered vehicle** will be made according to **your** interest and the interest of any Loss Payee or lienholder shown on the **declarations page** or designated by **you**. Payment may be made both jointly, or separately, at **our** discretion. Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you** or a **relative**, or where the **loss** is otherwise not covered under the terms of this policy, the Loss Payee or lienholder's interest will not be protected.

If this policy is cancelled or nonrenewed, the interest of any lienholder under this agreement will also terminate.

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

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 for a **non-owned vehicle** not shown on the **declarations page** will 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 vehicle**;
2. any other applicable physical damage insurance; or
3. any other source of recovery applicable to the **loss**.

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** or **you** may demand an appraisal of the **loss**. If the demand for an appraisal is made, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will be binding. **You** shall pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART V – TOWING AND LABOR

INSURING AGREEMENT

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

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

ADDITIONAL DEFINITIONS

When used in this Part V:

1. "**Covered disabled vehicle**" means a disabled **covered vehicle** for which Towing and Labor Coverage has been purchased.
2. "**Disablement**" means the disablement of a **covered disabled vehicle** due to:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. lack of fuel, oil, or water;
 - d. flat tire;
 - e. lock-out; or
 - f. entrapment within 100 feet of a public road or highway.

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

Coverage under this Part V does not apply to:

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

PART VI – ACCIDENTAL DEATH BENEFIT

INSURING AGREEMENT

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

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

ADDITIONAL DEFINITIONS

When used in this Part VI:

"Accidental death" means the death of an **insured person** that:

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

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

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

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

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

1. occurs while a **covered vehicle** is being used to carry persons or property for compensation or a fee. This exclusion does not apply to an **accident** arising from the use of a **covered vehicle** in a shared expense car pool;
2. occurs while a **covered vehicle** is being used for snow plowing for hire, or any kind of wholesale or retail delivery, including but not limited to food, magazine, flowers, newspaper, mail or other business types of delivery;
3. occurs while a **covered vehicle** is being used in a commercial capacity;
4. occurs while a **covered vehicle** is being used during the course of an **insured person's** employment to transport people, including but not limited to nursery school children, medical patients, clients, hotel guests, and the like;
5. occurs while a **covered vehicle** is being used to transport explosives, flammable liquid, or similarly hazardous material;

6. occurs while a **covered vehicle** is being towed, or towing another vehicle;
7. arises out of the ownership maintenance or use of any **vehicle**, other than a **covered vehicle**, which is **owned by you**, a resident, or an **insured person**, furnished to or available for **your**, a resident's, or an **insured person's** regular use;
8. occurs while an **insured person** is **occupying a covered vehicle** while being used as a residence or premises;
9. is caused intentionally by an **insured person** or at an **insured person's** direction, even if the actual injury or damage is different than that which was intended or expected;
10. occurs while an **insured person** is engaged or involved in any illicit trade or transportation;
11. occurs while an **insured person** is fleeing or eluding law enforcement officials;
12. occurs while an **insured person** is engaged in the commission of a crime;
13. results from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
14. is caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
15. arises from an **accident** that occurred during the period between the cancellation date and time and the reinstatement date and time;
16. occurs while an **insured person** is **occupying a covered vehicle** while being used off of public or private roads for race, sport, rally or other recreational purposes; or
17. occurs while an **insured person** is not wearing a factory installed seat belt and lap or shoulder restraint, as verified by the investigating law enforcement officer.

LIMIT OF LIABILITY

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

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



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

PAYMENT OF BENEFITS

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

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

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

OTHER INSURANCE

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

GENERAL PROVISIONS

BUSINESS USE COVERAGE

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

POLICY PERIOD AND TERRITORY

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

POLICY CHANGES

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

1. the Named Insured; or

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

The premium for each **vehicle** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, or take other appropriate action. To properly insure **your vehicle**, **you** must promptly notify **us** when:

1. an insured person changes their address;
2. any resident operators are added or deleted;
3. an insured person acquires an additional or replacement **vehicle**;
4. an insured person's marital relationship is terminated;
5. the principal garaging address for a **covered vehicle** shown in the **declarations page** changes;
6. **you** or a **relative** obtain a driver's license or operator's permit; or
7. there is a change with respect to the residents in **your** household or the persons who regularly operate a **covered vehicle**.

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

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

TERMS OF POLICY CONFORMS TO STATUTES

If any provision of this policy fails to conform with the legal requirements of the laws of the State of Arizona, the provision shall be deemed amended to conform to such legal requirements. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the State of Arizona.

TRANSFER

This policy cannot be transferred to another person without **our** written consent. If a Named Insured dies, this policy will provide coverage for legal representative of the Named Insured, while acting as such, and for

persons covered under this policy on the date of the Named Insured's death, provided that the premium has been paid.

NUMBER OF VEHICLES LISTED

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

TWO OR MORE VEHICLE POLICIES

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

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided at the time of application. This policy shall be null and void or cancelled, to the extent permitted by the Arizona law, if such information is:

1. fraudulent;
2. material, either to the acceptance of this application or to the risk assumed herein; and
3. would have caused **us** not to have issued the policy or not have provided coverage for the risk that results in a **loss**.

However, **we** will provide liability coverage under Part I - Liability to Others to the extent required by the financial responsibility law of the State of Arizona for an **accident** which occurs before this policy is declared void.

We may deny coverage for an **accident** or **loss** if **you** or an insured person have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim. However, this shall not apply to:

1. any property interest of **you** or a **relative** that is impaired as the result of an act of domestic violence as defined by Arizona law, provided the person claiming the property interest:
 - a. cooperates in any investigation relating to the **accident** or **loss**; and
 - b. did not cooperate in, direct, or contribute or consent to the intentional act, concealment, misrepresentation or fraud causing the **accident** or **loss**; and
2. liability coverage to the extent required by the financial responsibility law of the State of Arizona for **bodily injury** or **property damage** sustained by persons who did not participate in the concealment or misrepresentation of a material fact or circumstance, or fraudulent conduct.

We reserve all rights to indemnity for payments made and costs incurred by **us** against any person who has committed fraud or misrepresentation in connection with the presentation or settlement of a claim.

PREMIUM PAYMENT TERMS AND CONDITIONS

If **your** initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy will be deemed void from its inception-which is as if the policy never existed. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

If **your** installment or renewal payment is by check, draft, or any remittance other than cash, coverage under this policy will continue provided the check, draft or remittance is honored upon presentment. If the check, draft, or remittance is not honored upon presentment, this policy will be cancelled at the hour and date shown on the notice of cancellation.

If a check, draft, or remittance is not honored upon presentment, a service charge will be added to **your** account. Any action by **us** to present the remittance for payment more than once shall not affect **our** rights under this policy.

In addition to premium, fees may be charged on **your** policy. **We** may charge fees for installment payments, payments made after the grace period, and other transactions. Payments made on **your** policy will be applied first to fees, then to premium due.

In order to continue **your** coverage with no interruption, **your** installment or renewal payment must be effective before the expiration of **your** grace period. Payment effective dates and times vary per the payment method:

1. payments made through the Safe Auto Check by Phone system are effective the date and time the checking account information is relayed to the Customer Service Representative or **our** Automated Attendant;
2. payments made through money wire services are effective the date and time printed on the receipt;
3. payments made via credit card are effective the date and time the transaction is approved by the creditor;
4. payments mailed via the United States Postal Service with a legible postmark on or before the expiration of **your** grace period are effective on the postmark date shown on the payment envelope. However, If the last day of **your** grace period falls on a Saturday, Sunday or legal holiday, and **your** payment mailed via the United States Postal Service is postmarked the next business day following the Saturday, Sunday or legal holiday, your payment will be effective on the last day of your grace period;
5. payments mailed via the United States Postal Service with a legible



postmark after the expiration of **your** grace period are effective on the postmark date shown on the payment envelope at 12:01 A.M.;

6. payments mailed via the United States Postal Service with an illegible postmark or bearing no postmark, are effective five (5) mail days before the received date;
7. payments made via a nationally recognized and bonded overnight carrier with a legible received date and time are effective the day and time the overnight carrier receives the payment;
8. payments made via an overnight carrier with an illegible received date and time, or payments made by an overnight carrier with no received date and time are effective at 12:01 A.M. the day **we** receive the payment;
9. payments delivered via a same day carrier are effective the date and time **we** receive the payment;
10. internet-based check payments are effective the date and time the payment information is received by **us** and the "make check payment" button is clicked;
11. internet-based credit card payments are effective the date and time the transaction is approved by the creditor;
12. payments made at ACE Check Cashing locations are effective the date and time printed on the ACE Check Cashing receipt.

If **your** payment effective date and time is before the expiration of **your** grace period, the policy will not cancel. If **your** payment is effective after the expiration of **your** grace period, **your** policy will cancel as of the date and time shown on **your** Cancellation Notice. **We** will accept a payment effective after the cancellation date and time and reinstate **your** policy as long as the payment's effective date and time is no more than thirty (30) days after the cancellation's effective date and time. If **we** accept a payment that is effective after **your** policy has cancelled, **your** policy will reinstate on the payment's effective date and time.

In the event **we** accept **your** late payment and reinstate **your** policy, **we** will not cover any **loss** or **accident** which occurred during the period of time between the cancellation date and time and the reinstatement date and time. Any lapse in coverage will result in a credit being applied to **your** account for the period of time for which **you** had no coverage. In the event that this policy is reinstated, it will reinstate under the same policy terms, limits, conditions, elections, and exclusions which were in effect before the cancellation. **Your** policy expiration and/or renewal date will remain unchanged by any reinstatement by **us**.

CANCELLATION AND NONRENEWAL

You may cancel this policy by calling or writing **us**, and stating the future date that **you** wish the cancellation to be effective. **We** may cancel this policy by mailing a

notice of cancellation to the Named Insured shown on the **declarations page** at the last known address appearing in **our** records. Except as otherwise stated in this provision, notice of cancellation due to any reason other than nonpayment of premium will be mailed at least ten (10) days before the effective date of cancellation.

If **you** do not pay the required premium for this policy when due, **we** may cancel this policy as set forth in this paragraph. For premium payments, other than the first payment, due under this policy, **you** will have a grace period of seven (7) days following the premium due date to pay the premium due. This policy continues in force during the grace period. Notice of cancellation or nonrenewal for non-payment of premium will be mailed no earlier than eight (8) days after the date the premium is due. Cancellation or nonrenewal for nonpayment of premium after a grace period is effective on the date the notice is mailed.

We may cancel this policy within the first fifty-nine (59) days of the initial policy period for any reason other than location of residence, age, race, color, religion, sex, national origin, or ancestry of an insured person.

After this policy is in effect for sixty (60) days, or if this is a renewal or continuation policy, **we** may only cancel for one (1) or more of the following reasons:

1. **you** do not pay the required premium for this policy within any applicable grace period;
2. fraudulent misrepresentation by **you** of any material fact in the procurement or renewal of this policy;
3. **you**, a person residing in **your** household who customarily operates a **covered vehicle**, or any person who regularly and frequently operates a **covered vehicle**:
 - a. has had his or her driver's license suspended or revoked during the policy period;
 - b. becomes permanently disabled, either physically or mentally, unless the person produces a certificate from a physician or registered nurse practitioner testifying to the person's ability to operate a motor vehicle;
 - c. has, within the thirty-six (36) months before the effective date of the policy or during the policy period, been convicted of:
 - i. criminal negligence, resulting in death, arising out of the operation of a motor vehicle;
 - ii. homicide or assault arising out of the operation of a motor vehicle;
 - iii. operating a motor vehicle while intoxicated or under the influence of drugs;
 - iv. leaving the scene of an **accident**;
 - v. making false statements in an application for a driver's license; or

- vi. reckless driving;
- d. uses a **covered vehicle** regularly and frequently for commercial purposes;
- 4. **we** have been placed in rehabilitation or receivership by the insurance officials of our state of domicile or by a court of competent jurisdiction; or
- 5. Arizona's Director of Insurance has suspended **our** authority because **our** financial condition is hazardous or has determined that the continuation of this policy would jeopardize **our** solvency or place **us** in violation of the laws of Arizona.

In addition to the reasons set forth above, **we** may refuse to renew this policy if either **you**, a person residing in **your** household who customarily operates a **covered vehicle**, or any person who regularly and frequently operates a **covered vehicle** has, within the thirty-six (36) months before a notice of nonrenewal, had three or more at-fault **accidents** under any motor **vehicle** policy issued by **us** in which the property damage paid for each **accident** exceeded the amount published annually by the Arizona Department of Insurance. The property damage threshold amount for **accidents** that occur on or after January 1, 2005, but before January 1, 2006, is \$2,080. For **accidents** occurring on or after January 1, 2006, the applicable threshold amount is the amount published by the Arizona Department of Insurance.

However, this does not apply if **you** have been insured with **us** for standard liability vehicle coverage for at least ten (10) consecutive years before the most recent at-fault **accident**. As used in this provision, "at-fault" means the person is at least fifty percent (50%) responsible for the **accident**. Notice of **our** refusal to renew for three or more at-fault **accidents** shall be mailed at least forty-five (45) days before the effective date of nonrenewal. If **you** believe **we** have made an incorrect determination of fault, **you** may file a written objection with the Arizona Director of Insurance within ten (10) days after **you** receive notice of nonrenewal.

If this policy is subject to:

1. cancellation or nonrenewal under 3 a, b, or c above because of wrongdoing or fault of a person other than **you**; or
2. nonrenewal because a person, other than **you**, had had three or more at-fault **accidents**.

we will not terminate this policy if **you** specify that person on a Named Driver Exclusion form which excludes coverage for all claims under Parts I, II, IV, and VI of this policy arising out of the operation of a motorized **vehicle** by the excluded driver, including all claims made against **you**, a **relative**, or any other person or organization that is vicariously liable for an **accident**.

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

If this policy is cancelled, coverage will not be provided as of the effective date and time shown in the notice of cancellation.

CANCELLATION REFUND

If this policy is cancelled, any refund due will be computed on a daily pro-rata basis. However, **we** shall retain a cancellation fee if this policy is cancelled at **your** request.

PROOF OF NOTICE

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

AUTOMATIC TERMINATION

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

1. when a person other than **you** or a **relative** becomes the **owner** of the **vehicle**; or
2. on the effective date of any other motor **vehicle** insurance policy covering that **vehicle**.

COVERAGE CHANGES

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

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against **us** by **you**, a **relative**, or any other insured person must be commenced following an **accident**, or an alleged breach of **our** obligations under this policy, within the time period set forth as the **bodily injury** statute of limitations in the laws of the State of Arizona, except as provided below related to claims under Part III - Uninsured/Underinsured Motorist Coverage.

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

We may not be sued for payment of Uninsured Motorist Benefits under Part III, unless the person who makes the claim provided notice to **us** in writing of his or her intent to pursue the claim within three (3) years after the earliest of:

1. the date the person knew that the party who caused the harm did not have liability insurance;
2. the date the person knows or should



have known that coverage was denied by the insurer of the party who caused the harm; or

3. the date the person knows or should have known that the insurer of the party who caused the harm is insolvent.

We may not be sued for payment of Underinsured Motorist Benefits under Part III, unless:

1. the person who makes the claim provided notice to **us** in writing of his or her intent to pursue the claim within three (3) years after the date of the accident that caused the bodily injury and the person has made a claim with the insurer of the party who caused the harm or filed an action against the party who caused the harm within two years after the date of the accident or within the corresponding limitation period provided under the law of the location where the accident occurred; or
2. the person who makes the claim provided notice to us in writing of his or her intent to pursue the claim within three (3) years after the date the person knows or should have known that the party who caused the accident has insufficient liability insurance to cover the person's injuries.

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

OUR RIGHTS TO RECOVER PAYMENT

In the event of any payment under this policy under Part I - Liability to Others, Part III - Uninsured/ Underinsured Motorist Bodily Injury Coverage, or Part IV - Physical Damage Coverage, **we** are entitled to all the rights of recovery that the insured person to whom payment was made has against another. However:

1. this does not apply to payment made under Underinsured Motorist Coverage;
2. if **we** make a payment under Uninsured Motorist Coverage, **we** are subrogated to only those rights of recovery which the insured person has against the **owner** or operator of an **uninsured motor vehicle**; and
3. **we** may not assert rights of recovery against any person who was using a **covered vehicle** with **your** express or implied permission for any payment made under Part IV - Physical Damage Coverage.

If **we** are entitled to recover, the insured person to whom payment was made must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after an **accident** or **loss** to prejudice **our** rights.

We also have the right to indemnification from any person who has committed an act of domestic violence, as defined by Arizona law, that resulted in a **loss** for which payment has been made but which would have been excluded if not the result of domestic violence.

When an insured person has been paid by **us** under this policy and also recovers from another person, entity, or organization, the amount recovered will be held by the insured person in trust for **us** and reimbursed to **us** to the extent of **our** payment.

If recovery is made by an insured person under this policy from a responsible person, entity, or organization without **our** written consent, the insured person's right to payment under any affected coverage, other than Underinsured Motorist Coverage, will no longer exist.

JOINT AND INDIVIDUAL INTERESTS

If there is more than one Named Insured on this policy, any Named Insured may cancel or change this policy. The action of one Named Insured shall be binding on all persons provided coverage under this policy.

BANKRUPTCY

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

POLLUTION EXCLUSION

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

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

NAMED DRIVER EXCLUSION

If **you** have asked **us** to exclude any person from coverage under this policy, then **we** will not provide coverage under Part I - Liability to Others, Part II - Excess Medical Expense Coverage, Part IV - Physical Damage Coverage, or Part VI - Accidental Death, for any claim arising from an **accident** or **loss** involving a motorized **vehicle** being operated by that excluded person. THIS INCLUDES ANY CLAIM FOR DAMAGES MADE AGAINST **YOU**, A **RELATIVE**, OR ANY OTHER PERSON OR ORGANIZATION THAT IS VICARIOUSLY LIABLE FOR AN **ACCIDENT** ARISING OUT OF THE OPERATION OF A MOTORIZED **VEHICLE** BY THE EXCLUDED DRIVER.

NAMED OPERATOR – NON-OWNED VEHICLE COVERAGE

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

1. GENERAL DEFINITIONS

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

2. PART I – LIABILITY TO OTHERS

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

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

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

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

3. PART II – EXCESS MEDICAL EXPENSE COVERAGE

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

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

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

4. PART III – UNINSURED/UNDERINSURED MOTORIST COVERAGE

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

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

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

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

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

5. PART VI – ACCIDENTAL DEATH BENEFIT

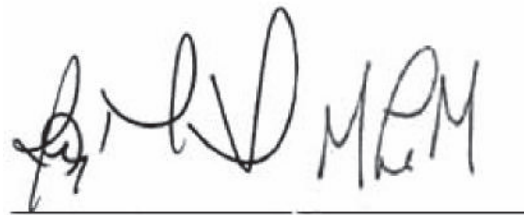
ADDITIONAL DEFINITIONS: When used in Part VI, the definition of “**insured person**” and “**insured persons**” is deleted and replaced by the following:

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

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

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

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



Jon P. Diamond

Mark D. LeMaster

President

Secretary





Safe Auto Insurance Company

Corporate Office:

4 Easton Oval

Columbus, Ohio 43219

(614) 231-0200

1(800) SAFE-AUTO

1(800) 723-3288

