

Arizona Automobile Policy



<<program name>>

<<administrator name>>,
<<administrator license>>

**Underwritten by
Equity Insurance Company, NAIC# 28746**

MEXICO INSURANCE

The coverages for your covered auto provided by this policy are NOT extended to accidents or losses occurring within Mexican Territory.

WARNING

Unless you have automobile insurance written by a Mexican Insurance Company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your automobile.

These policy provisions together with your application, the declaration page, and any applicable endorsements, complete your policy.

**Your Personal Auto Policy Quick Reference
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MEXICO INSURANCE

The coverages for your covered auto provided by this policy are NOT extended to accidents or losses occurring within Mexican Territory.

INSURING AGREEMENT

Upon **your** payment of the premiums, **we** agree that this policy provides the various kinds of insurance **you** have selected as shown on the enclosed Declarations page.

This insurance applies only to car **accidents** and losses which occur while this policy is in force. When **you** renew this policy, **you** must pay the renewal premium no later than the seventh day following the premium due date.

All renewals will be subject to the same endorsements and exclusions as existed in the prior policy unless a specific change endorsement is executed.

WHAT TO DO IN CASE OF ACCIDENT OR LOSS

Notice of **Accident** Occurrence or Loss:

In the event of an **accident**, occurrence or loss, written notice must be given to **us** promptly. The notice must give the time, place and circumstances of the **accident**, occurrence or loss, including the names and addresses of injured persons and witnesses.

WE MAY DENY COVERAGE UNDER THIS POLICY AS TO ANY CLAIM MADE BY YOU OR THE COVERED PERSON IF THE ATTESTATIONS OR STATEMENTS IN THE APPLICATION OR IN ANY CLAIM AGAINST US SHALL PROVE TO BE FALSE OR FRAUDULENT IN NATURE. Misrepresentations, omissions, concealment of facts and incorrect statements shall not prevent a recovery under the policy unless: (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer; and (3) the insurer in good faith would either

not have issued the policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

OTHER DUTIES

A person claiming any coverage of this policy must also:

1. Cooperate with **us** and assist **us** in any matter concerning a claim or suit.
2. Send **us** promptly any legal papers received relating to any claim or suit.
3. Submit to physical examination at **our** expense by doctors **we** select as often as **we** may reasonably require.
4. Authorize **us** to obtain medical and other records.
5. Provide any written proofs of loss **we** may require.

A person claiming Uninsured Motorist Coverage must give notice in writing of the intent to pursue the claim within three years after the earliest of either: 1) the date that the person knew that the party alleged to have caused harm to the person was uninsured; or, 2) the date that the person knew or should have known that the insurance company who insured the party alleged to have caused harm to the person either denied coverage to that party or became insolvent. A person claiming Underinsured Motorist Coverage must give notice in writing of the intent to pursue the claim within three years after the person knew or should have known that the party alleged to have caused harm to the person has insufficient liability insurance to cover the person's injuries.

A person claiming Car Damage Coverage must also:

1. Take reasonable steps after loss to protect the car and its equipment from further loss. **We** will pay reasonable expenses incurred in providing that protection.
2. Promptly report the theft, larceny, vandalism, robbery or pilferage of the car to the police.
3. Allow **us** to inspect and appraise the damaged car before its repair or disposal.
4. Notify **us** within 60 days of any damage to **your** car caused by **accident**, occurrence or loss.

SPECIAL NOTE TO POLICYHOLDER

IN ADDITION TO OTHER PROVISIONS OF EXCLUSION IN THIS POLICY, THIS IS A SPECIAL NOTE TO POLICYHOLDERS THAT: **"WE DO NOT PROVIDE COVERAGE FOR PAYMENT OF PUNITIVE OR EXEMPLARY DAMAGES,** REGARDLESS OF ANY OTHER PROVISIONS OF THIS POLICY UNDER;

- a. Part A Liability Coverage
 - b. Part C Uninsured Motorists Coverage, and
 - c. Part D Underinsured Motorists Coverage.
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DEFINITIONS

Throughout this policy **"you"** and **"your"** refer to the **"named insured"** shown in the Declarations and the spouse if a resident of the same household. **"We"**, **"us"** and **"our"** refer to the Company providing this insurance. For purposes of this policy, any **private passenger type auto** leased under a written agreement to any person for continuous period of at least six months shall be deemed to be owned by that person.

Other words and phrases are defined. They are boldfaced when used.

"Your covered auto" means:

- (a) Any vehicle shown in the Declarations.
- (b) A **"newly acquired vehicle"**
- (c) Any **trailer you** own.
- (d) Any **private passenger type auto** or **trailer you** do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its breakdown, repair, servicing, loss or destruction. This definition does not apply to PART E-COVERAGE FOR DAMAGE TO YOUR AUTO including the SAFETY EQUIPMENT ENDORSEMENT.

"Newly acquired vehicle"

1. **"Newly acquired vehicle"** means any of the following types of vehicles **you** become the owner of during the policy period.
 - a. A **private passenger type auto**, for which no other insurance policy provides coverage, or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:

- (1) has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to **your** “business” of installing, maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.
2. If a “**newly acquired vehicle**” replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without **your** having to ask **us** to insure it and it will have the same coverage as the vehicle it replaces.
3. Coverage for a “**newly acquired vehicle**” is provided as described below. If **you** ask **us** to insure a “**newly acquired vehicle**” after a specified time period described below has elapsed, any coverage **we** provide for a “**newly acquired vehicle**” will begin at the time **you** request the coverage.
- a. For any coverage provided in this policy except Coverage for Damage to **Your** Auto a “**newly acquired vehicle**” will have the broadest coverage **we** now provide for any vehicle shown in the Declarations. Coverage begins on the date **you** become the owner. However, for this coverage to apply to a “**newly acquired vehicle**” which is in addition to any vehicle shown in the Declarations, **you** must ask **us** to insure it within 15 days after **you** become the owner.
 - b. Collision Coverage for a “**newly acquired vehicle**” begins on the date **you** become the owner. However, for this coverage to apply, **you** must ask **us** to insure it within:
 - (1) 15 days after **you** become the owner if the Declarations indicate that **Collision** Coverage applies to at least one vehicle. In this case, the “**newly acquired vehicle**” will have the broadest coverage **we** now provide for any vehicle shown in the Declarations.
 - (2) 4 days after **you** become the owner if the Declarations do not indicate that Collision Coverage applies to at least one vehicle. If **you** comply with the 4-day requirement and a loss occurred before **you** asked **us** to insure the “**newly acquired vehicle**”, a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a “newly acquired vehicle” begins on the date **you** become the owner.
However, for this coverage to apply, **you** must ask **us** to insure it within:
- (1) 15 days after **you** become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one vehicle. In this case, the “**newly acquired vehicle**” will have the broadest coverage **we** now provide for any vehicle shown in the Declarations.
 - (2) 4 days after **you** become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one vehicle. If **you** comply with the 4-day requirement and a loss occurred before **you** asked **us** to insure the “**newly acquired vehicle**” an Other Than Collision deductible of \$500 will apply.

“**Compensatory Damages**” means that **we** will:

- (1) compensate the injured party for the injury sustained, and nothing more;
- (2) simply make good or replace the loss caused by the wrong or injury.

“**Family member**” means a person related to **you** by blood, marriage or adoption who is a resident of **your** household, including a ward or foster child.

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

“**Trailer**” means a vehicle designed to be pulled by a **private passenger type auto**. It also means a farm wagon or farm implement while towed by a **private passenger type auto** or a pick-up, sedan delivery or panel truck.

“**Private Passenger Type Auto**” means a motor vehicle of the private passenger type sedan, pickup truck, van or sport utility van that:

- a) Has a gross vehicle weight rating stated by the manufacturer that is no greater than 10,000 pounds;
- b) Has four wheels;
- c) Is subject to state motor vehicle registration laws;
- d) Is designed for use on public roads and highways; and
- e) is not used for the delivery or transportation of goods and materials unless such use is:

- (1) incidental to **your** “business of installing, maintaining or repairing furnishings or equipment; or
- (2) for farming or ranching.

However, the term “**private passenger type auto**” does not include any:

- a) Step-van or vans with cabs apart from the cargo area;
- b) Flat or stake bed trucks
- c) Motorcycles, motorized mini-bikes, or dirt bikes;
- d) All-terrain vehicles (ATVs);
- e) Golf carts;
- f) Tractors or farm machines;
- g) Vehicles driven on crawler treads, rails or skis;
- h) Road machinery;
- i) Recreational vehicles; or
- j) Vehicles when parked and used:
 - (1) As a residence or premises; or
 - (2) For office, store or display purposes.

“**Punitive or Exemplary Damages**” means damages assessed to punish a person or to deter the person and others from committing willful acts, wanton acts, intentional acts, or conduct that one knows will create a substantial risk of significant harm to others.

“**Accident**” means a sudden, unintended event, resulting in bodily injury or property damage.

– PART A –
LIABILITY COVERAGE

We will pay compensatory damages for bodily injury or property damage for which any covered person becomes legally responsible because of an auto **accident**. **We** still settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. Our duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted.

“**Covered person**” as used in this Part means:

1. **You**, a listed driver or any **family member** for the ownership, maintenance or use of any auto or **trailer**, provided that the ownership, maintenance or use is with the expressed or implied permission of the owner.
2. Any person using **your covered auto** with **your** expressed or implied permission.
3. For **your covered auto**, any person or organization but only with respect to legal

responsibility for acts or omissions of a person using the auto with the expressed or implied permission of the **named insured** and for whom coverage is afforded under this part.

For any auto or **trailer**, other than **your covered auto**, any person or organization, using the vehicle with the expressed or implied permission of the owner, but only with respect to legal responsibility for acts or omissions of **you** or any **family member** for whom coverage is afforded under this part. This provision applies only if the person or organization does not own or hire the auto or **trailer**.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, **we** will pay on behalf of a covered person:

1. Up to \$100 for the cost of bail bonds required because of an **accident**, including related traffic law violations, resulting in bodily injury or property damage covered under this policy.
 2. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend.
 3. Interest accruing after a judgment is entered in any suit **we** defend. Our duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability for this coverage.
 4. Up to \$35 a day for loss of earnings, but not other income because of attendance at hearings or trials at **our** request.
 5. Other reasonable expenses incurred at **our** request.
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EXCLUSIONS

We do not provide Liability Coverage:

1. For any person who intentionally causes bodily injury or property damage.
2. For any person for damage to property owned or being transported by a **covered person**.
3. For any person for damage to property rented to, used by, in the care of that person or owned by **you**. This exclusion is not applicable to a residence or private garage **you**, a **family member** or a **covered person** does not own.
4. For any person for bodily injury to an employee of that person during the course of employment. This exclusion does not apply to bodily injury to a

domestic employee unless workers' or workman's compensation benefits are required or available for that domestic employee.

5. For the ownership, maintenance or use of any vehicle, other than **your covered auto**, which is owned by **you** or a listed driver or furnished or available for **your** regular use or furnished or available for the regular use of a listed driver.
 6. For the ownership, maintenance or use of any vehicle, other than **your covered auto**, which is owned by or furnished or available for the regular use of any **family member**.
 7. For any person using a vehicle without the expressed or implied permission of the vehicle's owner.
 8. For any person for bodily injury or property damage for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors. This exclusion will only apply to the damages that are in excess of the minimum statutory limits of liability coverage required by the financial responsibility law of the state of Arizona.
 9. For bodily injury, property damage or death sustained by any insured or any member of the family of an insured residing in the same household as the insured, but only to the extent that this exclusion does not conflict with the minimum coverage required by the Arizona Financial Responsibility Law.
 10. For the payment of **punitive** or **exemplary damages**, regardless of any other provision of this policy.
 11. For any person's liability arising out of the operation of a vehicle while the Transportation Network Company driver is logged in to a Transportation Network Company's digital network or software application or is providing transportation network services. This exclusion is effective on and after February 29, 2016 in accordance with A.R.S. 28-4009.
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LIMIT OF LIABILITY

The limit of liability shown in the Declarations for "each person" for Bodily Injury Liability is our

maximum limit of liability for all damages for bodily injury sustained by any one person in any one auto **accident**. Subject to this limit for "each person", the limit of liability shown in the Declarations for "each **accident**" for Bodily Injury Liability is our maximum limit of liability for all damages for bodily injury resulting from any one auto **accident**. The limit of liability shown in the Declarations for "each **accident**" for property damage liability is **our** maximum limit of liability for all damages to all property resulting from any one auto **accident**.

This the most **we** will pay regardless of the number of **covered persons**, claims made, vehicles or premiums shown in the Declarations, or vehicles involved in the auto **accident**.

FINANCIAL RESPONSIBILITY LAWS

Only after **we** have agreed in writing to certify this policy as proof under any financial responsibility law, will it comply with the law to the extent of the coverage required by the law. **You** agree to reimburse **us** for any payment made by **us** which **we** would not have been obligated to make under the terms of this policy except for the agreement contained in this provision.

OTHER INSURANCE

If there is other applicable liability insurance:

1. Any insurance **we** provide for a vehicle **you** do not own shall be excess over any other collectible insurance.

However, any insurance **we** provide for a vehicle **you** do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the business of:

- | | |
|----------------|------------------|
| a. selling; | e. testing; |
| b. repairing; | f. road testing; |
| c. servicing; | g. parking; or |
| d. delivering; | h. storing; |

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

- a. is operating the vehicle; and
b. is neither the person engaged in such business nor that person's employee or agent.
2. Any insurance **we** provide for a vehicle **you** own shall be excess to that of a person engaged in the business of:

- a. selling;
- b. repairing;
- c. servicing;
- d. delivering;
- e. testing;
- f. road testing;
- g. parking; or
- h. storing;

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

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

– PART B –
MEDICAL PAYMENTS COVERAGE

We will pay reasonable expenses incurred for necessary medical and funeral services because of bodily injury caused by **accident** and sustained by a **covered person**. **We** will pay only those expenses incurred within one (1) year from the date of the **accident**.

"**Covered person**" as used in this Part means:

1. **You** or any **family member** while **occupying**, or as a pedestrian when struck by, a motor vehicle designed for use mainly on public roads or by a **trailer** of any type.
2. Any other person while **occupying your covered auto**.

EXCLUSIONS

We do not provide Medical Payments Coverage for any person:

1. For bodily injury sustained while occupying a motorcycle or any other motorized vehicle having less than four wheels.
2. For bodily injury sustained while occupying **your covered auto** when it is being used to carry persons or property for a fee. This includes when the driver is logged in to a Transportation Network Company's digital network or software application or is providing transportation network services. This exclusion does not apply to a share-the-expense car pool or to use in the course of volunteer work for a tax-exempt organization as provided in A.R.S. § 43-1201 (4).
3. For bodily injury sustained while **occupying** any vehicle located for use as a residence or premises.

4. For bodily injury occurring during the course of employment if workers' or workmen's compensation benefits are required or available for the bodily injury.
 5. For bodily injury sustained while **occupying** or, when struck by, any vehicle (other than **your covered auto**) which is owned by **you** or furnished or available for **your** regular use.
 6. For bodily injury sustained while **occupying** or, when struck by, any vehicle (other than **your covered auto**) which is owned or furnished or available for the regular use of any **family member**. However, this exclusion does not apply to **you**.
 7. For bodily injury sustained while **occupying** a vehicle without a reasonable belief that the person is entitled to do so.
 8. For bodily injury sustained while **occupying** a vehicle when it is being used in the business or occupation of a **covered person**. This exclusion does not apply to bodily injury sustained while **occupying a private passenger type auto**. It also does not apply to bodily injury sustained while **occupying** a pick-up, sedan delivery or panel truck that **you** own.
 9. For bodily injury caused by discharge of a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
 10. For bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 11. To that amount of any expense for medical services which is paid or payable under any (a) automobile or premises medical payments insurance expenses, (b) individual or group **accident**, disability or hospitalization insurance, (c) medical or surgical reimbursement plan.
 12. For bodily injury arising out of the operation of any automobile insured under this policy, which is designed for racing while being tested, repaired or serviced, or to any automobile or motor vehicle while used, operated, manipulated or maintained in any prearranged or organized race or speed test, including "hot rod" or "stock car" racing.
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LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each

person injured in any one **accident**. This is the most **we** will pay regardless of where the claim arises, **accident** occurs, the number of covered persons, claims made, vehicles covered or premiums shown in the Declaration, or vehicles involved in the **accident**.

Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Auto Liability Coverage provided by this policy.

Also, any payment **we** make under this coverage to a covered person shall be excess insurance over benefits paid or payable under the provision of any disability benefits law or any similar law.

No payment will be made under this coverage unless the injured person or his legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any Auto Liability Coverage provided by this policy.

In no event will a covered person be entitled to receive duplicate payments for the same element of loss.

OTHER INSURANCE

If there is other applicable auto medical payments insurance **we** will pay only **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PROOF OF CLAIM: MEDICAL REPORTS

As soon as possible, the **covered person** making claim under this coverage shall give **us** written proof of claim including full details of the injuries and treatment and any other reasonable information **we** may need to determine the amount payable. All covered persons making claims shall submit to reasonable questioning under oath concerning any claim made under this policy.

The **covered person** shall submit to physical examinations by doctors chosen by **us** at the time **we** select and as often as **we** may reasonably require. The **covered person** shall also give **us** an authorization which would allow **us** to obtain medical reports and copies of the records.

PAYMENT OF BENEFITS

We may pay the **covered person**, the person providing medical services or the person responsible for payment of the medical expenses.

– PART C – UNINSURED MOTORISTS COVERAGE

We will pay compensatory **damages** which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** for bodily injury sustained by a **covered person** and caused by an **accident**.

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

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

"Covered person" as used in this Part means:

1. **You** or any **family member**.
2. Any other person occupying or using **your covered** auto with **your** express or implied permission.
3. Any person for damages that person is entitled to recover for bodily injury to which this coverage applies sustained by a person described in 1. or 2. above.

"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. Which is a hit and run vehicle whose operator or owner cannot be identified and which is involved in an **accident** with:
 - a. **you** or any **family member**;

- b. a vehicle which **you** or any **family member** are occupying;
or
 - c. **your covered auto.**
3. To which a bodily injury liability bond or policy applies at the time of the **accident**, but the bonding or insuring company is or becomes insolvent.

However, “**uninsured motor vehicle**” does not include any vehicle or **equipment**:

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

“**Hit and run vehicle**” means a vehicle which causes bodily injury to a **covered person** arising out of an **accident** with the **covered person** or with a vehicle which the **covered person** is occupying at the time of the **accident** provided:

- (a) there cannot be ascertained the identities of the operator and owner of such **hit and run vehicle**;
and
- (b) there cannot be ascertained the identities of the operator and owner of such hit and run vehicle;
and **covered person** was occupying at the time of the **accident**.

If the **hit and run vehicle** did not make physical contact with the **covered person** or the vehicle which the **covered person** was occupying at the time of the **accident**, then the **covered person** must provide corroboration that the **hit and run vehicle** caused the **accident** before coverage under this section will be provided. Such corroboration shall consist of additional and confirming testimony, facts or evidence that strengthens and adds weight or credibility to the **covered person’s** representation of the **accident**.

Any **covered person** making a claim for benefits under this section shall agree to submit to physical examinations by a doctor chosen by **us** at the places and times that **we** select and as often as **we** select and as often as **we** may reasonably require. Such **covered person** shall also give **us** authorizations which would allow **us** to obtain all medical reports and

copies of all medical records that may be reasonably related to any injuries caused by the **accident**.

EXCLUSIONS

- A. **We** do not provide Uninsured Motorists Coverage for bodily injury sustained by any person:
1. If that person or the legal representative settles the bodily injury claim without **our** consent.
 2. While occupying **your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool or to use in the course of volunteer work for a tax-exempt organization as provided under Arizona law.
 3. Who fails to submit written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the Company within three years after the earliest of either: 1) the date that the person knew that the party alleged to have caused harm to the person was uninsured; or, 2) the date that the person knew or should have known that the insurance company who insured the party alleged to have caused harm to the person either denied coverage to that party or became insolvent.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' or workmen's compensation, disability benefits or similar law.
- C. This policy does not provide for the payment of punitive or exemplary damages, regardless of any other provision of this policy.
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LIMIT OF LIABILITY

The limit of liability shown in the Declarations for "**each person**" for Uninsured Motorists Coverage is **our** maximum limit of liability for all damages for bodily injury sustained by any one person in any one auto **accident**. Subject to this limit for "**each person**", the limit of liability shown in the Declarations for "**each accident**" for Uninsured Motorists Coverage is **our** maximum limit of liability for all damages for bodily injury resulting from any one auto **accident**. This is the most **we** will pay regardless of the number of policies or coverages **we** have issued to **you** for **your**

covered autos that might apply to the **accident**, and if there is more than one policy or coverage that might apply, **you** must select the policy or coverage that **you** want applied to the **accident**.

Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of the bodily injury by or on behalf of persons or organizations who may be legally responsible. The amount of damages payable under this insurance will be reduced by any amount paid or payable under any workers' compensation law, disability benefits law or any similar law, except that any such reduction cannot be used to prevent payment of full compensation for damages sustained. This includes all sums paid under the Liability Coverage of this policy.

Any payment under this coverage to or for a **covered person** will reduce any amount that person is entitled to recover under the Liability Coverage of this policy except that any such reduction cannot be used to prevent payment of full compensation for the damages sustained.

Uninsured motorist coverage does not apply nor is it applicable to any **accident** or loss where the covered person has underinsured motorist coverage which applies to such **accident** or loss.

PAYMENT OF LOSS BY US

Payment by **us** is payable to the insured person or (a) if the insured person is a minor, to his parent or guardian, or (b) if the insured person is deceased, to the surviving spouse, otherwise (c) to a person authorized by law to receive such payment.

OTHER INSURANCE

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

1. Any recovery for damages for "**bodily injury**" sustained by an "**insured**" may equal but not exceed the higher of the applicable limit for any one vehicle under this insurance or any other insurance issued to "**you**" by "**us**".

2. Any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible insurance.
 3. **We** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.
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ARBITRATION

If **we** and any person making claim under this coverage do not agree:

1. That both the vehicle(s) and the driver(s) with which any person making claim has had an **accident**, were covered by liability insurance at the time of the **accident**, or
2. that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of **bodily injury** to the **covered person**, or
3. as to the amount payable under this coverage, then these matters shall be submitted to arbitration. After those making claim have complied with the applicable conditions of this policy, each party shall, upon written demand of either, select an arbitrator. The two chosen arbitrators shall select a third arbitrator. If they are unable to agree upon the third arbitrator within 60 days, upon request of the **covered person** or **us**, a judge or court of record in the country and state in which such arbitration is pending shall select the third arbitrator. The arbitrators shall then hear and determine the question or questions in dispute, and the decision in writing of any two arbitrators shall be binding upon the **covered person** and **us**, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration. Unless the parties otherwise agree, the arbitration shall be conducted in the county and state in which the **covered person** resides and in accordance with the usual rules governing procedure and admission of the evidence in courts of law. However, the arbitrators may not enter an award in excess of the applicable policy limits, and if such award is entered in excess of the applicable policy limits it is not valid or binding on either the **covered person** or **us**.

ACTION AGAINST US

An insured person must have complied fully with all the terms of this policy before any action can be taken against **us**.

An insured person has no cause of action against **us** unless that person has given **us** written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the Company within three years after the earliest of either: 1) the date that the person knew that the party alleged to have caused harm to the person was uninsured; or, 2) the date that the person knew or should have known that the insurance company who insured the party alleged to have caused harm to the person either denied coverage to that party or became insolvent.

PROOF OF CLAIM: MEDICAL REPORTS

As soon as possible, the **covered person** making claim under this coverage shall give **us** written proof of claim including full details of the injuries and treatment and any other reasonable information **we** may need to determine the amount payable. All **covered persons** making claims shall submit to reasonable questioning under oath concerning any claim made under this policy.

Any **covered person** making a claim for benefits under this section shall agree to submit to physical examination by a doctor chosen by **us** at the places and times that **we** select and as often as **we** may reasonably require. Such **covered person** shall also give **us** authorizations which would allow **us** to obtain all medical reports and copies of all medical records that may be reasonably related to any injuries caused by the **accident**.

OUR RECOVERY RIGHTS

In the event of any payment under this policy, **we** are entitled to all the rights of recovery of the person to whom payment was made against another.

– PART D –
UNDERINSURED MOTORISTS COVERAGE

We will pay compensatory damages which a **covered person** is legally entitled to recover from the owner or operator of an underinsured motor vehicle for **bodily injury** sustained by a **covered person**; and caused by an **accident**.

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

We will pay under this coverage only after the limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements.

"Covered person" used in this part means:

1. **You** or any **family member**.
2. Any other person occupying or using **your covered auto** with **your** express or implied permission.
3. Any person, for damages that person is entitled to recover for bodily injury to which this coverage applies that is 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 its limit for bodily injury liability is not enough to pay the full amount the **covered person** is legally entitled to recover as damages.

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

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

EXCLUSIONS

- A. **We** do not provide Underinsured Motorists Coverage for bodily injury sustained by any person:
1. While occupying **your covered auto** when it is being used to carry persons or property for a fee. This exclusion does not apply to a share-the-expense car pool or to use in the course of volunteer work for a tax-exempt organization as provided under Arizona law.
 2. Failing to submit written notice of an intent to pursue a claim for Underinsured Motorist Coverage against the company or submitting written notice of an intent to pursue a claim for Underinsured Motorist Coverage against the company more than three years from the date upon which the person knows or should know that the alleged party to have caused harm to the person does not have sufficient liability insurance.
 3. Occupying the owned automobile who is covered by any other policy of insurance containing similar coverages, except that this exclusion cannot be used to prevent payment of full compensation for the damages sustained.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. worker's compensation law; or
 2. disability benefits law.
- C. This policy does not provide for the payment of **punitive or exemplary damages**, regardless of any other provision of this policy.
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LIMIT OF LIABILITY

The limit of liability shown in the Declarations for "**each person**" for Underinsured Motorists Coverage is the company's maximum limit of liability for all damages for bodily injury sustained by any one person in any one auto **accident**. Subject to this limit for "each person", the limit of liability shown in the Declaration for "**each accident**" for Underinsured Motorists Coverage is the company's maximum limit of liability for all damages for bodily injury resulting

from any one automobile **accident**. This is the most **we** will pay regardless of the number of:

1. **Covered persons**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
or
4. Vehicles involved in the **accident**.

The amount of damages payable under this insurance includes coverage for a person if the sum of the limits of liability under all bodily injury or death liability bonds and liability insurance policies applicable at the time of the **accident** is less than the total damages for bodily injury or death resulting from the **accident**. To the extent that the total damages exceed the total applicable liability limits, the underinsured motorist coverage is applicable to the difference. However, the amount of damages payable under this insurance will be reduced by any amount paid under the liability insurance of this policy.

Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Part A of this policy, except that any such reduction cannot be used to prevent payment of full compensation for the damages sustained.

OTHER INSURANCE

If there is other applicable similar insurance **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible insurance.

ARBITRATION

If **we** and a **covered person** do not agree:

1. Whether that person is legally entitled to recover damages under this part; or
2. As to the amount of damages;
3. either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:
4. Pay the expenses it incurs; and

5. Bear the expenses of the third arbitrator equally.

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

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

An insured person must have complied fully with all the terms of this policy before any action can be taken against **us**.

An insured person has no cause of action unless within three years from the date the covered person knows or should know that the alleged party to have caused harm to the person does not have sufficient liability insurance;

1. Agreement as to the amount due under this Part has been concluded, or
 2. The insured person has complied with the arbitration proceedings.
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PROOF OF CLAIM: MEDICAL REPORTS

As soon as possible, the **covered person** making claim under this coverage shall give **us** written proof of claim including full details of the injuries and treatment and any other reasonable information **we** may need to determine the amount payable. All **covered persons** making claims shall submit to reasonable questioning under oath concerning any claim made under this policy.

Any **covered person** making a claim for benefits under this section shall agree to submit physical examinations by a doctor chosen by **us** at the places

and times that **we** select and as often as **we** may reasonably require. Such **covered person** shall also give **us** authorizations which would allow **us** to obtain all medical reports and copies of all medical records that may be reasonably related to any injuries caused by the **accident**.

– PART E –
COVERAGE FOR DAMAGE TO YOUR AUTO

We will pay for loss to **your covered auto**, including its **equipment**, caused by an **accident**. However, **our** payment will be reduced by the applicable deductible shown in the Declarations and by depreciation of the damaged or stolen items. **We** will only pay for loss caused by **collision** or **comprehensive** if those coverages are specified in the Declarations, and a separate premium has been paid for those coverages.

“Collision” means the upset or **collision** of **your covered auto** with another object.

“Comprehensive” means loss caused by other than **collision** and includes loss caused by missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, vandalism, riot or civil commotion, contact with a bird or animal, or breakage of glass.

“Equipment” means parts and items permanently attached to **your covered auto** by the manufacturer.

RENTAL REIMBURSEMENT COVERAGE

1. If a covered **comprehensive** or **collision** loss, in excess of the applicable deductible, occurs to **your covered auto** insured under this policy, the company will pay for rental expense (limited by the maximum daily rate and maximum covered days) incurred for the rental of an automobile from a public automobile rental agency. The maximum daily rate and the maximum covered days are each limited as specified in the policy declaration. Reimbursement will be for the period beginning 12:01 A.M. on the day following:

Losses Other Than Theft of Your Entire Covered auto

- a. The day **your covered auto** is delivered to a garage for repairs after repairs have been authorized by the owner of the vehicle and estimated by the Company, and terminating on 12:01 A.M. on the day following completion of repairs or
- b. The day the loss is reported to the Company, if the Company determines that **your covered auto** is a total loss and terminating on 12:01 A.M. on the day following an offer made by the Company for the actual cash value of the vehicle, less any applicable deductible.

Theft of Your Entire Covered auto

The day the theft is reported to the Company and the police and terminating on 12:01 A.M. on the day following the Company's settlement offers for the theft or, if **your covered auto** is recovered before settlement, terminating on 12:01 A.M. on the day following completion of repair.

2. Theft of **your** entire **covered auto** and any subsequent damage following the theft and before repairs are completed, shall be considered a single loss. This benefit is not payable for any period that **your covered auto** is in the possession of any insured and is drivable.
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TRANSPORTATION EXPENSES

In addition, **we** will pay up to \$15 per day, to a maximum of \$450 for transportation expenses incurred by **you**. This applies only in the event of the total theft of **your covered auto**. **We** will pay only transportation expenses incurred during the period:

1. Beginning 48 hours after the theft has been reported to **us** and to the police, and
 2. Ending when whereabouts of **your covered auto** becomes known to the **covered person** or company or **we** pay for its loss.
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EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** which occurs while it is used to carry persons or property, for a fee. This exclusion does not apply to a share-the-expense car pool or to use in the course of volunteer work for a tax-exempt organization as provided in A.R.S. § 43-1201 (4).
2. Damage due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure or road damage to tires.
3. Loss due to radioactive contamination, discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
4. Loss to sound reproduction or car stereo **equipment**, other than that installed by the manufacturer, unless **you** specifically declare such **equipment to us** prior to the **collision** or **comprehensive** loss and **you** have paid an additional premium to cover such **equipment**.
5. Loss to CD's, iPods or other devices for use with **equipment** designed for the reproduction of sound.
6. Loss to a camper body or **trailer** not shown in the Declarations.
7. Loss to any vehicle while used as a temporary substitute for a vehicle **you** own which is out of normal use because of its breakdown repair, servicing, loss or destruction.
8. Loss to TV antennas, awnings, cabanas or **equipment** designed to create additional living facilities.
9. Loss to any sound receiving or sound receiving and transmitting **equipment** designed for use as a citizen's band radio, two-way mobile radio, telephone or scanning monitor receiver, or their accessories or antennas.
10. Loss to any custom furnishings or **equipment** in or upon any pick-up, panel truck or van, custom furnishings or **equipment** including but not limited to special carpeting and insulation, furniture, bars or television receivers, facilities for cooking and sleeping, height-extending roofs, or custom murals, paintings or other decals or graphics.
11. Loss to **your covered auto** while being operated in any prearranged or organized racing or speed contest or in practice or preparation for any such contest.
12. Any loss to **your covered auto** arising out of or during its use in the commission of a felony or any other criminal act.
13. Also, any loss due to the transportation of any explosive substance, flammable liquid or similarly

hazardous materials, except transportation incidental to **your** ordinary household or farm activities.

14. Loss with respect to a vehicle, ownership of which is acquired by the **covered person** during the policy period, where the **covered person** has not notified **us** in writing within fifteen (15) days of such acquisition and of the election to add coverage under this part of the policy to the declarations for such vehicle. This applies when one of the vehicles listed on the declarations has **collision** or **comprehensive** coverage.
15. Loss with respect to a vehicle, ownership of which is acquired by the **covered person** during the policy period, where the **covered person** has not notified **us** in writing within four (4) days of such acquisition and of the election to add coverage under this part of the policy to the declarations for such vehicle. This applies when none of the vehicles listed on the declarations have **collision** or **comprehensive** coverage.
16. Loss to **your covered auto** or any property in **your covered auto** not otherwise excluded, unless there is evidence that forcible entry was required to gain access to **your covered auto**.
17. Loss of **equipment** which is not available from the manufacturer of the vehicle named in the policy for that make, model, and model year.
18. Loss to a non-owned vehicle arising out of its use by the **covered person** in the automobile business.
19. Loss due to war or civil insurrection.
20. Any **collision** or **comprehensive** loss to **your covered auto** intentionally caused by or at the direction of **you** or any **family member**, unless the loss is caused by an insured as part of an act of domestic violence by that insured against another insured under the same policy, and the insured victim cooperates in any investigation relating to the loss and did not cooperate in or contribute to the creation of the property loss.
21. Loss to **your covered auto** while the driver is logged in to a Transportation Network Company's digital network or software application or is providing transportation network services.
22. Loss to **your covered auto**:
 - (A) Due to the destruction or confiscation by governmental or civil authorities.
 - (B) Due to diminution of value, meaning the actual or perceived loss in market or resale value which results from a direct and accidental loss to **your covered auto** and any optional **equipment we** insure.

(C) Due to acquisition of a stolen vehicle.

LIMIT OF LIABILITY

Our limit of liability for payment to **you** shall not:

1. Exceed the actual cash value of **your** vehicle at the time of **collision** or loss or the cost to repair or replace **your** vehicle
 2. Be increased if **your** vehicle is altered after its purchase resulting in an increase in value unless **you** notify **us** of such alterations in writing and an additional charge is paid.
 3. Be increased for special **equipment** unless such special **equipment** has been specifically declared to **us** and an additional charge is paid.
 4. Exceed four days of storage charges incurred prior to the date **you** report a loss or **accident** to **us**.
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PAYMENT OF LOSS

1. **We** may pay for any loss or damage in cash or **we** may repair or replace a damaged or stolen vehicle. If **we** repair a damaged or stolen vehicle, **we** reserve the right to use parts of like kind and quality or aftermarket parts.
 2. **You** may not require **us** to pay for any loss or damage until 30 days after **you** have complied with all the terms of this policy.
 3. If the vehicle is stolen and then recovered before the loss or damage is paid or replaced, **we** may return **your** vehicle to **you** at our expense with payment for any damage.
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NO BENEFIT TO BAILEE

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

OTHER INSURANCE

If other insurance also covers the loss **we** will pay only **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

APPRAISAL

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

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

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

LOSS PAYABLE CLAUSE

It is agreed that **our** payments for **collision** or **comprehensive** loss under this part shall be made to **you** and any loss payee shown in the Declarations. This insurance covering the interest of the loss payee shall apply, except if validated by **your** fraudulent acts or omissions. **We** have the right, however, to cancel this policy as provided in the policy and the cancellation shall terminate this agreement with respect to the interest of the loss payee.

When **we** cancel, **we** will give the same advance notice of cancellation to the loss payee as **we** provide to the policyholder shown in the Declarations, and when **we** pay the loss payee, **we** are entitled, to the extent of the payment, to the loss payee's rights of recovery.

If **we** become obligated to reimburse a lienholder under this coverage due to **your** failure to meet the policy requirements or through **your** failing to make **your** premium payments, **we** have the right to recover any money **we** pay from **you**.

SAFETY EQUIPMENT ENDORSEMENT

At the option of the named insured and in consideration of payment of additional premium

applicable to an automobile described in the Declarations, **we** will repair or replace all damaged Safety Equipment without regard to any deductible. The damage to Safety Equipment, however, must arise only out of a **comprehensive** loss covered by this policy.

“Safety Equipment” as used in this endorsement means the glass used in the windshield, doors and windows and the glass, plastic or other material used in the lights of a motor vehicle.

All other terms and conditions of the policy remain unchanged.

– PART F – TOWING COVERAGE

We will pay towing costs incurred each time **your covered auto** is disabled if towing coverage is listed on the declarations page the date that the vehicle became disabled. The amount shown on the Declarations page is the most **we** will pay and **we** will pay no more than 3 towing invoices in a 6-month period. This coverage applies only to **your covered auto** for which a premium charge is shown in the Declarations for Towing Coverage.

– PART G – GENERAL PROVISIONS

1. **POLICY PERIOD AND TERRITORY**

This policy applies only to **accidents** and losses which occur during the policy period as shown in the Declarations, and within the policy territory, which consists of the United States and the Dominion of Canada and shall be interpreted in accordance with the Laws of the State of Arizona.

The policy territory is the United States of America, its territories or possessions, or Canada. This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

2. **CHANGES**

a. Premium Changes

The premium for this policy is based on information **we** have received from **you** or other sources. **You agree:**

- 1) that is any of this information material to the development of the policy premium is correct, incomplete or changed, **we** may adjust the premium accordingly during the policy period.
- 2) To cooperate with **us** in determining if this information is correct and complete, and to advise **us** of changes in this information.

Any adjustment of **your** premium will be made using the rules in effect at the time of the change.

Premium adjustment may be made as the result of a change in:

- 1) Autos insured by the policy, including changes in use.
- 2) Drivers, driver's age or driver's marital status.
- 3) Coverages or coverage limits.
- 4) Rating territory.
- 5) Eligibility for discounts or other premium credits.

b. Coverage Changes

We may revise **your** policy coverages to provide more protection without additional premium charge. If **we** do this and **you** have the coverage which is changed, **your** policy will automatically provide the additional coverage as of the date the revision is effective in **your** state. Otherwise, this policy contains all of the coverage agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us**.

3. **LEGAL ACTION AGAINST US**

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverage, no legal action may be brought against **us** until **we** agree in writing that the **covered person** has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial, which is affirmed on appeal if the appeal is made. No person or organization has any right under this policy to bring **us** into any action to determine the liability of a **covered person**.

4. **LIMITED POWER OF ATTORNEY**

You hereby convey to the Company a limited power of attorney for the purpose of executing documents served within legal proceedings brought in relation to **you**. The Company has the

power to answer and execute any and all discovery documents and pleadings, including interrogatories, requests to admit, requests to produce, answers to complaints at law, and like instruments and legal papers served in the legal proceeding. Further, the Company may designate as subagent for the purpose of executing the aforementioned power, any attorneys retained by the Company to defend any legal proceedings brought in relation to **you**. The power may be exercised by the company and/or subagent without advance notice or approval by **you**. This provision does not impose a duty upon the Company or the subagents to exercise the power, but when exercised, the Company and the subagents will have the duty to use due care and act in accordance with the governing rules of law. This power of attorney remains in effect only during the course of legal proceeding at issue.

5. **TRANSFER OF YOUR INTEREST IN THIS POLICY**

Your interest, rights and duties under this policy may not be assigned without **our** written consent. If a policyholder named in the Declarations dies, the policy will cover:

- (a) The surviving spouse, if a resident in the same household at the time of death, as if a named insured shown in the Declarations;
- (b) The legal representative of the deceased person as if a named insured shown in the Declarations.

6. **OUR RIGHT TO RECOVER PAYMENT**

- A. After **we** have made payment under the Liability, Uninsured Motorist, **Comprehensive** and **Collision** insurance of this policy, **we** have the right to recover the payment from anyone who may be held responsible. **You** or any **covered person** must sign any papers and do whatever else is necessary to transfer this right to **us**. **You** and any **covered person** will do nothing to affect **our** rights.
- B. If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for **us** the proceeds of the recovery and shall reimburse **us** to the extent of **our** payment, however this provision does not apply to Part B, Medical Payments Coverage.

7. **TERMINATION**

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

1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to **us**; or
 - b. giving **us** advance written notice of the date cancellation is to take effect.
2. **We** may cancel by mailing by certified mail or United States Post Office Certificate of Mailing to the named insured in the Declarations at the address shown in the policy at least ten (10) days' notice of cancellation for other than non-payment of premium.
3. **We** will send a notice of cancellation for non-payment of premium by First Class Mail upon expiration of the required seven-day grace period after the premium due date for the payment of premium due, other than the first payment. During the required seven-day grace period, the policy shall continue in full force and effect. The effective date of the cancellation for nonpayment of premium after expiration of the grace period is the date that the notice is mailed to the named insured in the Declarations at the address shown on the policy.
4. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** will cancel or refuse to renewal **your** policy only:
 - a. For non-payment of premium;
 - b. If the policy was obtained through fraudulent misrepresentation; or
 - c. If **you**, a **family member**, or any other person who customarily operates **your covered auto**, regularly and frequently uses the vehicle for commercial purposes.
 - d. If **we** are placed in rehabilitation or receivership by the insurance supervisory official in **our** state of domicile or by a court of competent jurisdiction or if the Director of Insurance has suspended **our** certificate of authority for financial reasons.
 - e. If the Director of Insurance determines that **our** continuation of **your** policy would place **us** in violation of Arizona law or would jeopardize **our** financial condition.
5. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** will cancel **your** policy if **you**, any **family member**, resident of household, or any other person who regularly and frequently operates

your covered auto is described in paragraph (a) below, and **we** will refuse to renew **your** policy if such person is described in paragraph (a) below, unless **you** agree in writing to exclude as insured the person by name when operating a motor vehicle and **you** also agree to exclude coverage to **you** for any negligence which may be imputed by law to **you** arising out of the maintenance, operation or use of a motor vehicle by the excluded person. The written agreement that excludes coverage under **your** policy for the person will be effective for each renewal of **your** policy and will remain in effect until **we** agree in writing to provide coverage for the person who was previously excluded.

(a) **We** will cancel or refuse to renew if the person:

- (1) Has had his or her driver 's license suspended or revoked during the policy period.
- (2) Becomes permanently disabled, either physically or mentally, and such individual does not produce a certificate from a physician or registered nurse practitioner attesting to such person's ability to operate a motor vehicle.
- (3) Is or has been convicted during the thirty-six months immediately preceding the effective date of the policy or during the policy period of:
 - i. Criminal negligence, resulting in death, homicide or assault, arising out of the operation of a motor vehicle.
 - ii. Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs.
 - iii. Leaving the scene of an **accident**.
 - iv. Making false statements in an application for a driver 's license
 - v. Reckless driving.
- (4) **We** shall not cancel or refuse to renew a motor vehicle insurance policy solely because of the location of residence, age, race, color, religion, sex, national origin or ancestry of anyone who is an insured, except that **we** may refuse to renew a motor vehicle insurance policy if a named insured establishes

a primary residence in a state other than Arizona.

- (5) Listed as named insured, any person who resides in the same household as the named insured and who customarily operates a motor vehicle insured under the policy or any other person who regularly and frequently operates a motor vehicle insured under the policy uses a motor vehicle rated or insured under the policy to provide transportation network services unless, while the driver is logged in to the transportation network company's digital network or software application to be a driver or is providing transportation network services, the named insured either:
 - i. Has procured an endorsement to the private passenger policy that expressly provides such coverage.
 - ii. Is covered by a motor vehicle liability insurance policy issued by another insurer expressly providing such coverage.
6. If **you** dispute any cancellation or nonrenewal of **your** policy, **you** may file a written objection to such action with the Director of the Department of Insurance within ten (10) days after **you** receive the notice **we** send to **you** regarding such action.

Nonrenewal. If **we** decide not to renew or continue this policy for the reasons enumerated under the cancellation provision, **we** will mail notice by certified mail or United States Post Office Certificate of Mailing to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 45 days before the end of the policy period. If the policy period is other than one year, **we** will have the right not to renew or continue it only at each anniversary of its original effective date unless the nonrenewal is for the reason stated in 5(b) above, in which case **we** will mail the notice of nonrenewal at least forty-five (45) days before the date of nonrenewal.

Automatic Termination. If **you** notify **us** in writing that **you** do not wish to renew or continue, any insurance provided by this policy will automatically terminate at the end of the current policy period.

Other Termination Provisions

If this policy is cancelled, **you** may be entitled to a premium refund. If so, such premium refund will accompany with the notice. The premium refund, if any, will be computed on a pro-rata basis. The effective date of cancellation or nonrenewal stated in the notice shall become the end of the policy period.

8. **TWO OR MORE AUTOS INSURED**

If this policy and any other auto insurance policy issued to **you** by **us** applies 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.

9. **BANKRUPTCY**

Bankruptcy or insolvency of the covered person shall not relieve **us** of any obligations under this policy.

10. **DECLARATIONS**

By acceptance of this policy **you** agree:

- a. that the statements in the Declarations are **your** representations; and
- b. that this policy is issued in reliance upon the truth of those representations; and
- c. that this policy embodies all agreements existing between **you** and **us** or any of **our** agents relating to this policy.

In Witness Whereof, this company has caused this policy to be signed and countersigned by duly authorized representatives of the company.



Secretary



President