



Equity Insurance Company
Administered by: Bluefire Insurance Services
NAIC Code: 28746
License #: 1800015946 **Phone:** (866) 424-9511
PO Box 143249
Irving, TX 75014-3249

Arizona Personal Auto Policy

Equity Insurance Company

Bluefire Insurance Services Inc.
PO Box 143249
Irving, TX 75014-3249
Phone: (866) 424-9511
Fax: (866) 424-9510
Claims: (800) 877-0226

IMPORTANT

Please let the company know an accident, however minor, immediately after a loss. If the accident involves serious injuries or fatalities, please provide the date of inquest if one is to be held. Delay in sending notice may jeopardize your claim rights.

PLEASE READ YOUR POLICY

NOTICE - This has been issued based upon reliance of statements on the application. **Read it Carefully** and notify the Company (through your agent) of any wrong information or changes that may occur immediately.

THESE POLICY PROVISIONS WITH THE APPLICATION, DECLARATIONS PAGE, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY.



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YOUR ARIZONA PERSONAL AUTO POLICY - QUICK GUIDE

APPLICATION

DECLARATIONS PAGE

- NAME OF INSURANCE COMPANY
- YOUR NAME AND ADDRESS
- YOUR AUTO OR TRAILER
- POLICY PERIOD
- COVERAGE AND AMOUNTS OF INSURANCE

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AGREEMENT

In consideration of the payment of premium and fees in the amount required, **we** agree to insure **you** subject to the terms and conditions of the policy selected by **you**. The coverages, limits, and deductibles **you** have selected are shown in the **declarations**, which form a part of this policy. The selected coverages in this policy apply only to losses which occur when the 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.

This policy was issued in reliance of the statements in the application and **declarations**. The policy is subject to all of the terms of this policy. **We** agree with **you** as follows:

REPRESENTATIONS AND WARRANTIES

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

1. that the statements contained in the application, a copy of which is attached to and forms a part of this policy, and the statements in the **declarations** are **your** representations. **You** warrant that they are true and correct; and
2. that this policy is issued in reliance upon the truth of those representations and warranties; and
3. that this policy includes all agreements existing between **you** and **us** or any agents acting on behalf of **us**.

DEFINITIONS

Words and phrases are defined below. They are bold faced or capitalized when used.

Throughout this policy, "**you**" and "**your**" refer to:

1. The named insured shown in the **declarations**; and
2. The spouse of the named insured if residing in the same household and listed in the **declarations**, or if not residing in the same household as the named insured, during a period of separation in contemplation of divorce.

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

For purposes of this policy, any **private passenger auto** shall be deemed to be owned by that person if leased:

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

"**Declarations**" means:

the declaration page and/or endorsement page **we** provide
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which lists the following:

1. Coverages **you** have obtained with the designated limit and/or deductible amount for each.
2. Vehicles **you** have opted to insure and are covered under this policy.
3. Drivers **you** have opted to insure and are covered under this policy.
4. Drivers **you** have listed as excluded and are NOT covered under this policy.
5. Other information regarding **your** policy.

"**Private passenger auto**" means:

A four (4) wheeled car, van, truck, or SUV designed for use primarily on public roads and highways. This does not include vehicles with dual rear axles or single axles with more than two wheels.

However, **private passenger auto** does not include any of the following:

1. Motorcycles;
2. All-terrain vehicles (ATV);
3. Recreational off-highway vehicle;
4. Utility task vehicle (UTV);
5. Golf cart; or
6. Any motorized vehicle that has less than four (4) wheels.

"**Your covered auto**" means:

1. Any **private passenger auto** shown in the **declarations**.
2. Any **private passenger auto** **you** acquire during policy period, for which no other insurance policy provides coverage. **You** must ask **us**, in writing, to insure it within fourteen (14) days after **you** become the owner. **You** must pay an additional premium if requested by **us**.
3. Any **private passenger auto** **you** acquire during the policy period in order to replace a vehicle shown in the **declarations**, for which no other insurance policy provides coverage. **You** must ask **us** in writing to insure it within fourteen (14) days after **you** become the owner. **You** must pay an additional premium if requested by **us**. If the vehicle **you** acquire replaces a vehicle already shown in the **declarations**, it will have the same coverage as the vehicle it replaced. If the vehicle **you** replaced did not have coverage under **Part E**, **you** may add this or any other available coverage for the replacement vehicle. However, if **you** add any additional coverage and pay a premium, including that under **Part E**, it will not become effective until after **you** ask **us** in writing to add the coverage. If the vehicle **you** acquire is in addition to the covered vehicles shown in the **declarations**, it will have the broadest coverage provided for any vehicle shown in the **declarations**.
4. Any **trailer** **you** own while attached to any **private**



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passenger auto listed in the **declarations** or any **substitute auto**.

5. Any **private passenger auto** you are driving as a **substitute auto**. However, a **substitute auto** does not apply as **your covered auto** under **Part C, D** and **E**.

"Non-owned auto" means:

Any **private passenger auto** not owned by, furnished, or available for the regular use of **you** or any **family member**, while in the custody of and being **operated** by any listed driver shown in the **declarations**. When operating a **non-owned auto**, it must be done so with the permission of the owner and within the course and scope of such permission. However, a **non-owned auto** does not include any vehicle used as a **substitute auto** for a vehicle shown in the **declarations**.

"Substitute Auto" means:

Any **private passenger auto** being **operated** by or in the possession of any listed driver shown in the **declarations** for temporary use while **your covered auto** is withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction. A **substitute auto** does not include a vehicle owned by **you**, a **family member**, any person residing with **you**, or a vehicle made available to **you** for **your** regular use. When operating a **substitute auto** it must be done so with the permission of the owner and within the course and scope of such permission. Temporary as outlined in this section is defined as 60 days or less.

"Trailer" means:

A platform or frame with wheels that is pulled behind a vehicle and is used to transport something.

"Accident" means:

A sudden, unexpected, and unintended collision of one or more vehicle(s) which results in **bodily injury** and/or **property damage**. An **accident** does not include a collision which was either intended or could have reasonably been expected by the driver of **your covered auto**, **non-owned auto**, or **substitute auto**.

"Bodily injury" means:

Physical injury to the body of a person. It includes sickness, disease, death, or emotional injury of that person resulting from the physical injury. **Bodily injury** does not mean a person's emotional injury or mental anguish which resulted from witnessing an injury to another person or which otherwise resulted from injury to another person except if shown to be associated with a covered **private passenger auto accident**. **Bodily injury** does not include the transmission or spread of any **communicable disease** unless the transmission or spread arises from an injury sustained in an auto accident except if shown to be associated with a covered **private passenger auto accident**.

"Property damage" means:

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Damage or destruction of tangible property including loss of use.

"Family member" means:

A person related to **you** by blood, marriage, or adoption who is a resident of **your** household. This includes a ward or foster child. This also includes **your** spouse even when not a resident of **your** household during a period of separation in contemplation of divorce.

"Occupying" means:

In, upon, getting in, on, out, or off.

"Operate" means:

Physically controlling, having controlled, or attempting to control the movement of a vehicle or any action that could set the vehicle in motion.

"Maintenance" means:

Performance of services which are necessary to keep a vehicle in working order or to restore it to working order.

"Derivative Claims" means:

Loss of society, loss of companionship, loss of services, loss of consortium, or emotional loss of a loved one. It includes a person's emotional injury or mental anguish which resulted from witnessing an injury to another person or which otherwise resulted from injury to another person.

"Crime" means:

Any felony or action to flee from, evade or avoid arrest or detection by the police or other law enforcement agency.

"Business Day" means:

A day other than Saturday, Sunday or holidays recognized by this State.

"Exemplary damages" means:

Any damages awarded as a penalty or by way of punishment. **Exemplary damages** are not compensatory damages. **Exemplary damages** are neither economic nor noneconomic damages. **Exemplary damages** include **punitive damages**.

"Digital network" means any online-enabled application, software, website, or system offered or used by a **TNC** that enables a prearranged ride with a **TNC driver**.

"Personal vehicle" means a vehicle that is used by a **TNC** driver and is:

1. owned, leased, or otherwise authorized for use by the driver; and
2. not a taxicab, limousine, or similar for-hire vehicle.

"Prearranged ride" means transportation provided by a **TNC** driver to a **TNC** rider, beginning at the time a driver accepts a ride requested by a rider through a digital network controlled by



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a TNC and ending at the time the last requesting rider departs from the driver's personal vehicle. The term does not include:

1. a shared expense carpool or vanpool arrangement or service; or
2. transportation provided using a taxicab, limousine, or similar for-hire vehicle.

“**Transportation Network Company**” or “**TNC**” means a corporation, partnership, sole proprietorship, or other entity operating in this state that uses a digital network to connect a TNC rider to a TNC driver for a prearranged ride.

“**TNC driver**” means a **covered person** who:

1. receives connections to potential TNC riders and related services from a TNC in exchange for payment of a fee to the company; and

uses a personal vehicle to offer or provide a prearranged ride to a TNC rider on connection with the rider through a digital network controlled by the company in exchange for compensation or payment of a fee.

“**TNC rider**” means an individual who uses a transportation network company's digital network to connect with a transportation network company driver who provides a prearranged ride to the individual in the driver's personal vehicle between points chosen by the individual.

“**Communicable Diseases**” means a contagious disease or illness arising out of or in any manner related to an infectious or biological virus or agent or its toxic products which is transmitted or spread, directly or indirectly, to a person from an infected person, plant, animal or anthropoid, or through the agency of an intermediate animal, host or vector of the inanimate environment or transmitted or spread by instrument or any other method of transmission. Communicable Disease shall include, but not be limited to Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Syndrome (HIV), Human papillomavirus (HPV), Severe Acute Respiratory Syndrome (SARS), West Nile Disease, chicken pox, any type or strain of influenza (including, but not limited to avian flu), legionella, hepatitis, measles, meningitis, mononucleosis, whooping cough, cholera, bubonic plagues, anthrax and COVID-19.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

In return for the payment of premium for this coverage and subject to the exclusions and limit of liability stated, **we** will pay for **bodily injury** or **property damage** for which any **covered person**, as defined in this part, becomes legally responsible due to an **accident**. **We** will settle or defend, as **we** consider appropriate, any claim or lawsuit for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle ends when **our** limit of liability for this coverage has been exhausted; however, **we** will continue to

provide a defense if required by law.

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

1. Any listed driver as shown in the **declarations** for the ownership, **maintenance**, or use of **your covered auto**.
2. Any listed driver as shown in the **declarations** when operating a **non-owned auto** or **substitute auto** while doing so with the permission of the owner.
3. Any person, using **your covered auto** with **your** expressed permission and within the course and scope of that permission.

SUPPLEMENTARY PAYMENTS

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

1. Up to \$250 for the cost of bail bonds required because of an **accident**. This includes related traffic law violations resulting in **bodily injury** or **property damage** covered under this policy.
2. Interest accruing after a judgment until such time as **we** offer to pay such judgment and accrued interest. This is as long as it does not exceed **our** policy limits for such judgment.
3. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at **our** request.
4. Premiums on appeal bonds required in any lawsuit against **you** that **we** defend. The face amount of these bonds may not exceed the limits of liability shown in the **declarations**.
5. Other reasonable expenses incurred at **our** request. This does not include loss of earnings.

EXCLUSIONS

We do not provide Liability Coverage:

1. To any person who intentionally causes or who expects to cause **bodily injury** or **property damage**.
2. To any person for **property damage** to any property owned by or being transported by that person.
3. For **property damage** to any property owned by, rented to, being transported by, used by, or in the care or custody of a **covered person** or any person residing in **your** household.
4. For **bodily injury** to an employee, employer, or co-worker of a **covered person** when injured in an **accident** during the course of employment. This exclusion does not apply to domestic employees who are not covered or required to be covered under any worker's compensation laws.
5. To any vehicle or person while the vehicle is being used to carry persons for a fee or compensation, of any type. This exclusion does not apply to a share-the-expense carpool.



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6. To **your covered auto** while being rented, leased, or offered to others for a fee or compensation.
7. To any vehicle, other than **your covered auto**, which is owned by **you** or is furnished and/or made available to **you** for **your** regular use.
8. To any vehicle, other than **your covered auto**, which is owned by or is furnished and/or made available for the regular use to any person who resides in **your** household.
9. To any person using **your covered auto** without **your** express or implied permission or not within the course and scope of such permission.
10. To any person for **bodily injury** or **property damage** for which that person is an insured under a nuclear energy liability policy, or they would be an insured except 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.
11. For any person's liability arising out of the ownership or operation of a vehicle while it is being tested, repaired, serviced, or used in any organized or unorganized racing event, a speed contest, or an exhibition.
12. For **bodily injury** to **you**, any **family member**, any person as shown in the **declarations**, or any person residing in **your** household. This does not apply except to the extent of the minimum limits of Liability Coverage required by the Arizona Financial Responsibility Law.
13. For the payment of **punitive** or **exemplary damages**, whether arising from or resulting from actual or alleged malicious, intentional, fraudulent, or reckless conduct.
14. To **your covered auto** or any **covered person** if the resulting **property damage** is to another vehicle **you** own or a vehicle owned by any person residing in **your** household.
15. To any person for **bodily injury** or **property damage** caused by war or any consequence of war.
16. For **bodily injury** as a result of a communicable disease.
17. For any **accident, loss, bodily injury, or property damage** that occurs while a **TNC driver** using **your covered auto** is (1) logged in as a driver to a **TNC's digital network**; or (2) is engaged in a **prearranged ride**. This exclusion is effective on and after February 29, 2016 in accordance with A. R. S. 28-4009.

LIMIT OF LIABILITY

The limit of liability shown on the **declarations** is the most **we** will pay regardless of the number of **covered persons**, covered vehicles, claims made, vehicles involved in an **accident**, lawsuits brought, or premium paid subject to the following:

1. The limit for "each person" is the maximum **we** will pay for **bodily injury** sustained by any one person in any one **accident**. This includes all **derivative claims**.
2. Subject to the **bodily injury** limit for "each person", the limit for "each **accident**" is the maximum **we** will pay for **bodily injury** sustained by two or more persons in any one **accident**. This includes all **derivative claims**.
3. The **property damage** liability limit for "each occurrence" is the maximum **we** will pay for all damage to property in one occurrence.

Any amount payable under this coverage to or on behalf of an injured person will be coordinated with benefits or payment(s) made to that person under the medical payments coverage. Additionally, any amount paid under this coverage to or on behalf of an injured person shall offset under the uninsured motorist bodily injury coverage or underinsured motorist bodily injury coverage (if applicable).

FINANCIAL RESPONSIBILITY LAWS

If **we** certify this policy as proof of Financial Responsibility, it will comply with the law to the extent of the coverage required in Arizona. **You** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

OUT OF STATE COVERAGE

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

1. If the state or province has financial responsibility or similar which specifies limits of liability for **bodily injury** or **property damage** higher than the limit shown in the **declarations**, your policy will provide the higher specified limit.
2. If the state or province has compulsory insurance or a similar law requiring a nonresident to maintain insurance whenever the non-resident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
3. No one will be entitled to duplicate payments for the same elements of loss.

OTHER INSURANCE



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If there is other applicable insurance, **we** will pay only **our** fair share. **Our** fair share is the proportion that **our** limit of liability bears to the total of applicable limits. However, any insurance **we** provide with respect to a **non-owned auto** or a **substitute auto** shall be excess over any other insurance. The insurance on such a vehicle and other insurance shall be primary.

However, any insurance **we** provide for a **non-owned auto** or a **substitute auto** will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing motor vehicles. This applies only if a **covered person** is operating the vehicle and is neither the person engaged in such business nor that person's employee or agent.

Any insurance **we** provide for **your covered auto** shall be excess to that of a person engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing motor vehicles, if the **accident** occurs while the vehicle is being operated by that person or that person's employee or agent.

PART B – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

In return for the payment of premium for this coverage and subject to the exclusions and limit of liability stated, **we** will pay reasonable expenses that have been incurred for necessary medical and funeral services because of a **bodily injury** caused by an **accident** and sustained by a **covered person**. **We** will pay only those expenses which are incurred within one year from the date of an **accident**.

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

1. **You**, any **family member**, or any listed driver as shown in the **declarations** while **occupying** a vehicle designed for use primarily on public roads and highways.
2. Any person while **occupying your covered auto** with **your** expressed permission.
3. **You**, a **family member**, or any listed driver as shown in the **declarations** as a pedestrian when struck by a vehicle or **trailer** designed for use primarily on public roads and highways.

As soon as possible, the **covered person** making claim under this coverage shall give **us** written proof of claim. Written proof includes full details of the injuries and treatment and any other reasonable information **we** may need to determine the amount payable. The **covered person** shall submit to reasonable questioning concerning any claim made under this policy. The **covered person** shall also provide an authorization which would allow **us** to obtain medical reports and copies of the records.

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EXCLUSIONS

We do not provide Medical Payments Coverage for any person for **bodily injury**:

1. sustained while **occupying** a motorcycle or all-terrain motorized vehicle having two, three, or four wheels.
2. sustained while **occupying your covered auto** when it is being used to carry persons or property for a fee or compensation of any type. This includes but is not limited to food deliveries, postal deliveries, and newspaper deliveries. The 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. § 43-1204 (4).
3. sustained while **your covered auto** is being rented, leased, or offered to others for a fee or compensation.
4. sustained while **occupying** any vehicle when being used as a residence or premises.
5. occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
6. sustained while **occupying** or when struck by any vehicle (other than **your covered auto**) which is owned by **you** and/or furnished or made available for the regular use of **you**, any person residing in **your** household, or any listed driver as shown on the **declarations**.
7. sustained while **occupying your covered auto** without the permission of the owner or not within the scope of such permission.
8. sustained while **occupying** any vehicle when it is being used in the business or occupation of a **covered person**.
9. caused by the 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. 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 medical expense which is paid or payable to or on behalf of the injured person under the provision of any:
 - a. automobile or premises insurance affording benefits for medical expenses;
 - b. individual, blanket or group accident insurance, disability, or hospitalization insurance;
 - c. medical or surgical reimbursement plans; or
 - d. workers' compensation or disability law or any similar law.
12. arising out of **operating** any automobile insured under this policy which is designed for racing. This includes while the automobile is being tested, repaired or serviced, or while used, operated, manipulated, or



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- maintained in any prearranged or organized race or speed test.
13. sustained in the commission of a **crime**, other than a traffic violation.
 14. sustained by any person who intentionally causes or expects to cause **bodily injury** or **property damage**.
 15. For any **accident, loss, bodily injury, or property damage** that occurs while a **TNC driver** using **your covered auto** is (1) logged in as a driver to a **TNC's digital network**; or (2) is engaged in a **prearranged ride**.

LIMIT OF LIABILITY

The limit of liability shown in the **declarations** for this coverage is **our** maximum limit of liability for any one person injured in any one **accident**. This is the most we will pay regardless of the number of **covered persons**, covered vehicles, claims made, vehicles involved in an **accident**, lawsuits brought, or premium paid. Any amounts payable for expenses under this coverage will be coordinated with benefits or payments made for the same expenses under any Liability Coverage or Uninsured Motorist or Underinsured Motorist Bodily Injury (if applicable).

OTHER INSURANCE

If there is other applicable auto medical payments insurance, **we** will pay only **our** fair share. **Our** fair 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 auto insurance providing payments for medical or funeral expenses. Any other insurance on the motor vehicle involved in the **accident** shall be considered primary.

PAYMENT OF BENEFITS

At **our** discretion, **we** may pay the **covered person**, the person that provides the medical services, or the person responsible for payment of the medical expenses. No payment will be made under this coverage unless the injured person or his legal representative agrees, in writing, that the payment will be applied toward any settlement or judgment that person received under any Liability Coverage or Uninsured Motorist or Underinsured Motorist Bodily Injury Coverage.

TRUST AGREEMENT

When **we** pay medical expenses, the **covered person** or legal representative must agree, in writing, to repay **us** out of any damages recovered from anyone responsible for causing the **bodily injury**. The **covered person** must also agree in writing to hold in trust and preserve for **us** any rights of recovery against anyone.

OUR RIGHT TO RECOVER FROM OTHERS

After **we** have made medical payment coverage payments, **we** have the right to recover the payment from anyone who is held responsible. The **covered person** must sign any papers and do whatever else is necessary to transfer this right to **us**. The **covered person** has no authority to waive **our** right to recovery without first obtaining **our** written permission to do so.

PART C – UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

In return for the payment of premium for this coverage and subject to the exclusions and limit of liability stated, **we** will pay for the damages in which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **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 an **uninsured motor vehicle**.

"Covered Person" as used in this part means:

1. **You** or any **family member**.
2. Any listed driver as shown in the **declarations**.
3. Any other person **occupying your covered auto** with **your** expressed permission.

"Uninsured Motor Vehicle" means a land motor vehicle licensed and designed for use primarily on public roads and highways or a **trailer** licensed and designed for use primarily on public roads and highways while attached to a land motor vehicle:

1. To which no **bodily injury** liability bond or insurance policy applies at the time of the **accident**.
2. To which a **bodily injury** liability bond or insurance policy applies at the time of the **accident**, but the bonding or insuring company legally denies coverage or is or becomes insolvent within one year after the **accident**.
3. Which is caused by a hit-and-run vehicle whose owner or operator cannot be identified. The hit-and-run vehicle must make actual physical contact between the hit-and-run vehicle and;
 - a. **you**, any **family member**, or any listed driver as shown in the **declarations**
 - b. a vehicle which **you**, any **family member**, or any listed driver as shown in the **declarations** are **occupying**, or
 - c. **your covered auto**.
4. To which a **bodily injury** liability bond or insurance policy is in effect at the time of the **accident**, but the sum of the limits of liability coverage under all policies is less than the combined limits of any uninsured motorist coverage available to **you** under this and other policies.



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"Uninsured Motor Vehicle" does not include any vehicle:

1. Owned by any governmental body unless the operator of the vehicle is uninsured. There must be no statute imposing liability for damage because of **bodily injury** on the governmental body for an amount not less than the limit of liability for this coverage.
2. Operated on rails or crawler treads.
3. Designed for use mainly off public roads.
4. In use as a residence or premises.

Any judgment for damages arising out of a lawsuit brought without notice and service of a summons upon **us** as required by law, is not binding on a claim being made by any **covered person**, against **us**. A default judgment rendered against the owner or operator of an **uninsured motor vehicle** shall not be binding nor determinative of any issue arising in a claim being made by any **covered person**. All provisions under **Part F** shall be fully applicable. This shall not be interpreted as excluding any other provisions of this policy that might also be applicable to this coverage.

EXCLUSIONS

1. **We** do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any person:
 - a. If that person or the legal representative settles the **bodily injury** claim without **our** written consent.
 - b. When **your covered auto** is being rented, leased, or offered to others for a fee or compensation.
2. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' compensation, disability benefits, or similar law.
3. **We** do not provide coverage for **punitive** or **exemplary damages**.

NOTICE

You or someone on **your** behalf must report the **accident** within 24 hours to the police. **We** must be notified within three (3) years after any **covered person** has determined that the other motor vehicle is uninsured and/or its identity is unknown and the intent of the **covered person** is to file a claim under the uninsured motorist coverage.

LIMIT OF LIABILITY

Subject to the laws of Arizona, **we** will pay no more than the maximums shown on the **declarations** for coverage under this **Part C**.

1. The most **we** will pay for all damages resulting from **bodily injury** to one person caused by any one **accident** is the uninsured motorist limit provided on

the **declarations** for "each person". This includes all **derivative claims**.

2. Subject to the limit for "each person", the most **we** will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit shown in the **declarations** for "each **accident**". This includes all **derivative claims**.

At **our** sole discretion, **we** may pay any loss or repair or replace **your covered auto** or its damaged parts with parts furnished either by the original equipment manufacturers or non-original equipment manufacturers. If **your covered auto** is a total loss and **you** provide proof of **your** replacement of the total loss vehicle, **we** will reimburse title fees, license fees, and sales tax based on the actual cash value paid for the total loss or the replacement vehicle, whichever is less.

Any amounts payable for damages under this coverage shall be offset by:

1. All sums paid because of the **bodily injury** by or on behalf of any person or organization who may be legally responsible. This includes all sums paid under the Liability coverage of this policy.
2. Duplicate payments for the same element of loss.

Any payment under this coverage to or for a **covered person** will be coordinated with benefits or payments made or offset by any amount that person is entitled to recover under the Liability Coverage, Medical Payment Coverage or Coverage for Damage to Your Auto of this or any other policy.

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.

OTHER INSURANCE

If **your covered auto** or a **covered person** is involved in an **accident**, then the coverage provided under **Part C** is primary after all efforts have been exhausted in determining all available liability coverage. However, if seeking underinsured motorist coverage and there is other applicable similar insurance, **we** will pay only **our** fair share. **Our** fair share is the proportion that **our** limit of liability bears to the total of all applicable limits. Additionally, any insurance **we** provide with respect to a **non-owned auto** shall be excess over any other insurance. The insurance on such a vehicle and other collectable insurance shall be primary.

PROOF OF CLAIM



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You, a relative, or someone on **your** behalf must have reported the **accident** to the police within 24 hours.

As soon as possible, the **covered person** making a claim under this coverage shall give **us** written proof of intent to present a claim under this **Part C**. Written proof includes submission of a sworn statement and proof of loss that provides full details of the **accident**. This shall include the vehicles and people involved, the insurance companies involved for all the parties, the injuries and treatment for which a claim is being made, and any other reasonable information **we** may need to determine if coverage is due and if so the amount payable.

The **covered person** shall submit to reasonable questioning, under oath, and provide records or documents, if requested, concerning any claim made under this policy as often as **we** may require. A parent or guardian may be present during any examination of a minor.

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

TRUST AGREEMENT/SUBROGATION

If **we** pay a **covered person** for a loss under this coverage:

1. **We** are entitled to recover from a **covered person** an amount equal to such payment if there is legal settlement made on behalf of the **covered person** against any person or organization legally responsible for the **bodily injury** and/or **property damage**.
2. A **covered person** must hold in trust for **us** all rights for which a **covered person** has to recover money from any person or organization legally responsible for **bodily injury** and/or **property damage**.
3. A **covered person** must do everything proper to secure **our** rights and do nothing to prejudice these rights.
4. If **we** ask a **covered person** in writing, a **covered person** shall take the necessary or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible person or organization. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs, and attorney's fees incurred in the connection with this recovery.
5. A **covered person** must execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations the **covered person** and **us** as established here.

ACTION AGAINST US

A **covered person** must have complied fully with all the terms of this policy and this **Part C** before any obligation for payment arises. No action may be taken against **us** without and until compliance with all conditions and terms of this policy by the person(s) seeking coverage hereunder.

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 us within three years after the earliest of either:

1. The date that person knew that the party alleged to have caused harm to the person was uninsured; or
2. The date that 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.

PART D – UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

In return for the payment of premium for this coverage and subject to the exclusions and limit of liability stated, **we** will pay for the damages in which a **covered person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **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 an **underinsured motor vehicle**.

"Covered Person" as used in this part means:

1. **You** or any **family member**.
2. Any listed driver as shown in the **declarations**.
3. Any other person **occupying your covered auto** with **your** expressed permission.

"Underinsured Motor Vehicle" means a land motor vehicle licensed and designed for use primarily on public roads and highways or a **trailer** licensed and designed for use primarily on public roads and highways while attached to a land motor vehicle to which a **bodily injury** liability bond or insurance 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.

"Underinsured Motor Vehicle" does not include any vehicle:

1. To which a **bodily injury** liability bond or insurance policy applies at the time of **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 for use mainly off public roads.
4. In use as a residence or premises.



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Any judgment for damages arising out of a lawsuit brought without notice and service of a summons upon **us** as required by law, is not binding on a claim being made by any **covered person**, against **us**. A default judgment rendered against the owner or operator of an **underinsured motor vehicle** shall not be binding nor determinative of any issue arising in a claim being made by any **covered person**. All provisions under **Part F** shall be fully applicable. This shall not be interpreted as excluding any other provisions of this policy that might also be applicable to this coverage.

EXCLUSIONS

1. **We** do not provide Underinsured Motorists Coverage for **bodily injury** sustained by any person:
 - a. If that person or the legal representative settles the **bodily injury** claim without **our** written consent.
 - b. When **your covered auto** is being rented, leased, or offered to others for a fee or compensation.
2. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' compensation, disability benefits, or similar law.
3. **We** do not provide coverage for **punitive** or **exemplary damages**.

NOTICE

You or someone on **your** behalf must report the **accident** within 24 hours to the police. **We** must be notified within three (3) years after any **covered person** has determined that the other motor vehicle is uninsured and/or its identity is unknown and the intent of the **covered person** is to file a claim under the uninsured/underinsured motorist coverage.

LIMIT OF LIABILITY

Subject to the laws of Arizona, **we** will pay no more than the maximums shown on the **declarations** for coverage under this **Part D**.

1. The most **we** will pay for all damages resulting from **bodily injury** to one person caused by any one **accident** is the uninsured motorist limit provided on the **declarations** for "each person". This includes all **derivative claims**.
2. Subject to the limit for "each person", the most **we** will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit shown in the **declarations** for "each **accident**". This includes all **derivative claims**.

At **our** sole discretion, **we** may pay any loss or repair or replace **your covered auto** or its damaged parts with parts furnished either by the original equipment manufacturers or non-original equipment manufacturers. If **your covered auto** is a total loss

and **you** provide proof of **your** replacement of the total loss vehicle, **we** will reimburse title fees, license fees, and sales tax based on the actual cash value paid for the total loss or the replacement vehicle, whichever is less.

Any amounts payable for damages under this coverage shall be offset by:

1. All sums paid because of the **bodily injury** by or on behalf of any person or organization who may be legally responsible. This includes all sums paid under the Liability coverage of this policy.
2. Duplicate payments for the same element of loss.

Any payment under this coverage to or for a **covered person** will be coordinated with benefits or payments made or offset by any amount that person is entitled to recover under the Liability Coverage, Medical Payment Coverage or Coverage for Damage to Your Auto of this or any other policy.

OTHER INSURANCE

If **your covered auto** or a **covered person** is involved in an **accident**, then the coverage provided under **Part D** is primary after all efforts have been exhausted in determining all available liability coverage. However, if seeking underinsured motorist coverage and there is other applicable similar insurance, **we** will pay only **our** fair share. **Our** fair share is the proportion that **our** limit of liability bears to the total of all applicable limits. Additionally, any insurance **we** provide with respect to a **non-owned auto** shall be excess over any other insurance. The insurance on such a vehicle and other collectable insurance shall be primary.

PROOF OF CLAIM

You, a relative, or someone on **your** behalf must have reported the **accident** to the police within 24 hours.

As soon as possible, the **covered person** making a claim under this coverage shall give **us** written proof of intent to present a claim under this **Part D**. Written proof includes submission of a sworn statement and proof of loss that provides full details of the **accident**. This shall include the vehicles and people involved, the insurance companies involved for all the parties, the injuries and treatment for which a claim is being made, and any other reasonable information **we** may need to determine if coverage is due and if so the amount payable.

The **covered person** shall submit to reasonable questioning, under oath, and provide records or documents, if requested, concerning any claim made under this policy as often as **we** may require. A parent or guardian may be present during any examination of a minor.



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

If a **covered person** is seeking coverage for an Underinsured Motorist claim, **we** must have satisfactory proof of loss prior to consideration of any payment which may be rendered. This includes:

1. A copy of the police report and a written or verbal statement from the **covered person**.
2. A copy of the tortfeasor's **declarations** confirming the underlying limits.
3. A letter from the primary insurance carrier(s) confirming the settlement offer(s) being extended.
4. A complete copy of the itemized bills, medical notes, and medical reports as related to the loss.
5. Any records **we** may reasonably request.

TRUST AGREEMENT/SUBROGATION

If **we** pay a **covered person** for a loss under this coverage:

1. **We** are entitled to recover from a **covered person** an amount equal to such payment if there is legal settlement made on behalf of the **covered person** against any person or organization legally responsible for the **bodily injury**.
2. A **covered person** must hold in trust for **us** all rights for which a **covered person** has to recover money from any person or organization legally responsible for **bodily injury**.
3. A **covered person** must do everything proper to secure **our** rights and do nothing to prejudice these rights.
4. If **we** ask a **covered person** in writing, a **covered person** shall take the necessary or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible person or organization. If there is a recovery, then **we** shall be reimbursed out of the recovery for expenses, costs, and attorney's fees incurred in the connection with this recovery.
5. A **covered person** must execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations the **covered person** and **us** as established here.

ACTION AGAINST US

A **covered person** must have complied fully with all the terms of this policy and this **Part D** before any obligation for payment arises. No action may be taken against **us** without and until compliance with all conditions and terms of this policy by the person(s) seeking coverage hereunder.

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 us within three years after the earliest of either:

1. The date that person knew that the party alleged to have caused harm to the person was uninsured; or
2. The date that 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.

PART E - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

In return for the payment of premium for this coverage and subject to the exclusions and limit of liability stated, **we** will pay for direct and accidental **loss** to **your covered auto**, including its original equipment while **operated** by any listed driver as shown in the **declarations**. **Payment will be** less any applicable depreciation and less any applicable deductible shown in the **declarations**, if the **declarations** indicate that coverage is afforded.

"Collision" means **loss** caused by direct contact or upend with another object that occurs to **your covered auto** subject to the exceptions and exclusions stated.

"Comprehensive" means **loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, contact with bird or animal or breakage of glass. If breakage of glass is caused by a **collision** or contact with bird or animal, it will be considered a **loss** caused by **collision**.

"Diminution in Value" means the actual or perceived decrease of market or resale value of an automobile, or part thereof measured after repair of physical **damage**.

"Damage" means physical damage to tangible property and does not include intangible economic loss such as **diminution in value**.

"Loss" means direct and accidental physical damage to the automobile or its parts, but **"loss"** does not include **diminution in value**.

"Safety Equipment" 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.



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TRANSPORTATION EXPENSES

We will reimburse you up to \$20 per day, to a maximum of \$600 for transportation expenses incurred by **you** because of the total theft of **your covered auto**. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft has been reported to **us** and to the police and ending when **your covered auto** is found (limited by the \$600 maximum) or **we** offer to pay for its **loss**. This Transportation Expense will not apply if Rental Reimbursement Coverage is purchased.

EXCLUSIONS

We will not pay for **loss** or **damage**:

1. To any auto under **Part E** while it is being used to carry persons or property for a fee or compensation of any type. This includes but is not limited to food deliveries, postal deliveries, and newspaper deliveries. The 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. § 43-1204 (4).
2. To **your covered auto** while being rented, leased, or offered to others for a fee or compensation.
3. Due and confined to wear-and-tear, freezing, mechanical or electrical breakdown, manufacturer defect, or failure or road damage to tires. This exclusion does not apply to the **damages** resulting from the total theft of **your covered auto**.
4. Due to radioactive contamination.
5. Due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion, revolution, or the consequences of any of these.
6. To any device or instrument designed for the recording, reproduction, receiving, or transmittal of sound, radio waves, microwaves or television signals. This exclusion does not apply if such device or instrument is factory installed in the dash or console opening specified by the manufacturer of the motor vehicle for the installation of such equipment.
7. To tapes, CD, mp3, smart phones, records or other devices for use with equipment designed for the reproduction of sound.
8. To a camper body, a pickup cover, a cap, or a shell whether attached or detached.
9. To TV antennas, awnings, cabanas, or equipment designed to create additional living facilities.
10. To any instrument or device designed as a citizen's band radio, a two-way mobile radio, or a cellular telephone.
11. To furnishings, to custom carpeting, or to any other equipment contained in or forming part of **your covered auto**, **substitute auto**, or **non-owned auto**, used for sleeping, cooking, refrigeration, and/or housekeeping; to custom installed bubble windows, height extending roofs, custom paint such as custom murals, graphics, or other custom-applied designs; or to any other modifications to the original body of the auto.
12. Due to or as a consequence of a seizure of your **covered auto** by federal or state law enforcement officers as evidence in a case against **you** by the federal Controlled Substances Act if **you** are convicted in such case.
13. To custom wheels, tachometers, pressure gauges, or temperature gauges, unless they were factory installed.
14. To modified or custom engines and carburetion systems, to light bars, to racing slicks, to oversized tires, to roll bars, to lift kits, to winches, to utility boxes, or to tool boxes.
15. To vehicle covers or to front-end protectors.
16. To wearing apparel, personal effects, car seats, tools, or anything that is not attached to the vehicle at the time of loss.
17. To any non-dealer or non-factory installed equipment which mechanically or structurally changes **your covered auto** and results in an increase in performance or a change in appearance.
18. To equipment designed or used for the detection or the location of a radar.
19. With respect to a vehicle in which ownership is acquired by **you** or any listed driver shown in the **declarations** during the policy period. This exclusion does not apply if **you** have notified **us** in writing within 30 days of such acquisition that **you** wish to add such vehicle to the policy.
20. Due to the theft and resulting damage (if any) under **Part E** coverage, if evidence exists that forcible entry was not required to gain access to the vehicle, or that evidence exists that keys were left in the auto while it was unattended, or that no evidence exists that ignition wires, steering column, or starting mechanism were altered or defeated to **operate** the automobile without keys.
21. To any auto under **Part E** while being **operated** or used in the commission of a **crime**, other than a traffic violation.
22. Caused by **you**, any driver listed in the **declarations**, any **family member**, or any member of **your** household who intentionally causes or expects to cause **property damage** to any auto under **Part E**.
23. For **diminution in value** for any auto under **Part E**.
24. To **your covered auto** while **operated** by any person that is not a listed driver as shown in the **declarations**.
25. Loss to a **non-owned auto** arising out of its use by a **covered person** in the automobile business.
26. Occurring while the operator of the auto insured under **Part E** has a blood alcohol content above the legal limit for operation of a motor vehicle, or while the operator



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- is under the influence of any illicit or illegal drugs, or any controlled substance which were not legally prescribed for the operators use.
27. To any auto under **Part E** for which **loss** or **damages** occurs while **operated** in any organized racing event, speed contest, or exhibition.
 28. To **your covered auto** due to confiscation by authorities.
 29. To **your covered auto** or a **non-owned auto** while it is being used by any operator who is not listed as a driver on the policy application, **declarations**, and/or added by endorsement who is a **family member**, resident of **your** household or a frequent operator.
 30. For any **accident, loss, bodily injury, or property damage** that occurs while a **TNC driver** using **your covered auto** is (1) logged in as a driver to a **TNC's digital network**; or (2) is engaged in a **prearranged ride**.
 31. To **your covered auto** while **operated** by any person that has no driver's license. This exclusion does not apply if the driver is listed on the **declarations** and surcharge applies for having no driver's license applies.

LIMIT OF LIABILITY

Our limit for liability, a maximum payment of \$50,000, for **loss** will be the lesser of:

1. The actual cash value of the stolen or damaged property;
2. The amount necessary to repair or replace the property with deduction for depreciation. At **our** sole discretion, **we** may pay any **loss** or repair or replace **your covered auto** or its damaged parts, with parts furnished either by the original equipment manufacturers or non-original equipment manufacturers; or
3. The limit stated in the **declarations**.

Additionally, **our** limit of liability for payment to **you** shall not:

1. Exceed four (4) days of storage charges incurred prior to the date **you** report a **loss** or **accident** to **us**.
2. Exceed the towing or wrecker charges to the nearest authorized repair facility.
3. Exceed \$500 for any **loss** to a **trailer**.
4. Exceed two (2) days of storage once **we** have requested to move any auto as listed under **Part E** to a facility of **our** choosing.
5. Exceed \$1,500 for any **loss** to a sound system, its antenna, speakers, and any other apparatus specifically used with the sound system. The sound system must have been installed by the original manufacturer in the **covered auto**.
6. Be increased for additional equipment unless such additional equipment has been specifically declared to **us** and an additional charge is paid.

PROOF OF LOSS

You must file written proof of **loss** within thirty (30) days from the date **we** request it. Failure to do so will result in no coverage under this **Part E**. This includes any affidavits **we** send to **you** to assist **us** with the claim handling.

PAYMENT OF LOSS

At **our** discretion, **we** may pay for **loss** in money or by replacing or repairing the damaged or stolen vehicle with aftermarket parts and/or non-original equipment parts. **We** may, at **our** expense, return any stolen property to **you** or to the address shown in this policy. If **we** return stolen property, **we** will pay for any **damage** to the property resulting from the theft. **We** may take all or part of the property at an agreed or appraised value, but there shall be no abandonment to **us**.

You may not require **us** to pay for any **loss** or **damage** until thirty (30) days after **you** have complied with all the terms and conditions of this policy.

NO BENEFIT TO BAILEE

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

OTHER INSURANCE

If other similar insurance also covers the **loss**, **we** will pay only **our** fair share. **Our** fair 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 insurance. Any other insurance on the motor vehicle involved in the **accident** shall be considered primary.

APPRAISAL

If **we** and **you** fail to agree as to the amount payable, then the dispute shall be decided by appraisal as described. Each will appoint a competent and disinterested appraiser. A consensus of Actual Cash Value/Damages in writing by the two appraisers will be binding and will determine the amount payable subject to the terms of the policy. If a consensus cannot be reached, the two appraisers will appoint a third appraiser to reach an agreement. Each party will pay the expenses of their chosen appraiser. Expenses for the cost of the third appraiser will be shared equally. **We** do not waive any of **our** rights by agreeing to an appraisal.

RENTAL REIMBURSEMENT

No deductible applies to this coverage.

When there is a loss to **your covered auto** described in the



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declarations for which a specific premium charge indicates that Rental Reimbursement Coverage is afforded:

If a covered **collision** or **comprehensive** loss occurs to **your covered auto** as shown in the **declarations** and the amount of the **damages** exceeds the applicable deductible amount, **we** will reimburse **you** for **your** rental expense as rented from a public automobile rental agency. The most **we** will pay is limited by the maximum daily rate and maximum limit specified in the **declarations**. This coverage does not provide reimbursement or payment for charges associated with gas, mileage, additional drivers, or additional insurance.

Coverage begins:

1. For **your covered auto**, which was disabled and deemed not safely drivable after the **loss**, coverage begins the day of the **loss**.
2. For **your covered auto**, which was safely drivable after the **loss**, coverage begins the day the vehicle is delivered to a licensed body shop or mechanic for repairs. The repairs must have been authorized by the owner of the vehicle and the parts should have already been ordered by the licensed body shop or mechanic.
3. For **your covered auto**, which was reported to the police and to **us** as stolen, coverage begins 24 hours after the theft has been reported to **us**.

Coverage ends:

1. The day the vehicle has been repaired or in the reasonable time frame in which the repairs should have been completed.
2. 5 days after **we** extend a settlement offer if **we** deem the vehicle to be a total **loss** or unrecoverable.

Theft of the vehicle, any subsequent **damage** following the theft and any **damage** following the theft of the vehicle before the repairs can be completed, shall be considered a single **loss**.

This benefit is not payable if the vehicle is drivable and in **your** or a **family member's** possession.

SAFETY EQUIPMENT

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.

PART F – DUTIES AFTER AN ACCIDENT OR LOSS

We must be notified within 24 hours or as soon as reasonably possible by **you** or someone on **your** behalf of how, when, and

where the **accident** or loss happened. Notice should also include the name and contact information of all drivers, any injured person, and any witnesses.

We do not provide coverage under this policy after the seven-day grace period provided for in Arizona Statute 20-1632.1, unless **you** have paid the required premium.

A person seeking coverage must:

1. Cooperate with **us** in the investigation, settlement, or defense of any claim or lawsuit. This includes attendance at any hearings, mediations, or trials that **we** request.
2. Promptly send **us** copies of any letters, notices, legal papers, or lawsuits received in connection with the **accident** or loss.
3. Submit at **our** expense and as often as **we** reasonably require, to physical examinations by physicians **we** select.
4. Execute and provide authorization forms which enable **us** to obtain medical reports, employment records, and other pertinent records.
5. Submit a proof of loss or other forms when required by **us**.
6. After **we** receive **your** notice of claim **we** must:
 - a. Within 10 days:
 - i. Acknowledge receipt of **your** claim, unless payment is made within such a period of time. If **our** acknowledgement of the claim is not in writing, **we** will keep a record of the date, method and content of **our** acknowledgment.
 - ii. Begin investigation of the claim and provide necessary claims forms, instructions and reasonable assistance so that **you** may comply with policy conditions and reasonable requirements.
 - iii. Specify the information **you** must provide. **We** may request more information if during the investigation of the claim such additional information is necessary.
 - b. Notify **you** in writing whether the claim will be paid or has been denied or whether more information is needed. **We** will notify **you** within 15 **business days**. If we have reason to believe the loss resulted from arson, we will notify you within 30 days.
 - c. Give **you** the reasons for denying the claim, or reasons **we** require more time to process **your** claim if **we** do not approve payment of **your** claim or require more time for processing **your** claim. But, **we** must either approve or deny



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your claim within 45 days after **our** requesting more time.

- d. Pay within 5 **business days** after **we** notify **you**, if **we** notify **you** that **we** will pay **your** claim or part of **your** claim. If payment of **your** claim or part of **your** claim requires the performance of an act by **you**, **we** must pay within 5 **business days** after the date **you** perform the act.
- e. Notify **you** in writing of any initial offer to compromise or settle a claim against **you** under the liability section of this policy. **We** will give **you** notice within 10 days after the date the offer is made. **We** will notify **you** in writing of any settlement of a claim against **you** under the liability section of this policy. **We** will give **you** notice within 30 days after the date of the settlement.
7. Assist in mitigating damages and cost after a loss.
8. Give **us** consent to move **your** damaged property to a storage free facility at **our** cost. If **you** do not give consent, **we** will only pay the storage costs which will have resulted if **we** had moved the damaged property. If it is decided that the damaged property should be returned to the owner, **we** will do so at **our** cost.
9. Completely and accurately disclose any and all information **we** request. This includes providing electronic data for evaluation of a loss, such as dash cam or rights to ridesharing data.
10. Allow **us** to view and photograph vehicles, property, and the location of the loss.
11. Contact the police immediately following an **accident** or loss if the damages appear to exceed \$500 or if any person is injured.

A person seeking Uninsured Motorist or Underinsured Motorist Coverage must also:

1. Notify the police within three (3) years of the **accident**.
2. Promptly send **us** copies of the legal papers if a lawsuit is filed.
3. Take reasonable steps after loss, at **our** expense, to protect **your covered auto** and its equipment from further loss.

A person seeking **Part E** must also:

1. Take reasonable steps after loss, at **our** expense, to protect **your covered auto** and its equipment from further loss.
2. Notify the police within 24 hours or as soon as reasonably possible if **your covered auto** or its equipment is stolen.
3. Permit **us** to inspect and appraise the damaged property before its repair or disposal.
4. Notify the police and/or fire department within 24 hours upon learning that **your covered auto** has been damaged by fire.

Complying with the above requirements is a prerequisite to coverage under this policy.

PART G - GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

This policy contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**.

Notice to **your** Agent, or knowledge possessed by **your** Agent, or other person shall not change or effect a waiver on any portion of this policy nor stop **us** from exerting any of **our** rights under this policy. This policy can only be changed by an endorsement **we** issue which is signed by **our** authorized representative.

If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this policy form to provide more coverage without additional premium charge, **your** policy will provide the additional coverage as of the day the revision is effective.

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**;

1. By a person not insured under this policy unless **we** agree in writing that the **covered person** has an obligation to pay; or
2. Until the person, not an insured, has obtained a judgment against a person who is insured under the terms of this policy for a cause of action which is covered by this policy.

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

OUR RIGHT TO RECOVER PAYMENT

- A. If **we** make a payment under this policy and the person to or for whom the payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall do whatever is necessary to enable **us** to exercise **our** rights and shall do nothing after loss to



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prejudice them. A release of the insurer of an underinsured motor vehicle does not prejudice 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, **we** may not claim the amount recovered from an insurer of any underinsured motor vehicle.

POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and losses which occur:

1. During the policy period as shown in the **declarations**; and
2. Within the policy territory.

This policy territory is:

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

This policy also applies to a loss or **accident** involving **your covered auto** while being transported between the ports.

This policy is intended for Arizona residents only as it is issued in accordance with Arizona laws and statutes and is rated accordingly. If **you** move to and/or reside in another state, **you** must inform **us** immediately of the change to **your** address.

TERMINATION

A. Cancellation

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

1. The named insured shown in the **declarations** may cancel by:
 - a. returning this policy to **us**; or
 - b. giving **us** advance written notice of the date cancellation is to take effect.
2. **We** may cancel by mailing to **you** at least 10 days' notice via first class mail to the address shown in **declarations** for other than non-payment of premium.
3. **We** will mail to **you** notice of cancellation for non-payment of premium 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 and address shown in the **declarations**.
4. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** will cancel only:
 - a. for nonpayment of premium;

- b. if **you**, any **family member**, any other person who customarily operates **your covered auto**, regularly and frequently uses the vehicle for commercial purposes.
- c. if **we** are placed in rehabilitation or receivership by the insurance supervisory official in **our** state of domicile or by the court of competent jurisdiction or if the Director of Insurance has suspended **our** certificate of authority for financial reasons.
- d. 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; or
- e. if **your** driver's license or motor vehicle information or that of:
 - i. any driver who lives with **you**; or
 - ii. any driver who customarily uses **your covered auto** has been suspended or revoked. However, we will not cancel if you consent to the attachment of an endorsement eliminating coverage when your covered auto is being operated by the driver whose license has been suspended or revoked. This does not apply if the driver has a suspended license with financial responsibility certification filing.
- f. if the policy was obtained through material misrepresentation, fraud, and/or a breach in warranty exists.
- g. if **you** become permanently disabled, either physically or mentally, and such individual does not produce a certificate from a physician or registered nurse practitioner attesting to such a person's ability to operate a motor vehicle.
- h. is or has been convicted during the thirty-six (36) 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.
- i. if **you**, any **family member**, any other person who customarily operates **your covered auto**, regularly and frequently uses the vehicle to provide transportation network services unless, while the driver is logged into the transportation network company's digital



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network or software applicable to be a driver or is providing transportation network services, **you** either:

- i. Procured an endorsement on this policy that expressly provides such coverage; or
- ii. Is covered by a policy issued by another insurer expressly providing such coverage.

B. Non-renewal

If **we** decide not to renew or continue this policy, **we** will mail notice to **you** at the address shown in this policy. Notice will be mailed at least 45 days before the end of the policy period.

We will not refuse to renew because of a **covered person's** age, race, color, religion, sex, national origin, ancestry or based solely on the fact that **you** are an elected official. However, **we** may refuse to renew a motor vehicle insurance policy if a named insured establishes a primary residence in a state other than Arizona.

C. Automatic Termination

If **we** offer to renew or continue and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due means that **you** have not accepted **our** offer. Please note that installment due dates and cancellation dates include a mandatory seven-day grace period as defined in Arizona Statute 20-1632.1, in which the policy shall continue in full force and effect.

D. Other Termination Provisions

1. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. For military personnel, **we** may deliver any notice to a third party designated by **you**.
3. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund due at least 10 days before the effective date of the cancellation. The premium refund, if any, is computed pro rata, subject to the policy minimum premium. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.
5. Any cancellation or restriction of coverage made without **your** consent will be of no effect, except as provided for in this Termination provision under Cancellation, Non-renewal, Automatic Termination or required by the Arizona Department of Insurance.

6. **We** may not cancel this policy based solely on the fact that **you** are an elected official.
7. If **you** dispute any cancellation or non-renewal on **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** sent to **you** regarding such action.

E. Insufficient Funds

Any check or electronic payment submitted as a down payment of the premium required for this policy which has not been honored by the payer's bank upon presentation for payment will render this policy null and void. There will be no coverage whatsoever for the time period or term of this policy for which payment was issued.

Additionally, any check or electronic payment submitted as a required payment during the policy period which has not been honored by the payer's bank upon presentation for payment will be considered as though no payment was ever received. The payment due date will default back to the due date as outlined in the original notice of cancellation. Please note that installment due dates and cancellation dates include a mandatory seven-day grace period as defined in Arizona Statute 20-1632.1, in which the policy shall continue in full force and effect.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights, duties, and coverage afforded under this policy may not be assigned without **our** written consent. However, if a named insured shown in the **declarations** dies, coverage will be provided until the end of the policy period for:

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

TWO OR MORE AUTO POLICIES

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

ELECTRONIC DELIVERY OF INSURANCE DOCUMENTS

We may electronically deliver any and all policy information to **you** with **your** written and/or electronic signature consent. This includes, but is not limited to, the insurance policy, insurance cards, **declarations**, endorsements, billing invoices, and any



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notices. Electronic delivery can be through means of an electronic mail address (e-mail) or posting on an electronic network or site accessible via the internet, mobile app, computer or any other electronic device, together with a separate notice sent by way of electronic mail address (e-mail). **You** may withdraw consent at any time by written notice to **us**.

RENEWALS

Prior to the expiration of each policy period **we** may offer **you** the opportunity to renew this policy. **You** may elect to accept **our** renewal offer by complying with the terms and conditions of the offer and all applicable policy terms and conditions.

As a condition of **our** renewal offer of this policy, **you** must advise **us** of any changes which may affect **your** policy. This includes, but is not limited to:

1. a change to **your** mailing address
2. a change to **your** physical address
3. a change to the garaging address for any of the listed vehicles
4. a change of ownership for any of the listed vehicles
5. a change of use of any of the listed vehicles. This includes increase or decrease in annual mileage and business use.
6. adding or deleting any additional vehicles
7. adding or deleting any regular operators
8. adding or deleting any additional members of **your** household age 15 or older. This includes students away at school and military personnel.
9. adding or deleting any registered owner for **any covered auto**.

FRAUD AND MISREPRESENTATION

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 **us**; and (3) **we** 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 **us** as required either by the application for the policy or otherwise.

CONFORMITY WITH STATE STATUTES

The coverage provided in **Part A**, **Part C**, and **Part D** of this policy pertaining to liability, uninsured motorist, and

underinsured motorist coverage, are intended to be in full conformity with the Arizona law applying to such coverages. If any provision of such coverages conflicts with such law, such provision is changed to comply with such law.

EXCLUDED DRIVERS

The insurance provided by this policy shall not apply with respect to any claim arising from a loss or **accident** which occurred while **your covered auto** described in the policy or any other **private passenger auto** is being operated by the excluded driver(s) as listed in the **declarations**. This does not apply to Uninsured or Underinsured Motorists Coverage.

MEXICO COVERAGE

The coverages for your covered auto provided by this policy are NOT extended to accidents or losses occurring within Mexican territory. Unless you have an 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.

LIMITED POWER OF ATTORNEY

You hereby convey to **us** a limited power of attorney for the purpose of executing documents served within legal proceedings brought in relation to **you**. **We** have 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, **we** may designate a subagent for the purpose of executing the aforementioned power, any attorneys retained by **us** to defend any legal proceedings brought in relation to **you**. The power may be exercised **us** and/or subagent without advance notice or approval by **you**. This provision does not impose a duty upon **us** or the subagents to exercise the power, but when exercised, **we** 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.



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In witness whereof, the company caused this policy to be executed and attested.

A handwritten signature in blue ink, appearing to be "J. A. ...", positioned above a horizontal line.

Secretary

A handwritten signature in black ink, appearing to be "M. ...", positioned above a horizontal line.

President