

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

6 Brett L. Slavicek (No. 019306)
James Fucetola (No. 029332)
7 Justin Henry (No. 027711)
8 **THE SLAVICEK LAW FIRM**
5500 North 24th Street
Phoenix, Arizona 85016
9 Telephone: (602) 285-4435
Fax: (602) 287-9184
10 Email: brett@slaviceklaw.com
james@slaviceklaw.com
11 justin@slaviceklaw.com

12 *Attorneys for Plaintiffs*

13 *[Additional counsel on signature page]*

14 UNITED STATES DISTRICT COURT
15 DISTRICT OF ARIZONA

16 Jennifer Dale, on behalf of herself and all
17 others similarly situated,

18 Plaintiff,

19 v.

20 Travelers Property Casualty Insurance
21 Company,

22 Defendant.

23 Cameron Bode, a single man,

24 Plaintiff,

25 v.

26 Travelers Property Casualty Insurance
27 Company, a Connecticut Corporation,

28 Defendant.

Case No. CV-22-01659-PHX-SPL
CV-22-01847-PHX-SPL

(Consolidated)

**PLAINTIFFS' CONSOLIDATED
COMPLAINT**

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I. INTRODUCTION

1
2 1. Under Arizona law, auto insurers must permit their customers to stack
3 policies or coverages for uninsured and underinsured (“UM/UIM”) motor vehicle accident
4 claims, unless the insurer “expressly and plainly limit(s) stacking in the policy” with
5 “unambiguous language plainly disavowing the possibility of stacking.” *See Franklin v.*
6 *CSAA Gen. Ins. Co.*, 532 P.3d 1145, 1148 ¶ 11 (Ariz. 2023). In addition, auto insurers
7 must inform insureds of their right to select which policy or coverage to apply to the crash.
8 *See* A.R.S. § 20-259.01(H). Auto insurers can do so by one of two easy methods— either
9 (1) including a “statement” in the policy “inform[ing]” the insured of her “right to select
10 one policy or coverage” as “applicable to any one accident,” or (2) sending the insured,
11 within thirty days of being notified of the accident, written notice of her “right to select one
12 policy or coverage.” A.R.S. § 20-259.01(H). Here, the insurer did neither.

13 2. “Stacking” refers to “when an insured obtains coverages for several vehicles
14 and then attempts to claim multiple [UM or] UIM coverages for the same accident.” *Am.*
15 *Family Mut. Ins. Co. v. Sharp*, 277 P.3d 192, 196 ¶ 15 (Ariz. 2012).¹ Because UM/UIM
16 coverage is a personal coverage—despite being associated with a vehicle—it covers the
17 person, not the vehicle. When there are multiple vehicles, multiple UM/UIM coverages can
18 exist, and those coverage limits can be added together to provide “stacked” benefits for a
19 single claim. Each separate coverage limit can be accessed to provide benefits for the same
20 covered loss. *See Franklin*, 532 P.3d at 1151 ¶ 24 (A.R.S. § 20-259.01 “recognizes a
21 separate UIM coverage ‘purchased’ for each vehicle in a multi-vehicle policy.”). When
22

23
24 ¹ *See also Rashid v. State Farm Mut. Auto. Ins. Co.*, 162, Ariz. 270, 272 n.2, 787 P.2d
25 1066, 1068 n.2 (1990) (defining “stacking” as “combin[ing] the coverages of a single
26 policy or multiple policies issued by a single insurer”); *State Farm Mut. Auto. Ins. Co. v.*
27 *Arrington*, 192 Ariz. 255, 258-60, 963 P.2d 334, 337-39 (App. 1998) (stacking occurs
28 when “all available policies are added together to create a larger pool from which the
injured party may draw in order to compensate him for his actual loss where a single
policy is not sufficient to make him whole;” the insureds’ “benefit of the bargain is the
cumulative UIM limit . . . Thus, when their damages are higher than the limits of one
policy, the other policies can be tapped to make up the difference”) (internal quotations
omitted).

1 stacking coverages, the coverage limit is determined by adding together the UM/UIM
2 benefits limits available under each vehicle’s UM/UIM coverage.

3 3. When an insured is injured, insurance companies must find coverage for the
4 insured, identify available coverages and limits, inform the insured accurately about
5 available coverages and benefits, reasonably investigate the claim and applicable law,
6 construe the policy in accordance with known law, treat its insured fairly and reasonably,
7 give the insured’s interests equal consideration, and not conceal or misrepresent pertinent
8 policy provisions, benefits or coverages.

9 4. In handling UM/UIM claims for its customers with multiple covered
10 vehicles, Defendant Travelers Property Casualty Insurance Company (“Travelers”) has
11 breached all of these duties as well as the policies themselves. As a matter of standard
12 policy and practice, Travelers applied a single UM/UIM coverage limit to each Plaintiff
13 claims even though Travelers neither included plain, express, and unambiguous language
14 that prohibited and disavowed the possibility of stacking nor notified the insureds of their
15 right to select one policy or coverage by timely letter or in the policy itself. Travelers,
16 therefore, was responsible for stacking, and for disclosing and providing UM/UIM
17 coverage up to the stacked limits required by Arizona law and the policies but failed to do
18 so. Having failed to utilize either anti-stacking option permitted by Arizona law and having
19 failed to disclose the existence of stacked coverages to its insureds, Travelers breached its
20 contractual and legal duties to its customers and failed to adjust their claims properly.

21 5. Plaintiffs Jennifer Dale and Cameron Bode, each insureds under the
22 Travelers policy, bring this action pursuant to (a) 28 U.S.C. § 2201 & 2202 for a declaratory
23 judgment regarding their rights and the rights of the Class under their respective Travelers
24 auto insurance policies (“the Travelers Policy” or “the Travelers Policies”) and (b) state
25 law based on diversity jurisdiction.

26 **II. PARTIES**

27 6. Plaintiff Jennifer Dale is a resident and citizen of Arizona.

28 7. Plaintiff Cameron Bode is a resident and citizen of Arizona.

1 13. Insurance policy provisions that diverge from the explicit terms of A.R.S. §
2 20-259.01 are void. *See, e.g., Cundiff v. State Farm Mut. Auto. Ins. Co.*, 217 Ariz. 358, 174
3 P.3d 270 (2008); *Am. Family Mut. Ins. Co. v. Sharp*, 229 Ariz. 487, 277 P.3d 192 (2012).
4 The statute has “a remedial purpose and must be construed liberally in favor of coverage.”
5 *Sharp*, 229 Ariz. at 492, 277 P.3d at 197, quoting *Taylor v. Travelers Indem. Co. of*
6 *Am.*, 198 Ariz. 310, 9 P.3d 1049 (2000).

7 14. Subsection (H) of A.R.S. § 20-259.01, as amended in 1997, allows insurers
8 to draft their policies to prohibit stacking of UM/UIM coverages but prescribes a strict
9 method for doing so. Insurers wishing to prohibit stacking must “expressly and plainly
10 limit stacking in the policy” with “unambiguous language plainly disavowing the
11 possibility of stacking.” *Franklin v. CSAA Gen. Ins. Co.*, 532 P.3d 1145, 1148 (Ariz. 2023).
12 In addition, they must either draft the policy to “contain a statement that informs the insured
13 of the insured’s right to select one policy or coverage as required by this subsection,” or
14 absent such policy language, “within thirty days after the insurer receives notice of an
15 accident, . . . notify the insured in writing of the insured’s right to select one policy or
16 coverage.” A.R.S. § 20-259.01(H).

17 15. Subsection (H) is “the sole means by which insurers may limit UIM/UM
18 stacking—whether intra-policy or inter-policy—and allowing insurers to circumvent the
19 statute by defining UIM coverages as a sole coverage in the policy would render subsection
20 (H) meaningless.” *Franklin*, 532 P.3d at 1151 ¶ 24.

21 16. “Subsection (H) is not self-executing; insurers must include policy language
22 incorporating its limitations.” *Hanfelder v. GEICO Indem. Co.*, 244 Ariz. 475, 422 P.3d
23 579 (App. 2018).

24 17. Under Subsection (H), the failure to include plain, express and unambiguous
25 policy language that prohibits and disavows the possibility of stacking—or the failure to
26 give notice of the right to select in the policy itself or by way of a timely post-loss letter—
27 prevents an insurer from limiting stacking. *Franklin*, 532 P.3d at 1153; *Schwallie v. Am.*
28 *Family Mut. Ins. Co.*, No. CV-12-00681-PHX, 2013 WL 4478697 (D. Ariz. Aug. 20, 2013)

1 (denying insurer’s effort to avoid stacking UIM coverages); *see also Heaton, et. al v.*
2 *Metropolitan Group Property and Casualty Ins. Co.*, No. 2:21-CV-00442-SRB (D. Ariz.
3 Oct. 19, 2021) (“[M]ultiple coverages exist when multiple vehicles are insured under a
4 single policy that contains UM/UIM coverage. . . . Having found that Ms. Heaton and Ms.
5 Bell have multiple UM/UIM coverages under the statute by virtue of insuring multiple
6 vehicles, the Court concludes that both Ms. Heaton and Ms. Bell may stack their available
7 coverages because Metropolitan did not adhere to the requirements of A.R.S. § 20-
8 259.01(H) to prevent stacking.”).

9 18. Implied in every insurance contract in Arizona is a covenant of good faith
10 and fair dealing owed to Plaintiff. Under the contractual covenant of good faith and fair
11 dealing, an insurer must deal fairly with an insured, giving in all matters equal
12 consideration to the insured’s interests. *See, e.g., Rawlings v. Apodaca*, 151 Ariz. 149, 156-
13 57, 726 P.2d 565, 572-73 (1986).

14 19. The contractual covenant of good faith and fair dealing also includes an
15 obligation to inform the insureds about the extent of coverage and their rights under the
16 policy and to do so in a way that is not misleading.²

17 **V. TRAVELERS IMPROPERLY REFUSES TO DISCLOSE AND STACK**
18 **PLAINTIFF DALE’S COVERAGE**

19 20. On February 24, 2020, a third-party driver rear-ended Plaintiff Dale while
20 she was driving her vehicle on the highway.

21
22
23 ² *See, e.g., Arizona Administrative Code § 20-6-801(D)(1)* (“No insurer shall fail to
24 fully disclose to first party claimants all pertinent benefits, coverages or other provisions
25 of an insurance policy or insurance contract under which a claim is presented.”); *Nardelli*
26 *v. Metro. Grp. Prop. and Cas. Ins. Co.*, 230 Ariz. 592, 603, 277 P.3d 789, 800 (App. 2012);
27 *Sarchett v. Blue Shield of Cal.*, 233 Cal. Rptr. 76, 84-86, 729 P.2d 267, 275-77 (1987)
28 (“important facet” of duty of equal consideration is “the duty reasonably to inform an
insured of the insured’s rights and obligations under the insurance policy”); *State Farm*
Mut. Auto. Ins. Co. v. Shuman, 175 Ind. App. 186, 370 N.E.2d 941 (1977) (sustaining
punitive damages when insurer attempted to induce estate of insured decedent to settle
claim without disclosing or explaining all benefits and estate representative “lacked the
education and experience to understand the policy terms on her own”).

1 21. The third-party driver negligently failed to slow down with the flow of
2 traffic, and the front of their vehicle collided with the back of Ms. Dale’s vehicle. The
3 collision caused Plaintiff’s vehicle to impact the vehicle in front of her.

4 22. The third-party driver was negligent in causing the accident, and they were
5 the sole cause of the accident.

6 23. The force of the double impact was severe and caused significant injuries to
7 Plaintiff Dale, including injuries to her hip, shoulder, back, and other areas.

8 24. Plaintiff Dale was wearing a seatbelt at the time of the accident.

9 25. Among other things, Plaintiff Dale suffered an exacerbation to herniated
10 discs in four locations (C4-5, C5-6, C6-7, C7-T1), an annular tear at C6-7, and severe pain
11 in her left shoulder, hip, and back. Her injuries necessitated medical treatment.

12 26. Plaintiff Dale is still in constant pain because of the injuries she sustained in
13 the accident. Plaintiff Dale suffers from persistent pain in her left shoulder, hip, and back.

14 27. To date, Plaintiff Dale has incurred over \$100,000 in medical bills because
15 of the injuries she suffered in the accident and related treatment. Plaintiff Dale also
16 experienced substantial wage loss as a result of the injuries she suffered in the accident and
17 related treatment.

18 28. At the time of the accident, the third-party driver was insured under an auto
19 policy with \$15,000 in per-person bodily injury liability coverage. The third-party insurer
20 tendered, and Plaintiff accepted, this policy limit.

21 29. Plaintiff Dale’s damages are significantly greater than \$15,000.

22 30. Given the severity of Plaintiff Dale’s injuries from the accident and the
23 resultant damages, the third-party driver was underinsured as to Plaintiff Dale. *See* A.R.S.
24 § 20-259.01(G).

25 31. To protect her family members (as well as herself and others in her vehicles)
26 from uninsured or underinsured tortfeasors, Plaintiff Jennifer Dale purchased UM/UIM
27 insurance through Travelers. The Travelers Policy listed Plaintiff Dale as a covered driver.
28 At the time of loss, Plaintiff Dale was insured under a Travelers auto insurance policy

1 (Copy of Policy No. 600941742, “the Travelers Policy,” attached as Exhibit 1). The
2 Travelers Policy insured four vehicles: a 2015 Nissan Titan, VIN 1N6AA0EJ2FN506019,
3 a 2017 Toyota Camry, VIN 4T1BF1FK5H1301306, a 2000 Mazda Protégé, VIN
4 JM1BJ2220Y0244663, and a 2014 Mazda Mazda6, VIN JM1GJ1W69E11153728. Each
5 vehicle’s coverage provided Plaintiff Dale with UIM benefits of \$100,000 per person and
6 \$300,000 per occurrence.

7 32. Plaintiff Dale’s damages attributable to the third-party driver’s fault exceed
8 the combined amount of the third-party driver’s bodily injury liability coverage, and the
9 UIM coverage associated with the vehicle involved in the accident (collectively \$115,000).
10 Based on the known harms and losses, Plaintiff Dale’s damages likely exceed the UIM
11 benefits available under the limits of at least one and likely all of the UIM coverages
12 associated with the three other vehicles insured under the Travelers Policy.

13 33. In Dale’s Travelers Policy, Travelers agreed to pay as follows:

14 We will pay compensatory damages which an “insured” is legally entitled to
15 recover from the owner or operator of an “uninsured motor vehicle” because
16 of “bodily injury”: A. Sustained by an “insured”; and B. Caused by an
17 accident.

18 We will pay compensatory damages which an “insured” is legally entitled to
19 recover from the owner or operator of an “underinsured motor vehicle”
20 because of “bodily injury”: A. Sustained by an “insured”; and B. Caused by
21 an accident.

22 34. Plaintiff Dale’s counsel timely notified Travelers of Plaintiff Dale’s claim
23 for UIM benefits in May 2020.

24 35. Travelers responded but did not notify Plaintiff Dale of her right to select one
25 policy or coverage within 30 days after Travelers received notice of the accident.

26 36. On August 19, 2022, Plaintiff Dale, through her counsel, sent Travelers a
27 letter documenting Plaintiff Dale’s UIM claim and damages, requesting identification and
28 tendering of all available coverages under Plaintiff Dale’s underinsured coverages. Exhibit
2. 2.

1 Bode is an “insured” as defined by the terms and conditions of the Uninsured Motorist
2 Coverage and Underinsured Motorist Coverage of the Travelers policy. The Bode Travelers
3 Policy insured two vehicles: a 2013 Nissan Altima VIN 1N4AL3AP4DC277883 and a
4 2009 Mini Cooper VIN WMWMF33569TT69012. Each vehicle’s coverage provided
5 Plaintiff Bode with UIM benefits of \$100,000 per person and \$300,000 per occurrence. A
6 true and correct copy of the Bode Travelers Declarations page is attached hereto as Exhibit 5.
7 A true and correct copy of the Bode Travelers Policy is attached hereto as Exhibit 4.

8 45. Defendant Travelers charged \$105 for the Uninsured Motorist Coverage and
9 \$48 for the Underinsured Motorist Coverage on the 2013 Nissan Altima, *See* Exhibit 5,
10 Declarations Page at 003, which was timely paid by Ms. Obiadi.

11 46. Plaintiff Bode’s damages attributable to the third-party driver’s fault exceed
12 the UM coverage associated with the vehicle involved in the accident (\$100,000). Based
13 on the known harms and losses, Plaintiff Bode’s damages likely exceed the UM benefits
14 available under the limits of at least one and likely all of the UM coverages associated with
15 the three other vehicles insured under the Travelers Policy. In Bode’s Travelers Policy,
16 Travelers agreed to pay as follows:

17 We will pay compensatory damages which an “insured” is legally entitled to
18 recover from the owner or operator of an “uninsured motor vehicle” because
19 of “bodily injury”: A. Sustained by an “insured”; and B. Caused by an
20 accident.

21 We will pay compensatory damages which an “insured” is legally entitled to
22 recover from the owner or operator of an “underinsured motor vehicle”
23 because of “bodily injury”: A. Sustained by an “insured”; and B. Caused by
24 an accident.

25 47. On January 30, 2020, Plaintiff Bode submitted a claim to Defendant Travelers
26 seeking Uninsured Motorist benefits on all vehicles insured on the policy. The deadline to pay
27 the available policy limits was February 18, 2020.

28 48. Thereafter, Defendant Travelers paid the policy limits—\$100,000.00—**on one
of the vehicles** covered under Policy No. 601865946 203 1.

1 55. The Travelers Policy does not comply with A.R.S. § 20-259.01(H) because
2 (a) it does not limit the UM/UIM coverage on each covered vehicle so only one policy or
3 coverage, selected by the insured, shall be applicable to any one accident, and (b) it does
4 not inform the insured of their right to select one UM/UIM coverage, as between multiple
5 vehicles insured under the Policy, in the event of a covered accident. It merely states that
6 the limit of liability for Uninsured and Underinsured Motorist Coverage is “shown in the
7 Declarations for Coverage,” no matter how many vehicles are listed, implying there is only
8 “one UM/UIM coverage” rather than separate coverages purchased for each vehicle on the
9 policy.

10 B. Single Limit

11 If the Declarations shows a single limit of liability
12 for Coverage D1 – Underinsured Motorists Bodily
13 Injury:

14 The limit of liability shown in the Declarations for
15 Coverage D1 – Underinsured Motorists Bodily
16 Injury is our maximum limit of liability for all
17 damages arising out of “bodily injury” resulting
18 from any one auto accident.

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

- 21 1. “Insureds”;
- 22 2. Claims made;
- 23 3. Vehicles or premiums shown in the Declara-
24 tions; or
- 25 4. Vehicles involved in the auto accident.

26 56. And while the Travelers Policy states that insureds may select between
27 multiple policies that apply, it fails to do the same for multiple coverages:

28 **Two Or More Policies Issued To You**

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

 57. The declarations page of the Travelers Policy also does not inform the
insured of their right to select one policy or coverage.

1 58. Nor do the above policy provision contain any plain, express, unambiguous
2 language that disavows the possibility of and prohibits stacking multiple UM/UIM
3 coverages under the policy itself or under any one policy. Arizona courts have consistently
4 rejected attempts by the insurance industry to avoid stacking coverages through resort to
5 the Limit of Liability provisions of the policy; strict compliance with Subsection (H) is
6 required. “We hold that § 20-259.01 mandates that a single policy insuring multiple
7 vehicles provides different UIM coverages for each vehicle. Notwithstanding creative
8 policy drafting intended to evade statutory requirements—including technical definitions
9 of coverages and extensive limitation of liability clauses—insurers seeking to prevent
10 insureds from stacking UIM coverages under a single, multi-vehicle policy must employ
11 subsection (H)’s sole prescribed method for limiting stacking.” *Franklin v. CSAA Gen. Ins.*
12 *Co.*, 532 P.3d 1145, 1146 (Ariz. 2023). “[I]f subsection (B) imposed a cap on total UIM
13 coverage receivable, then subsection (H) would be rendered superfluous because stacked
14 UIM coverages would almost always exceed the policy’s bodily injury or death liability
15 limits.” *Id.* at 1152.

16 59. Travelers also did not, send Plaintiffs or any other insured under the Policy
17 any written notice of Plaintiffs’ right to select one policy or coverage to apply within thirty
18 days of being notified of the accidents at issue here.

19 60. As a general practice, whenever Travelers fails to include compliant policy
20 language or give notice of the right to select, Travelers does not provide stacked benefits
21 unless specifically requested by the insured to do so.

22 61. These were simple options—informing the insureds of their rights in the
23 policy itself or by written notice within 30 days after notice of the accidents—and either
24 approach would have precluded stacking the UM/UIM coverages on class members’
25 vehicles covered under the Travelers Policies.

26 62. Travelers, having failed to avail itself of either option under Arizona law,
27 must stack the UM/UIM coverages for multiple vehicles insured under the Travelers
28 Policies.

1 63. Travelers never disclosed or provided stacked UIM coverages to Plaintiffs.
2 Travelers, therefore, has denied Plaintiffs benefits to which they are entitled under the
3 Travelers Policy and Arizona law.

4 64. As a general practice, Travelers does not disclose or provide stacked
5 UM/UIM coverages to Plaintiffs or class members under the Travelers Policies after a
6 covered accident. Travelers has provided stacked limits to insureds who specifically
7 requested it do so, in effect silencing the squeaky wheels while continuing to underpay
8 Plaintiff and virtually all class members in violation of its contractual and legal duties as a
9 first-party insurer.

10 65. Travelers knew or should have known that its policy interpretation and
11 failures to disclose and pay stacked UM/UIM coverages violated Arizona law.

12 66. Travelers knew of the requirements of A.R.S. § 20-259.01(H), which have
13 been in place since 1997.

14 67. Travelers chose not to comply with those requirements. Travelers proposed
15 a compromise regarding the payment of amounts beyond the single policy limit, but this
16 attempted notice was untimely and ineffective. It served only as an attempt to mislead
17 Plaintiff about her rights, conceal Travelers' knowledge of Arizona law on stacking, and
18 evade Travelers' responsibility to provide stacked coverages.

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

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

26 In no event shall the limit of liability for two or more motor
27 vehicles or two or more policies be added together, combined,
28 or stacked to determine the limit of insurance coverage

³ See policy excerpts attached as Exhibit 6.

1 available as Uninsured Motorist Coverage or Underinsured
2 Motorist Coverage benefits.

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

9 69. Other insurers (*e.g.*, Safeco) notify their insureds in writing of the right to
10 select which policy or coverage will apply, by letter within 30 days after notice of an
11 accident. *See* Exhibit 7.

12 70. Travelers knew or should have known of the efforts by other Arizona auto
13 insurers to comply with A.R.S. § 20-259.01(H).

14 71. Travelers chose not to follow those practices.

15 72. Travelers on limited occasions in Arizona has acknowledged, tendered or
16 paid stacked UM or UIM limits when requested by the insured to do so.

17 73. Travelers failed to pay Plaintiffs and the Class stacked UM/UIM coverages
18 to which they were entitled.

19 74. Travelers failed, as to Plaintiffs and the Class, to investigate, identify,
20 acknowledge and disclose the existence of stacked UM/UIM coverages under the Travelers
21 Policies.

22 75. Travelers and its agents violated Administrative Code § 20-6-801(D)(1) and
23 (D)(2) by failing to investigate, identify, acknowledge, and disclose stacked UM/UIM
24 coverages under the Travelers Policies.

25 76. On information and belief, Travelers received legal advice that its policy
26 language and failure to give proper notice violated Arizona law, but Travelers disregarded
27 the advice it received and willfully failed to investigate and inform itself on Arizona law
28 on stacked UM/UIM coverages, as to Plaintiffs and the Class.

77. On information and belief, Travelers received legal advice regarding its
obligations to provide stacked UM/UIM coverages and was advised that its failures to pay

1 stacked UM/UIM coverages likely violated Arizona law. Travelers disregarded that legal
2 advice.

3 78. On information and belief, Travelers willfully concealed the existence of
4 stacked UM/UIM coverages from Plaintiffs and the Class.

5 79. Travelers has nonetheless failed to search and reopen its closed claim files to
6 identify, adjust and pay stacked UM or UIM benefits it owes under Arizona law. Any
7 insured who received the maximum amount of a single UM/UIM policy limit and who had
8 other vehicles or policies providing UM/UIM coverage would be entitled to notice of the
9 additional coverage available and doubtless entitled to additional benefits.

10 80. Instead, when paying UM or UIM benefits, Travelers has a practice of
11 attempting to evade and discourage any subsequent requests for stacked limits by
12 requesting the insured sign a release of all claims in exchange for the payment. Travelers
13 does so despite knowing the insured is entitled to the payment without signing a release,
14 and that it will issue payment of that benefit even if the insured declines to execute the
15 release.

16 81. Travelers' failures are both unreasonable, intentional, and in conflict with
17 well-established Arizona law.

18 82. Travelers' failures also violate its duty to find coverage, to reasonably
19 investigate the claim, disclose the proper law and facts, and not misrepresent or conceal
20 pertinent policy provisions and benefits available under its policies.

21 83. Travelers' concealment of its statutory obligation and its actual coverage
22 limits, and its unreasonable and unlawful refusal to investigate, identify, acknowledge,
23 disclose and pay stacked UM/UIM coverages, have led to underpaying Plaintiffs' UIM
24 claims, as well as the claims of hundreds or thousands of other UM/UIM claims, and thus
25 to Travelers paying tens or hundreds of millions of dollars less for UM and UIM claims
26 than its insureds are entitled to under the terms of their standardized policies and Arizona
27 law.

28

VIII. CLASS ACTION ALLEGATIONS

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

85. The class consists of the following:

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

86. While the exact number of members cannot be determined, the class consists at least hundreds of Arizona residents. The members of the class are therefore so numerous that joinder of all members is impracticable. The exact number of class members can readily be determined by documents produced by Travelers.

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

- i. Whether the Travelers Policy complies with Subsection (H) of A.R.S. § 20-259.01, allowing Travelers to preclude stacking;
- ii. Whether Travelers failed to send timely notice to its insureds after an accident of their right to select one UM/UIM policy or coverage;
- iii. Whether the Travelers Policy plainly, expressly, and unambiguously disavows the possibility of and prohibits stacking;
- iv. Whether Travelers concealed or failed to investigate, identify, acknowledge and disclose the existence of stacked UM/UIM coverages under the Travelers Policies;
- v. Whether Travelers failed to stack UM/UIM policies or coverages;
- vi. Whether, through the foregoing practice, Travelers breached its contracts with its insureds;

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

23 88. Plaintiffs have the same interests in this matter as all other members of the
24 class, and their claims are typical of those of all members of the class. Plaintiffs' claims
25 are coincident with and not antagonistic to those of other class members they seek to
26 represent. Plaintiffs and all class members have been harmed by Travelers' common course
27 of conduct as outlined herein. The harm to each class member was caused by Travelers'
28 wrongful conduct.

 89. Plaintiffs are committed to pursuing this action and has retained competent
class counsel experienced in insurance litigation and class action litigation. Plaintiffs will
fairly and adequately represent the interests of the class members.

 90. Class certification is appropriate under Federal Rule of Civil Procedure
23(b)(1)(A) because separate actions by individual class members would create a risk of

1 inconsistent or varying adjudications with respect to individual class members that would
2 establish incompatible standards of conduct for the party opposing the class.

3 91. Class certification is appropriate under Federal Rule of Civil Procedure
4 23(b)(2) because Travelers' actions are generally applicable to the class as a whole, and
5 Plaintiff seeks, inter alia, equitable remedies with respect to the class as a whole.

6 92. Class certification is appropriate under Federal Rule of Civil Procedure
7 23(b)(3) because the questions of law or fact common to class members predominate over
8 any questions affecting only individual members, and a class action is superior to other
9 available methods for fairly and efficiently adjudicating the controversy.

10 93. Class certification is appropriate under Federal Rule of Civil Procedure
11 23(c)(4) because resolution of a key fact issue common to the Class—did Travelers'
12 conduct constitute bad faith under Arizona law—will materially advance the litigation.

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

20 95. Plaintiffs will fairly and adequately represent and protect the interests of the
21 Class. Plaintiffs have retained counsel with substantial experience in prosecuting complex
22 litigation and class actions involving the insurance industry. Plaintiffs and their counsel are
23 committed to vigorously prosecuting this action on behalf of other respective Class
24 members and have the financial resources to do so. Neither Plaintiffs nor their counsel have
25 any interests adverse to those of other members of the Class.

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

96. Plaintiffs incorporate by reference all prior allegations in this Complaint as if fully set forth herein.

97. Plaintiffs and the Class have standing to seek this relief because there is an actual controversy between the parties as to the proper interpretation and enforceability of the Travelers Policies under Arizona law, the application of A.R.S. § 20-259.01(H) to this case, Travelers’ obligation to disclose the existence of stacked UM/UIM coverages, and whether Plaintiffs and the Class are entitled to stack UM/UIM coverages for multiple insured vehicles.

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

99. This claim arises out of contract and Plaintiffs and the Class therefore are entitled to attorney’s fees under A.R.S. § 12-341.01.

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

100. Plaintiffs incorporate by reference all prior allegations in this Complaint as if fully set forth herein.

101. Each Class member (including Plaintiffs) is a party to one or more of the standardized Travelers Policies.

102. Travelers further breached those contracts by concealing or failing to identify, acknowledge, disclose, and pay the stacked UM/UIM limits of the Travelers

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

3 103. The Class (including Plaintiffs) has been and continues to be damaged by
4 Travelers’ breaches of contract.

5 104. This claim arises out of contract and Plaintiffs and the Class therefore are
6 entitled to attorney’s fees under A.R.S. § 12-341.01.

7 **THIRD CLAIM FOR RELIEF**
8 **(BAD FAITH AS TO THE CLASS)**

9 105. Plaintiffs incorporate by reference all prior allegations in this Complaint as
10 if fully set forth herein.

11 106. Inherent and implied in the Travelers Policy is a covenant of good faith and
12 fair dealing owed to Plaintiffs. Under the duty of good faith and fair dealing, an insurer
13 must deal fairly with an insured, giving equal consideration in all matters to the insured’s
14 interests. *See, e.g., Rawlings v. Apodaca*, 151 Ariz. 149, 156-57, 726 P.2d 565, 572-73
15 (1986).

16 107. The tort of bad faith arises when an insurer “intentionally denies, fails to
17 process or pay a claim without a reasonable basis.” *Noble v. Nat’l Am. Life Ins. Co.*, 128
18 Ariz. 188, 190, 624 P.2d 866, 868 (Ariz. 1981); *Wood v. Liberty Mut. Fire Ins. Co.*, No.
19 CV-11-2380-PHX-GMS, 2012 WL 2798761, at *2 (D. Ariz., July 09, 2012). “The
20 appropriate inquiry is whether there is sufficient evidence from which reasonable jurors
21 could conclude that in the investigation, evaluation, and processing of the claim, the insurer
22 acted unreasonably and either knew or was conscious of the fact that its conduct was
23 unreasonable.” *Zilisch v. State Farm Mut. Auto. Ins. Co.*, 995 P.2d 276, 280 (Ariz. 2000).
24 Bad faith can be established by showing “(1) the absence of a reasonable basis for denying
25 benefits, and (2) the defendant’s knowledge or reckless disregard of the lack of a reasonable
26 basis for denying the claim.” *Wood*, 2012 WL 2798761, at *2. In addition, under Arizona
27 law, bad faith can be established by showing that the insurer lacked a “founded belief” for
28

1 its actions because of an inadequate investigation. *Rawlings*, 151 Ariz. At 160, 726 P.2d at
2 576.

3 108. The duty of good faith and fair dealing also includes, among other things, an
4 obligation to inform the insureds about the extent of coverage and their rights under the
5 policy and to do so in a way that is not misleading. *See, e.g., Nardelli v. Metro. Grp. Prop.*
6 *And Cas. Ins. Co.*, 230 Ariz. 592, 603, 277 P.3d 789, 800 (App. 2012); *Sarchett v. Blue*
7 *Shield of Cal.*, 233 Cal. Rptr. 76, 729 P.2d 267, 275-77 (1987) (“important facet” of duty
8 of equal consideration is “the duty reasonably to inform an insured of the insured’s rights
9 and obligations under the insurance policy”); *State Farm Mut. Auto. Ins. Co. v. Shuman*,
10 175 Ind. App. 186, 370 N.E.2d 941 (1977) (sustaining punitive damages when insurer
11 attempted to induce estate of insured decedent to settle claim without disclosing or
12 explaining all benefits and estate representative “lacked the education and experience to
13 understand the policy terms on her own”).

14 109. Travelers acted objectively and subjectively unreasonably as to the Class by
15 concealing, or failing to identify, acknowledge, disclose and pay benefits up to the stacked
16 UM/UIM limits of the Travelers Policies, despite Travelers’ failure to comply with A.R.S.
17 § 20-259.01(H).

18 110. Travelers did so, even though it knew or should have known the Travelers
19 Policies failed to comply with A.R.S. § 20-259.01(H). The Class seeks as damages the
20 value of the unpaid UM/UIM stacking benefits under Arizona law.

21 111. Travelers, therefore, acted in bad faith toward Plaintiffs and the Class.

22 112. Travelers’ conduct as to the Class was aggravated, outrageous and
23 consciously disregarded an unjustifiably substantial risk of significant harm to its insureds
24 who are Class members.

25 113. Travelers is, therefore, liable to the Class for punitive damages.

26 114. This claim arises out of contract and the Class therefore is entitled to
27 attorney’s fees may have attorney’s fees under A.R.S § 12-341.01.

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1 **FOURTH CLAIM FOR RELIEF**
2 **(INDIVIDUAL DAMAGES FOR BAD FAITH)**

3 115. Plaintiffs incorporate by reference all prior allegations in this Complaint as
4 if fully set forth herein.

5 116. Travelers acted objectively and subjectively unreasonably as to Plaintiff by
6 concealing, or failing to identify, acknowledge, disclose and pay benefits up to the stacked
7 UM/UIM limits of the Travelers Policies, despite Travelers' failure to comply with A.R.S.
8 § 20-259.01(H).

9 117. Travelers' conduct and failure to provide additional UIM benefits was in bad
10 faith, and Plaintiff was thereby damaged.

11 118. Travelers' conduct was aggravated, outrageous and consciously disregarded
12 an unjustifiably substantial risk of significant harm to Plaintiffs.

13 119. Travelers is, therefore, liable to Plaintiffs for punitive damages.

14 120. This claim arises out of contract and Plaintiffs therefore are entitled to
15 attorney's fees under A.R.S § 12-341.01.

16 **PRAYER FOR RELIEF**

17 THEREFORE, Plaintiffs pray for judgment against Travelers as follows:

18 A. An order appointing Plaintiffs as class representatives and Robert Carey
19 as class counsel and certifying the First and Second Claims for Relief under Rule 23(b)
20 (2), and/or (b)(3), and the Third Claim for Relief under (c)(4).

21 B. A declaratory judgment that Plaintiffs and the Class are entitled to stacked
22 UM/UIM coverages under the Travelers Policies, and a declaration establishing or order
23 mandating that the Class is entitled to disclosure of the existence of stacked coverages.

24 C. Judgment in favor of Plaintiffs and the Class on their Claims for Relief.

25 D. Compensatory damages (class) in an amount to be proven at trial, on the
26 Second and Third Claims for Relief.

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

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

3 G. For costs incurred herein.

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

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

7 J. For any other relief permitted by Law.

8 Plaintiffs demand a jury trial pursuant to Federal Rule of Civil Procedure 38 for all
9 actions so triable.

10 Dated: December 20, 2023

Respectfully submitted by,

11 HAGENS BERMAN SOBOL SHAPIRO LLP

12 By: s/ Robert. B. Carey

13 Robert B. Carey (No. 011186)
14 John M. DeStefano (No. 025440)
15 11 West Jefferson Street, Suite 1000
16 Phoenix, Arizona 85003
17 Telephone: (602) 840-5900
18 Facsimile: (602) 840-3012
19 Email: rob@hbsslaw.com
20 johnd@hbsslaw.com

21 THE SLAVICEK LAW FIRM

22 Brett L. Slavicek (No. 019306)
23 James Fucetola (No. 029332)
24 Justin Henry (No. 027711)
25 5500 North 24th Street
26 Phoenix, Arizona 85016
27 Telephone: (602) 285-4435
28 Fax: (602) 287-9184
Email: brett@slaviceklaw.com
james@slaviceklaw.com
justin@slaviceklaw.com

TOBLER LAW. P.C.

Maren Tobler Hanson (No. 021361)
4824 E Baseline Road, Suite 109
Mesa, Arizona 85206
Telephone: (480) 898-9700
Facsimile: (480) 464-1172
Email: litigation@toblerlaw.com

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GOLDSTEIN WOODS & ALAGHA
Evan Goldstein (No. 011866)
706 E Bell Rd., Ste. 200
Phoenix, AZ 85022
Telephone: (602) 569-8200
Email: egoldstein@gwalawfirm.com

Attorneys for Plaintiffs

EXHIBIT 1



Policy Number 600941742 203 1
Policy Period 07/12/2017 – 07/12/2018
12:01 A.M. STANDARD TIME at your address shown in item 1
of the Automobile Policy Declarations

JAYSON DALE



July 13, 2017

Thank you for choosing Travelers for your auto insurance. We're always available to assist you with claims, questions or additional insurance needs.

The enclosed, personalized policy package was created just for you.

You'll find these item(s) in the following order:

Welcome to Travelers!

QUESTIONS?

Policy questions or changes.....	1-480-345-9737
24 hour claim service	1-800-252-4633
Billing and payment information....	1-800-842-5075
Roadside assistance	1-800-252-4633
Online	MyTravelers.com

Claim Cards - If you're ever in an accident, break the cards below in half and give the right side to the other driver.

Insurance ID Cards - You may need these cards as proof of insurance, so keep them in a safe place in your vehicle such as the glove box.

Declarations, Insurance Policy and Endorsements - Please review these documents to confirm your coverage.

Important Notices - Including information about our privacy policy, billing options, consumer reporting and more.

We hope you never need to file a claim, but if the unexpected happens we'll be there for you. We're committed to getting you back on the road - fast.

On behalf of KRELL FINANCIAL GROUP, we look forward to serving you.

Sincerely,

Michael Klein
President
Personal Insurance

PL-50010 (03-12)



**Call us immediately
to report your claim
1-800-252-4633**

We're here to help
24 hours a day, 365 days a year
Break in half. →
(See other side.)

FOR YOU



**Call us immediately
to report your claim
1-800-252-4633**

We're here to help
24 hours a day, 365 days a year
← Break in half.
(See other side.)

FOR OTHER DRIVER



**Call us immediately
to report your claim
1-800-252-4633**

We're here to help
24 hours a day, 365 days a year
Break in half. →
(See other side.)

FOR YOU



**Call us immediately
to report your claim
1-800-252-4633**

We're here to help
24 hours a day, 365 days a year
← Break in half.
(See other side.)

FOR OTHER DRIVER

FOR OTHER DRIVER

This insurance card has been provided by a Travelers customer. Please call us at 1-800-252-4633 for claim service.

Claim professionals are available to take your notice of loss 24 hours a day, 365 days a year.

600941742 203 1

TRAVELERS CUSTOMER POLICY NUMBER

FOR YOU

If you are in an auto accident:

1. Snap this card in two and provide the right side to the other driver.
2. Get the license plate number of the other driver's vehicle.
3. Call Travelers immediately at 1-800-252-4633.

[Empty box for Other Driver's License Plate Number]

OTHER DRIVER'S LICENSE PLATE NUMBER

600941742 203 1

YOUR POLICY NUMBER

FOR OTHER DRIVER

This insurance card has been provided by a Travelers customer. Please call us at 1-800-252-4633 for claim service.

Claim professionals are available to take your notice of loss 24 hours a day, 365 days a year.

600941742 203 1

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2. Get the license plate number of the other driver's vehicle.
3. Call Travelers immediately at 1-800-252-4633.

[Empty box for Other Driver's License Plate Number]

OTHER DRIVER'S LICENSE PLATE NUMBER

600941742 203 1

YOUR POLICY NUMBER

TRAVELERS  Arizona Automobile Insurance Identification Card

Coverage meets the limits required by law. Arizona law requires evidence of insurance be carried in the vehicle at all times.

Year	Make	Model	Vehicle identification number (VIN)
2015	NISSA	TITAN CREW	1N6AA0EJ2FN506019
Policy number	Effective date	Expiration date	
600941742 203 1	07/12/2017	07/12/2018	
Insured	NAIC		
JAYSON DALE	36161		

Company: TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY

For policy questions and changes KRELL FINANCIAL GROUP 480-345-9737	To report a claim or get roadside assistance 1-800-252-4633 (24 hours x 365 days a year)
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TRAVELERS  Arizona Automobile Insurance Identification Card

Coverage meets the limits required by law. Arizona law requires evidence of insurance be carried in the vehicle at all times.

Year	Make	Model	Vehicle identification number (VIN)
2017	TOYOT	CAMRY LE/S	4T1BF1FK5H1301306
Policy number	Effective date	Expiration date	
600941742 203 1	07/12/2017	07/12/2018	
Insured	NAIC		
JAYSON DALE	36161		

Company: TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY

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Verifying Office Address
TRAVELERS
P.O. BOX 59059
KNOXVILLE, TN 37950-9059
1-480-345-9737

In case of an accident

- Contact the police or call 911 if necessary.
- Call Travelers immediately to report the accident, toll free at **1-800-252-4633**. We're available 24 hours a day, 365 days a year.
- For each driver, passenger or witness involved, get their name and contact information.
- For each vehicle involved, get the license plate number and state.
- Take photos of the scene and damage with your camera or mobile phone if you can do so safely.
- Only discuss the accident with the police or Travelers representatives.

Rev. 03-2012

Verifying Office Address
TRAVELERS
P.O. BOX 59059
KNOXVILLE, TN 37950-9059
1-480-345-9737

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Rev. 03-2012

TRAVELERS  Arizona Automobile Insurance Identification Card

Coverage meets the limits required by law. Arizona law requires evidence of insurance be carried in the vehicle at all times.

Year Make Model	Vehicle identification number (VIN)	
2000 MAZDA PROTEGE DX	JM1BJ2220Y0244663	
Policy number	Effective date	Expiration date
600941742 203 1	07/12/2017	07/12/2018
Insured	NAIC	
JAYSON DALE	36161	

Company: TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY

For policy questions and changes
KRELL FINANCIAL GROUP
480-345-9737

**To report a claim
or get roadside assistance**
1-800-252-4633 (24 hours x 365 days a year)

TRAVELERS  Arizona Automobile Insurance Identification Card

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Year Make Model	Vehicle identification number (VIN)	
2000 MAZDA PROTEGE DX	JM1BJ2220Y0244663	
Policy number	Effective date	Expiration date
600941742 203 1	07/12/2017	07/12/2018
Insured	NAIC	
JAYSON DALE	36161	

Company: TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY

For policy questions and changes
KRELL FINANCIAL GROUP
480-345-9737

**To report a claim
or get roadside assistance**
1-800-252-4633 (24 hours x 365 days a year)

TRAVELERS  Arizona Automobile Insurance Identification Card

Coverage meets the limits required by law. Arizona law requires evidence of insurance be carried in the vehicle at all times.

Year Make Model	Vehicle identification number (VIN)	
2000 TOYOT ECHO	JTDBT1235Y0053852	
Policy number	Effective date	Expiration date
600941742 203 1	07/12/2017	07/12/2018
Insured	NAIC	
JAYSON DALE	36161	

Company: TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY

For policy questions and changes
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480-345-9737

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For policy questions and changes
KRELL FINANCIAL GROUP
480-345-9737

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1-800-252-4633 (24 hours x 365 days a year)

Verifying Office Address
TRAVELERS
P.O. BOX 59059
KNOXVILLE, TN 37950-9059
1-480-345-9737

In case of an accident

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- For each driver, passenger or witness involved, get their name and contact information.
- For each vehicle involved, get the license plate number and state.
- Take photos of the scene and damage with your camera or mobile phone if you can do so safely.
- Only discuss the accident with the police or Travelers representatives.

Rev. 03-2012

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1-480-345-9737

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- Call Travelers immediately to report the accident, toll free at **1-800-252-4633**. We're available 24 hours a day, 365 days a year.
- For each driver, passenger or witness involved, get their name and contact information.
- For each vehicle involved, get the license plate number and state.
- Take photos of the scene and damage with your camera or mobile phone if you can do so safely.
- Only discuss the accident with the police or Travelers representatives.

Rev. 03-2012



Automobile Policy Declarations

1. Named Insured

JAYSON DALE
[REDACTED]

Your Agency's Name and Address

KRELL FINANCIAL GROUP
 3303 E BASELINE RD STE 106
 GILBERT, AZ 85234

Your Auto Policy Number 600941742 203 1
 Your Account Number

For Policy Service 1-480-345-9737
 For Claim Service 1-800-252-4633
 For Roadside Assistance 1-800-252-4633

2. Premium

Your Total Premium for the Policy Period is \$6,974.

The policy period is from July 12, 2017 to July 12, 2018 12:01 A.M. STANDARD TIME at your address shown in Item 1.

3. Your Vehicles

1. 2015 NISSA TITAN CREW
2. 2017 TOYOT CAMRY LE/S
3. 2000 MAZDA PROTEGE DX
4. 2000 TOYOT ECHO

Identification Numbers

1N6AA0EJ2FN506019
 4T1BF1FK5H1301306
 JM1BJ2220Y0244663
 JTDDBT1235Y0053852

4. Coverages, Limits of Liability and Premiums

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

	VEHICLE 1	VEHICLE 2	VEHICLE 3	VEHICLE 4
	15 NISSA TITAN CREW	17 TOYOT CAMRY LE/S	00 MAZDA PROTEGE DX	00 TOYOT ECHO
A. Bodily Injury				
\$100,000 each person				
\$300,000 each accident	\$660	\$572	\$604	\$615
B. Property Damage				
\$100,000 each accident	\$427	\$369	\$307	\$333
C. Medical Payments				
\$2,000 each person	\$100	\$128	\$96	\$100
D. Uninsured Motorists Bodily Injury				
\$100,000 each person				
\$300,000 each accident	\$126	\$126	\$115	\$126
D1. Underinsured Motorists Bodily Injury				
\$100,000 each person				
\$300,000 each accident	\$62	\$62	\$56	\$62



4. Coverages, Limits of Liability and Premiums (continued)

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

	VEHICLE 1	VEHICLE 2	VEHICLE 3	VEHICLE 4
	15 NISSA TITAN CREW	17 TOYOT CAMRY LE/S	00 MAZDA PROTEGE DX	00 TOYOT ECHO
E. Collision				
Actual Cash Value less \$1,000 deductible	\$596			
Actual Cash Value less \$500 deductible		\$683		
F. Comprehensive				
Actual Cash Value less \$1,000 deductible	\$299			
Actual Cash Value less \$500 deductible		\$260		
Glass Deductible See Endorsement E1OCW02 (01-15) \$0 deductible	Incl	Incl		
Extended Transportation Expenses See Endorsement E1MCW00 (03-12) \$30 per day/\$900 maximum	\$23	\$23		
Roadside Assistance Coverage See Endorsement E1RCW01 (06-13) Up to 15 miles per disablement	\$11	\$11	\$11	\$11
Subtotal for your vehicle(s):	\$2,304	\$2,234	\$1,189	\$1,247

Total Premium for this Policy:

\$6,974

This is not a bill. You will be billed separately for this transaction.

5. Information Used to Rate Your Policy

Discounts

Safe Driver Discount

5 Years Accident and Violation Free

Multi-Policy Discount

Multi-Car Discount

Good Payer Discount

EFT Discount

Continuous Insurance Discount

Early Quote Discount

New Car Discount

Good Student Discount

15 NISSA
CAMRYN

17 TOYOT

MADALYNE



Named Insured JAYSON DALE
Policy Period July 12, 2017 to July 12, 2018

Policy Number 600941742 203 1
Issued On Date July 13, 2017

5. Information Used to Rate Your Policy (continued)

Your Total Savings Reflected in Your Total Premium:

\$4,952

Drivers	Date of Birth	Gender	Marital Status	Driver Type
1. JAYSON		Male	Married	Licensed
2. JENNIFER		Female	Married	Licensed
3. CAMRYN		Female	Single	Licensed
4. MADALYNE		Female	Single	Licensed

Vehicles	Use of Vehicle	Mileage	Location of Vehicle
1. 15 NISSA TITAN CREW	Pleasure	Not Verified	SAN TAN VALLEY, AZ
2. 17 TOYOT CAMRY LE/S	Business	Not Verified	SAN TAN VALLEY, AZ
3. 00 MAZDA PROTEGE DX	Commute	6393	SAN TAN VALLEY, AZ
4. 00 TOYOT ECHO	Commute	Not Verified	SAN TAN VALLEY, AZ

If any of the information above is incorrect or has changed, please notify your Travelers representative immediately.

6. Other Information

Your Insurer

TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY
ONE TOWER SQUARE, HARTFORD, CT 06183

Lienholder/Loss Payees Information

15 NISSA TITAN CREW VIN # 1N6AA0EJ2FN506019	ALLY FINANCIAL PO BOX 8143 COCKEYSVILLE, MD 21030-8143 LOAN #
17 TOYOT CAMRY LE/S VIN # 4T1BF1FK5H1301306	BELLCO CU 7600 E ORCHARD RD STE 310N GREENWOOD VILLAGE, CO 80111-2595 LOAN #

Policy Coverage Sections and Endorsements That Form a Part of This Policy:

G01AZ03 (05-17)	General Provisions Section
L01AZ01 (04-16)	Liability Coverage Section
M01AZ01 (04-16)	Medical Payments Coverage Section
U01AZ01 (04-16)	Uninsured Motorists Coverage Section
D01AZ01 (04-16)	Underinsured Motorists Coverage Section
P01CW02 (05-15)	Damage To Your Auto Coverage Section
S01AZ01 (05-15)	Signature Page
E1MCW00 (03-12)	Extended Transportation Expenses
E1OCW02 (01-15)	Glass Deductible
E1RCW01 (06-13)	Roadside Assistance Coverage



6. Other Information (continued)

Issued on 07/13/2017

Countersignature: _____

FOR YOUR INFORMATION

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 6009417422031 and product code QA2 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

Effective: 07/12/2017

T01AZ01 (04-16)

ARIZONA PERSONAL AUTO POLICY**YOUR PERSONAL AUTO POLICY QUICK REFERENCE****DECLARATIONS PAGE**

Your Name and Address
 Your Auto or Trailer
 Policy Period
 Coverages and Amounts of Insurance

	Beginning on Page
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GENERAL DEFINITIONS	GP-1
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GENERAL CONDITIONS	GP-3
Bankruptcy	GP-3
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Our Right To Recover Payment	GP-3
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Two Or More Policies Issued To You	GP-4
Termination	GP-4
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Coverage B – Property Damage	
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Exclusions	L-1
Limit Of Liability	L-2
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MEDICAL PAYMENTS COVERAGE SECTION	
Coverage C – Medical Payments	
Insuring Agreement	MP-1
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UNINSURED MOTORISTS COVERAGE SECTION	
Coverage D – Uninsured Motorists Bodily Injury	
Insuring Agreement	UM-1
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Effective: 07/12/2017

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Limit Of Liability	UM-2
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UNDERINSURED MOTORISTS COVERAGE SECTION

Coverage D1 – Underinsured Motorists Bodily Injury

Insuring Agreement	UIM-1
Exclusions	UIM-1
Limit Of Liability	UIM-2
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Other Insurance	UIM-2
General Provisions	UIM-3

DAMAGE TO YOUR AUTO COVERAGE SECTION

Coverage E – Collision

Coverage F – Comprehensive

Coverage G – Custom Equipment – Increased Limit

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B. Child Safety Seat	PD-2
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SIGNATURE PAGE	S-1
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ARIZONA PERSONAL AUTO POLICY

Travelers Companies
Hartford, Connecticut
(Each a Stock Insurance Company)

GENERAL PROVISIONS SECTION

Unless otherwise stated, the provisions in this General Provisions Section apply to all Coverage Sections and endorsements of this policy.

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. These are shown by premium entries in the Declarations. The Declarations is a part of this policy.

GENERAL DEFINITIONS

Throughout this policy:

A. "You" and "your" refer to:

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

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

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

B. "We", "us" and "our" refer to the member company of Travelers providing this insurance and shown as the insurer in Item 6 of the Declarations.

C. We consider a private passenger auto, sport utility vehicle, pickup or van to be owned by a person if leased:

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

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

1. \$15,000 for each person, subject to \$30,000 for each accident with respect to "bodily injury"; and
2. \$10,000 for each accident with respect to "property damage".

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

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

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

G. "Newly acquired auto":

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

a. A private passenger auto or sport utility vehicle; 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 and equipment; or

(b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described in 3.a. and 3.b. below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for that "newly acquired auto" will begin at the time you request the coverage and you will not have coverage for the elapsed period of time.

3. Coverage for a "newly acquired auto" depends on whether the vehicle is in addition to

or replaces a vehicle shown in the Declarations.

- a. A “newly acquired auto” which is in addition to any vehicle shown in the Declarations will have the broadest coverage we provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for coverage to apply you must ask us to insure it within 30 days after you become the owner.
 - b. If a “newly acquired auto” replaces a vehicle shown in the Declarations, it will have the same coverage as the vehicle it replaced without your having to ask us to insure it. However, you must ask us to insure a replacement vehicle within 30 days if it is a pickup or van used in any “business” other than farming or ranching.
- H. “Occupying” means:
1. In;
 2. Upon; or
 3. Getting in, on, out or off.
- I. “Property damage” means physical injury to, destruction of or loss of use of tangible property.
- J. “Resident relative” 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. Your unmarried dependent children, wards, and foster children while temporarily away from home will be considered residents if they intend to resume residing in your household.

- K. “Trailer” means a vehicle designed to be pulled by a:
1. Private passenger auto or sport utility vehicle; or
 2. Pickup or van.
- It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.
- L. “Your covered auto” means:
1. Any vehicle shown in the Declarations.
 2. A “newly acquired auto”.
 3. Any “trailer” you own.
 4. Any private passenger auto, sport utility vehicle, pickup, van or “trailer” you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.
- This provision (L.4.) does not apply to the Damage To Your Auto Coverage Section.

DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same. We may require such exam under oath:
 - (1) From other persons insured under this policy (including a “resident relative”).
 - (2) Be done separately and outside the presence of any witnesses or persons insured or seeking benefits under this policy.

4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
5. Submit a proof of loss when required by us.

Additional Duties For Uninsured Motorists Coverage

If Coverage D – Uninsured Motorists Bodily Injury is shown in the Declarations, a person seeking coverage must also promptly:

- A. Notify the police if a hit-and-run driver is involved.
- B. Send us copies of the legal papers if a suit is brought.

Additional Duties For Underinsured Motorists Coverage

If Coverage D1 – Underinsured Motorists Bodily Injury is shown in the Declarations, a person seeking coverage must also promptly:

- A. Send us copies of the legal papers if a suit is brought; and
- B. Notify us in writing of a tentative settlement between the “insured” and the insurer of the “underinsured motor vehicle” and allow us 30 days to advance payment to that “insured” in an amount

equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

Additional Duties For Collision And Comprehensive Coverages

If Coverage E – Collision or Coverage F – Comprehensive is shown in the Declarations, a person seeking coverage must also:

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

GENERAL CONDITIONS

Bankruptcy

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

Changes

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles; or
 4. Coverage, deductible or limits.
 If a change resulting from A. or B. above requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general policy revision that includes both broadenings and restrictions in coverage, whether that general policy revision is implemented through introduction of:
 1. A subsequent edition of your policy or any of its Coverage Sections; or
 2. An amendatory endorsement.

Fraud

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

Legal Action Against Us

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

Our Right To Recover Payment

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we are subrogated to that right. That person must do:
 1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.
 However, our rights in this Paragraph (A.) do not apply under the Damage To Your Auto Coverage Section, against any person using "your covered auto" with a reasonable belief that such person is entitled to do so.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person must:
 1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

Policy Period And Territory

- A. This policy applies only to accidents and losses which occur:
 - 1. During the policy period shown in the Declarations; and
 - 2. Within the policy territory.
- B. The policy territory is:
 - 1. The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada.

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

Transfer Of Your Interest In This Policy

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
 - 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 - 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.

Two Or More Policies Issued To You

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

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.

We may accept another form of notice from the named insured. If there is more than one person shown as named insured in the Declarations, any named insured may cancel this

- policy. The cancellation by one named insured will be binding on any other named insured.
- 2. We may cancel by mailing notice of cancellation to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least eight days after the premium due date notice if cancellation is for nonpayment of premium. Cancellation is to take effect as of the date of the mailing of the notice. This policy includes a grace period of at least seven days for the payment of any premium due, during which grace period this policy shall continue in full force subject to the Termination Provisions.
 - b. At least 10 days notice in all other cases. In these cases, notice will be mailed by certified mail, United States post office certificate of mailing or by first class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service.
- 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. The insurance was obtained through fraudulent misrepresentation; or
 - c. You, any driver who resides in the same household as you and customarily operates "your covered auto", or any other person who regularly and frequently operates "your covered auto":
 - (1) Has had their driver's license suspended or revoked during the policy period;
 - (2) Becomes permanently disabled, either physically or mentally, and that driver does not produce a certificate from a doctor or a registered nurse practitioner testifying to that person's ability to operate a motor vehicle;
 - (3) Is or has been convicted during the 36 months immediately preceding the effective date of the policy or during the policy period of:
 - (a) Criminal negligence resulting in death, homicide or assault and arising out of the operation of a motor vehicle;
 - (b) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - (c) Leaving the scene of an accident;
 - (d) Making false statements in an application for a driver license; or

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

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

(a) Have procured an endorsement to this policy that expressly provides such coverage; or

(b) Are covered by a motor vehicle liability insurance policy issued by another insurer expressly providing such coverage;

(5) Uses "your covered auto" regularly and frequently for commercial purposes; or

d. We are placed in rehabilitation or receivership by:

(1) The insurance supervisory official in our state of domicile; or

(2) A court of competent jurisdiction; or

e. The director of insurance:

(1) Has suspended our certificate of authority due to a financially hazardous condition; or

(2) Determines that the continuation of the policy would:

(a) Place us in violation of the laws of this state; or

(b) Jeopardize our solvency.

4. Nonpayment of premium means the failure to pay any premium or premium installment when due.

B. Nonrenewal

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

Notice will be mailed by certified mail, United States post office certificate of mailing or by first class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service except if the

reason we decide not to renew or continue this policy is that the named insured shown in the Declarations fails to pay the premium for this policy or any installment thereof.

C. Offer To Renew

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

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

D. Other Termination Provisions

1. If the law in effect in Arizona at the time this policy is issued or continued:

- a. Requires a longer notice period;
- b. Requires a special form of or procedure for giving notice; or
- c. Modifies any of the stated termination reasons;

we will comply with those requirements.

2. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice. When required by law, notice will be mailed by certified mail or United States Postal Service Certificate of Mailing.

3. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals.

4. The effective date of cancellation stated in the notice will become the end of the policy period.

5. We will not cancel or refuse to renew this policy solely because of the location of residence, age, race, color, religion, sex, national origin or ancestry of anyone who is an insured.

6. Nothing in this "Termination" clause shall waive our rights to void this policy as allowed by law.

LIABILITY COVERAGE SECTION
Coverage A – Bodily Injury
Coverage B – Property Damage

Insuring Agreement

- A. We will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the “insured”.

We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for these coverages has been exhausted by payment of judgments or settlements.

We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

- B. “Insured” as used in this Coverage Section means:
1. You or any “resident relative” for the ownership, maintenance or use of any auto or “trailer”.
 2. Any person using “your covered auto”.
 3. For “your covered auto”, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Coverage Section.
 4. For any auto or “trailer”, other than “your covered auto”, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any “resident relative” for whom coverage is afforded under this Coverage Section. This provision (4.) applies only if the person or organization does not own or hire the auto or “trailer”.

“Insured” does not include:

1. The United States of America or any of its agencies.
2. Any person with respect to “bodily injury” or “property damage” resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the “bodily injury” or “property damage”.

Supplementary Payments

In addition to our limit of liability, we will pay on behalf of an “insured”:

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in “bodily injury” or “property damage” covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for these coverages.
4. Up to \$250 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.

Exclusions

- A. We do not provide Liability Coverage for any “insured”:
1. Who intentionally causes “bodily injury” or “property damage”.
 2. For “property damage” to property owned or being transported by that “insured”.
 3. For “property damage” to property:
 - a. Owned by;
 - b. Rented to;
 - c. In charge of; or
 - d. Transported by;
 that “insured”. This Exclusion (A.3.) does not apply to “property damage” to a residence or private garage.
 4. For “bodily injury” to an employee (other than a domestic employee) of that “insured” during the course of employment. This Exclusion (A.4.) does not apply to “bodily injury” unless workers’ compensation benefits are available for that employee.
 5. For that “insured’s” liability arising out of the ownership or operation of a vehicle while it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (A.5.) applies whether or not there is:
 - a. A passenger “occupying” the vehicle; or

L01AZ01 (04-16)

- b. Property being transported for a fee in or upon the vehicle.

This Exclusion (A.5.) does not apply to a vehicle used for a:

- a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
6. While employed or otherwise engaged in the "business" of:
- a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing;
 - e. Parking; or
 - f. Towing;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
 - b. Any "resident relative"; or
 - c. Any partner, agent or employee of you or any "resident relative".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto or sport utility vehicle;
- b. Pickup or van with a Gross Vehicle Weight Rating of 10,000 lbs. or less; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that such "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "resident relative" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

- a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
10. For "bodily injury" to you or any "resident relative" to the extent that the limits of liability for this coverage exceed the minimum limits.

- B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.

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

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

3. Any vehicle, other than "your covered auto", which is:
 - a. Owned by any "resident relative"; or
 - b. Furnished or available for the regular use of any "resident relative".

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

- a. Owned by a "resident relative"; or
 - b. Furnished or available for the regular use of a "resident relative".
4. Any vehicle while participating or competing in, or practicing or preparing for, any prearranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.

This Exclusion (B.4.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the activities listed above.

5. "Your covered auto" during a period it is rented or leased to others. However, this Exclusion (B.5.) does not apply to the operation of "your covered auto" by you or a "resident relative".

Limit Of Liability

- A. Split Limits

If the Declarations shows separate limits of liability for Coverage A and Coverage B:

The limit of liability shown in the Declarations for each person for Coverage A is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident.

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident

for Coverage A 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 Coverage B is our maximum limit of liability for all "property damage" resulting from any one auto accident.

These limits are the most we will pay regardless of the number of:

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

B. Single Limit

1. If the Declarations shows a single limit of liability for Coverage A and Coverage B combined:

The limit of liability shown is our maximum limit of liability for all damages arising out of "bodily injury" and "property damage" resulting from any one auto accident.

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

- a. "Insureds";
 - b. Claims made;
 - c. Vehicles or premiums shown in the Declarations; or
 - d. Vehicles involved in the auto accident.
2. We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this provision will not change our total limit of liability.

C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:

1. Any other Coverage Section or part of this policy; or
2. Any other personal auto policy issued to you by us or any of our affiliates.

Out Of State Coverage

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

A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, this policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, this policy will provide

at least the required minimum amounts and types of coverage.

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

Financial Responsibility

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

Other Insurance

If there is other valid and collectible liability insurance:

1. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", will 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 or renting;
- b. Repairing;
- c. Servicing;
- d. Delivering;
- e. Testing;
- f. Road testing;
- g. Parking; or
- h. Storing;

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

- a. Is operating the vehicle;
 - b. Is neither the person engaged in such business nor that person's employee or agent; and
 - c. Has not bought supplemental liability type insurance from that vehicle business to cover the use of that vehicle. Any insurance we provide is excess to that supplemental liability type insurance bought by the "insured" from that vehicle business.
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.

MEDICAL PAYMENTS COVERAGE SECTION

Coverage C – Medical Payments

Insuring Agreement

A. We will pay the usual and customary charge for reasonable expenses incurred for necessary medical and funeral services because of “bodily injury”:

1. Caused by an accident; and
2. Sustained by an “insured”.

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

We have the right to review expenses incurred to determine if they are reasonable and necessary, and not in excess of the usual and customary charge for services. We may use any or all of the following sources to decide if any medical expense is usual and customary, reasonable, necessary and caused by an accident. These sources may include:

1. Our review of medical records and test results, or review by persons or services chosen by us;
2. Published or public sources of medical expense information;
3. Computer programs for analysis of medical treatment and expenses; and
4. Exams by physicians we select.

B. “Insured” as used in this Coverage Section means:

1. You or any “resident relative”:
 - a. While “occupying”; or
 - b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while “occupying”:
 - a. “Your covered auto”; or
 - b. A motor vehicle that you do not own while being operated by you or a “resident relative”.

Exclusions

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

1. Sustained while “occupying” any motor vehicle having fewer than four wheels.
2. Sustained while “occupying” “your covered auto” when it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (2.) applies whether or not there is:
 - a. A passenger “occupying” the vehicle; or

b. Property being transported for a fee in or upon the vehicle.

This Exclusion (2.) does not apply to a vehicle used for a:

- a. Share-the-expense car pool;
- b. Charitable purpose; or
- c. Volunteer purpose.

3. Sustained while “occupying” any vehicle located for use as a residence or premises.

4. Occurring during the course of employment if workers’ compensation benefits are required or available for the “bodily injury”.

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

- a. Owned by you; or
- b. Furnished or available for your regular use.

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

- a. Owned by any “resident relative”; or
- b. Furnished or available for the regular use of any “resident relative”.

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

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

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

- a. Private passenger auto or sport utility vehicle;
- b. Pickup or van, other than “your covered auto”, with a Gross Vehicle Weight Rating of 10,000 lbs. or less; or
- c. “Trailer” used with a vehicle described in a. or b. above.

9. Caused by or as a consequence of:

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

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

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

11. Sustained while "occupying" any vehicle while participating or competing in, or practicing or preparing for, any prearranged or organized:
- Racing contest, meet or rally, whether against another vehicle or against time;
 - Demolition contest;
 - Stunting activity; or
 - High performance driving or racing instruction course or school.

This Exclusion (11.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the activities listed above.

12. Sustained while "occupying" "your covered auto" during a period it is rented or leased by you to others. However, this Exclusion (12.) does not apply to you or a "resident relative".

Limit Of Liability

- A. The limit of liability shown in the Declarations for Coverage C is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
- "Insureds";
 - Claims made;
 - Vehicles or premiums shown in the Declarations; or
 - Vehicles involved in the auto accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:
- Any other Coverage Section or part of this policy; or
 - Any other personal auto policy issued to you by us or any of our affiliates.

Other Insurance

If there is other applicable auto medical payments insurance available, any insurance we provide shall be excess over any other applicable auto medical payments insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible auto medical payments insurance.

General Provisions Section

The General Provisions Section of this policy is amended as follows:

The **Our Right To Recover Payment** provision is replaced by the following for Coverage C – Medical Payments:

Our Right To Recover Payment

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

- Shall be entitled to the proceeds of the recovery; and
- May have a lien against such recovery; to the extent of our payment in excess of \$5,000. Notice of the lien shall be given in writing to:
 - A court having jurisdiction;
 - The "insured";
 - Each person, firm and corporation that the "insured" or the "insured's" legal representative alleges are liable for damages arising from the accident; and
 - That person's, firm's and corporation's insurer.

UNINSURED MOTORISTS COVERAGE SECTION

Coverage D – Uninsured Motorists Bodily Injury

Insuring Agreement

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

- A. Sustained by an “insured”; and
- B. 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.

As used in this Coverage Section:

- A. “Insured” means:
 - 1. You or any “resident relative”.
 - 2. Any other person “occupying” “your covered auto”.
 - 3. Any person for damages that person is entitled to recover because of “bodily injury” to which this coverage applies sustained by a person described in 1. or 2. above.
- B. “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:
 - 1. To which no bodily injury liability bond or policy applies at the time of the accident.
 - 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona.
 - 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in “bodily injury” without hitting:
 - a. You or any “resident relative”;
 - b. A vehicle that you or any “resident relative” are “occupying”; or
 - c. “Your covered auto”.

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

- 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

- 1. Owned by or furnished or available for the regular use of you or any “resident relative” unless there is no liability coverage available under the Liability Coverage Section of this policy to respond for damages sustained by an “insured”.
- 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- 3. Operated on rails or crawler treads.
- 4. Designed mainly for use off public roads while not on public roads.
- 5. While located for use as a residence or premises.

Exclusions

- A. We do not provide Uninsured Motorists Coverage for “bodily injury” sustained by any “insured”:
 - 1. If that “insured” or the legal representative settles the “bodily injury” claim and such settlement prejudices our right to recover payment.
 - 2. While “occupying” “your covered auto” when it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (A.2.) applies whether or not there is:
 - a. A passenger “occupying” the vehicle; or
 - b. Property being transported for a fee in or upon the vehicle.
 This Exclusion (A.2.) does not apply to a vehicle used for a:
 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
 - 3. Using a vehicle without a reasonable belief that that “insured” is entitled to do so. This Exclusion (A.3.) does not apply to a “resident relative” using “your covered auto” which is owned by you.
 - 4. While using any vehicle to participate or compete in, or practice or prepare for a pre-arranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;

- b. Demolition contest;
- c. Stunting activity; or
- d. High performance driving or racing instruction course or school.

This exclusion (A.4.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.

- 5. While "occupying" "your covered auto" during a period it is rented or leased by you to others. However, this exclusion (A.5.) does not apply to you or a "resident relative".
- B. This coverage will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability

A. Split Limits

If the Declarations shows separate limits of liability for Coverage D – Uninsured Motorists Bodily Injury:

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

These limits are the most we will pay regardless of the number of:

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

B. Single Limit

If the Declarations shows a single limit of liability for Coverage D – Uninsured Motorists Bodily Injury:

The limit of liability shown in the Declarations for Coverage D – Uninsured Motorists Bodily Injury is our maximum limit of liability for all damages arising out of "bodily injury" resulting from any one auto accident.

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

- 1. "Insureds";

- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:
 - 1. Any other Coverage Section or part of this policy; or
 - 2. Any other personal auto policy issued to you by us or any of our affiliates.
- D. We will not pay for any damages for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.

Arbitration

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

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

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Coverage Section may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

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

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

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

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the amount of damages agreed to by the arbitrators will be binding.

Other Insurance

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

- A. If we, or an affiliate insurer, have issued more than one policy to you that covers an "insured" in any one accident caused by an "uninsured motor vehicle", the maximum limit of our liability under all such policies shall not exceed the highest applicable limit of liability under any one policy.
- B. Any insurance we provide with respect to a vehicle:
 1. You do not own, including any vehicle while used as a temporary substitute for "your covered auto"; or
 2. Owned by you or any "resident relative" and that vehicle is not insured for this coverage under this policy;
 will be excess over any collectible insurance providing such coverage on a primary basis.
- C. If the coverage under this policy is provided:
 1. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

2. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

General Provisions Section

The General Provisions Section of this policy is amended as follows:

- A. The Clause titled **Our Right To Recover Payment** is replaced by the following for Coverage D – Uninsured Motorists Bodily Injury:

Our Right To Recover Payment

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

 1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.
- B. The **Two Or More Policies Issued To You** provision is replaced by the following:

Two Or More Policies Issued To You

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

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UNDERINSURED MOTORISTS COVERAGE SECTION

Coverage D1 – Underinsured Motorists Bodily Injury

Insuring Agreement

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

- A. Sustained by an “insured”; and
- B. Caused by an accident.

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

As used in this Coverage Section:

- A. “Insured” means:
 1. You or any “resident relative”.
 2. Any other person “occupying” “your covered auto”.
 3. Any person for damages that person is entitled to recover because of “bodily injury” to which this coverage applies sustained by a person described in 1. or 2. above.
- B. “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 either:
 1. Not enough to pay the full amount the “insured” is legally entitled to recover for compensatory damages; or
 2. Reduced by payments to others injured in the accident to an amount which is not enough to pay the full amount the “insured” is legally entitled to recover for compensatory damages.

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

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

Exclusions

- A. We do not provide Underinsured Motorists Coverage for “bodily injury” sustained by any “insured”:
 1. If that “insured” or the legal representative settles the “bodily injury” claim and such settlement prejudices our right to recover payment.
 2. While “occupying” “your covered auto” when it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (A.2) applies whether or not there is:
 - a. A passenger “occupying” the vehicle; or
 - b. Property being transported for a fee in or upon the vehicle.
 This Exclusion (A.2.) does not apply to a vehicle used for a:
 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
 3. Using a vehicle without a reasonable belief that that “insured” is entitled to do so. This Exclusion (A.3.) does not apply to a “resident relative” using “your covered auto” which is owned by you.
 4. While using any vehicle to participate or compete in, or practice or prepare for a pre-arranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.
 This exclusion (A.4.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.
 5. While “occupying” “your covered auto” during a period it is rented or leased by you to others. However, this exclusion (A.5.) does not apply to you or a “resident relative”.
- B. This coverage will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Workers’ compensation law; or
 2. Disability benefits law.
- C. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability**A. Split Limits**

If the Declarations shows separate limits of liability for Coverage D1 – Underinsured Motorists Bodily Injury:

The limit of liability shown in the Declarations for each person for Coverage D1 – Underinsured Motorists Bodily Injury is our maximum limit of liability for all damages, including damages for loss for care, loss of services or death, arising out of “bodily injury” sustained by any one person involved in any one auto accident.

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Coverage D1 – Underinsured Motorists Bodily Injury is our maximum limit of liability for all damages for “bodily injury” resulting from any one auto accident.

These limits are the most we will pay regardless of the number of:

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

B. Single Limit

If the Declarations shows a single limit of liability for Coverage D1 – Underinsured Motorists Bodily Injury:

The limit of liability shown in the Declarations for Coverage D1 – Underinsured Motorists Bodily Injury is our maximum limit of liability for all damages arising out of “bodily injury” resulting from any one auto accident.

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

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

C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:

1. Any other Coverage Section or part of this policy; or
2. Any Coverage Section of any other personal auto policy issued to you by us or any of our affiliates.

D. We will not make payment under this coverage for any damage for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

- E. We will reduce the “insured’s” total damages by any amount available to that “insured” under any bodily injury liability bonds or policies applicable to the “underinsured motor vehicle” that such “insured” did not recover as a result of a settlement between that “insured” and the insurer of an “underinsured motor vehicle”, and pay no more than this amount. This reduction of the “insured’s” total damages recoverable under this coverage will not reduce the limit of liability for this coverage.**

Arbitration

- A. If we and an “insured” do not agree:**
1. Whether that “insured” is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that “insured”;
- from the owner or operator of an “underinsured motor vehicle”, then the matter may be arbitrated. However, disputes concerning coverage under this Coverage Section may not be arbitrated.

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

- B. Each party will:**
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the “insured” lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:**
1. Whether the “insured” is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators’ decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

Other Insurance

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

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- A. If we, or an affiliate insurer, have issued more than one policy to you that covers an “insured” in any one accident caused by an “underinsured motor vehicle”, the maximum limit of our liability under all such policies shall not exceed the highest applicable limit of liability under any one policy.
- B. Any insurance we provide with respect to a vehicle:
1. You do not own, including any vehicle while used as a temporary substitute for “your covered auto”; or
 2. Owned by you or any “resident relative” and that vehicle is not insured for this coverage under this policy;
- will be excess over any collectible insurance providing such coverage on a primary basis.
- C. If the coverage under this policy is provided:
1. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 2. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

General Provisions Section

The General Provisions Section of this policy is amended as follows:

- A. We have no right to recover under **Our Right To Recover Payment** for payments made under this coverage.
- B. The Clause titled **Two Or More Policies Issued To You** provision is replaced by the following for Coverage D1 – Underinsured Motorists Bodily Injury:
- Two Or More Policies Issued To You**
 If this policy and any other auto insurance policy issued to you by us apply to the same accident, only one of the policies will apply to the accident. You will select the one policy that will apply.

D01AZ01 (04-16)

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DAMAGE TO YOUR AUTO COVERAGE SECTION
Coverage E – Collision
Coverage F – Comprehensive
Coverage G – Custom Equipment - Increased Limit

INSURING AGREEMENT**Coverage E – Collision****Coverage F – Comprehensive**

A. We will pay for direct and accidental loss to “your covered auto” or any “non-owned auto”, including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss caused by:

1. “Collision” only if the Declarations indicates that Coverage E – Collision is provided for that auto. Under this coverage, we will not pay for losses that are covered under Coverage F – Comprehensive.
2. “Comprehensive” only if the Declarations indicates that Coverage F – Comprehensive is provided for that auto.

If losses to more than one “your covered auto” result from the same “collision”, only one deductible amount will apply. If the deductible amount differs for each auto involved in the accident, then only the highest deductible will apply.

We will not subtract any deductible for the amount we will pay for a loss to:

1. Any “non-owned auto” caused by “collision” or “comprehensive”.
2. “Your covered auto” caused by “collision” with a vehicle not owned by you or a “resident relative” but insured by us or any of our affiliated companies under a personal auto policy.

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

B. As used in this Coverage Section:

1. “Collision” means the upset of “your covered auto” or a “non-owned auto” or their impact with another vehicle or object.
2. “Comprehensive” means loss to “your covered auto” or a “non-owned auto” not caused by “collision”. Losses caused by the following are not “collision” losses but are “comprehensive” losses:
 - a. Missiles or falling objects;
 - b. Fire;
 - c. Theft or larceny;
 - d. Explosion or earthquake;

- e. Windstorm;
- f. Hail, water or flood;
- g. Malicious mischief or vandalism;
- h. Riot or civil commotion;
- i. Contact with bird or animal; or
- j. Breakage of glass.

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

3. “Custom equipment” means any permanently attached or installed:
 - a. Furnishings, mechanical or electrical parts, equipment, devices, accessories, murals, graphics, non-standard paint, enhancements or changes that alter the appearance or performance of any private passenger auto, sport utility vehicle, pickup or van; or
 - b. Electronic equipment used in any private passenger auto, sport utility vehicle, pickup or van that reproduces, receives or transmits audio, visual or data signals.

“Custom equipment” does not include:

- a. Vehicle options offered by the original manufacturer specifically for that vehicle model and model year, whether that option is installed with original or non-original parts of like kind and quality;
 - b. Equipment installed to make a vehicle handicap accessible; or
 - c. A cap, cover or bedliner in or upon a pickup.
4. “Fungi” means any type or form of fungus, including mold or mildew, and any of the following that are produced or released by “fungi”:
 - a. Mycotoxins;
 - b. Spores;
 - c. Scents; or
 - d. By-products.
 5. “Non-owned auto” means:
 - a. Any private passenger auto, sport utility vehicle, pickup, van or “trailer” not owned by or furnished or available for the regular use of you or any “resident relative” while in the custody of or being operated by you or any “resident relative”; or

- b. Any private passenger auto, sport utility vehicle, pickup, van or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
- (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.

ADDITIONAL COVERAGES

Provided there is Coverage E – Collision or Coverage F – Comprehensive, as shown in the Declarations for "your covered auto" the following coverages apply.

A. Airbag Replacement

Under Coverage F – Comprehensive we will pay to replace or reset an airbag that inflates due to malfunction in "your covered auto". This additional coverage does not apply to a "non-owned auto".

We will only make payment under this additional coverage to the extent the malfunction is not covered by warranty, other service agreement, or any other product recall.

Exclusion 2. of this Coverage Section does not apply to this additional coverage.

No deductible applies to this additional coverage.

B. Child Safety Seat

In the event of a Coverage E – Collision or Coverage F – Comprehensive covered loss where we determine that a child safety seat's integrity is compromised, we will pay up to \$500 to replace with like kind and quality the child safety seat, provided it was in "your covered auto" or a "non-owned auto" at the time of the covered loss.

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

No deductible applies to this additional coverage.

C. Custom Equipment

We will pay up to \$1500 for "custom equipment" and any related labor and installation costs as

part of a Coverage E – Collision or Coverage F – Comprehensive covered loss. Regardless of the amount of "custom equipment" installed on "your covered auto" or a "non-owned auto", this limit is the most we will pay for all damage and any related labor and installation costs for any one covered loss.

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

Exclusion 4. does not apply to the extent coverage is provided under this additional coverage.

This additional coverage is subject to your deductibles.

D. Transportation Expenses

Under Coverage F – Comprehensive we will pay for:

1. Reasonable transportation expenses incurred by you in the event of the total theft of "your covered auto"; or
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto".

We will pay up to \$30 per day, to a maximum of \$900. These limits are the most we will pay for transportation expenses and loss of use expenses.

We will pay only those expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use, or we offer to pay for its loss.

No deductible applies to this additional coverage.

OPTIONAL COVERAGE

Coverage G – Custom Equipment - Increased Limit

If Coverage G – Custom Equipment - Increased Limit is shown in the Declarations for a specific "your covered auto", ADDITIONAL COVERAGE – Custom Equipment is amended for that "your covered auto" as follows:

The limit shown in the Declarations replaces the \$1500 limit for "custom equipment".

All other provisions and limitations applicable to ADDITIONAL COVERAGE – Custom Equipment apply.

EXCLUSIONS

The following exclusions apply to this DAMAGE TO YOUR AUTO COVERAGE SECTION. We will not pay for:

1. Loss to “your covered auto” or any “non-owned auto” which occurs while it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (1.) applies whether or not there is:
 - a. A passenger “occupying” the vehicle; or
 - b. Property being transported for a fee in or upon the vehicle.
 This Exclusion (1.) does not apply to a vehicle used for a:
 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.
 This Exclusion (2.) does not apply if the damage results from the total theft of “your covered auto” or any “non-owned auto”.
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to “custom equipment”.
5. Loss to any electronic equipment that reproduces, receives, or transmits audio, visual or data signals. This includes:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disk systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.
6. Loss to tapes, discs, chips, memory cards or any other removable media used to store audio, visual or other data. We also will not pay for loss of or reconstruction of data contained in such devices.
7. Loss to equipment used for the detection or location of, or interference with, speed measuring devices.
8. Loss due to actual or perceived loss in market value or resale value.
9. Loss to “your covered auto” or any “non-owned auto” due to confiscation by governmental or civil authorities. This Exclusion (9.) does not apply to the interests of any loss payee shown in the Declarations for that “your covered auto”.
10. Loss to “your covered auto” or any “non-owned auto” which occurs while participating or competing in, or practicing or preparing for any pre-arranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.
 This Exclusion (10.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.
11. Loss to any “non-owned auto” when used by you or any “resident relative” without a reasonable belief that you or that “resident relative” are entitled to do so.
12. Loss to any “non-owned auto” while being maintained or used by any person while employed or otherwise engaged in the “business” of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
 vehicles designed for use on public highways. This includes road testing and delivery.
13. Loss to any “non-owned auto” being maintained or used by any person while employed or otherwise engaged in a “business” not described in Exclusion 12. This Exclusion (13.) does not apply to the maintenance or use by you or any “resident relative” of a “non-owned auto” which is a private passenger auto, sport utility vehicle or “trailer”.
14. Loss to:
 - a. A “trailer”, camper body or motor home which is not shown in the Declarations; or

b. Facilities or equipment used with any "trailer", camper body or motor home. Facilities or equipment include but are not limited to:

- (1) Cooking, dining, plumbing or refrigeration facilities;
- (2) Awnings or cabanas; or
- (3) Any other facilities or equipment used with a "trailer", camper body or motor home.

This Exclusion (14.) does not apply to:

- a. A "trailer", and its facilities or equipment, that you do not own; or
 - b. A "trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, that you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.
15. Loss to "your covered auto" during a period it is rented or leased by you to others. However, this Exclusion (15.) does not apply to the operation of "your covered auto" by you or a "resident relative".
16. Loss to, or loss of use of, a "non-owned auto" rented to:
- a. You; or
 - b. Any "resident relative";
- if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "resident relative", pursuant to the provisions of any applicable rental agreement or state law.
17. Loss to "your covered auto" or any "non-owned auto" arising out of the actual, alleged or threatened presence, growth or proliferation or spread of "fungi", or for any testing or remediation of "fungi". This Exclusion (17.) does not apply if the "fungi" are the direct result of a loss payable under either Coverage E – Collision or Coverage F – Comprehensive, and such coverage is provided under this policy.
18. The cost to re-code or replace locks in the event a key or electronic control pad associated with such locks is lost or stolen.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
1. Actual cash value of the stolen or damaged property at the time of loss. An adjustment for depreciation and physical condition will be made in determining actual cash value; or
 2. Amount necessary to repair or replace stolen or damaged parts or equipment of the functionally equivalent design and material

necessary to restore the vehicle to its pre-loss physical condition at the time of loss. If we pay to replace a part or parts, we have the option to pay for new, used, reconditioned or remanufactured:

- a. Original equipment manufacturer replacement parts or equipment; or
- b. Non-original equipment manufacturer replacement parts or equipment.

However, the most we will pay for loss to any "non-owned auto" which is a "trailer", including its facilities and equipment, is \$2000.

- B. If a repair or replacement results in better than like kind and quality, we will not pay for the amount of the betterment.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:
 1. Any other Coverage Section or part of this policy; or
 2. Any other personal auto policy issued to you by us or any of our affiliates.

PAYMENT OF LOSS

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

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

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

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

Subject to the Loss Payable Clause, we may, at our option, make payment to one or more of the following:

1. You;
2. The owner; or
3. On your behalf, the repairer.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss to "your covered auto", we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, any insurance we provide with respect to a "non-owned auto" will be excess over any other

collectible sources of recovery including, but not limited to:

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

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser within 20 days after receiving the written request from the other. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation will terminate this agreement as to the loss payee's interest. We will mail the loss payee written notice at least 10 days before the effective date of cancellation.

When we pay the loss payee we will, to the extent of payment, be subrogated to the loss payee's rights of recovery.

SIGNATURE PAGE

This policy is signed for the member company of Travelers which is the insurer under this policy.



Wendy C. Skjerven
Corporate Secretary



Michael Klein
President
Personal Insurance

In accordance with Arizona law, this policy is duly countersigned by:



Arizona Licensed Producer or Managing General Agent

EXTENDED TRANSPORTATION EXPENSES

All provisions of the policy apply unless modified by this endorsement.

When there is a loss to a “your covered auto” described in the Declarations for which a specific premium charge indicates that Extended Transportation Expenses is afforded, or to a “non-owned auto”, we will pay, without application of a deductible, up to the amount per day to a maximum amount as shown in the Declarations for:

1. Reasonable transportation expenses incurred by you in the event of a loss to that “your covered auto”; or
2. Loss of use expenses for which you become legally responsible in the event of loss to a “non-owned auto”.

This coverage applies only if the loss to “your covered auto” or a “non-owned auto” is covered under Coverage E – Collision or Coverage F – Comprehensive of this policy. However, this coverage does not apply when there is a total theft of “your covered auto” or a “non-owned auto”. Such coverage is provided under Coverage F – Comprehensive of this policy.

We will pay transportation expenses or loss of use expenses you become legally responsible for during a period that begins on the date:

1. The vehicle is not drivable as a result of the loss; or
2. The vehicle is left at a repair facility if the vehicle is drivable.

Our payment for transportation expenses and loss of use expenses will be limited to that period of time reasonably required to repair or replace the “your covered auto” or the “non-owned auto”.

Our payment for loss of use expenses will be excess over any optional deductible waivers or insurance purchased as part of a rental agreement.

Extended Transportation Expenses does not apply when there is a total theft of “your covered auto” or a “non-owned auto”. Such coverage is provided under Coverage F – Comprehensive within Additional Coverage D. Transportation Expenses. However, when Extended Transportation Expenses applies to any “your covered auto”, Additional Coverage D. Transportation Expenses is replaced by the following:

D. Transportation Expenses

Under Coverage F – Comprehensive we will pay for:

1. Reasonable transportation expenses incurred by you in the event of the total theft of “your covered auto”; or
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a “non-owned auto”.

We will pay up to the greater of the following amounts:

1. \$30 per day, to a maximum of \$900; or
2. If applicable,
 - a. For a “your covered auto”, the amount per day to the maximum amount shown, if any, in the Declarations for Extended Transportation Expenses for that specific “your covered auto”; or
 - b. For a “non-owned auto”, the amount per day to a maximum amount shown, if any, in the Declarations for Extended Transportation Expenses for any one “your covered auto”. If the Declarations indicate more than one vehicle has Extended Transportation Expenses, the highest Extended Transportation Expenses limit applicable to any one “your covered auto” will apply.

These limits are the most we will pay for transportation expenses and loss of use expenses.

We will pay only those expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when “your covered auto” or the “non-owned auto” is returned to use, or we offer to pay for its loss.

No deductible applies to this additional coverage.

GLASS DEDUCTIBLE

All provisions of the policy apply unless modified by this endorsement.

If a premium entry for Glass Deductible is shown in the Declarations, the Damage To Your Auto Coverage Section of the policy is amended by adding the following:

Glass Deductible

If the Declarations indicates that Glass Deductible applies for a specific "your covered auto", we will subtract the Glass Deductible amount indicated in the Declarations for the "Glass" portion of a loss to that auto. We will subtract this amount instead of the Coverage E – Collision or Coverage F – Comprehensive deductible amount.

If the "Glass" damage is only a portion of a covered loss, the most we will subtract from the amount we will pay for the loss is the applicable Coverage E – Collision or Coverage F – Comprehensive deductible amount.

Definition

"Glass" as used in this endorsement means the:

1. Glass used in the windshield, doors, and windows of "your covered auto" or of a "non-owned auto"; and
2. Glass, transparent plastic or other material used in the exterior lights or mirrors of "your covered auto" or of a "non-owned auto".

ROADSIDE ASSISTANCE COVERAGE

All provisions of the policy apply unless modified by this endorsement.

The Damage To Your Auto Coverage Section of the policy is amended by adding the following:

Roadside Assistance Coverage

If the Declarations indicates that Roadside Assistance Coverage applies to a specific "your covered auto", our "authorized service provider" will arrange to provide the following services when that "your covered auto" is accessible and disabled within 100 feet of a paved public road, or on an accessible driveway, accessible private road or in an accessible parking facility:

1. Towing or flatbed services;
2. Winching;
3. Providing jump start for a dead battery;
4. Changing a flat tire;
5. Key lock-out service; and
6. Delivering of supplies, including oil, water, other fluids and fuel.

We will pay for the services specified in 1. through 6. above:

1. Up to the mileage limit shown in the Declarations for that "your covered auto"; or
2. To the nearest qualified repair facility selected by our "authorized service provider" when there is no repair facility available within the mileage limit shown in the Declarations under Roadside Assistance Coverage for that "your covered auto".

We do not cover the cost of supplies, replacement parts, fuel, other fluids, or any labor performed at a service or repair facility.

Our "authorized service provider" will determine whether a vehicle, driveway, private road or parking facility is accessible.

For policies with a:

1. Six month policy term, coverage is limited to no more than 4 disablements for each vehicle shown in the Declarations to which this coverage applies.
2. Twelve month policy term, coverage is limited to no more than 8 disablements for each vehicle shown in the Declarations to which this coverage applies.

If there is a disablement to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations. However the disablement of a "non-owned auto" shall not increase the maximum number of disablements as shown in 1. or 2. above.

In the event:

1. You decide not to use our "authorized service provider"; or
 2. Our "authorized service provider" is unable to arrange Roadside Assistance services;
- we will reimburse you only for reasonable charges as determined by us. Receipts for any of these services must be provided to us for consideration of payment.

As used in this endorsement:

"Authorized service provider" means a service provider contracted by us, at no charge to you, to procure roadside assistance services on our behalf and as described in this endorsement.

Roadside Assistance Coverage through our "authorized service provider" is available in:

1. The continental United States;
2. Alaska;
3. Hawaii; and
4. Canada.

No deductible applies to this coverage.

Important Notice about Privacy

What we mean when we talk about “Privacy”

Your privacy is important to us. When we sell an insurance policy to a person we need information about the person or property that we're insuring. We consider this private and have taken steps to keep it confidential.

We want you to know about our privacy policy. The privacy policy tells you the kinds of information we get about you, where we get it, and with whom, if anyone, we may share it.

This brochure describes our privacy policy, procedures and practices for individuals who seek or get auto, home and other personal liability and property insurance for personal, family or household needs.

What kind of information we have and where we get it

You give us most of what we need in the application process. To make sure what we have is correct we may need to check with you by phone or mail.

You may be asked to give us more details in writing or over the phone. Plus, we may receive and check your past insurance claims from insurance support organizations or your former insurers.

As allowed by law, we may ask for credit and other consumer reports from consumer reporting agencies concerning your application for insurance or any renewal of insurance. Information given to us by an insurance support organization, including consumer reporting agencies may be retained by them and disclosed to other persons.

For auto insurance, we often get a report of accidents or convictions from your State Motor Vehicle Department. We get these reports through an independent reporting company. We may also check information from government agencies or independent reporting companies. This helps us correctly rate and price your policy.

For home, building, or boat insurance, we or an inspector from an independent company may visit the property to inspect and report on its condition. In some cases, pictures may be taken. This allows us to check the estimate we have of your property's value. If we need more details about the property or the alarm you've installed, we may need to enter your property to finish the inspection. We would contact you before entering your property.

As a part of our application and underwriting process, in most states, we also order an Insurance Score based on credit history. We use the Score, information you give us, and other consumer reports for underwriting and the price we will charge. If we receive corrected personal information from a consumer reporting agency, we will re-evaluate you.

Once you're insured with us, your file may contain details about your policy(ies). This may include bill payments or claim history. A claim representative may comment, for example, on the condition and use of the insured property. We may also keep a police report if one was issued.

Sometimes we need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we would ask you to sign a form allowing your personal doctor to answer any question we may have.

Who has access to this information

We keep what we collect about you in our files. Our policies and procedures protect your personal information. We have physical, electronic and procedural safeguards in place.

We do not give or sell our customers' personal information to others for marketing purposes. You don't have to ask us to keep your information private because we do not give it, unless allowed.

We will use information about you to sell you insurance, service your insurance and settle claims. We may give the information to other persons or companies to help us manage or service our business. When we do, we require them to use it only for the reasons we gave it to them.

We may give, without your past permission and only if allowed by law, information about you held in our files to certain persons or organizations such as:

- Your agent or broker

- Our affiliated property and casualty insurance companies
- An independent claim adjuster or investigator
- Persons or organizations that conduct scientific research, including actuarial or underwriting studies, provided that no individual may be identified in the studies
- An insurance support organization, including consumer reporting agencies
- Another insurer in order to prevent or prosecute fraud

Also, on rare occasions, we may be required to share this information:

- With a State Insurance Department or other governmental agency, if required by federal, state or local laws
- If ordered by a summons, court order, search warrant or subpoena
- To protect our own legal interests, or in case of suspected fraud or other illegal activities

How to find out what information we have about you

If you have any questions about what we have in your file please write to us. When we receive your written request, we will respond within thirty (30) business days. We will let you know if we've given any information about you to anyone in the past. If we asked for a consumer report we will tell you the name and address of the consumer reporting agency.

You may also see and copy your file (except for certain documents about claims and lawsuits). If you believe any of our information is wrong we'll check it out and if we agree there was an error, we'll correct it. If we don't agree, you're still allowed to file a letter with your comments. We'll send the correction or letter to anyone who received or will receive the original information.

If you have any questions about the right of access to or correction of your file, we'll be happy to review our procedures with you. Please contact:

Denise J. Sailer, Privacy Coordinator
Consumer Affairs
One Tower Square
Hartford, CT 06183

When you write, please be sure to tell us your:

- Name
- Address
- Policy number
- Phone number and the best time of the day for us to call you

Please include a copy (not the original) of personal ID, such as your driver's license.

We thank you for letting us serve your insurance needs.

This notice is effective July 2006 and is given by Travelers Indemnity Company, and its property and casualty insurance affiliates, members of the Travelers group of companies. This notice applies to current and former customers and may be amended at any time. The amended notice will be sent to customers and will also be placed on Travelers web sites.

Important Notice about Consumer Reporting

Thank you for trusting us with your insurance. We are committed to providing you excellent service at a competitive price. A lot of information is used to determine your price, including information about your credit, claim and insurance history(ies). We are required to tell you that based on the information we received, you did not receive our best rating classification. Your price is competitive and accurate based on your unique characteristics. Please refer to the reverse side of this page for the details from your credit history affecting your price.

The consumer reporting agency(ies) that provided information about you:

Claim History Information:

LexisNexis Consumer Center
P.O. Box 105108
Atlanta, GA 30348-5108
Telephone: 1-800-456-6004
Web Address: www.consumerdisclosure.com

Insurance Score (Credit History) Information:

TransUnion National Disclosure Center
P.O. Box 1000
Chester, PA 19022
Telephone: 1-800-645-1938
Web Address: www.transunion.com

Insurance History Information:

Consumer Inquiry Center
Verisk Analytics (APLUS)
545 Washington Blvd, 18th Floor
Jersey City, NJ 07310
Telephone: 1-800-709-8842

Remember:

- You have the right to a free copy of the consumer report(s) listed above. Simply contact the agency(ies) listed above within 60 days of receipt of this notice.
- You have the right to dispute the accuracy or completeness of any information in a consumer report. Simply contact the agency to discuss or dispute any information in the report.
- The consumer reporting agency(ies) did not make the pricing determination and cannot answer questions regarding your Travelers policy.
- Notify us if your information changes. We will reevaluate your situation, which could save you money.

The information from your credit report is used to create an insurance score. Your insurance score was impacted by:

To learn more about how your credit relates to your insurance policy please contact our Insurance Score Resource Center at 1-800-550-7717. For any other questions, please contact your Travelers agent or representative.

Please note: this information does not necessarily reflect a poor or average credit standing.

A DESCRIPTION OF YOUR ADDITIONAL RIGHTS:

You have a right to a written statement containing specific items of information that support the reason given for our action and the names and addresses of the institutional sources and insurance support organizations that supplied the items of information.

You also have the right to see and obtain a copy of all recorded information which we used to take this action or to be told the nature and substance of that information after properly identifying yourself.

You must make a written request within 90 business days of the date of this notice to exercise these rights.

If you disagree with the accuracy of the recorded information used to take this action, you have the right to request in writing a change, correction, or deletion of the recorded information in dispute. If we refuse your request, you have the right to file a statement containing supplemental information or explaining why you disagree. We will put your statement in our file so that anyone reviewing your file will see it.

Important Notice about Billing Options and Disclosures

This notice contains important information about our billing options and charges for policy 600941742 203 1.

You have chosen to pay your insurance premium in monthly installments by Electronic Funds Transfer (EFT). Please note that a service charge of \$1.00 will apply per installment. In the event that your payment is returned by your bank, it may result in the automatic conversion of your account from Electronic Funds Transfer (EFT) to Bill by Mail / Email.

If your billing needs change, you may pay your premium by:

<u>Bill Plan</u>	<u>Monthly</u>	<u>Pay in Full</u>
Electronic Funds Transfer (EFT)	\$1.00	No Charge
Recurring Credit Card (RCC)	\$1.00	No Charge
Bill by Mail / Email	\$5.00	No Charge
Late Charge: \$10.00 per occurrence		
Payments returned by your bank: \$25.00 per occurrence		

In the event two payments are returned during a 12 month period you will be required to pay with guaranteed funds for 182 days from the date of the last returned payment. Guaranteed funds are credit card, bank check, money order or home banking payments. Other forms of payment will be returned. You will not be eligible to use our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plans.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

If you have multiple policies with us you may be able to combine those policies into a single billing account. If you have selected one of our monthly billing options, and you combine your policies into a single billing account, you will be charged just one service charge per installment, and not per individual account.

To add this policy to an existing billing account or if you have other questions about this notice, please call your insurance representative at 1-480-345-9737.

EXHIBIT 2



4824 E. Baseline Rd, Suite 109

Mesa, Arizona 85206

Nathan M. Tobler
Maren Tobler

(480) 898-9700
Fax: (480) 464-1172

Via Email: PCHAGAS@travelers.com
And facsimile 877-749-0075

August 19, 2022

Travelers Property Casualty Insurance Company
Attention: Paul A. Chagas
PO Box 650293
Dallas, TX 8-75265
Claim No. 292 AB IHT6920 004

RE: Client: Jennifer Dale
Date of Loss: February 24, 2020
Claim No.: 292 AB IHT6920 004

Dear Sir/Madam:

Our firm represents your insured Jennifer Dale in the above referenced motor vehicle accident claim. As you know from information previously provided to you, which is incorporated herein by reference, Jennifer suffered serious and debilitating injuries when she was rear-ended in a crash on February 24, 2020.

A vehicle traveling approximately 45 mph crashed into Jennifer's truck and shoved it approximately 30 feet forward into a stopped vehicle in front of her. Jennifer's body experienced a double impact. Airbags deployed. Jennifer immediately felt pain in her face, left shoulder, left hip, and hands at the scene of the crash. She was taken by ambulance to the hospital for emergency care.

As result of the crash, Jennifer also suffered a serious back injury including exacerbation to three-disc herniations, enlargement of a fourth disc herniation, and an annular tear. As a result of her injuries, Jennifer underwent extensive physical therapy and multiple pain management injections in an effort to recover. She has incurred over \$100,000 in medical expenses. She also missed time from work, both as an office manager at an orthodontics clinic and as a fitness instructor. To this day, she still lives with relentless hip pain and regular bouts of neck/back pain from the crash. Yet, she does not let this pain keep her from doing her best to maintain an active lifestyle.

{00302585}

Jennifer was not at-fault in the crash and settled her claim against the tortfeasor for the liability policy limit of \$15,000. The tortfeasor was, as you already acknowledged by paying Jennifer UIM benefits of \$100,000 under one of the policy's UIM coverages, underinsured within the meaning of the Dales' Travelers policy. Given the severity of Jennifer's injuries, the \$100,000 in medical expenses, and her lost income, her damages far exceed the \$115,000 already paid.

Considering these injuries and damages, we ask Travelers to please identify, disclose, and, as applicable, tender all other UIM coverages and limits available under the Dales' policy and Arizona law.

Thank you for your attention to this matter.

Sincerely yours,

TOBLER LAW, P.C.

/s/Maren Hanson

Maren Hanson, Esq.

MH/cw

EXHIBIT 3



Paul Chagas (800) 227-1538
Claims Professional ext.963 7422
P.O. Box 650293 (720) 963-7422 Direct
Dallas, TX 75265-0293 (877) 801-9674 Fax
pchagas@travelers.com

September 2, 2022

RE: Claim#: IHT6920-005
Insured: Jayson, Jennifer & Madalyne Dale
Date of Loss: 02/24/2020
Your Client: Jennifer Dale

Dear Ms. Hanson:

I have received and reviewed the 8/19/2022 correspondence that you sent to Travelers regarding the above-referenced matter. In this letter you, on behalf of your client Jennifer Dale, request that Travelers "please identify, disclose, and, as applicable, tender all other UIM coverages and limits available under the Dale's policy and Arizona law" in connection with Ms. Dale's 2/24/2020 motor vehicle accident. The policy you reference is the personal auto policy issued by Travelers Property Casualty Ins. Co. (hereinafter "Travelers") to Jayson, Jennifer & Madalyne Dale and in effect 7/12/2019-2020.

By way of background, on the date of the 2/24/2020 motor vehicle accident, this policy incorporated Arizona underinsured motorists (UIM) coverage for bodily injury with split limits of \$100,000 per person and \$300,000 per accident. On the date of the 2/24/2020 motor vehicle accident, this policy scheduled 3 vehicles, including the 2015 Nissan Titan that Ms. Dale was driving at the time of the accident.

Following the accident, the tortfeasor's liability insurer settled with Ms. Dale and paid its full \$15,000 per person bodily injury liability limit. Travelers then received an UIM demand from your firm dated 5/20/2020. In response, Travelers sent a letter to your firm dated 6/4/2020 stating that Travelers would issue payment of the policy's \$100,000 per person UIM limit under the policy upon receipt of a signed release. Travelers received a copy of the release signed by Ms. Dale (through her attorney holding power of attorney) on 6/11/2020. Travelers subsequently issued the \$100,000 payment to your firm and Ms. Dale. We attach a copy of this release, as well as a copy of the cover letter that your firm sent along with this release, to this correspondence for reference.

It remains Travelers' position that the UIM coverage under Ms. Dale's policy applicable to this claim is nonstacked, and that the language in the policy is compliant with Arizona law to preclude intrapolicy stacking of UIM limits in the policy. As such, Travelers denies that Ms. Dale is entitled to intrapolicy stacking of UIM limits in the policy and maintains that the maximum amount of UIM coverage available to Ms. Dale under the policy for this claim is \$100,000.

In addition, Travelers asserts that the release signed by Ms. Dale (through her attorney holding power of attorney) on 6/11/2020 is enforceable and precludes Travelers from any further liability

Page 2

or responsibility to pay additional UIM benefits to Ms. Dale under the policy for injuries sustained in the 2/24/2020 motor vehicle accident.

However, in the interest of avoiding the costs, uncertainties and potential effects of litigation over the language precluding UIM stacking in the policy or the validity and enforceability of the lease, Travelers will consider payment of up to an additional \$200,000 in UIM benefits (representing the total additional UIM coverage if stacked coverage was determined to apply) to Ms. Dale under the policy in connection with the 2/24/2020 motor vehicle accident. However, Travelers' agreement to consider payment of additional benefits in connection with this claim is not, and should not be construed as, an admission of liability on the part of Travelers or a concession that UIM coverage under the Ms. Dale's policy is provided on an intrapolicy stacked basis. Liability for and the availability of intrapolicy stacked coverage under the policy is expressly denied. Travelers' agreement to consider payment of additional benefits is made as a compromise and settlement of a dispute between Ms. Dale and Travelers over the availability of intrapolicy UIM stacking in the policy and the enforceability of the release.

In order to consider payment of additional UIM benefits in this matter, Travelers will first need Ms. Dale/your firm to provide updated documentation of Ms. Dale's damages sustained as a consequence of the accident. At this time Travelers only has the damage documentation that was provided to Travelers by your firm in May 2020 or with the 5/20/2020 UIM demand. If you have any questions about this request for updated damage documentation, or any questions about Travelers' response to the 8/19/2022 letter, please do not hesitate to contact me.

Sincerely,

Paul Chagas
Travelers Property Casualty Ins. Co.
Claims Professional
720-963-7422

I, Jennifer Dale, (hereafter "Releasors") for good and adequate consideration including the sum of \$100,000.00, hereby release and forever discharge Travelers Property Casualty Insurance Company, including all of its subsidiaries, affiliate companies, and officers, employees, attorneys, directors, agents, and representatives (hereafter "Releasee(s)") and any other person, corporation, association or partnership allegedly responsible for injuries to the person and/or property of the Releasors, and the consequences flowing therefrom, from any and all claims, demands, causes of action, damages, losses, judgments, actions, or lawsuits which we have now or may have, known or unknown, anticipated or unanticipated against Releasee(s) in the future as the result of an accident, incident, casualty or event (the "subject accident") which occurred or is alleged to have occurred at or near Greenfield/Pecos, in the city/town of Gilbert in the state of AZ, on the day of 02/24/2020.

The Releasor(s) warrant(s) that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance upon any statement or representation by the Releasee(s), or their representatives, or physicians, concerning the nature and extent of the injuries and/or damages and/or legal liability therefore; and that the Releasor(s) is/are of legal age, legally competent to execute this Release and accept(s) full responsibility therefore. Releasor(s) know that this payment is a full and final settlement of all claims for injuries and other damages incurred as a result of the subject accident.

It is understood and agreed that the Releasee(s) shall not be estopped or otherwise barred from asserting, and expressly reserve the right to assert, any claim or cause of action against other party(ies) not subject to this Release.

Releasor(s) agree that the Releasee(s) are hereby released and discharged from any liability, responsibility, or assertion of any and all subrogation rights, liens or other claims held by any other person or entity which are or may be asserted as a result of the subject accident. Releasor(s) further agree to indemnify the Releasee(s) in the event that Releasee(s) are obligated to make payment resulting from other lawsuits, liens or claims, asserted by any person or entity as a result of the subject accident and for the cost incurred in defending same.

Releasor(s), for the consideration set forth in this Release, further agrees to satisfy any and all liens or claims against the proceeds of this Release, specifically including, but not limited to, any lien, claim or conditional payment reimbursement demand asserted by or on behalf of Medicare or any entity claiming any right of reimbursement under the Medicare Secondary Payer Act.

Releasor(s) further agree(s) to hold harmless, indemnify and defend Releasee(s) from any claims arising from the failure of Releasor(s) to satisfy any such liens, claims, and/or Medicare conditional payment reimbursement demands. These obligations include Releasor(s)' payment and/or reimbursement of any and all reasonable attorney's fees and expenses incurred by Releasee(s) in connection with the failure of Releasor(s) to satisfy any such liens, claims, and/or Medicare conditional payment reimbursement demands.

Releasor(s) also agrees to hold harmless, indemnify, and defend Releasee(s) with respect to any and all other claims that may be presented by Releasor(s), Medicare, and/or any other party acting on Releasor(s)' or Medicare's behalf, including, but not limited to, administrative or civil fines, penalties, and interest, as well as any damages that arise out of, result from, and/or occur as a consequence of any adverse administrative or legal actions, up to and including the loss of Releasor(s)' future Medicare benefits and/or Medicare eligibility. These obligations include Releasor(s)' payment and/or reimbursement of any and all reasonable attorney's fees and expenses incurred by Releasee(s) in connection with the failure of Releasor(s) to perform these obligations. Releasor(s) promise that if any valid lien is asserted, I/we will use the proceeds of this settlement to satisfy it.

Releasor(s) has/have been given an opportunity to consult with an attorney and do not believe that any further advice is necessary and are satisfied that I/we has/have read and understand this document and this settlement.

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

by Jennifer Dale 6/11/2020
by PDA Tobler Law [Signature]
Print Name Releasor Print Name Releasor

[Signature]
Witness

Germina Molina DATED: 6/11/20 Time 9:40 am
Print Name

State of: Arizona

County of: Maricopa

Subscribed and sworn before me on this date: 6-11-2020

[Signature]
Notary Public
Commission expires: (seal)

SPECIAL POWER OF ATTORNEY

The State of Arizona)

) SS

County of Maricopa)

The effective Date: March 20, 2020

Re: Scanner Date

Date of Injury: 02/24/2020

Jennifer Dele gives and offers to Tobler Law the power and the full authority to sign checks, drafts, releases, settlement agreements and any other documents pertaining to claims arising out of the incident which occurred in Maricopa County, Arizona on or about February 24, 2020.

[Handwritten signature of Jennifer Dele]

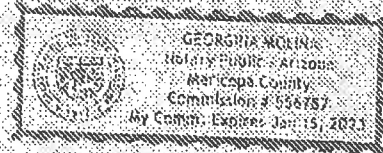
Jennifer Dele

SUBSCRIBED AND SWORN to before me this 2nd day of March, 2020.

[Handwritten signature of Notary Public]

Notary Public

My commission expires: Jan 15, 2023





TOBLER LAW

YOUR ACCIDENT & INJURY TEAM

4824 E. Baseline Rd., Suite 109
Mesa, Arizona 85206

Maren Tobler Hanson
Nathan M. Tobler

Maren Tobler Hanson, Attorney
maren@toblerlaw.com
(480) 898-9700
Fax: (480) 464-1172

June 11, 2020

Our Tax ID- 86-0582238

Travelers Insurance Company
P.O. Box 650293
Dallas, TX 75265-0293

Re: **Claim Number:** IHT6920
Our Client: Jennifer Dale
Your Insured: Jennifer Dale
Date of Accident: February 24, 2020

Dear Paul Chagas:

This letter confirms that we have settled this matter for \$100,000.00 for Jennifer Dale. It was a pleasure working with you to resolve this matter.

Moreover, Jennifer Dale agrees to accept responsibility for the payment in satisfaction of all liens and rights of reimbursement against this personal injury settlement, which are enforceable under any state or federal law. Jennifer Dale and Tobler Law will hold harmless and indemnify Travelers Insurance Company and their insured for any payments which are required under the law to Ideal Surgical Center, Dignity Health Hospital and any and all outstanding liens. Tobler Law will hold monies in trust to satisfy any and all liens. **Please make release and check payable to Tobler Law and Jennifer Dale.**

We look forward to receipt of the settlement check. Thank you.

Sincerely,

TOBLER LAW, P.C.

Georgina Molina, Paralegal for
Nathan M. Tobler

EXHIBIT 4

Travelers Policy 001
 Effective: 01/15/2018

T01AZ01 (04-16)

ARIZONA PERSONAL AUTO POLICY

YOUR PERSONAL AUTO POLICY QUICK REFERENCE

DECLARATIONS PAGE

- Your Name and Address
- Your Auto or Trailer
- Policy Period
- Coverages and Amounts of Insurance

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Travelers Policy 002
 Effective: 01/15/2018

T01AZ01 (04-16)

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ARIZONA PERSONAL AUTO POLICY

Travelers Companies
Hartford, Connecticut
(Each a Stock Insurance Company)

GENERAL PROVISIONS SECTION

Unless otherwise stated, the provisions in this General Provisions Section apply to all Coverage Sections and endorsements of this policy.

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. These are shown by premium entries in the Declarations. The Declarations is a part of this policy.

GENERAL DEFINITIONS

Throughout this policy:

- A. "You" and "your" refer to:
1. The "named insured" shown in the Declarations; and
 2. The spouse if a resident of the same household.

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

- a. The end of 90 days following the spouse's change of residency;
 - b. The effective date of another policy listing the spouse as a named insured; or
 - c. The end of the policy period.
- B. "We", "us" and "our" refer to the member company of Travelers providing this insurance and shown as the insurer in Item 6 of the Declarations.
- C. We consider a private passenger auto, sport utility vehicle, pickup or van to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.
- D. "Minimum limits" refers to the following limits of liability as required by Arizona law, to be provided under a policy of automobile liability insurance:
1. \$15,000 for each person, subject to \$30,000 for each accident with respect to "bodily injury"; and
 2. \$10,000 for each accident with respect to "property damage".

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

- E. "Bodily injury" means bodily harm, sickness or disease, including death that results.
- F. "Business" includes trade, profession or occupation.
- G. "Newly acquired auto":
1. "Newly acquired auto" means any of the following types of vehicles of which you become the owner during the policy period:
 - a. A private passenger auto or sport utility vehicle; 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 and equipment; or
 - (b) For farming or ranching.
 2. Coverage for a "newly acquired auto" is provided as described in 3.a. and 3.b. below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for that "newly acquired auto" will begin at the time you request the coverage and you will not have coverage for the elapsed period of time.
 3. Coverage for a "newly acquired auto" depends on whether the vehicle is in addition to

Travelers Policy 004

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or replaces a vehicle shown in the Declarations.

- a. A "newly acquired auto" which is in addition to any vehicle shown in the Declarations will have the broadest coverage we provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for coverage to apply you must ask us to insure it within 30 days after you become the owner.
- b. If a "newly acquired auto" replaces a vehicle shown in the Declarations, it will have the same coverage as the vehicle it replaced without your having to ask us to insure it. However, you must ask us to insure a replacement vehicle within 30 days if it is a pickup or van used in any "business" other than farming or ranching.

H. "Occupying" means:

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

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

J. "Resident relative" 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. Your unmarried dependent children, wards, and foster children while temporarily away from home will be considered residents if they intend to resume residing in your household.

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

1. Private passenger auto or sport utility vehicle; or
2. Pickup or van.

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

L. "Your covered auto" means:

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

This provision (L.4.) does not apply to the Damage To Your Auto Coverage Section.

DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same. We may require such exam under oath:
 - (1) From other persons insured under this policy (including a "resident relative").
 - (2) Be done separately and outside the presence of any witnesses or persons insured or seeking benefits under this policy.

4. Authorize us to obtain:

- a. Medical reports; and
- b. Other pertinent records.

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

Additional Duties For Uninsured Motorists Coverage

If Coverage D – Uninsured Motorists Bodily Injury is shown in the Declarations, a person seeking coverage must also promptly:

- A. Notify the police if a hit-and-run driver is involved.
- B. Send us copies of the legal papers if a suit is brought.

Additional Duties For Underinsured Motorists Coverage

If Coverage D1 – Underinsured Motorists Bodily Injury is shown in the Declarations, a person seeking coverage must also promptly:

- A. Send us copies of the legal papers if a suit is brought; and
- B. Notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount

G01AZ03 (05-17)

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Travelers Policy 005

G01AZ03 (05-17)

equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

Additional Duties For Collision And Comprehensive Coverages

If Coverage E – Collision or Coverage F – Comprehensive is shown in the Declarations, a person seeking coverage must also:

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

GENERAL CONDITIONS

Bankruptcy

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

Changes

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 1. The number, type or use of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles; or
 4. Coverage, deductible or limits.
 If a change resulting from A. or B. above requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general policy revision that includes both broadenings and restrictions in coverage, whether that general policy revision is implemented through introduction of:
 1. A subsequent edition of your policy or any of its Coverage Sections; or
 2. An amendatory endorsement.

Fraud

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

Legal Action Against Us

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

Our Right To Recover Payment

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we are subrogated to that right. That person must do:
 1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.
 However, our rights in this Paragraph (A.) do not apply under the Damage To Your Auto Coverage Section, against any person using "your covered auto" with a reasonable belief that such person is entitled to do so.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person must:
 1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

Travelers Policy 006

G01AZ03 (05-17)

Policy Period And Territory

- A. This policy applies only to accidents and losses which occur:
1. During the policy period shown in the Declarations; and
 2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada.
- This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

Transfer Of Your Interest In This Policy

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.

Two Or More Policies Issued To You

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

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.
 We may accept another form of notice from the named insured. If there is more than one person shown as named insured in the Declarations, any named insured may cancel this

- policy. The cancellation by one named insured will be binding on any other named insured.
2. We may cancel by mailing notice of cancellation to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least eight days after the premium due date notice if cancellation is for nonpayment of premium. Cancellation is to take effect as of the date of the mailing of the notice. This policy includes a grace period of at least seven days for the payment of any premium due, during which grace period this policy shall continue in full force subject to the Termination Provisions.
 - b. At least 10 days notice in all other cases. In these cases, notice will be mailed by certified mail, United States post office certificate of mailing or by first class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service.
 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. The insurance was obtained through fraudulent misrepresentation; or
 - c. You, any driver who resides in the same household as you and customarily operates "your covered auto", or any other person who regularly and frequently operates "your covered auto":
 - (1) Has had their driver's license suspended or revoked during the policy period;
 - (2) Becomes permanently disabled, either physically or mentally, and that driver does not produce a certificate from a doctor or a registered nurse practitioner testifying to that person's ability to operate a motor vehicle;
 - (3) Is or has been convicted during the 36 months immediately preceding the effective date of the policy or during the policy period of:
 - (a) Criminal negligence resulting in death, homicide or assault and arising out of the operation of a motor vehicle;
 - (b) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - (c) Leaving the scene of an accident;
 - (d) Making false statements in an application for a driver license; or

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- (e) Reckless driving; unless you agree in writing to exclude as insured such person by name when operating a motor vehicle and also agree to exclude coverage to the named insured for any negligence which may be imputed by law to the named insured arising out of the maintenance, operation or use of a motor vehicle by such excluded person;
- (4) Uses "your covered auto" while logged into a transportation network platform as a driver, whether or not a passenger is "occupying" the vehicle, unless you either:
- (a) Have procured an endorsement to this policy that expressly provides such coverage; or
 - (b) Are covered by a motor vehicle liability insurance policy issued by another insurer expressly providing such coverage;
- (5) Uses "your covered auto" regularly and frequently for commercial purposes; or
- d. We are placed in rehabilitation or receivership by:
- (1) The insurance supervisory official in our state of domicile; or
 - (2) A court of competent jurisdiction; or
- e. The director of insurance:
- (1) Has suspended our certificate of authority due to a financially hazardous condition; or
 - (2) Determines that the continuation of the policy would:
 - (a) Place us in violation of the laws of this state; or
 - (b) Jeopardize our solvency.
4. Nonpayment of premium means the failure to pay any premium or premium installment when due.
- B. Nonrenewal**
- We have the right to not renew or continue this policy at the end of the policy period shown in the Declarations. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 45 days before the end of the policy period except for nonpayment of premium as provided in the Offer to Renew provision.
- Notice will be mailed by certified mail, United States post office certificate of mailing or by first class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service except if the
- reason we decide not to renew or continue this policy is that the named insured shown in the Declarations fails to pay the premium for this policy or any installment thereof.
- C. Offer To Renew**
- If we offer to renew or continue this policy and you or your representative do not pay the required renewal or continuation premium within seven days after the due date, thereby not accepting our offer, we may terminate this policy on or after the eighth day following the due date, by mailing notice of termination to the named insured at the address shown in the policy. During this seven day grace period for payment of any premium due, this policy shall continue in full force subject to the Termination provisions of the policy. Termination is to take effect on the earlier of the following dates:
1. The date of the mailing of the notice; or
 2. The effective date of any other insurance you have obtained on "your covered auto".
- D. Other Termination Provisions**
1. If the law in effect in Arizona at the time this policy is issued or continued:
 - a. Requires a longer notice period;
 - b. Requires a special form of or procedure for giving notice; or
 - c. Modifies any of the stated termination reasons;
 we will comply with those requirements.
 2. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice. When required by law, notice will be mailed by certified mail or United States Postal Service Certificate of Mailing.
 3. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals.
 4. The effective date of cancellation stated in the notice will become the end of the policy period.
 5. We will not cancel or refuse to renew this policy solely because of the location of residence, age, race, color, religion, sex, national origin or ancestry of anyone who is an insured.
 6. Nothing in this "Termination" clause shall waive our rights to void this policy as allowed by law.

LIABILITY COVERAGE SECTION
Coverage A – Bodily Injury
Coverage B – Property Damage

Insuring Agreement

- A. We will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the “insured”.

We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for these coverages has been exhausted by payment of judgments or settlements.

We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

- B. “Insured” as used in this Coverage Section means:
1. You or any “resident relative” for the ownership, maintenance or use of any auto or “trailer”.
 2. Any person using “your covered auto”.
 3. For “your covered auto”, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Coverage Section.
 4. For any auto or “trailer”, other than “your covered auto”, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any “resident relative” for whom coverage is afforded under this Coverage Section. This provision (4.) applies only if the person or organization does not own or hire the auto or “trailer”.

“Insured” does not include:

1. The United States of America or any of its agencies.
2. Any person with respect to “bodily injury” or “property damage” resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the “bodily injury” or “property damage”.

Supplementary Payments

In addition to our limit of liability, we will pay on behalf of an “insured”:

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in “bodily injury” or “property damage” covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for these coverages.
4. Up to \$250 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.

Exclusions

- A. We do not provide Liability Coverage for any “insured”:
1. Who intentionally causes “bodily injury” or “property damage”.
 2. For “property damage” to property owned or being transported by that “insured”.
 3. For “property damage” to property:
 - a. Owned by;
 - b. Rented to;
 - c. In charge of; or
 - d. Transported by;
 that “insured”.
 This Exclusion (A.3.) does not apply to “property damage” to a residence or private garage.
 4. For “bodily injury” to an employee (other than a domestic employee) of that “insured” during the course of employment. This Exclusion (A.4.) does not apply to “bodily injury” unless workers’ compensation benefits are available for that employee.
 5. For that “insured’s” liability arising out of the ownership or operation of a vehicle while it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (A.5.) applies whether or not there is:
 - a. A passenger “occupying” the vehicle; or

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- b. Property being transported for a fee in or upon the vehicle.
This Exclusion (A.5.) does not apply to a vehicle used for a:
- Share-the-expense car pool;
 - Charitable purpose; or
 - Volunteer purpose.
6. While employed or otherwise engaged in the "business" of:
- Selling;
 - Repairing;
 - Servicing;
 - Storing;
 - Parking; or
 - Towing;
- vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
- You;
 - Any "resident relative"; or
 - Any partner, agent or employee of you or any "resident relative".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.
This Exclusion (A.7.) does not apply to the maintenance or use of a:
- Private passenger auto or sport utility vehicle;
 - Pickup or van with a Gross Vehicle Weight Rating of 10,000 lbs. or less; or
 - "Trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that such "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "resident relative" using "your covered auto" which is owned by you.
9. For "bodily injury" or "property damage" for which that "insured":
- Is an insured under a nuclear energy liability policy; or
 - Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- A nuclear energy liability policy is a policy issued by any of the following or their successors:
- Nuclear Energy Liability Insurance Association;
 - Mutual Atomic Energy Liability Underwriters; or
 - Nuclear Insurance Association of Canada.
10. For "bodily injury" to you or any "resident relative" to the extent that the limits of liability for this coverage exceed the minimum limits.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

- Any vehicle which:
 - Has fewer than four wheels; or
 - Is designed mainly for use off public roads.

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

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

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

- Owned by a "resident relative"; or
 - Furnished or available for the regular use of a "resident relative".
- Any vehicle while participating or competing in, or practicing or preparing for, any prearranged or organized:
 - Racing contest, meet or rally, whether against another vehicle or against time;
 - Demolition contest;
 - Stunting activity; or
 - High performance driving or racing instruction course or school.

This Exclusion (B.4.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the activities listed above.

- "Your covered auto" during a period it is rented or leased to others. However, this Exclusion (B.5.) does not apply to the operation of "your covered auto" by you or a "resident relative".

Limit Of Liability

A. Split Limits

If the Declarations shows separate limits of liability for Coverage A and Coverage B:

The limit of liability shown in the Declarations for each person for Coverage A is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident.

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident

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for Coverage A 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 Coverage B is our maximum limit of liability for all "property damage" resulting from any one auto accident.

These limits are the most we will pay regardless of the number of:

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

B. Single Limit

1. If the Declarations shows a single limit of liability for Coverage A and Coverage B combined:

The limit of liability shown is our maximum limit of liability for all damages arising out of "bodily injury" and "property damage" resulting from any one auto accident.

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

- a. "Insureds";
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations; or
- d. Vehicles involved in the auto accident.

2. We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this provision will not change our total limit of liability.

C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:

1. Any other Coverage Section or part of this policy; or
2. Any other personal auto policy issued to you by us or any of our affiliates.

Out Of State Coverage

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

A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, this policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, this policy will provide

at least the required minimum amounts and types of coverage.

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

Financial Responsibility

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

Other Insurance

If there is other valid and collectible liability insurance:

1. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", will 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 or renting;
- b. Repairing;
- c. Servicing;
- d. Delivering;
- e. Testing;
- f. Road testing;
- g. Parking; or
- h. Storing;

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

- a. Is operating the vehicle;
- b. Is neither the person engaged in such business nor that person's employee or agent; and
- c. Has not bought supplemental liability type insurance from that vehicle business to cover the use of that vehicle. Any insurance we provide is excess to that supplemental liability type insurance bought by the "insured" from that vehicle business.

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.

MEDICAL PAYMENTS COVERAGE SECTION
Coverage C – Medical Payments

Insuring Agreement

A. We will pay the usual and customary charge for reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

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

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

We have the right to review expenses incurred to determine if they are reasonable and necessary, and not in excess of the usual and customary charge for services. We may use any or all of the following sources to decide if any medical expense is usual and customary, reasonable, necessary and caused by an accident. These sources may include:

1. Our review of medical records and test results, or review by persons or services chosen by us;
2. Published or public sources of medical expense information;
3. Computer programs for analysis of medical treatment and expenses; and
4. Exams by physicians we select.

B. "Insured" as used in this Coverage Section means:

1. You or any "resident relative":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying":
 - a. "Your covered auto"; or
 - b. A motor vehicle that you do not own while being operated by you or a "resident relative".

Exclusions

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

1. Sustained while "occupying" any motor vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (2.) applies whether or not there is:
 - a. A passenger "occupying" the vehicle; or

b. Property being transported for a fee in or upon the vehicle.

This Exclusion (2.) does not apply to a vehicle used for a:

- a. Share-the-expense car pool;
- b. Charitable purpose; or
- c. Volunteer purpose.

3. Sustained while "occupying" any vehicle located for use as a residence or premises.

4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".

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

- a. Owned by you; or
- b. Furnished or available for your regular use.

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

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

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

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

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

- a. Private passenger auto or sport utility vehicle;
- b. Pickup or van, other than "your covered auto", with a Gross Vehicle Weight Rating of 10,000 lbs. or less; or
- c. "Trailer" used with a vehicle described in a. or b. above.

9. Caused by or as a consequence of:

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

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

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

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11. Sustained while "occupying" any vehicle while participating or competing in, or practicing or preparing for, any prearranged or organized:
- Racing contest, meet or rally, whether against another vehicle or against time;
 - Demolition contest;
 - Stunting activity; or
 - High performance driving or racing instruction course or school.

This Exclusion (11.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the activities listed above.

12. Sustained while "occupying" "your covered auto" during a period it is rented or leased by you to others. However, this Exclusion (12.) does not apply to you or a "resident relative".

Limit Of Liability

- A. The limit of liability shown in the Declarations for Coverage C is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
- "Insureds";
 - Claims made;
 - Vehicles or premiums shown in the Declarations; or
 - Vehicles involved in the auto accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:
- Any other Coverage Section or part of this policy; or
 - Any other personal auto policy issued to you by us or any of our affiliates.

Other Insurance

If there is other applicable auto medical payments insurance available, any insurance we provide shall be excess over any other applicable auto medical payments insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible auto medical payments insurance.

General Provisions Section

The General Provisions Section of this policy is amended as follows:

The **Our Right To Recover Payment** provision is replaced by the following for Coverage C – Medical Payments:

Our Right To Recover Payment

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

- Shall be entitled to the proceeds of the recovery; and
- May have a lien against such recovery; to the extent of our payment in excess of \$5,000. Notice of the lien shall be given in writing to:
 - A court having jurisdiction;
 - The "insured";
 - Each person, firm and corporation that the "insured" or the "insured's" legal representative alleges are liable for damages arising from the accident; and
 - That person's, firm's and corporation's insurer.

UNINSURED MOTORISTS COVERAGE SECTION

Coverage D – Uninsured Motorists Bodily Injury

Insuring Agreement

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

- A. Sustained by an “insured”; and
- B. 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.

As used in this Coverage Section:

- A. “Insured” means:
 1. You or any “resident relative”.
 2. Any other person “occupying” “your covered auto”.
 3. Any person for damages that person is entitled to recover because of “bodily injury” to which this coverage applies sustained by a person described in 1. or 2. above.
- B. “Uninsured motor vehicle” means a land motor vehicle or trailer of any type:
 1. To which no bodily injury liability bond or policy applies at the time of the accident.
 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona.
 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in “bodily injury” without hitting:
 - a. You or any “resident relative”;
 - b. A vehicle that you or any “resident relative” are “occupying”; or
 - c. “Your covered auto”.

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

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

1. Owned by or furnished or available for the regular use of you or any “resident relative” unless there is no liability coverage available under the Liability Coverage Section of this policy to respond for damages sustained by an “insured”.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

Exclusions

- A. We do not provide Uninsured Motorists Coverage for “bodily injury” sustained by any “insured”:
 1. If that “insured” or the legal representative settles the “bodily injury” claim and such settlement prejudices our right to recover payment.
 2. While “occupying” “your covered auto” when it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (A.2.) applies whether or not there is:
 - a. A passenger “occupying” the vehicle; or
 - b. Property being transported for a fee in or upon the vehicle.
 This Exclusion (A.2.) does not apply to a vehicle used for a:
 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
 3. Using a vehicle without a reasonable belief that that “insured” is entitled to do so. This Exclusion (A.3.) does not apply to a “resident relative” using “your covered auto” which is owned by you.
 4. While using any vehicle to participate or compete in, or practice or prepare for a pre-arranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;

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- b. Demolition contest;
- c. Stunting activity; or
- d. High performance driving or racing instruction course or school.

This exclusion (A.4.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.

- 5. While "occupying" "your covered auto" during a period it is rented or leased by you to others. However, this exclusion (A.5.) does not apply to you or a "resident relative".
- B. This coverage will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

Limit Of Liability**A. Split Limits**

If the Declarations shows separate limits of liability for Coverage D – Uninsured Motorists Bodily Injury:

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

These limits are the most we will pay regardless of the number of:

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

B. Single Limit

If the Declarations shows a single limit of liability for Coverage D – Uninsured Motorists Bodily Injury:

The limit of liability shown in the Declarations for Coverage D – Uninsured Motorists Bodily Injury is our maximum limit of liability for all damages arising out of "bodily injury" resulting from any one auto accident.

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

- 1. "Insureds";

- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:
 - 1. Any other Coverage Section or part of this policy; or
 - 2. Any other personal auto policy issued to you by us or any of our affiliates.
- D. We will not pay for any damages for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.

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

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

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Coverage Section may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

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

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

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

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the amount of damages agreed to by the arbitrators will be binding.

Other Insurance

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

- A. If we, or an affiliate insurer, have issued more than one policy to you that covers an "insured" in any one accident caused by an "uninsured motor vehicle", the maximum limit of our liability under all such policies shall not exceed the highest applicable limit of liability under any one policy.
- B. Any insurance we provide with respect to a vehicle:
 1. You do not own, including any vehicle while used as a temporary substitute for "your covered auto"; or
 2. Owned by you or any "resident relative" and that vehicle is not insured for this coverage under this policy;
 will be excess over any collectible insurance providing such coverage on a primary basis.
- C. If the coverage under this policy is provided:
 1. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

2. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

General Provisions Section

The General Provisions Section of this policy is amended as follows:

- A. The Clause titled **Our Right To Recover Payment** is replaced by the following for Coverage D – Uninsured Motorists Bodily Injury:

Our Right To Recover Payment

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

 1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.
- B. The **Two Or More Policies Issued To You** provision is replaced by the following:

Two Or More Policies Issued To You

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

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UNDERINSURED MOTORISTS COVERAGE SECTION
Coverage D1 – Underinsured Motorists Bodily Injury

Insuring Agreement

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

- A. Sustained by an “insured”; and
- B. Caused by an accident.

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

As used in this Coverage Section:

- A. “Insured” means:
 - 1. You or any “resident relative”.
 - 2. Any other person “occupying” “your covered auto”.
 - 3. Any person for damages that person is entitled to recover because of “bodily injury” to which this coverage applies sustained by a person described in 1. or 2. above.
- B. “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 either:
 - 1. Not enough to pay the full amount the “insured” is legally entitled to recover for compensatory damages; or
 - 2. Reduced by payments to others injured in the accident to an amount which is not enough to pay the full amount the “insured” is legally entitled to recover for compensatory damages.

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

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

Exclusions

- A. We do not provide Underinsured Motorists Coverage for “bodily injury” sustained by any “insured”:
 - 1. If that “insured” or the legal representative settles the “bodily injury” claim and such settlement prejudices our right to recover payment.
 - 2. While “occupying” “your covered auto” when it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (A.2) applies whether or not there is:
 - a. A passenger “occupying” the vehicle; or
 - b. Property being transported for a fee in or upon the vehicle.
 This Exclusion (A.2.) does not apply to a vehicle used for a:
 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
 - 3. Using a vehicle without a reasonable belief that that “insured” is entitled to do so. This Exclusion (A.3.) does not apply to a “resident relative” using “your covered auto” which is owned by you.
 - 4. While using any vehicle to participate or compete in, or practice or prepare for a pre-arranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.
 This exclusion (A.4.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.
 - 5. While “occupying” “your covered auto” during a period it is rented or leased by you to others. However, this exclusion (A.5.) does not apply to you or a “resident relative”.
- B. This coverage will not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers’ compensation law; or
 - 2. Disability benefits law.
- C. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

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Limit Of Liability**A. Split Limits**

If the Declarations shows separate limits of liability for Coverage D1 – Underinsured Motorists Bodily Injury:

The limit of liability shown in the Declarations for each person for Coverage D1 – Underinsured Motorists Bodily Injury is our maximum limit of liability for all damages, including damages for loss for care, loss of services or death, arising out of “bodily injury” sustained by any one person involved in any one auto accident.

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Coverage D1 – Underinsured Motorists Bodily Injury is our maximum limit of liability for all damages for “bodily injury” resulting from any one auto accident.

These limits are the most we will pay regardless of the number of:

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

B. Single Limit

If the Declarations shows a single limit of liability for Coverage D1 – Underinsured Motorists Bodily Injury:

The limit of liability shown in the Declarations for Coverage D1 – Underinsured Motorists Bodily Injury is our maximum limit of liability for all damages arising out of “bodily injury” resulting from any one auto accident.

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

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

C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:

1. Any other Coverage Section or part of this policy; or
2. Any Coverage Section of any other personal auto policy issued to you by us or any of our affiliates.

D. We will not make payment under this coverage for any damage for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

E. We will reduce the “insured’s” total damages by any amount available to that “insured” under any bodily injury liability bonds or policies applicable to the “underinsured motor vehicle” that such “insured” did not recover as a result of a settlement between that “insured” and the insurer of an “underinsured motor vehicle”, and pay no more than this amount. This reduction of the “insured’s” total damages recoverable under this coverage will not reduce the limit of liability for this coverage.

Arbitration**A. If we and an “insured” do not agree:**

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

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

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

B. Each party will:

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

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

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

Other Insurance

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

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- A. If we, or an affiliate insurer, have issued more than one policy to you that covers an "insured" in any one accident caused by an "underinsured motor vehicle", the maximum limit of our liability under all such policies shall not exceed the highest applicable limit of liability under any one policy.
- B. Any insurance we provide with respect to a vehicle:
 - 1. You do not own, including any vehicle while used as a temporary substitute for "your covered auto"; or
 - 2. Owned by you or any "resident relative" and that vehicle is not insured for this coverage under this policy;will be excess over any collectible insurance providing such coverage on a primary basis.
- C. If the coverage under this policy is provided:
 - 1. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - 2. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

General Provisions Section

The General Provisions Section of this policy is amended as follows:

- A. We have no right to recover under **Our Right To Recover Payment** for payments made under this coverage.
- B. The Clause titled **Two Or More Policies Issued To You** provision is replaced by the following for Coverage D1 – Underinsured Motorists Bodily Injury:
Two Or More Policies Issued To You
If this policy and any other auto insurance policy issued to you by us apply to the same accident, only one of the policies will apply to the accident. You will select the one policy that will apply.

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DAMAGE TO YOUR AUTO COVERAGE SECTION
Coverage E – Collision
Coverage F – Comprehensive
Coverage G – Custom Equipment - Increased Limit

INSURING AGREEMENT**Coverage E – Collision****Coverage F – Comprehensive**

A. We will pay for direct and accidental loss to “your covered auto” or any “non-owned auto”, including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss caused by:

1. “Collision” only if the Declarations indicates that Coverage E – Collision is provided for that auto. Under this coverage, we will not pay for losses that are covered under Coverage F – Comprehensive.
2. “Comprehensive” only if the Declarations indicates that Coverage F – Comprehensive is provided for that auto.

If losses to more than one “your covered auto” result from the same “collision”, only one deductible amount will apply. If the deductible amount differs for each auto involved in the accident, then only the highest deductible will apply.

We will not subtract any deductible for the amount we will pay for a loss to:

1. Any “non-owned auto” caused by “collision” or “comprehensive”.
2. “Your covered auto” caused by “collision” with a vehicle not owned by you or a “resident relative” but insured by us or any of our affiliated companies under a personal auto policy.

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

B. As used in this Coverage Section:

1. “Collision” means the upset of “your covered auto” or a “non-owned auto” or their impact with another vehicle or object.
2. “Comprehensive” means loss to “your covered auto” or a “non-owned auto” not caused by “collision”. Losses caused by the following are not “collision” losses but are “comprehensive” losses:
 - a. Missiles or falling objects;
 - b. Fire;
 - c. Theft or larceny;
 - d. Explosion or earthquake;

- e. Windstorm;
- f. Hail, water or flood;
- g. Malicious mischief or vandalism;
- h. Riot or civil commotion;
- i. Contact with bird or animal; or
- j. Breakage of glass.

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

3. “Custom equipment” means any permanent-ly attached or installed:
 - a. Furnishings, mechanical or electrical parts, equipment, devices, accessories, murals, graphics, non-standard paint, enhancements or changes that alter the appearance or performance of any private passenger auto, sport utility vehicle, pickup or van; or
 - b. Electronic equipment used in any private passenger auto, sport utility vehicle, pickup or van that reproduces, receives or transmits audio, visual or data signals.

“Custom equipment” does not include:

- a. Vehicle options offered by the original manufacturer specifically for that vehicle model and model year, whether that option is installed with original or non-original parts of like kind and quality;
- b. Equipment installed to make a vehicle handicap accessible; or
- c. A cap, cover or bedliner in or upon a pickup.
4. “Fungi” means any type or form of fungus, including mold or mildew, and any of the following that are produced or released by “fungi”:
 - a. Mycotoxins;
 - b. Spores;
 - c. Scents; or
 - d. By-products.
5. “Non-owned auto” means:
 - a. Any private passenger auto, sport utility vehicle, pickup, van or “trailer” not owned by or furnished or available for the regular use of you or any “resident relative” while in the custody of or being operated by you or any “resident relative”; or

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- b. Any private passenger auto, sport utility vehicle, pickup, van or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
- (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.

ADDITIONAL COVERAGES

Provided there is Coverage E – Collision or Coverage F – Comprehensive, as shown in the Declarations for "your covered auto" the following coverages apply.

A. Airbag Replacement

Under Coverage F – Comprehensive we will pay to replace or reset an airbag that inflates due to malfunction in "your covered auto". This additional coverage does not apply to a "non-owned auto".

We will only make payment under this additional coverage to the extent the malfunction is not covered by warranty, other service agreement, or any other product recall.

Exclusion 2. of this Coverage Section does not apply to this additional coverage.

No deductible applies to this additional coverage.

B. Child Safety Seat

In the event of a Coverage E – Collision or Coverage F – Comprehensive covered loss where we determine that a child safety seat's integrity is compromised, we will pay up to \$500 to replace with like kind and quality the child safety seat, provided it was in "your covered auto" or a "non-owned auto" at the time of the covered loss.

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

No deductible applies to this additional coverage.

C. Custom Equipment

We will pay up to \$1500 for "custom equipment" and any related labor and installation costs as

part of a Coverage E – Collision or Coverage F – Comprehensive covered loss. Regardless of the amount of "custom equipment" installed on "your covered auto" or a "non-owned auto", this limit is the most we will pay for all damage and any related labor and installation costs for any one covered loss.

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

Exclusion 4. does not apply to the extent coverage is provided under this additional coverage.

This additional coverage is subject to your deductibles.

D. Transportation Expenses

Under Coverage F – Comprehensive we will pay for:

1. Reasonable transportation expenses incurred by you in the event of the total theft of "your covered auto"; or
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto".

We will pay up to \$30 per day, to a maximum of \$900. These limits are the most we will pay for transportation expenses and loss of use expenses.

We will pay only those expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use, or we offer to pay for its loss.

No deductible applies to this additional coverage.

OPTIONAL COVERAGE**Coverage G – Custom Equipment - Increased Limit**

If Coverage G – Custom Equipment - Increased Limit is shown in the Declarations for a specific "your covered auto", ADDITIONAL COVERAGE – Custom Equipment is amended for that "your covered auto" as follows:

The limit shown in the Declarations replaces the \$1500 limit for "custom equipment".

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All other provisions and limitations applicable to ADDITIONAL COVERAGE – Custom Equipment apply.

EXCLUSIONS

The following exclusions apply to this DAMAGE TO YOUR AUTO COVERAGE SECTION. We will not pay for:

1. Loss to “your covered auto” or any “non-owned auto” which occurs while it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (1.) applies whether or not there is:
 - a. A passenger “occupying” the vehicle; or
 - b. Property being transported for a fee in or upon the vehicle.
 This Exclusion (1.) does not apply to a vehicle used for a:
 - a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.
 This Exclusion (2.) does not apply if the damage results from the total theft of “your covered auto” or any “non-owned auto”.
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to “custom equipment”.
5. Loss to any electronic equipment that reproduces, receives, or transmits audio, visual or data signals. This includes:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disk systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

This Exclusion (5.) does not apply to electronic equipment that is permanently installed in “your covered auto” or any “non-owned auto”.

6. Loss to tapes, discs, chips, memory cards or any other removable media used to store audio, visual or other data. We also will not pay for loss of or reconstruction of data contained in such devices.
7. Loss to equipment used for the detection or location of, or interference with, speed measuring devices.
8. Loss due to actual or perceived loss in market value or resale value.
9. Loss to “your covered auto” or any “non-owned auto” due to confiscation by governmental or civil authorities. This Exclusion (9.) does not apply to the interests of any loss payee shown in the Declarations for that “your covered auto”.
10. Loss to “your covered auto” or any “non-owned auto” which occurs while participating or competing in, or practicing or preparing for any pre-arranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.
 This Exclusion (10.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.
11. Loss to any “non-owned auto” when used by you or any “resident relative” without a reasonable belief that you or that “resident relative” are entitled to do so.
12. Loss to any “non-owned auto” while being maintained or used by any person while employed or otherwise engaged in the “business” of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
 vehicles designed for use on public highways. This includes road testing and delivery.
13. Loss to any “non-owned auto” being maintained or used by any person while employed or otherwise engaged in a “business” not described in Exclusion 12. This Exclusion (13.) does not apply to the maintenance or use by you or any “resident relative” of a “non-owned auto” which is a private passenger auto, sport utility vehicle or “trailer”.
14. Loss to:
 - a. A “trailer”, camper body or motor home which is not shown in the Declarations; or

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

This Exclusion (14.) does not apply to:

- a. A "trailer", and its facilities or equipment, that you do not own; or
 - b. A "trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, that you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.
15. Loss to "your covered auto" during a period it is rented or leased by you to others. However, this Exclusion (15.) does not apply to the operation of "your covered auto" by you or a "resident relative".
16. Loss to, or loss of use of, a "non-owned auto" rented to:
- a. You; or
 - b. Any "resident relative";
- if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "resident relative", pursuant to the provisions of any applicable rental agreement or state law.
17. Loss to "your covered auto" or any "non-owned auto" arising out of the actual, alleged or threatened presence, growth or proliferation or spread of "fungi", or for any testing or remediation of "fungi". This Exclusion (17.) does not apply if the "fungi" are the direct result of a loss payable under either Coverage E – Collision or Coverage F – Comprehensive, and such coverage is provided under this policy.
18. The cost to re-code or replace locks in the event a key or electronic control pad associated with such locks is lost or stolen.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
1. Actual cash value of the stolen or damaged property at the time of loss. An adjustment for depreciation and physical condition will be made in determining actual cash value; or
 2. Amount necessary to repair or replace stolen or damaged parts or equipment of the functionally equivalent design and material

necessary to restore the vehicle to its pre-loss physical condition at the time of loss. If we pay to replace a part or parts, we have the option to pay for new, used, reconditioned or remanufactured:

- a. Original equipment manufacturer replacement parts or equipment; or
- b. Non-original equipment manufacturer replacement parts or equipment.

However, the most we will pay for loss to any "non-owned auto" which is a "trailer", including its facilities and equipment, is \$2000.

- B. If a repair or replacement results in better than like kind and quality, we will not pay for the amount of the betterment.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:
 1. Any other Coverage Section or part of this policy; or
 2. Any other personal auto policy issued to you by us or any of our affiliates.

PAYMENT OF LOSS

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

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

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

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

Subject to the Loss Payable Clause, we may, at our option, make payment to one or more of the following:

1. You;
2. The owner; or
3. On your behalf, the repairer.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss to "your covered auto", we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, any insurance we provide with respect to a "non-owned auto" will be excess over any other

collectible sources of recovery including, but not limited to:

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

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser within 20 days after receiving the written request from the other. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

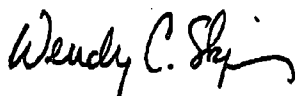
LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto". However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation will terminate this agreement as to the loss payee's interest. We will mail the loss payee written notice at least 10 days before the effective date of cancellation.

When we pay the loss payee we will, to the extent of payment, be subrogated to the loss payee's rights of recovery.

SIGNATURE PAGE

This policy is signed for the member company of Travelers which is the insurer under this policy.



Wendy C. Skjerven
Corporate Secretary



Michael Klein
President
Personal Insurance

In accordance with Arizona law, this policy is duly countersigned by:



Arizona Licensed Producer or Managing General Agent

EXTENDED TRANSPORTATION EXPENSES

All provisions of the policy apply unless modified by this endorsement.

When there is a loss to a "your covered auto" described in the Declarations for which a specific premium charge indicates that Extended Transportation Expenses is afforded, or to a "non-owned auto", we will pay, without application of a deductible, up to the amount per day to a maximum amount as shown in the Declarations for:

1. Reasonable transportation expenses incurred by you in the event of a loss to that "your covered auto"; or
2. Loss of use expenses for which you become legally responsible in the event of loss to a "non-owned auto".

This coverage applies only if the loss to "your covered auto" or a "non-owned auto" is covered under Coverage E – Collision or Coverage F – Comprehensive of this policy. However, this coverage does not apply when there is a total theft of "your covered auto" or a "non-owned auto". Such coverage is provided under Coverage F – Comprehensive of this policy.

We will pay transportation expenses or loss of use expenses you become legally responsible for during a period that begins on the date:

1. The vehicle is not drivable as a result of the loss; or
2. The vehicle is left at a repair facility if the vehicle is drivable.

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

Our payment for loss of use expenses will be excess over any optional deductible waivers or insurance purchased as part of a rental agreement.

Extended Transportation Expenses does not apply when there is a total theft of "your covered auto" or a "non-owned auto". Such coverage is provided under Coverage F – Comprehensive within Additional Coverage D. Transportation Expenses. However, when Extended Transportation Expenses applies to any "your covered auto", Additional Coverage D. Transportation Expenses is replaced by the following:

D. Transportation Expenses

Under Coverage F – Comprehensive we will pay for:

1. Reasonable transportation expenses incurred by you in the event of the total theft of "your covered auto"; or
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto".

We will pay up to the greater of the following amounts:

1. \$30 per day, to a maximum of \$900; or
2. If applicable,
 - a. For a "your covered auto", the amount per day to the maximum amount shown, if any, in the Declarations for Extended Transportation Expenses for that specific "your covered auto"; or
 - b. For a "non-owned auto", the amount per day to a maximum amount shown, if any, in the Declarations for Extended Transportation Expenses for any one "your covered auto". If the Declarations indicate more than one vehicle has Extended Transportation Expenses, the highest Extended Transportation Expenses limit applicable to any one "your covered auto" will apply.

These limits are the most we will pay for transportation expenses and loss of use expenses.

We will pay only those expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use, or we offer to pay for its loss.

No deductible applies to this additional coverage.

GLASS DEDUCTIBLE

All provisions of the policy apply unless modified by this endorsement.

If a premium entry for Glass Deductible is shown in the Declarations, the Damage To Your Auto Coverage Section of the policy is amended by adding the following:

Glass Deductible

If the Declarations indicates that Glass Deductible applies for a specific "your covered auto", we will subtract the Glass Deductible amount indicated in the Declarations for the "Glass" portion of a loss to that auto. We will subtract this amount instead of the Coverage E – Collision or Coverage F – Comprehensive deductible amount.

If the "Glass" damage is only a portion of a covered loss, the most we will subtract from the amount we will pay for the loss is the applicable Coverage E – Collision or Coverage F – Comprehensive deductible amount.

Definition

"Glass" as used in this endorsement means the:

1. Glass used in the windshield, doors, and windows of "your covered auto" or of a "non-owned auto"; and
2. Glass, transparent plastic or other material used in the exterior lights or mirrors of "your covered auto" or of a "non-owned auto".

ROADSIDE ASSISTANCE COVERAGE

All provisions of the policy apply unless modified by this endorsement.

The Damage To Your Auto Coverage Section of the policy is amended by adding the following:

Roadside Assistance Coverage

If the Declarations indicates that Roadside Assistance Coverage applies to a specific "your covered auto", our "authorized service provider" will arrange to provide the following services when that "your covered auto" is accessible and disabled within 100 feet of a paved public road, or on an accessible driveway, accessible private road or in an accessible parking facility:

1. Towing or flatbed services;
2. Winching;
3. Providing jump start for a dead battery;
4. Changing a flat tire;
5. Key lock-out service; and
6. Delivering of supplies, including oil, water, other fluids and fuel.

We will pay for the services specified in 1. through 6. above:

1. Up to the mileage limit shown in the Declarations for that "your covered auto"; or
2. To the nearest qualified repair facility selected by our "authorized service provider" when there is no repair facility available within the mileage limit shown in the Declarations under Roadside Assistance Coverage for that "your covered auto".

We do not cover the cost of supplies, replacement parts, fuel, other fluids, or any labor performed at a service or repair facility.

Our "authorized service provider" will determine whether a vehicle, driveway, private road or parking facility is accessible.

For policies with a:

1. Six month policy term, coverage is limited to no more than 4 disablements for each vehicle shown in the Declarations to which this coverage applies.
2. Twelve month policy term, coverage is limited to no more than 8 disablements for each vehicle shown in the Declarations to which this coverage applies.

If there is a disablement to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations. However the disablement of a "non-owned auto" shall not increase the maximum number of disablements as shown in 1. or 2. above.

In the event:

1. You decide not to use our "authorized service provider"; or
 2. Our "authorized service provider" is unable to arrange Roadside Assistance services;
- we will reimburse you only for reasonable charges as determined by us. Receipts for any of these services must be provided to us for consideration of payment.

As used in this endorsement:

"Authorized service provider" means a service provider contracted by us, at no charge to you, to procure roadside assistance services on our behalf and as described in this endorsement.

Roadside Assistance Coverage through our "authorized service provider" is available in:

1. The continental United States;
2. Alaska;
3. Hawaii; and
4. Canada.

No deductible applies to this coverage.

PRIVACY NOTICE

Privacy Statement for Individual U.S. Personal Insurance Consumers

Your privacy is important to us. When we quote or sell an insurance policy to a person, we get information about the people and property that we're insuring. This Privacy Notice describes the types of information about you ("personal information") we collect, where we get it, and how we use, share and protect it. It applies to current and former Travelers personal insurance customers in the United States.

A few key points include:

- We collect personal information from you, your agent, and from third parties
- We will not share your personal information with others for their marketing purposes without your permission
- We maintain safeguards designed to help prevent unauthorized use, access and disclosure of personal information

<p>What type of information do we collect?</p>	<p>You give us most of what we need in the application process. To make sure what we have is correct, or to obtain additional information, we may need to check back with you. For example, you may be asked to give us more details in writing, via e-mail or over the phone. In addition, we may obtain other information, including but not limited to the following:</p> <ul style="list-style-type: none"> • Information from consumer reporting agencies and other insurance support organizations to the extent permitted by law. This may include items such as credit history, credit-based insurance score, driving record, accident and motor vehicle conviction history, and claim history. Information given to us by an insurance support organization, including consumer reporting agencies, may be retained by them and disclosed to others. • Your past insurance history, including information about your policies and claims, from insurance support organizations or your former insurers. • Information regarding your property. We may obtain this through third party reports and through a property inspection. We or an independent inspector may visit the property to inspect its condition, or we may use an unmanned aircraft system. We may obtain geospatial information, and take pictures or video. If we need more details about the property, we may need to schedule an interior inspection. • Information from government agencies or independent reporting companies. • Other third party data relating to the insured risk, such as possible drivers and vehicles associated with your household and odometer readings associated with any vehicle(s). • In some instances, we may need to know about your health. For example, if we need to know whether a physical limitation will affect your ability to drive, we may ask for a statement from your doctor.
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Travelers Policy 038

<p>How do we use your personal information?</p>	<p>We use the personal information we collect to sell, underwrite and rate, service and administer insurance; to handle claims; to create and market products and services; to prevent and detect fraud; to satisfy legal or regulatory requirements; and for other business purposes and as otherwise allowed by law.</p> <p>Once you're insured with us, we will retain details about your policy(ies). This may include, among other things, bill payment, transaction or claim history and details, as well as other information.</p> <p>When you give us a telephone number, you consent to being contacted at that number, including if the number is for a cell phone or other wireless device. We may contact you in person, by recorded message, by the use of automated dialing equipment, by text (SMS) message, or by any other means your device is capable of receiving, to the extent permitted by law and for reasonable business purposes, including to service your policy or alert you to other relevant information.</p>
<p>How do we share your personal information?</p>	<p>We do not give or sell your personal information to nonaffiliated third parties for their own marketing purposes without your prior consent.</p> <p>We may give the personal information we collect to others to help us conduct, manage or service our business. When we do, we require them to use it only for the reasons we gave it to them. We may give, without your past permission and to the extent permitted by law, personal information about you to certain persons or organizations such as: your agent or insurance representative; our affiliated property and casualty insurance companies; independent claim adjusters or investigators; persons or organizations that conduct research; insurance support organizations (including consumer reporting agencies); third party service providers; another insurer; law enforcement; state insurance departments or other governmental or regulatory agencies; or as otherwise required or permitted by law. Information we share with insurance support organizations, such as your claims history, may be retained by them and disclosed to others.</p> <p>We may also share your personal information: to comply with legal process; to address suspected fraud or other illegal activities; or to protect our rights, privacy, safety or property, and/or that of you or others.</p>
<p>How do we protect your personal information?</p>	<p>We maintain physical, electronic and administrative safeguards designed to help protect personal information. For example, we limit access to personal information and require those who have access to use it only for legitimate business purposes.</p>

Travelers Policy 039

<p>How can I review and correct the personal information you have about me?</p>	<p>If you have questions about what personal information we maintain about you, please make your request in writing and include your full name, mailing address, phone number and policy number. When we receive your written request, we will respond within thirty (30) business days. We will describe the personal information we maintain, whom we know we've shared it with in the last two (2) years, and how you may request a correction, if necessary. If we requested a consumer report, we will tell you the name and address of the consumer reporting agency.</p> <p>You may also see and copy the information we have, except for certain documents about claims and lawsuits. If you believe our information is incorrect, let us know in writing. We will review it, and, if we agree, we will correct it, notify you, and send a correction letter to anyone who received the original information. If we do not agree, you are allowed to file a letter with your comments.</p> <p>For questions about the right of access or correction to your information, please write to: Travelers, One Tower Square, Hartford, CT 06183, Attn: Privacy Office.</p>
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This notice is given by The Travelers Indemnity Company and its personal insurance property casualty affiliates.

This notice may be amended at any time. The most current version will be posted on Travelers.com.

Travelers Policy 041

Important Notice about Consumer Reporting

Thank you for trusting us with your insurance. We are committed to providing you excellent service at a competitive price. A lot of information is used to determine your price, including information about your credit and claim history(ies). We are required to tell you that based on the information we received, you did not receive our best rating classification. Your price is competitive and accurate based on your unique characteristics. Please refer to the reverse side of this page for the details from your credit history affecting your price.

The consumer reporting agency(ies) that provided information about you:

Claim History Information:

LexisNexis Consumer Center
P.O. Box 105108
Atlanta, GA 30348-5108
Telephone: 1-800-456-6004
Web Address: www.consumerdisclosure.com

Insurance Score (Credit History) Information:

TransUnion National Disclosure Center
P.O. Box 1000
Chester, PA 19022
Telephone: 1-800-645-1938
Web Address: www.transunion.com

Remember:

- You have the right to a free copy of the consumer report(s) listed above. Simply contact the agency(ies) listed above within 60 days of receipt of this notice.
- You have the right to dispute the accuracy or completeness of any information in a consumer report. Simply contact the agency to discuss or dispute any information in the report.
- The consumer reporting agency(ies) did not make the pricing determination and cannot answer questions regarding your Travelers policy.
- Notify us if your information changes. We will reevaluate your situation, which could save you money.

Travelers Policy 042

The information from your credit report is used to create an insurance score. Your insurance score was impacted by:

To learn more about how your credit relates to your insurance policy please contact our Insurance Score Resource Center at 1-800-550-7717. For any other questions, please contact your Travelers agent or representative.

Please note: this information does not necessarily reflect a poor or average credit standing.

A DESCRIPTION OF YOUR ADDITIONAL RIGHTS:

You have a right to a written statement containing specific items of information that support the reason given for our action and the names and addresses of the institutional sources and insurance support organizations that supplied the items of information.

You also have the right to see and obtain a copy of all recorded information which we used to take this action or to be told the nature and substance of that information after properly identifying yourself.

You must make a written request within 90 business days of the date of this notice to exercise these rights.

If you disagree with the accuracy of the recorded information used to take this action, you have the right to request in writing a change, correction, or deletion of the recorded information in dispute. If we refuse your request, you have the right to file a statement containing supplemental information or explaining why you disagree. We will put your statement in our file so that anyone reviewing your file will see it.

Travelers Policy 043

Important Notice about Billing Options and Disclosures

This notice contains important information about our billing options and charges for policy 601865946 203 1.

You have chosen to pay your insurance premium in monthly installments by Electronic Funds Transfer (EFT). Please note that a service charge of \$2.00 will apply per installment. In the event that your payment is returned by your bank, it may result in the automatic conversion of your account from Electronic Funds Transfer (EFT) to Bill by Mail / Email.

If your billing needs change, you may pay your premium by:

Bill Plan	Monthly	Pay in Full
Electronic Funds Transfer (EFT)	\$2.00	No Charge
Recurring Credit Card (RCC)	\$2.00	No Charge
Bill by Mail / Email	\$5.00	No Charge
Late Charge: \$10.00 per occurrence		
Payments returned by your bank: \$25.00 per occurrence		

In the event two payments are returned during a 12 month period you will be required to pay with guaranteed funds for 182 days from the date of the last returned payment. Guaranteed funds are credit card, bank check, money order or home banking payments. Other forms of payment will be returned. You will not be eligible to use our Electronic Funds Transfer (EFT) or Recurring Credit Card (RCC) payment plans.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

If you have multiple policies with us you may be able to combine those policies into a single billing account. If you have selected one of our monthly billing options, and you combine your policies into a single billing account, you will be charged just one service charge per installment, and not per individual account.

To add this policy to an existing billing account or if you have other questions about this notice, please call your insurance representative at 1-800-842-5075.

EXHIBIT 5

Declarations Page 06
TRAVELERS

TRAVELERS
PO BOX 59059
KNOXVILLE, TN 37950-9059
00000

November 6, 2019

Your Policy



601865946 203 1
01/15/2019 to 01/15/2020

12:01 A.M. STANDARD TIME
At the address shown in Item 1
of your Policy Declarations



Log in to MyTravelers.com to manage
your policy and billing details.

KELLY J OBIADI
5014 W WIKIEUP LN
GLENDALE, AZ 85308-9232

Your insurance policy has changed

As a Travelers insurance customer, you have more than 150 years of experience, financial stability and superior claim service behind you, so you can feel protected – especially when you need us most.

Review your updated policy documents

No one understands your needs better than you. So please take a moment to review and confirm your new insurance policy details, including:

- Your Declarations page, listing the coverage you purchased, your coverage limits and deductibles
- Other important documents, including our privacy notice, billing options and more

Superior Service

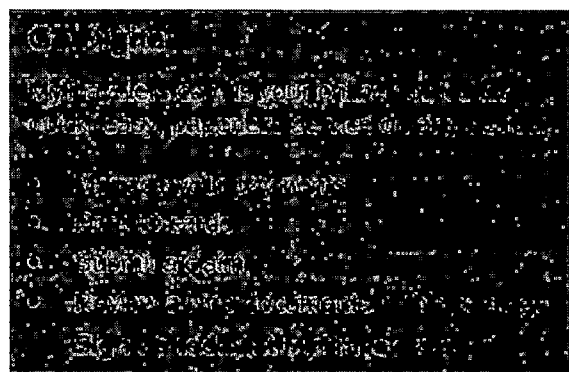
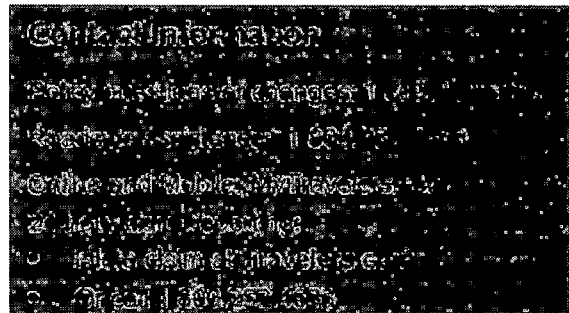
At Travelers, we provide fast, efficient claim service and 24/7 claim reporting. We're proud to put our talent, expertise and resolution excellence to work for you.

On behalf of TRAVELERS, thank you for choosing Travelers to help you protect what matters. It's Better Under the Umbrella®.

Sincerely,

Michael Klein

Michael Klein
President, Travelers Personal Insurance



Take advantage of
our other coverage
options and
multi-policy discount



HOME



BOAT & YACHT



UMBRELLA



VALUABLES

Call your agent or Travelers
representative at 1.800.842.5075
to find out more!



Automobile Policy Declarations

1. Named Insured

KELLY J OBIADI
5014 W WIKIEUP LN
GLENDALE, AZ 85308-9232

Your Agency's Name and Address

TRAVELERS
PO BOX 59059
KNOXVILLE, TN 37950-9059

Your Auto Policy Number 601865946 203.1
Your Account Number 601865946

For Policy Service 1.800.842.5075
For Claim Service For questions on filing a
claim or to file a claim go to **Travelers.com** or call
1.800.252.4633
For Roadside Assistance 1.800.252.4633

2. Premium

This is change number 2, which is effective November 6, 2019.

- * This change decreases the premium by \$5 for the remainder of the policy period.
- * The policy period is from January 15, 2019 to January 15, 2020.
- * Multi-Policy discount has been added or changed.
- * These Declarations replace all prior Automobile Policy Declarations on the date on which this change is effective.

3. Your Vehicles

1. 2013 NISSA ALTIMA
2. 2009 MINI COOPER

Identification Numbers

1N4AL3AP4DC277883
WMWMF33569TT69012

4. Coverages, Limits of Liability and Premiums

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

	VEHICLE 1	VEHICLE 2
	13 NISSA ALTIMA	09 MINI COOPER
A. Bodily Injury		
\$100,000 each person		
\$300,000 each accident	\$509	\$411
B. Property Damage		
\$50,000 each accident	\$243	\$188
C. Medical Payments		
\$5,000 each person	\$81	\$46
D. Uninsured Motorists Bodily Injury		
\$100,000 each person		
\$300,000 each accident	\$105	\$105
D1. Underinsured Motorists Bodily Injury		
\$100,000 each person		
\$300,000 each accident	\$48	\$48



4. Coverages, Limits of Liability and Premiums (continued)

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

	VEHICLE 1	VEHICLE 2
	13 NISSA ALTIMA	09 MINI COOPER
E. Collision		
Actual Cash Value less \$500 deductible	\$455	\$331
F. Comprehensive		
Actual Cash Value less \$500 deductible	\$272	\$131
Glass Deductible See Endorsement E1OCW02 (01-15) \$0 deductible	Incl	Incl
Extended Transportation Expenses See Endorsement E1MCW00 (03-12) \$30 per day/\$900 maximum	\$21	\$21
Roadside Assistance Coverage See Endorsement E1RCW01 (06-13) Up to 15 miles per disablement	\$10	\$10
Subtotal for your vehicle(s):	\$1,744	\$1,291



This is not a bill. You will be billed separately for this transaction.

5. Information Used to Rate Your Policy

Discounts

- Multi-Policy Discount
- Multi-Car Discount
- Good Payer Discount
- EFT Discount
- Affinity Discount
- Continuous Insurance Discount
- Early Quote Discount



Drivers	Date of Birth	Gender	Marital Status	Driver Type
1. KELLY	10-17-1964	Female	Single	Licensed
2. CAMERON	09-26-1988	Male		Insured Elsewhere



Named Insured KELLY J OBIADI
 Policy Period January 15, 2019 to January 15, 2020

Policy Number 601865946 203 1
 Issued On Date November 6, 2019

5. Information Used to Rate Your Policy (continued)

Drivers	Date of Birth	Gender	Marital Status	Driver Type
3. MELLISSA	11-18-1991	Female	Single	Licensed

Vehicles	Use of Vehicle	Mileage	Location of Vehicle
1. 13 NISSA ALTIMA	Commute	Not Verified	GLENDALE, AZ
2. 09 MINI COOPER	Commute	Not Verified	GLENDALE, AZ

Safe Driver Discount – Driving/Loss History Used to Determine Eligibility for Discount

Drivers/Vehicles	Incident	Date	Status
KELLY	Accident	05-28-16	Used

If any of the information above is incorrect or has changed, please notify your Travelers representative immediately.

6. Other Information

Your Insurer

TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY
 ONE TOWER SQUARE, HARTFORD, CT 06183

ADOT Number

0809

Lienholder/Loss Payees Information

13 NISSA ALTIMA	NMAC
VIN # 1N4AL3AP4DC277883	PO BOX 660577
	DALLAS, TX 75266-0577
	LOAN #

Policy Coverage Sections and Endorsements That Form a Part of This Policy:

G01AZ03 (05-17)	General Provisions Section
L01AZ01 (04-16)	Liability Coverage Section
M01AZ01 (04-16)	Medical Payments Coverage Section
U01AZ01 (04-16)	Uninsured Motorists Coverage Section
D01AZ01 (04-16)	Underinsured Motorists Coverage Section
P01CW02 (05-15)	Damage To Your Auto Coverage Section
S01AZ01 (05-15)	Signature Page
E1MCW00 (03-12)	Extended Transportation Expenses
E1OCW02 (01-15)	Glass Deductible
E1RCW01 (06-13)	Roadside Assistance Coverage

Issued on 11/06/2019



6. Other Information (continued)

FOR YOUR INFORMATION

For information about how Travelers compensates independent agents and brokers, please visit www.Travelers.com or call our toll free telephone number 1-866-904-8348. You may also request a written copy from Marketing at One Tower Square, 2GSA, Hartford, Connecticut 06183.

It is important that the information we used to rate your policy is correct. It is your responsibility to make sure that the information on these Declarations is accurate and complete, including checking that you are receiving all the discounts for which you are eligible. To see a full list of discounts offered, including discounts for having multiple policies with us or being a good driver, go to www.travelers.com/discounts. Once at the website, type in your policy number 6018659462031 and product code QA2 to view the discounts available. If any of the information on the Declarations has changed, appears incorrect, or is missing, please advise your Travelers agent or representative immediately. Your Travelers agent or representative is also available to review the information on the Declarations with you.

EXHIBIT 6



Farmers Insurance
PO Box 2602
Grand Rapids MI
49501-2602

April 2, 2020

Insured:
Policy Number:
Claim Number:



Loss Date: 5/30/2019

Policy Term: 6 Months

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

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



Auto Insurance Declaration Page

Policy Number: [REDACTED]
Effective: 1/5/2019 12:01 AM
Expiration: 7/5/2019 12:01 AM
Named Insured(s): [REDACTED]
 Gilbert, AZ 85295-3500

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

Premiums/Fees

Policy Premium	\$1,935.90
Fees (*also see Information on Additional Fees below)	\$1.50
Policy Premium and Fees	\$1,937.40

This is not a bill.
Your bill with the amount due will be mailed separately.

Household Drivers

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

Name	Driver Status	Name	Driver Status
[REDACTED]	Covered	[REDACTED]	Covered
[REDACTED]	Covered	[REDACTED]	Covered

Vehicle Information

Veh. #	Year/Make/Model/VIN	Coverage	Deductible	Limit
1	2011 Toyota Prius Hybrid 5D [REDACTED]	Comprehensive:	\$100	
		Collision:	\$1,000	
2	2015 Lincoln Mkc 4D 2Wd [REDACTED]	Comprehensive:	\$100	
		Collision:	\$1,000	
3	2011 Hyundai Elantra 4D Gls/Limited [REDACTED]	Comprehensive:	\$100	
		Collision:	\$1,000	

Coverage Information

Coverage	Limits (applicable to all vehicles)	Premiums by Vehicle		
		Vehicle 1	Vehicle 2	Vehicle 3
Bodily Injury Liability	\$100,000 each person \$300,000 each accident	\$225.70	\$150.20	\$239.30
Property Damage Liability	\$50,000 each accident	\$137.10	\$122.70	\$231.50
Medical Coverage		Not Covered	Not Covered	Not Covered
Uninsured Motorist	\$100,000 each person \$300,000 each accident	\$24.50	\$33.60	\$43.60

farmers.com

Policy No. [REDACTED]

Questions?
 Call your agent/producer [REDACTED]

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

Declaration Page (continued)

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

Fee Detail

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

Discounts

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

Lienholder and Additional Interest

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

Losses and Citations

Driver	Type	Date
[REDACTED]	Loss	[REDACTED]

farmers.com

Policy No. [REDACTED]

Questions?

Call your agent/producer [REDACTED]

Manage your account:

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

Declaration Page (continued)

Policy and Endorsements

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

Other Information

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

*Information on Additional Fees

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

- 1. Service Charge per Installment** (In consideration of our agreement to allow you to pay in installments):
 - For Recurring Electronic Funds Transfer (EFT) and fully enrolled online billing (paperless): **\$0.00** (applied per account)
 - For other Recurring EFT plans: **\$2.00** (applied per account)
 - For all other payment plans: **\$5.00** (applied per account)
- 2. Late Fee: \$0.00** (applied per account)
- 3. Returned Payment Charge: \$25.00** (applied per check, electronic transaction, or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account)
- 4. Reinstatement Fee: \$25.00** (applied per policy)

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

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

farmers.com

Policy No. [REDACTED]

Questions?
Call your agent/producer [REDACTED]

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



Personal Auto Policy

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Declarations Page

Your Declarations Page is attached.

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READ YOUR POLICY CAREFULLY.

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

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Personal Auto Policy (continued)

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

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

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

Legal Action Against Us

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

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

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

Conformity with Financial Responsibility Laws

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

Out of State Coverage

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

Other Insurance

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

Part II - Uninsured and Underinsured Motorist Coverage

Coverage C - Uninsured Motorist Coverage

Insuring Agreement - Uninsured Motorist Bodily Injury Coverage

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

Coverage C1 - Underinsured Motorist Coverage

Insuring Agreement - Underinsured Motorist Bodily Injury Coverage

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

Additional Definitions Used in This Part Only

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

Personal Auto Policy (continued)

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

Insured person does not mean:

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

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

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

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

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

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

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

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

Exclusions - What is Not Insured in Part II

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

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

Personal Auto Policy (continued)

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

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

Additional Duties for Part II - Uninsured and Underinsured Motorist Coverage

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

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

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

Limits of Liability

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

Personal Auto Policy (continued)

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

Other Insurance

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

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

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

Arbitration

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

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

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

Part III- Medical Expense Coverage

Insuring Agreement - Medical Expense Coverage

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

BRISTOL WEST INSURANCE
 underwritten by
 COAST NATIONAL INSURANCE COMPANY

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

PERSONAL AUTO DECLARATION

(Page 1)

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

* Unless cancelled sooner for valid reasons.

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

Named Insured:

[REDACTED]

SAN TAN VLY AZ 85140-4420

[REDACTED]

Telephone [REDACTED]

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

Transaction Description
 POLICY DECLARATION

Drivers

Drivers on Policy	Rated	SR22	Birth	Mar	Sex
[REDACTED]	Rated	N	04/11/85	M	M
[REDACTED]	Rated	N	03/24/86	M	F

Forms and Endorsements

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

Vehicle 1 PREMIUM \$ 402.00

Year / Make / Model: 2012 DODG GRAND CARAVAN SE
 Vehicle Identification #: [REDACTED]
 Vehicle Use: Pleasure
 Surcharges:
 Discounts: HOMEOWNER, CONTINUOUS INSURANCE, SAFE DRIVER DISCOUNT, MULTI-CAR, MULTI-POLICY, 3 YEARS CLEAN, ADVANCED PURCHASE, PRIOR INSURANCE, GO PAPERLESS, ADVANCE QUOTE, EFT
 Garaging Location: [REDACTED] SAN TAN VLY. AZ 85140
 Loss Payee: N/A
 Additional Interest: N/A

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

Deb Powell
 Authorized Signature
 Page 1 of 2

BRISTOL WEST INSURANCE
 underwritten by
 COAST NATIONAL INSURANCE COMPANY

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

PERSONAL AUTO DECLARATION

(Page 2)

POLICY NUMBER	Policy Period	
	From	To
	07/19/20	01/19/21 12:01 a.m.

later of 12:01 a.m. or
 time application is executed

* Unless cancelled sooner for valid reasons.

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

Named Insured:

SAN TAN VLY AZ 85140-4420

Telephone:

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

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

Debra E. Powell
 Authorized Signature
 Page 2 of 2



Arizona

**Personal Auto
Policy**

e-COPY

Claims

1-800-274-7865

All Other Calls

1-888-888-0080

(Toll-Free)

Coast National Insurance Company

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ARIZONA

PERSONAL AUTO POLICY

AGREEMENT

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

GENERAL DEFINITIONS

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

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

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

**INSURING AGREEMENT – UNINSURED
MOTORIST COVERAGE**

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

**INSURING AGREEMENT – UNDERINSURED
MOTORIST COVERAGE**

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

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

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

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

ADDITIONAL DEFINITIONS

When used in this Part C:

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

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

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

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

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

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

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

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

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

Coverage under Part C does not apply:

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

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

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

LIMIT OF LIABILITY

A. Split Limit of Liability

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

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

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

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

B. Combined Single Limit

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

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

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

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

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

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

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

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

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

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

OTHER INSURANCE

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

Arizona Personal Auto Policy Endorsement

Please be aware of the following changes to your policy:

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

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

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

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

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

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

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

11. **Non-owned auto** means any private passenger auto, pickup, van or trailer not owned by or furnished or available for the regular use of you or any family member while in the custody of, or being operated by, you or any family member.

Non-owned auto includes a rental vehicle only if the following conditions are met:

- a. The rental vehicle is not owned by or furnished or available for the regular use of you or any family member;
- b. The rental vehicle is operated within the United States, its territories or possessions, and Canada;
- c. The rental vehicle is a private passenger automobile and not a motor home, camper, travel trailer, U-Haul type moving truck, or customized van;
- d. The rental vehicle is owned by a person engaged in business of renting or leasing vehicles rented or leased without a driver to persons other than the owner and is registered in the name of such owner; and
- e. The rental vehicle is rented under a rental agreement with a term no longer than thirty consecutive days.

Non-owned auto does not include a vehicle that is not in the lawful possession of the person operating it.

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

Insured person does not mean:

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

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

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

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

Insured person does not mean:

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

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

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

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

Insured person does not mean:
Any person while operating any auto that is available for hire or while using any auto that is part of a **Personal Vehicle Sharing Program, Commercial Ridesharing Program** or similar arrangement.

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

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

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

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

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

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

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

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

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

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

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

AZ-PCE-01 (03/16)

[REDACTED]
GLENDALE, AZ 85308

[REDACTED]
PEORIA, AZ 85383



Policy Number: [REDACTED]
Underwritten by:
Progressive Preferred Insurance Co
May 22, 2019
Policy Period: May 23, 2019 - Nov 23, 2019
Page 1 of 3

[REDACTED]

Contact your agent for personalized service.

progressiveagent.com

Online Service

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

1-800-274-4499

To report a claim.

Auto Insurance Coverage Summary

This is your Declarations Page Your coverage has changed

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

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

Policy changes effective May 23, 2019

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

Drivers and resident relatives

[REDACTED]

Additional information

Named insured

Policy Number: [REDACTED]
 [REDACTED]
 Page 2 of 3

Outline of coverage

2017 FORD F150 CREW PICKUP

VIN: [REDACTED]

Garaging ZIP Code: 85383

Primary use of the vehicle: Commute

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

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

2012 MINI COOPER S 2 DOOR HATCHBACK

VIN: [REDACTED]

Garaging ZIP Code: 85383

Primary use of the vehicle: Commute

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

	Limits	Deductible	Premium
Liability To Others			\$2,083
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist	\$250,000 each person/\$500,000 each accident		123
Underinsured Motorist	\$250,000 each person/\$500,000 each accident		135
Total premium for 2012 MINI			\$2,341

2013 SUBARU IMPREZA STATION WAGON

VIN: [REDACTED]

Garaging ZIP Code: 85383

Primary use of the vehicle: Pleasure

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

Information regarding your vehicle history (prior damage, theft or title issues) has impacted how we determine your premium.

	Limits	Deductible	Premium
Liability To Others			\$2,612
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist	\$250,000 each person/\$500,000 each accident		132
Underinsured Motorist	\$250,000 each person/\$500,000 each accident		147
Roadside Assistance			52
Total premium for 2013 SUBARU			\$2,943

Policy Number: [REDACTED]
 Page 3 of 3

1968 INTL INTL

VIN: [REDACTED]

Garaging ZIP Code: 85383

Primary use of the vehicle: Pleasure

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

	Limits	Deductible	Premium
Liability To Others			\$850
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident		
Property Damage Liability	\$100,000 each accident		
Uninsured Motorist	\$250,000 each person/\$500,000 each accident		38
Underinsured Motorist	\$250,000 each person/\$500,000 each accident		48
Roadside Assistance			92
Total premium for 1968 INTL			\$1,028
Subtotal policy premium			\$11,111.00
Automobile Theft Authority Fee			2.00
Total 6 month policy premium and fees			\$11,113.00

Premium discounts

Policy: [REDACTED] Multi-Policy, Association Membership, Home Owner, Multi-Car, Continuous Insurance: Platinum and Paid in Full

Driver: [REDACTED] Teen Driver

Agent countersignature

Winters

Company officers

P. J. Roberts

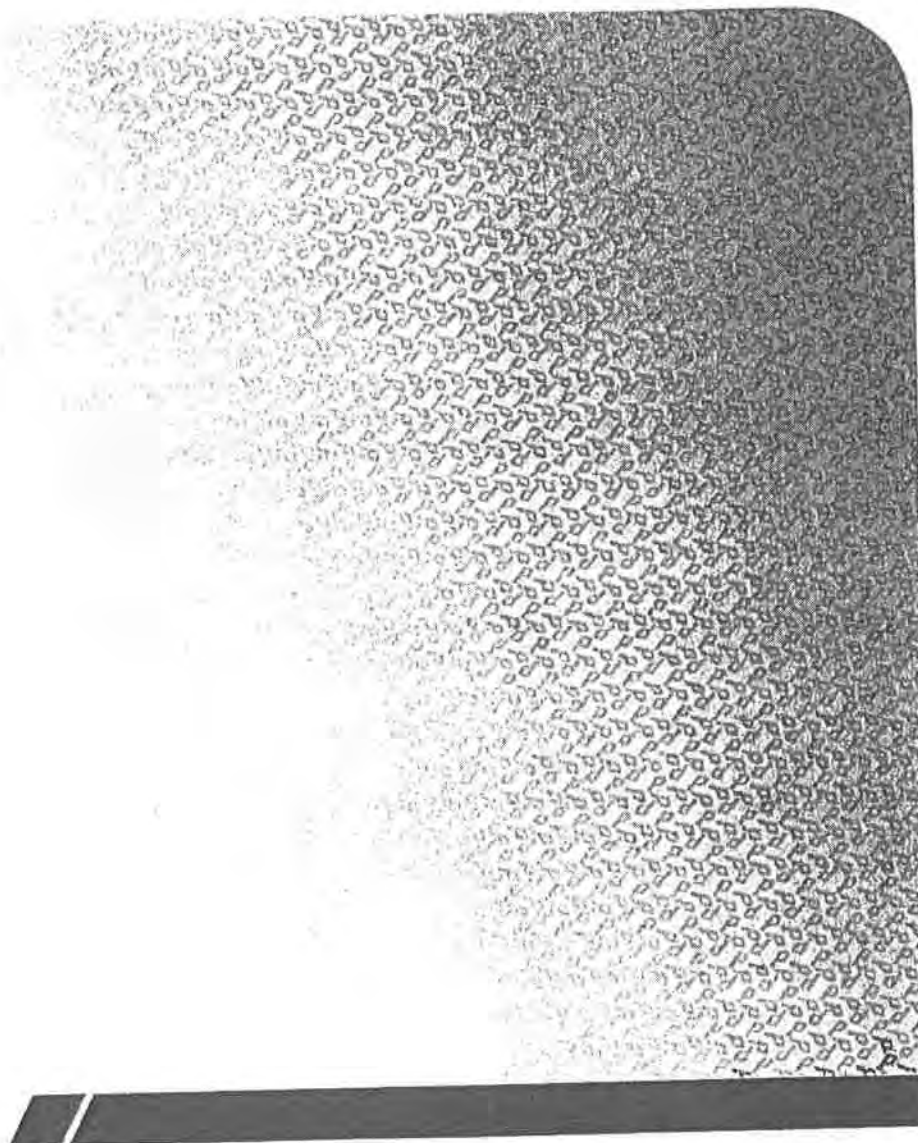
Secretary

9611A AZ 0815



ARIZONA

AUTO POLICY



Form 9611A AZ (08/15)
version 2.0

PROGRESSIVE[®]
AUTO

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ing a vehicle or trailer, other than a **covered auto**, will be excess over any other auto insurance providing payments for **medical services**.

PART III—UNINSURED AND UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT—UNINSURED MOTORIST COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:

1. sustained by an **Insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance or use of an **uninsured motor vehicle**.

INSURING AGREEMENT—UNDERINSURED MOTORIST COVERAGE

If **you** pay the premium for this coverage, **we** will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**:

1. sustained by that **Insured person**;
2. caused by an accident; and
3. arising out of the ownership, maintenance, or use of an **underinsured motor vehicle**.

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

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

ADDITIONAL DEFINITIONS

When used in this Part III:

1. "**Insured person**" means:
 - a. **you**, a **relative**, or a **rated resident**;
 - b. any person while operating a **covered auto** with the permission of **you**, a **relative**, or a **rated resident**;
 - c. any person **occupying**, but not operating, a **covered auto**; and
 - d. any person who is entitled to recover damages covered by this Part III because of **bodily injury** sustained by a person described in a., b. or c. above.
2. "**Underinsured motor vehicle**" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident, but the sum of all applicable limits of liability for **bodily injury** is less than the total damages for **bodily injury** resulting from the accident.

An **underinsured motor vehicle** does not include any motorized vehicle or equipment:

- a. operated on rails or crawler treads;
 - b. designed mainly for use off public roads, while not on public roads;
 - c. while located for use as a residence or premises;
 - d. shown on the **declarations page** of this policy, unless the injured **insured person** is **you** or a **relative** and **we** have paid that person under Part I—Liability To Others an amount that is less than the limit shown on the **declarations page** for coverage under this Part III; or
 - e. that is an **uninsured motor vehicle**.
3. **"Uninsured motor vehicle"** means a land motor vehicle or trailer of any type:
- a. to which no bodily injury liability bond or policy applies at the time of the accident;
 - b. to which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (i) denies coverage; or
 - (ii) is or becomes insolvent;
 - c. to which a bodily injury liability bond or policy applies at the time of the accident, but its limit of liability for bodily injury is less than the minimum limit of liability for bodily injury specified by the financial responsibility law of the state of Arizona; or
 - d. whose owner or operator cannot be identified and which causes an accident resulting in **bodily injury** to an **insured person**, provided that:
 - (i) the **insured person**, or someone on his or her behalf, reports the accident to the police or civil authority within 24 hours or as soon as practicable after the accident; and
 - (ii) independent corroborative evidence exists to prove that the **bodily injury** was caused by the unidentified operator of the motor vehicle. The testimony of an **insured person** seeking payment under this Part III shall not constitute independent corroborative evidence unless the testimony is supported by additional evidence.

An **"uninsured motor vehicle"** does not include any vehicle or equipment:

- a. owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent;
- b. operated on rails or crawler treads;
- c. designed mainly for use off public roads, while not on public roads;
- d. while located for use as a residence or premises;
- e. that is a **covered auto**; or
- f. that is an **underinsured motor vehicle**.

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

Coverage under this Part III will not apply:

1. to **bodily injury** sustained by any person while using or **occupying** a **covered auto** while being used:
 - (i) to carry persons or property for compensation or a fee; or
 - (ii) for retail or wholesale delivery, **including, but not limited to**, the pickup, transport or delivery of magazines, newspapers, mail or food.This exclusion does not apply to shared-expense car pools or use of an auto by an

- insured person** in the course of that person's **volunteer work** for an organization that is tax-exempt under Arizona law;
2. directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law;
 3. to any punitive or exemplary damages;
 4. to **bodily injury** arising out of the ownership, maintenance or use of any vehicle or trailer while being used for **ride-sharing activity**. However, this exclusion will only be effective for losses occurring on or after March 1, 2016; or
 5. to **bodily injury** arising out of the use of a **covered auto** while being used in connection with a **personal vehicle sharing program**. This exclusion does not apply to the operation of a **covered auto** by **you**, a **relative**, or a **rated resident**.

LIMITS OF LIABILITY

The limit of liability shown on the **declarations page** for Uninsured Motorist Coverage and Underinsured Motorist Coverage is the most **we** will pay regardless of the number of:

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

If **your declarations page** shows a split limit:

1. the amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person; and
2. subject to the "each person" limit, the amount shown for "each accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one accident.

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

If the **declarations page** shows that "combined single limit" or "CSL" applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

The damages recoverable under this Part III for accidents involving:

1. an **uninsured motor vehicle** will be reduced by:
 - a. all sums paid because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible;
 - b. all sums paid under Part I—Liability To Others;

- c. all sums paid or payable under Part II—Medical Payments Coverage; and
 - d. all sums paid or payable because of **bodily injury** under any of the following or similar laws:
 - (i) workers' compensation law; or
 - (ii) disability benefits law.
2. an **underinsured motor vehicle** will be reduced by:
- a. the total limits of all applicable liability insurance policies, including all sums paid under Part I—Liability to Others; and
 - b. the difference between the **bodily injury** limits of the applicable liability policies and bonds and any amounts paid to the **insured person** under those policies and bonds, if an **insured person** enters into a settlement agreement for an amount less than the sum of the available limits of liability under all applicable bodily injury liability bonds and policies.

However, if **you** or a **relative** recover under both Part I—Liability To Others and Part III—Uninsured and Underinsured Motorist Coverage for a claim involving a **covered auto**, **your** maximum combined recovery under both coverages is the limit of liability shown on the **declarations page** for Uninsured and Underinsured Motorist Coverage.

Any payment made under Part I—Liability To Others for **bodily injury** in any amount equal to or less than the limits shown on the **declarations page** for coverage under Part I—Liability To Others shall preclude payment under Uninsured Motorist Coverage based on the fault of the person insured under Part I.

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

If multiple policies or coverages purchased from **us** or an affiliated company by an **insured person** on different vehicles provide Uninsured Motorist Coverage or Underinsured Motorist Coverage which applies to the same accident, the **insured person** shall select one of these policies or coverages to apply to the accident. Only the one policy or coverage selected by the **insured person** shall apply and no coverage will be provided by any of the other policies or coverages.

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage limits. However, any insurance **we** provide with respect to a vehicle that is not a **covered auto** will be excess over any other uninsured or underinsured motorist coverage.

If an **auto** to which Uninsured Motorist Coverage applies under this Part III is in an accident while being used by a person employed by or engaged in an **auto business**, and there is an applicable liability insurance policy or bond issued to or for that business, its employees, officers or agents, then **our** Uninsured Motorist Coverage shall be excess to that insurance. If **you** or a **relative** are operating an **auto you** do not own that is used in an **auto business**, any uninsured motorist coverage issued to or for that business for that **auto** shall be excess to the Uninsured Motorist Coverage provided under this Part III.

ARBITRATION

If **we** and an **insured person** cannot agree on:

1. the legal liability of the operator or owner of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
2. the amount of the damages sustained by the **insured person**;
this will be determined by arbitration if **we** or the **insured person** make a written demand for arbitration. For claims involving an **uninsured motor vehicle**, the written demand must be made within three years after the date of the accident, except that an **insured person** may make a claim within three years after the earliest of the date the **insured person**:
 1. knew the tortfeasor was uninsured;
 2. knows or should have known that coverage was denied by the tortfeasor's insurer;
or
 3. knows or should have known of the insolvency of the tortfeasor's insurer.

For claims involving an **underinsured motor vehicle**, the written demand must be made within three years after the date:

1. the **insured person** knows or should have known that the tortfeasor had insufficient liability insurance to cover the **insured person's** injuries; or
2. of the accident. However, the **insured person** must have made a claim with the tortfeasor's insurer or filed an action against the tortfeasor within two years of the date of the accident or within the bodily injury statute of limitations in the state in which the accident occurred.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If the two arbitrators cannot agree on a third arbitrator within 30 days, then on joint application by the **insured person** and **us**, the third arbitrator will be appointed by a court having jurisdiction.

Each party will pay the costs and fees of its arbitrator and any other expenses it incurs. The costs and fees of the third arbitrator will be shared equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides. Local rules of procedure and evidence will apply. However, no attorney fees or costs may be awarded or recovered in any claim submitted to arbitration.

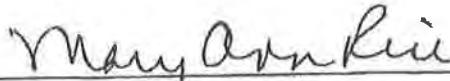
A decision agreed to by two of the arbitrators will be binding with respect to a determination of:

1. the legal liability of the operator or owner of an **uninsured motor vehicle** or **underinsured motor vehicle**; and
 2. the amount of the damages sustained by the **insured person**.
- The arbitrators will have no authority to award an amount in excess of the limit of liability.

We and an **insured person** may agree to an alternate form of arbitration.

STATE OF TEXAS.


Before me, the undersigned notary public for the State of Texas, on this day personally appeared Mary Ann Rice, Administrative Support Manager and custodian of records of USAA Casualty Insurance Company, and after being by me duly sworn and upon her oath says that an exact duplicate of the USAA Casualty Insurance Company, [REDACTED], including any applicable endorsements and forms, issued to [REDACTED] effective on February 19, 2015, has been prepared under her direction and is attached hereto.



Mary Ann Rice,
Administrative Support Manager

Subscribed and sworn to before me by said Mary Ann Rice, Administrative Support Manager, this 3 day of October, 2016 at San Antonio, Texas, to certify which witness my hand and seal at office.





Angela Kaye Catherman
Notary Public
State of Texas
My commission expires on September 12, 2019



PAGE 1
MAIL MCH-M-I
Y1392
SEPTEMBER 24, 2014

AUTOMOBILE POLICY PACKET



TEMPE AZ 85284-3352

CIC 

POLICY PERIOD: EFFECTIVE OCT 30 2014 TO APR 30 2015

IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

This policy provides limited coverage for injury to any family member caused by another family member. Please see your Auto Policy, Part A, Limit of Liability.

Thank you for renewing your policy and allowing us to continue servicing your insurance needs. If you have any concerns or need to modify or cancel the renewal policy, please contact us immediately.

Your Uninsured Motorists Coverage (UM) and Underinsured Motorists Coverage (UIM) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on usaa.com. Or you may call us at 1-800-531-USAA (8722).

Windshield repair fraud is fast becoming more widespread. Read what you can do to protect yourself and help keep premiums affordable for all policyholders. Refer to the enclosed flier titled, "Prevent Windshield Repair Fraud."

TEXTING & DRIVING ... It Can Wait! Join USAA in the movement against distracted driving by going to <http://itcanwait.usaa.com> to watch powerful videos and take the pledge to not text and drive!

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

To receive this document and others electronically, or manage your Auto Policy online, go to usaa.com.

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

ACS1

49708-0406



USAA CASUALTY INSURANCE COMPANY
 (A Stock Insurance Company)
 9800 Fredericksburg Road - San Antonio, Texas 78288
ARIZONA AUTO POLICY
RENEWAL DECLARATIONS
 (ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I
 RENEWAL OF

State	14 16	Veh	POLICY NUMBER
AZ	383383	Ter	
POLICY PERIOD: (12:01 A.M. standard time)			
EFFECTIVE OCT 30 2014 TO APR 30 2015			
OPERATORS			
01	[REDACTED]		
02	[REDACTED]		

Named Insured and Address

[REDACTED]
 TEMPE AZ 85284-3352

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE*	WCR#30-100	Miles Over View	Days Per Work
14	98	MERCEDES	SLK 230	CONV	2000	[REDACTED]	P			
16	01	MERCEDES	E CLASS	4 DOOR	2000	[REDACTED]	P			

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * WC-Work/School, B-Business, F-Farm, P-Pleasure

VEH 14 TEMPE AZ 85284-3352
 VEH 16 TEMPE AZ 85284-3352

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES	LIMITS OF LIABILITY (*ACV* MEANS ACTUAL CASH VALUE)	VEH 14		VEH 16		VEH		VEH	
		D=DED AMOUNT	6-MONTH PREMIUM \$	D=DED AMOUNT	6-MONTH PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
PART A - LIABILITY									
BODILY INJURY	EA PER \$ 300,000								
	EA ACC \$ 500,000		52.26		79.10				
PROPERTY DAMAGE	EA ACC \$ 100,000		31.86		46.42				
PART B - MEDICAL PAYMENTS									
	EA PER \$ 25,000		23.98		25.43				
EXTENDED BENEFITS									
WAGE EARNER DISAB	\$2,000 PER 30-DAY PERIOD		5.95		5.95				
ESSENTIAL SVCS DISAB	\$45 WK								
PART C - UNINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 300,000								
	EA ACC \$ 500,000		24.41		24.41				
PART C - UNDERINSURED MOTORISTS									
BODILY INJURY	EA PER \$ 300,000								
	EA ACC \$ 500,000		12.66		12.66				
PART D - PHYSICAL DAMAGE COVERAGE									
COMPREHENSIVE LOSS	ACV LESS	D1000	28.61	D1000	39.50				
COLLISION LOSS	ACV LESS	D1000	56.81	D1000	77.26				
FULL SAFETY GLASS COV									
TOWING AND LABOR			7.00		7.00				

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

ENDORSEMENTS: ADDED 10-30-14 - NONE
 REMAIN IN EFFECT (REFER TO PREVIOUS POLICY) - ACCFORAZ(01) A099(01) A402(01)
 S100AZ(03)
 INFORMATION FORMS: NIPFPP(05) 94629(01)

F3
 14 RMF6600000 16 RMM6700000

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date SEPTEMBER 24, 2014

Steven Alan Bennett
 Steven Alan Bennett, Secretary

Alan W. Krapf
 Alan W. Krapf, President



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)
 9800 Fredericksburg Road - San Antonio, Texas 78288
ARIZONA AUTO POLICY
 RENEWAL DECLARATIONS
 (ATTACH TO PREVIOUS POLICY)

State		Veh	POLICY NUMBER
AZ		Terr	
POLICY PERIOD:		(12:01 A.M. standard time)	
EFFECTIVE OCT 30 2014 TO APR 30 2015			

Named Insured and Address

[REDACTED]
 TEMPE AZ 85284-3352

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE SYM	WORK/SCHOOL	
								Miles per Mo	Days per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. W=Work/School, B=Business, F=Farm, P=Plasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES ("ACV" MEANS ACTUAL CASH VALUE)	VEH		VEH		VEH		VEH	
	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$	D=DED AMOUNT	PREMIUM \$
VEHICLE TOTAL PREMIUM		243.54		317.73				
6 MONTH PREMIUM \$ 561.27 PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW. EARNED ACCIDENT FORGIVENESS APPLIES WITH FIVE YEARS CLEAN DRIVING WITH USAA. THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR: VEH 14 - RENTAL REIMBURSEMENT VEH 16 - RENTAL REIMBURSEMENT								

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date SEPTEMBER 24, 2014

Steven Alan Bennett
 Steven Alan Bennett, Secretary

Alan W. Krapf
 Alan W. Krapf, President



SUPPLEMENTAL INFORMATION

EFFECTIVE OCT 30 2014 TO APR 30 2016

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or senior citizen status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 14

ANNUAL MILEAGE DISCOUNT	-\$	31.98
MULTI-CAR DISCOUNT	-\$	21.83
PASSIVE RESTRAINT DISCOUNT	-\$	5.28
PREMIER DRIVER DISCOUNT	-\$	34.66

VEHICLE 16

ANNUAL MILEAGE DISCOUNT	-\$	44.06
ANTI-THEFT DISCOUNT	-\$	8.09
MULTI-CAR DISCOUNT	-\$	30.08
PASSIVE RESTRAINT DISCOUNT	-\$	5.54
PREMIER DRIVER DISCOUNT	-\$	47.76



USAA
 9800 Fredericksburg Road
 San Antonio, Texas 78288

ARIZONA AUTO POLICY

READ YOUR POLICY, DECLARATIONS AND ENDORSEMENTS CAREFULLY

The automobile insurance contract between the named insured and the company shown on the Declarations page consists of this policy plus the Declarations page and any applicable endorsements. The Quick Reference section outlines essential information contained on the Declarations and the major parts of the policy.

The policy provides the coverages and amounts of insurance shown on the Declarations for which a premium is shown.

This is a participating policy. You are entitled to dividends as may be declared by the company's board of directors.

If this policy is issued by United Services Automobile Association ("USAA"), a reciprocal interinsurance exchange, the following apply:

- By purchasing this policy you are a member of USAA and are subject to its bylaws.
- This is a non-assessable policy. You are liable only for the amount of your premium as USAA has a free surplus in compliance with Article 19.03 of the Texas Insurance Code of 1981, as amended.
- The board of directors may annually allocate a portion of USAA's surplus to Subscriber's Accounts. Amounts allocated to such accounts remain a part of USAA's surplus and may be used as necessary to support the operations of the Association. A member shall have no right to any balance in the member's account except until following termination of membership, as provided in the bylaws.

QUICK REFERENCE

DECLARATIONS PAGE	
	Named Insured and Address Policy Period Operators Description of Vehicle(s) Coverages, Amounts of Insurance and Premiums Endorsements
Beginning on Page	3 Agreement and Definitions
Part A	4 Liability Coverage
	Definitions Insuring Agreement Bodily Injury Liability Coverage and Property Damage Liability Coverage Limit of Liability Supplementary Payments Exclusions Out of State Coverage Other Insurance
Part B	7 Medical Payments Coverage
	Definitions Insuring Agreement Medical Payments Coverage Extended Benefits Coverage Limit of Liability Exclusions Other Insurance Special Provisions

(Quick Reference continued on Page 2)

Part C 11	Uninsured Motorists Coverage Underinsured Motorists	Part E 20	General Provisions
	Definitions Insuring Agreement Uninsured Motorists Coverage Underinsured Motorists Coverage Limit of Liability Exclusions Other Insurance Non-Duplication		Bankruptcy Changes Conformity to Law Duties After an Accident or Loss Legal Action Against Us Misrepresentation Non-Duplication of Payment Our Right to Recover Payment Ownership
Part D 14	Physical Damage Coverage		Policy Period and Territory
	Definitions Insuring Agreement Comprehensive Coverage Collision Coverage Rental Reimbursement Coverage USAA Roadside Assistance Limit of Liability Payment of Loss Loss Payable Clause Waiver of Collision Deductible Exclusions No Benefit to Bailor Other Sources of Recovery Appraisal		Reducing the Risk of Loss Spouse Access Termination Transfer of Your Interest in this Policy Two or More Auto Policies

(PART B Cont'd.)

leased to others, or shared as part of a personal vehicle sharing program.

- 11. Sustained while a participant in, or in practice for, any driving contest or challenge.
- 12. Sustained as a result of a covered person's exposure to fungi, wet or dry rot, or bacteria.

OTHER INSURANCE

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

SPECIAL PROVISIONS

- A. To establish Wage Earner Disability Benefits, any covered person making a claim for income actually lost must submit all income-related documents we may reasonably require.

Income will be computed using the monthly rate being earned on the date of the accident and will be paid monthly as loss accrues. If not a salary or fixed amount, the monthly rate will be the average monthly income actually earned during the 12 months preceding the accident, or during the period the covered person actually was employed if less than 12 months.

- B. If your covered auto and every other motor vehicle you own are within the policy territory referred to in Part E - General Provisions, then coverage under Part B - Medical Payments Coverage will apply to you and any family member anywhere in the world.

PART C - UNINSURED MOTORISTS COVERAGE (referred to as UM Coverage)
UNDERINSURED MOTORISTS COVERAGE (referred to as UIM Coverage)

DEFINITIONS

- A. "Covered person" as used in this Part means:
 - 1. You or any family member.
 - 2. Any other person occupying your covered auto.
 - 3. Any person for damages that person is entitled to recover because of BI to which this coverage applies sustained by a person described in 1. or 2. above.
- B. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 - 1. To which no liability bond or policy applies at the time of the accident.
 - 2. To which a liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less

than the minimum limit for liability specified by Arizona's Vehicle Insurance and Financial Responsibility Law.

- 3. That is a hit-and-run motor vehicle. This means a motor vehicle whose owner or operator cannot be identified and that hits or that causes an accident resulting in BI without hitting:
 - a. You or any family member;
 - b. A vehicle you or any family member are occupying; or
 - c. Your covered auto.

If there is no physical contact with the hit-and-run motor vehicle, the facts of the accident must be proved. The person making the claim shall provide corroboration that the hit-and-run

(PART C Cont'd.)

motor vehicle caused the accident. Corroboration means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to such person's representation of the accident.

- 4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company denies coverage or is or becomes insolvent.

However, "uninsured motor vehicle" does not include a land motor vehicle or trailer of any type that is your covered auto.

- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of the accident, but the sum of the limits of liability under all liability bonds and insurance policies applicable at the time of the accident is less than the total damages for BI resulting from the accident.

However, "underinsured motor vehicle" does not include an uninsured motor vehicle.

- D. "Uninsured motor vehicle" and "underinsured motor vehicle" do not include any vehicle or equipment:
 - 1. Operated on rails or crawler treads, except for a snowmobile.
 - 2. Designed mainly for use off public roads while not on public roads.
 - 3. While located for use as a residence or premises.

INSURING AGREEMENT

A. Uninsured Motorists Coverage.

- 1. We will pay compensatory damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of BI sustained by a covered person and caused by an auto accident.

- 2. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. Underinsured Motorists Coverage.

- 1. We will pay compensatory damages which a covered person is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of BI sustained by a covered person and caused by an auto accident.
- 2. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the underinsured motor vehicle.

LIMIT OF LIABILITY

- A. For BI sustained by any one person in any one accident, our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative, or consequential damages recoverable by any persons, is the limit of liability shown on the Declarations for "each person" for UM Coverage or UIM Coverage, whichever is applicable. Subject to this limit for "each person," the limit of liability shown on the Declarations for "each accident" for UM Coverage or for UIM Coverage, whichever is applicable, is our maximum limit of liability for all damages for BI resulting from any one accident. These limits are the most we will pay regardless of the number of:

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

(PART C Cont'd.)

B. Any amount otherwise payable for damages under UM Coverage or UIM Coverage shall be reduced by all sums paid or payable because of the BI by or on behalf of persons or organizations who may be legally responsible. However, if coverage under Part A of this policy applies to the loss, the covered person will be entitled to recover under Part C of this policy no more than the difference between the amount available to the covered person under Part A and the limit of liability for UIM Coverage shown on the Declarations of this policy.

C. Any amount otherwise payable under UIM Coverage for damages to a covered person will be reduced by an amount equal to the difference between:

1. The amount available to that covered person under any bodily injury bonds or policies applicable to the underinsured motor vehicle; and
2. The amount recovered by the covered person as a result of a settlement between that covered person and the insurer of the underinsured motor vehicle.

However, any reduction of that covered person's damages will not reduce the limit of liability for UIM Coverage.

EXCLUSIONS

A. We do not provide UM Coverage for BI sustained by any covered person unless that covered person gives us written notice of their intent to pursue a claim under UM Coverage within three years after the date of the accident that caused the BI. This exclusion (A) does not apply if the covered person makes a claim under UM Coverage within three years after the date the covered person knew or should have known that the vehicle that caused the BI is an uninsured motor vehicle.

B. We do not provide UIM Coverage for BI sustained by any covered person unless that covered person:

1. Gives us written notice of the covered person's intent to pursue a UIM claim within three years after the date of the accident that caused the BI; and
2. Has made a claim with the insurance company of the owner or operator of the underinsured motor vehicle within two years or within the corresponding limitation period under the law of the location where the accident occurred.

This exclusion (B.) does not apply if the covered person makes a claim under UIM Coverage within three years after the date the covered person knew or should have known that the vehicle that caused the BI is an underinsured motor vehicle.

C. We do not provide UM Coverage or UIM coverage if the covered person has not filed suit within three years after providing the written notice prescribed in exclusions A. and B. above.

D. We do not provide UM Coverage or UIM Coverage for BI sustained by any covered person:

1. If that person or legal representative settles the BI claim without our consent.
2. While occupying your covered auto when it is being used as a public or livery conveyance. This exclusion (D.2.) does not apply to:
 - a. A share-the-expense car pool; or
 - b. Your covered auto used for volunteer work for a tax exempt A.R.S. section 43-1201(4) organization.
3. Using a vehicle without expressed or implied permission.
4. While your covered auto is rented or leased to others, or shared as part of a personal vehicle sharing program.

(PART C Cont'd.)

E. UM Coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' compensation law or similar disability benefits law.

F. We do not provide UM Coverage or UIM Coverage for punitive or exemplary damages.

a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

OTHER INSURANCE

A. If multiple policies or coverages purchased by one insured on different vehicles apply to an accident or claim, the insured has the right to select one policy or coverage which will apply to the claim.

B. If there is other applicable insurance for UM Coverage or UIM Coverage available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance issued to you by us providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own will be excess over any collectible insurance.
3. If the coverage under this policy is provided:

NON-DUPLICATION

No covered person will be entitled to receive duplicate payments under this coverage for the same elements of loss which were:

1. Paid because of the BI by or on behalf of persons or organizations who may be legally responsible.
2. Paid under another provision or coverage in this policy.
3. Paid or payable under any automobile medical expense coverage.

PART D – PHYSICAL DAMAGE COVERAGE

DEFINITIONS

A. "Actual cash value" means the amount that it would cost, at the time of loss, to buy a comparable vehicle. As applied to your covered auto, a comparable vehicle is one of the same make, model, model year, body type, and options with substantially similar mileage and physical condition.

B. "Collision" means the impact with an object and includes upset of a vehicle. Loss caused by the following is covered under Comprehensive Coverage and is not considered collision: fire; missiles or falling objects; hail, water or flood; malicious mischief or vandalism; theft or larceny; riot or civil commotion; explosion or earthquake; contact with bird or animal; windstorm; or breakage of window glass. If breakage of window glass is caused by a collision, you may elect to have it considered a loss caused by collision.



Certified Policy Record

I, the undersigned, do hereby confirm that I am custodian of the records pertaining to the issuance of policies by State Farm Mutual Automobile Insurance Company.

I certify that the attached documents represent a true and accurate record of the terms and conditions of Policy Number [REDACTED] including any endorsements, if applicable, for the policy term(s) 01/08/2019 to 07/08/2019 and insuring [REDACTED] based on available records.

It is State Farm's business practice to print a new Declarations Page only when a policy issuance transaction such as a change of coverage occurs. Therefore, the included Declarations Page which was in effect at the time of loss will indicate the policy period of the last policy issuance transaction.

The policy was in effect on the loss date of 04/28/2019.

A handwritten signature in cursive script that reads "Jessica Bass".

Jessica Bass

Underwriter

Date: 09/13/2019

State Farm Mutual Automobile Insurance Company

PO Box 9009
Tempe, AZ 85281-9709

R 13299-1-P

MUTL VOL

DECLARATIONS PAGE

PAGE 1 OF 2

NAMED INSURED

AT2

001855 0018

03-2151-1 P A

PRORTA AZ 85383-7113

POLICY NUMBER [REDACTED]
POLICY PERIOD SEP 06 2017 to JAN 08 2018
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER
1259758924

AGENT

PHONE [REDACTED]



ST-9
0144086

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSE D.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
2016	FORD	F150	PICKUP	[REDACTED]	100H608000

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000 Property Damage Limit Each Accident \$100,000	\$187.76
C	Medical Payments Coverage Limit - Each Person \$2,000	\$11.68
D-WG	Comprehensive and Glass Coverage - \$500 Deductible	\$80.60
G	Collision Coverage - \$500 Deductible	\$124.79
R1	Car Rental and Travel Expenses Coverage Limit - Car Rental Expense Each Day, Each Loss 80% \$1,000	\$6.43
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$9.05
W	Underinsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$32.72
S	Death, Dismemberment and Loss of Sight Coverage Persons Insured - \$10,000	\$3.25
Total premium for SEP 06 2017 to JAN 08 2018.		\$456.28 This is not a bill.

IMPORTANT MESSAGES

Replaced policy number [REDACTED]

Your total renewal premium for JUL 08 2017 to JAN 08 2018 is \$672.98.

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

Notice of insurance information collection practices - personal, family, or household insurance transactions:
We often collect personal information from persons other than the individual or individuals listed on the policy. Such personal information may, in certain circumstances, be disclosed to third parties without your authorization. If you would like additional information concerning the collection and disclosure of personal information - and your right to see and correct any personal information in your files - it will be furnished upon request.

CONTINUED

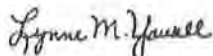
See Reverse Side

This policy is issued by State Farm Mutual Automobile Insurance Company.

MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.


Secretary


President



Please read the policy carefully. If there is an accident, contact your State Farm agent or one of our Claim Offices at once. (See "INSURED'S DUTIES" in this policy booklet.)

NOTICE: This policy does not provide Mexican auto insurance and does not comply with Mexican auto insurance requirements. If you or any other insured plan to drive in Mexico, then auto insurance providing coverage in Mexico should be purchased from a Mexican insurance company.

State Farm® Car Policy Booklet

Arizona
Policy Form 9803A

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THIS POLICY

1. This policy consists of:
 - a. the most recently issued Declarations Page;
 - b. the policy booklet version shown on that Declarations Page; and
 - c. any endorsements that apply, including those listed on that Declarations Page as well as those issued in connection with any subsequent renewal of this policy.
2. This policy contains all of the agreements between all named insureds who are shown on the Declarations Page and all applicants and:
 - a. *us*; and
 - b. any of *our* agents.
3. *We* agree to provide insurance according to the terms of this policy:
 - a. based on payment of premium for the coverages chosen; and
 - b. unless otherwise stated in "EXCEPTIONS, POLICY BOOKLET, & ENDORSEMENTS" on the Declarations Page, in reliance on the following statements:
 - (1) The named insured shown on the Declarations Page is the sole owner of *your car*.
 - (2) Neither *you* nor any member of *your* household has, within the past three years, had either:
 - (a) a license to drive; or
 - (b) a vehicle registration suspended, revoked, or refused.
 - (3) *Your car* is used for pleasure and business.
4. All named insureds shown on the Declarations Page and all applicants agree by acceptance of this policy that:
 - a. the statements in 3.b. above are made by such named insured or applicant and are true; and
 - b. *we* provide this insurance on the basis those statements are true.
5. *Your* purchase of this policy may allow:
 - a. *you* to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the *State Farm Companies*, subject to their applicable eligibility rules; or
 - b. the premium or price for other products or services purchased by *you*, including non-insurance products or services, to vary. Such other products or services must be provided by the *State Farm Companies* or by an organization that has entered into an agreement or contract with the *State Farm Companies*. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

b. If:

- (1) more than one vehicle policy issued to you or any resident relative by the State Farm Companies provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and
- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the State Farm Companies also applies as excess coverage for the same accident,

then the State Farm Companies will pay the proportion of medical expenses and funeral expenses payable as excess that the

maximum amount that may be paid by the State Farm Companies as determined in 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

Our Payment Options

We may, at our option, make payment to one or more of the following:

1. The insured;
2. The insured's surviving spouse;
3. A parent or guardian of the insured, if the insured is a minor or an incompetent person;
4. A person authorized by law to receive such payment; or
5. Any person or organization that provides the medical services or funeral services.

UNINSURED MOTOR VEHICLE COVERAGE

This policy provides Uninsured Motor Vehicle Coverage if "U" is shown under "SYMBOLS" on the Declarations Page.

Additional Definitions

Insured means:

1. you;
2. resident relatives;
3. any other person while occupying:
 - a. your car;
 - b. a newly acquired car; or
 - c. a temporary substitute car.

Such vehicle must be used within the scope of your express or implied permission. Such other person occupying a vehicle used to carry persons for a charge is not an insured unless:

- a. the vehicle is used in the course of volunteer work for an organization that is classified under Arizona law as tax-exempt; or
 - b. the insured is operating a private passenger car on a share-the-expense basis; and
4. any person entitled to recover compensatory damages as a result of bodily injury to an insured as defined in 1., 2., or 3. above.

Uninsured Motor Vehicle means a land motor vehicle:

1. the ownership, maintenance, and use of which is:
 - a. not insured or bonded for bodily injury liability at the time of the accident; or
 - b. insured or bonded for bodily injury liability at the time of the accident; but
 - (1) the limits are less than required by Arizona's financial responsibility requirements for a motor vehicle liability policy; or
 - (2) the insuring company:
 - (a) denies that its policy provides liability coverage for compensatory damages that result from the accident; or
 - (b) is or becomes insolvent; or
2. the owner and driver of which remain unknown and which causes bodily injury to the insured.

The facts of the accident must be proven by reliable competent evidence. If there is no physical contact between that land motor vehicle and the insured or the vehicle the insured is occupying, then the insured shall provide additional and confirming testimony, fact, or evidence that strengthens and adds weight or credibility to the insured's representation that the unidentified motor vehicle caused the accident.

Uninsured Motor Vehicle does not include a land motor vehicle:

1. whose ownership, maintenance, or use is provided Liability Coverage by this policy;
2. designed for use primarily off public roads except while on public roads; or
3. while located for use as a dwelling or other premises.

Insuring Agreement

We will pay compensatory damages for *bodily injury* an *insured* is legally entitled to recover from the owner or driver of an *uninsured motor vehicle*. The *bodily injury* must be:

1. sustained by an *insured*; and
2. caused by an accident that involves the operation, maintenance, or use of an *uninsured motor vehicle* as a motor vehicle.

Deciding Fault and Amount

1. a. The *insured* and *we* must agree to the answers to the following two questions:
 - (1) Is the *insured* legally entitled to recover compensatory damages from the owner or driver of the *uninsured motor vehicle*?
 - (2) If the *insured* and *we* agree that the answer to 1.a.(1) above is yes, then what is the amount of the compensatory damages that the *insured* is legally entitled to recover from the owner or driver of the *uninsured motor vehicle*?
- b. If there is no agreement on the answer to either question in 1.a. above, then the *insured* shall:
 - (1) within three years after providing *us* notice of the Uninsured Motor Vehicle Coverage claim, file a lawsuit, in a state or federal court that has jurisdiction, against *us*;
 - (2) consent to a jury trial if requested by *us*;
 - (3) agree that *we* may contest the issues of liability and the amount of damages; and
 - (4) secure a judgment in that action. The judgment must be the final result of an actual trial and any appeals, if any appeals are taken.

2. *We* are not bound by any:
 - a. judgment obtained without *our* written consent; and
 - b. default judgment against any *person* or organization other than *us*.
3. Regardless of the amount of any award, including any judgment or default judgment, *we* are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

Limits

The Uninsured Motor Vehicle Coverage limits are shown on the Declarations Page under "Uninsured Motor Vehicle Coverage – Bodily Injury Limits – Each Person, Each Accident".

The limit shown under "Each Person" is the most *we* will pay for all damages resulting from *bodily injury* to any one *insured* injured in any one accident, including all damages sustained by other *insureds* as a result of that *bodily injury*. The limit shown under "Each Accident" is the most *we* will pay, subject to the limit for "Each Person", for all damages resulting from *bodily injury* to two or more *insureds* injured in the same accident.

These Uninsured Motor Vehicle Coverage limits are the most *we* will pay regardless of the number of:

1. *insureds*;
2. claims made;
3. vehicles insured; or
4. vehicles involved in the accident.

Nonduplication

We will not pay under Uninsured Motor Vehicle Coverage any damages:

1. that have already been paid to or for the *insured*:
 - a. by or on behalf of any *person* or organization who is or may be held legally liable for the *bodily injury* to the *insured*; or
 - b. for *bodily injury* under Liability Coverage of any policy issued by the *State Farm Companies* to you or any *resident relative*;
2. that:
 - a. have already been paid;
 - b. could have been paid; or
 - c. could be paid

to or for the *insured* under any workers' compensation law, disability benefits law, or similar law; or

3. that have already been paid as expenses under Medical Payments Coverage of this policy, the medical payments coverage of any other policy, or other similar vehicle insurance.

This does not reduce the Uninsured Motor Vehicle Coverage limits for this coverage.

Exclusions

THERE IS NO COVERAGE:

1. FOR AN *INSURED* WHO, WITHOUT *OUR* WRITTEN CONSENT, SETTLES WITH ANY *PERSON* OR ORGANIZATION WHO MAY BE LIABLE FOR THE *BODILY INJURY*;
2. FOR AN *INSURED* WHOSE *BODILY INJURY* RESULTS FROM THE DISCHARGE OF A FIREARM;
3. TO THE EXTENT IT BENEFITS:
 - a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY;
 - b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW; OR
 - c. ANY GOVERNMENT OR ANY OF ITS POLITICAL SUBDIVISIONS OR AGENCIES;
4. FOR AN *INSURED* WHOSE *BODILY INJURY* RESULTS FROM:
 - a. NUCLEAR REACTION;
 - b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
 - c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
5. FOR PUNITIVE OR EXEMPLARY DAMAGES; OR
6. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION.

If Other Uninsured Motor Vehicle Coverage Applies

1. If multiple policies or coverages purchased from the *State Farm Companies* by one *insured* on different vehicles provide Uninsured Motor Vehicle Coverage which applies to the same accident or claim, the *insured* shall select one of these policies or coverages to apply to the accident. Only the one policy selected by the *insured* shall apply and no coverage will be provided by any of the other policies.
2. Subject to item 1. above, if this coverage applies and other coverage which is not subject to item 1. also applies, then:
 - a. if the *insured* has sustained *bodily injury* while *occupying* a vehicle which is not *your car*, this coverage applies as excess to any uninsured motor vehicle coverage which applies to:
 - (1) such vehicle if it is described on the declarations page of another policy providing uninsured motor vehicle coverage, or
 - (2) its driver, other than *you* or any *resident relative*, who is insured for uninsured motor vehicle coverage under another policy.
 If this coverage and one or more other coverages apply as excess, then *we* are liable for our share. *Our* share is the percent of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle coverages applicable as excess to the accident; or
 - b. if the *insured* has sustained *bodily injury* in any situation not described above and involving an *uninsured motor vehicle*, then *we* are liable for *our* share. *Our* share is the percent of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle coverages applicable to the accident.

Our Payment Options

We may, at *our* option, make payment to one or more of the following:

1. The *insured*;
2. The *insured's* surviving spouse;
3. A parent or guardian of the *insured*, if the *insured* is a minor or an incompetent *person*; or
4. A *person* authorized by law to receive such payment.

UNDERINSURED MOTOR VEHICLE COVERAGE

This policy provides Underinsured Motor Vehicle Coverage if "W" is shown under "SYMBOLS" on the Declarations Page.

Additional Definitions

Insured means:

1. *you*;
2. *resident relatives*;
3. any other *person* while *occupying*:
 - a. *your car*;
 - b. a *newly acquired car*; or
 - c. a *temporary substitute car*.

Such vehicle must be used within the scope of *your* express or implied permission. Such other *person* *occupying* a vehicle used to carry *persons* for a charge is not an *insured* unless:

- a. the vehicle is used in the course of volunteer work for an organization that is classified under Arizona law as tax-exempt; or
 - b. the *insured* is operating a *private passenger car* on a share-the-expense basis; and
4. any *person* entitled to recover compensatory damages as a result of *bodily injury* to an *insured* as defined in 1., 2., or 3. above.

Underinsured Motor Vehicle means a land motor vehicle:

1. the ownership, maintenance, and use of which is either:
 - a. insured or bonded for bodily injury liability at the time of the accident; or
 - b. self-insured under any motor vehicle financial responsibility law, any motor carrier law, or any similar law; and
2. for which the total limits of insurance, bonds, and self-insurance for bodily injury liability from all sources:
 - a. are less than the amount of the *insured's* damages; or
 - b. have been reduced by payments to *persons* other than *you* and *resident relatives* to less than the amount of the *insured's* damages.

Underinsured Motor Vehicle does not include a land motor vehicle:

1. whose ownership, maintenance, or use is provided Liability Coverage by this policy.

This does not apply if the *person* sustaining *bodily injury* is *you* or a *resident relative* of the first *person* named in the declarations and:

- a. the full limit shown under "Each Person" of Liability Coverage under this policy is not available to such *person*; and
 - b. the sum of all amounts paid from the Liability Coverage of this policy to such *person* by or for any tortfeasor is less than the amount of such *person's* damages;
2. designed for use primarily off public roads except while on public roads;
 3. while located for use as a dwelling or other premises; or
 4. defined as an *uninsured motor vehicle* under Uninsured Motor Vehicle Coverage of this policy.

Insuring Agreement

We will pay compensatory damages for *bodily injury* an *insured* is legally entitled to recover from the owner or driver of an *underinsured motor vehicle*. The *bodily injury* must be:

1. sustained by an *insured*; and
2. caused by an accident that involves the operation, maintenance, or use of an *underinsured motor vehicle* as a motor vehicle.

Deciding Fault and Amount

1. a. The *insured* and *we* must agree to the answers to the following two questions:
 - (1) Is the *insured* legally entitled to recover compensatory damages from the owner or driver of the *underinsured motor vehicle*?
 - (2) If the *insured* and *we* agree that the answer to 1.a.(1) above is yes, then what is the amount of the compensatory damages that the *insured* is legally entitled to recover from the owner or driver of the *underinsured motor vehicle*?
- b. If there is no agreement on the answer to either question in 1.a. above, then the *insured* shall:
 - (1) within three years after providing *us* notice of the Underinsured Motor Vehicle Coverage claim, file a lawsuit, in a state or federal court that has jurisdiction, against *us*;
 - (2) consent to a jury trial if requested by *us*;
 - (3) agree that *we* may contest the issues of liability and the amount of damages; and
 - (4) secure a judgment in that action. The judgment must be the final result of an actual trial and any appeals, if any appeals are taken.

2. We are not bound by any:
 - a. judgment obtained without *our* written consent; and
 - b. default judgment against any *person* or organization other than *us*.
3. Regardless of the amount of any award, including any judgment or default judgment, *we* are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

Limits

1. The Underinsured Motor Vehicle Coverage limits are shown on the Declarations Page under "Underinsured Motor Vehicle Coverage - Bodily Injury Limits - Each Person, Each Accident".
 - a. Subject to item b. below, the most *we* will pay for all damages resulting from *bodily injury* to any one *insured* injured in any one accident, is the least of:
 - (1) the limit shown under "Each Person" of this coverage;
 - (2) the amount by which the *insured's* compensatory damages for *bodily injury* exceed the sum of the "Each Person" limits of liability of all bodily injury liability insurance coverages that apply to the accident; or
 - (3) the amount by which the *insured's* compensatory damages for *bodily injury* exceed the amount paid to the *insured* by or for any *person* or organization who is or may be held legally liable for the *bodily injury*.

The "Each Person" limits of liability as used above includes the remaining amounts procurable by the *insured* if the stated limits of liability have been reduced by payments to *persons* other than the *insured*.
 - b. If the exception to item 1. under "Underinsured Motor Vehicle" does not include a land motor vehicle:" applies, then the most *we* will pay any one such *person* is the lesser of:
 - (1) the difference between the limit shown under "Each Person" of this coverage and the amount paid to such *person* under the Liability Coverage of this policy; or
 - (2) the difference between the amount of compensatory damages sustained by such *person* and the amount paid to such *person* under the Liability Coverage of this policy.

- c. Subject to a. and b. above, the most *we* will pay for all damages resulting from *bodily injury* to two or more *insureds* injured in the same accident is the limit shown under "Each Accident" reduced by the sum of all payments for *bodily injury* made to all *insureds* by or on behalf of any *person* or organization who is or may be held legally liable for the *bodily injury*.
2. These Underinsured Motor Vehicle Coverage limits are the most *we* will pay regardless of the number of:
 - a. *insureds*;
 - b. claims made;
 - c. vehicles insured; or
 - d. vehicles involved in the accident.

Exclusions

THERE IS NO COVERAGE:

1. FOR AN *INSURED* WHO, WITHOUT *OUR* WRITTEN CONSENT, SETTLES WITH ANY *PERSON* OR ORGANIZATION WHO MAY BE LIABLE FOR THE *BODILY INJURY*;
2. FOR AN *INSURED* WHOSE *BODILY INJURY* RESULTS FROM THE DISCHARGE OF A FIREARM;
3. TO THE EXTENT IT BENEFITS:
 - a. ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS INSURANCE COMPANY;
 - b. A SELF-INSURER UNDER ANY WORKERS' COMPENSATION LAW, DISABILITY BENEFITS LAW, OR SIMILAR LAW; OR
 - c. ANY GOVERNMENT OR ANY OF ITS POLITICAL SUBDIVISIONS OR AGENCIES;
4. FOR AN *INSURED* WHOSE *BODILY INJURY* RESULTS FROM:
 - a. NUCLEAR REACTION;
 - b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
 - c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
5. FOR PUNITIVE OR EXEMPLARY DAMAGES; OR
6. FOR ANY ORDER OF RESTITUTION ISSUED BY A COURT IN A CRIMINAL PROCEEDING OR EQUITABLE ACTION.

If Other Underinsured Motor Vehicle Coverage Applies

1. If multiple policies or coverages purchased from the *State Farm Companies* by one *insured* on different vehicles provide Underinsured Motor Vehicle Coverage which applies to the same accident or claim, the *insured* shall select one of these policies or coverages to apply to the accident. Only the one policy selected by the *insured* shall apply and no coverage will be provided by any of the other policies.
2. Subject to item 1. above, if this coverage applies and other coverage which is not subject to item 1. also applies, then:
 - a. if the *insured* has sustained *bodily injury* while *occupying* a vehicle which is not *your car*, this coverage applies as excess to any underinsured motor vehicle coverage which applies to:
 - (1) such vehicle if it is described on the declarations page of another policy providing underinsured motor vehicle coverage, or
 - (2) its driver, other than *you* or any *resident relative*, who is insured for underinsured motor vehicle coverage under another policy.

If this coverage and one or more other coverages apply as excess, then *we* are liable for *our* share. *Our* share is the percent of the damages that the limit of liability of this coverage bears to the total of all underinsured motor vehicle coverages applicable as excess to the accident; or

- b. if the *insured* has sustained *bodily injury* in any situation not described above and involving an *underinsured motor vehicle*, then *we* are liable for *our* share. *Our* share is the percent of the damages that the limit of liability of this coverage bears to the total of all underinsured motor vehicle coverages applicable to the accident.

Our Payment Options

We may, at *our* option, make payment to one or more of the following:

1. The *insured*;
2. The *insured's* surviving spouse;
3. A parent or guardian of the *insured*, if the *insured* is a minor or an incompetent *person*; or
4. A *person* authorized by law to receive such payment.

PHYSICAL DAMAGE COVERAGES

The physical damage coverages are Comprehensive Coverage, Comprehensive and Glass Coverage, Collision Coverage, Emergency Road Service Coverage, and Car Rental and Travel Expenses Coverage.

This policy provides:

1. Comprehensive Coverage if "D";
2. Comprehensive and Glass Coverage if "D-WG";
3. Collision Coverage if "G";
4. Emergency Road Service Coverage if "H";
5. Car Rental and Travel Expenses Coverage if "RI" is shown under "SYMBOLS" on the Declarations Page.

If a deductible applies to Comprehensive Coverage, then it is shown on the Declarations Page. The deductibles that apply to Comprehensive and Glass Coverage and Collision Coverage are shown on the Declarations Page.

Additional Definitions

Covered Vehicle means:

1. *your car*;
2. a *newly acquired car*;
3. a *temporary substitute car*;
4. a camper that is designed to be mounted on a pickup truck and shown on the Declarations Page;
5. a *non-owned car* while it is:
 - a. being driven by an *insured*; or
 - b. in the custody of an *insured* if at the time of the *loss* it is:
 - (1) not being driven; or
 - (2) being driven by a *person* other than an *insured* and being *occupied* by an *insured*;
6. a *non-owned trailer* while it is being used by an *insured*; and

Policy Number: [REDACTED]

PLEASE ATTACH TO YOUR POLICY BOOKLET



6903A AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. LIABILITY COVERAGE

Paragraph 2.a. of If Other Liability Coverage applies is replaced by the following:

2. a. The Liability Coverage provided by this policy applies as primary coverage:

- (1) for the ownership, maintenance, or use of your car or a trailer attached to it;
- (2) for the maintenance or use of a vehicle that is owned by any person or organization in the business of:
 - (a) selling;
 - (b) repairing;
 - (c) servicing;
 - (d) delivering;
 - (e) testing;
 - (f) road testing;
 - (g) parking; or
 - (h) storing.

motor vehicles and an insured is neither an owner, nor an employee or agent of the owner of the vehicle; and

- (3) for the maintenance or use of a rental motor vehicle if:
 - (a) the rental agreement discloses that the owner does not provide liability coverage to the renter, authorized drivers, or any other driver;
 - (b) the renter did not purchase liability coverage from the rental motor vehicle's owner; and
 - (c) no other liability coverage from sources other than the State Farm Companies applies for the same accident.

2. UNINSURED MOTOR VEHICLE COVERAGE

Deciding Fault and Amount is replaced by the following:

Deciding Fault and Amount

1. The insured and we must agree to the answers to the following two questions:

a. Is the insured legally entitled to recover compensatory damages from the owner or driver of the *uninsured motor vehicle*; and

b. If the insured and we agree that the answer to 1.a. above is yes, then what is the amount of the compensatory damages that the insured is legally entitled to recover from the owner or driver of the *uninsured motor vehicle*?

2. If there is disagreement on the answers to either or both questions, then the disagreement will be resolved by arbitration upon written request of the insured or us.

The arbitration will take place in the county in which the insured resides unless the parties agree to another location.

The insured and we will agree upon a competent and impartial arbitrator. If the insured and we are unable to agree upon an arbitrator within 30 days, then either the insured or we may petition a court that has jurisdiction to select the arbitrator.

The arbitrator shall have no authority to decide any questions of law or conduct arbitration on a class-wide or class-representative basis.

The written decision of the arbitrator that is signed by the arbitrator and that contains an explanation of the basis for the decision will be binding on:

- a. us;
- b. the insured; and

c. any assignee of the insured. The written decision of the arbitrator may be appealed to an Arizona court that has jurisdiction by either party.

The cost of the arbitration will be shared equally by both parties. Each party will pay the costs for its own attorney, witnesses, and any evidence it uses. The cost of the transcription of the arbitration proceedings will be paid by the party that incurred such expenses. All other expenses of arbitration will be shared equally by both parties.

3. Subject to the provisions of this policy, the Arizona Rules of Civil Procedure as to the conduct of the arbitration and appeal, if any, shall be used.

4. If we do not waive any of our rights by submitting to arbitration.

5. If we are not bound by any:

- a. judgment obtained without our written consent; and
- b. default judgment against any person or organization other than us.

6. Regardless of the amount of any arbitration award or any other award, including any judgment or default judgment, we are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

7. Any arbitration or suit against us will be barred unless commenced within three years after the date you notified us in writing of the uninsured motor vehicle claim. Legal action may only be brought against us in accordance with the Legal Action Against Us provision of this policy.

3. UNDERINSURED MOTOR VEHICLE COVERAGE

Deciding Fault and Amount is replaced by the following:

Deciding Fault and Amount

1. The insured and we must agree to the answers to the following two questions:

a. Is the insured legally entitled to recover compensatory damages

from the owner or driver of the *uninsured motor vehicle*; and

b. If the insured and we agree that the answer to 1.a. above is yes, then what is the amount of the compensatory damages that the insured is legally entitled to recover from the owner or driver of the *uninsured motor vehicle*?

2. If there is disagreement on the answers to either or both questions, then the disagreement will be resolved by arbitration upon written request of the insured or us.

The arbitration will take place in the county in which the insured resides unless the parties agree to another location.

The insured and we will agree upon a competent and impartial arbitrator. If the insured and we are unable to agree upon an arbitrator within 30 days, then either the insured or we may petition a court that has jurisdiction to select the arbitrator.

The arbitrator shall have no authority to decide any questions of law or conduct arbitration on a class-wide or class-representative basis.

The written decision of the arbitrator that is signed by the arbitrator and that contains an explanation of the basis for the decision will be binding on:

- a. us;
- b. the insured; and
- c. any assignee of the insured.

The written decision of the arbitrator may be appealed to an Arizona court that has jurisdiction by either party.

The cost of the arbitration will be shared equally by both parties. Each party will pay the costs for its own attorney, witnesses, and any evidence it uses. The cost of the transcription of the arbitration proceedings will be paid by the party that incurred such expense. All other expenses of arbitration will be shared equally by both parties.

3. Subject to the provisions of this policy, the Arizona Rules of Civil Procedure as to the conduct of the arbitration and appeal, if any, shall be used.

PLEASE ATTACH TO YOUR POLICY BOOKLET

4. We do not waive any of our rights by submitting to arbitration.

5. We are not bound by any:

a. judgment obtained without our written consent; and

b. default judgment against any person or organization other than us.

6. Regardless of the amount of any arbitration award or any other award, including any judgment or default judgment, we are not obligated to pay any amount in excess of the available limits under this coverage of this policy.

7. Any arbitration or suit against us will be barred unless commenced within three years after the date you notified us in writing of the underinsured motor vehicle claim. Legal action may only be brought against us in accordance with the Legal Action Against Us provision of this policy.

4. PHYSICAL DAMAGE COVERAGE

Insuring Agreements

Item 5. a. is replaced by the following:

1. Car Rental Expense

We will pay the daily rental charge incurred when an insured rents a car from a car business while your car or a newly acquired car is:

- (1) not drivable; or
- (2) being repaired.

as a result of a loss which would be payable under Comprehensive Coverage or Collision Coverage.

We will pay this daily rental charge incurred during a period that:

(1) starts on the date:

(a) the vehicle is not drivable as a result of the loss; or

(b) the vehicle is left at a repair facility if the vehicle is drivable; and

(2) ends on the earliest of:

(a) the date the vehicle has been repaired or replaced;

(b) the date we offer to pay for the loss if the vehicle is repairable but you choose to delay repairs; or

(c) seven days after we offer to pay for the loss if the vehicle is:

(i) a total loss as determined by us; or

(ii) stolen and not recovered.

The amount of any such daily rental charge incurred by an insured must be reported to us before we will pay such amount.



9999-1010
9/15



Tel: 1-800-841-3000

GEICO CASUALTY COMPANY
 P.O. Box 509090
 San Diego, CA 92150-9090

Date Issued: April 8, 2012

Declarations Page

This is a description of your coverage
 Please retain for your records.

Policy Number: [REDACTED]

Coverage Period:
 05-09-12 through 11-09-12
 12:01 a.m. local time at the address of the named insured.

Endorsement Effective: 05-09-12

[REDACTED]
 GILBERT AZ 85296-7347

Email Address: [REDACTED]

<u>Named Insured</u>	<u>Additional Drivers</u>
Susanne Caruso	None

<u>Vehicle</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2008 Infiniti	G35 AWD [REDACTED]	Gilbert AZ 85296	[REDACTED]

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>
Bodily Injury Liability		
Each Person/Each Occurrence	\$100,000/\$300,000	\$94.70
Property Damage Liability	\$100,000	\$47.00
Medical Payments	\$5,000	\$14.65
Uninsured Motorists		
Each Person/Each Occurrence	\$100,000/\$300,000	\$13.01
Underinsured Motorist		
Each Person/Each Occurrence	\$100,000/\$300,000	\$22.43
Comprehensive/Safety Equipment	\$250 Ded/Non-Ded	\$46.32
Collision	\$250 Ded	\$104.55
Emergency Road Service	Full	\$4.42
Rental Reimbursement	\$50 Per Day \$1500 Max	\$11.74
Total Six Month Premium		\$358.82

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

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Discounts

The total value of your discounts is	\$148.70
Restraint	\$6.28
Seat Belt	\$0.77
Anti-Theft	\$4.96
Multiline	\$8.97
Good Driver	\$71.22
Persistency	\$39.92
Anti-Lock Brake	\$5.50
Marketing Partner	\$11.08

The following discounts have also been applied

Driving Experience	Included
Financial Responsibility	Included

Contract Type: A30AZ

Contract Amendments: ALL VEHICLES - A30AZ A54AZ

Unit Endorsements: A114 (VEH 1); A431 (VEH 1); CC1115 (VEH 1); CC115 (VEH 1);
M700RR (VEH 1); UE316 (VEH 1)

Countersigned by Authorized Representative



Important Policy Information

- We welcome you to our GEICO family in the Auto Voluntary B10 rate program.
- A premium charge of \$16.44 is included in your total premium for your Upgraded Accident Forgiveness Benefit.
- Your policy includes the upgraded Accident Forgiveness benefit, which will keep your premium from increasing in the event of a qualifying accident.
- No coverage is provided in Mexico.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA and NORTH CAROLINA. Please call us at 1-800-841-3000 or visit us at geico.com if you have any questions.
- Coverages and/or limits were changed as you requested or due to state requirements.
- This adjustment is effective 4/8/2012.

GEICO

ONE GEICO PLAZA
Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

**Arizona
Family
Automobile
Insurance
Policy**

GEICO CASUALTY COMPANY

20050C-AZ4870654-302023005539

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- (c) In the conduct of suits;
- (d) In enforcing any right to subrogation against any legally responsible person or organization;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of **loss** is determined.

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

5. **INSURED'S DUTIES IN EVENT OF LOSS**

In the event of **loss** the **insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 91 days after **loss**, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the **insured** will exhibit the damaged property.

6. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF **LOSS**

We may at our option:

- (a) Pay for the **loss**; or
- (b) Repair or replace the damaged or stolen property.

At any time before the **loss** is paid or the property replaced, we may return any stolen property to **you** or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for **loss** either with the **insured** or the owner of the property.

8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the **loss** of the auto.

9. SUBROGATION

If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right except that the **insured** may bring a cause of action separate and apart from the company (us) seeking recovery of damages for which we have not compensated the **insured**. Any settlement or judgment of the claim of the **insured** alone shall not affect our rights. The person to or for whom payment was made shall do whatever is necessary to enable us to exercise our rights and shall do nothing after **loss** to prejudice them.

10. ASSIGNMENT

With respect to Section III, Physical Damage Coverages, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

SECTION IV - UNINSURED MOTORISTS COVERAGE

Protection For You And Your Passengers For Injuries Caused By Uninsured And Hit-And-Run Motorists

DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

- 1. **Hit-and-run motor vehicle** is a motor vehicle that causes **bodily injury** to an **insured**, provided:

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- (a) The owner or operator of the motor vehicle cannot be determined; and
- (b) The **insured** or someone on his behalf reports the accident to a police, peace or judicial officer or to the Commissioner of Motor Vehicles; and
- (c) The **insured** or someone on his behalf makes available for inspection, at our request, the auto **occupied** by the **insured** at the time of the accident.

The **hit-and-run motor vehicle** does not have to make contact with the injured person or the vehicle the injured person is **occupying** if the facts of the accident can be proved through independent corroborative evidence, other than the testimony of an **insured**, that the **bodily injury** was caused by the unidentified owner or operator.

2. **Insured** means:

- (a) The individual named in the declarations and his or her spouse if a resident of the same household;
- (b) **Relatives** of (a) above if residents of his household;
- (c) Any other person while **occupying an owned auto**;
- (d) Any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b), and (c) above.

If there is more than one **insured**, our limit of liability will not be increased.

3. **Insured auto** is an auto:

- (a) Described in the declarations and covered by the bodily injury liability coverage of this policy;
- (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or
- (c) Operated by **you** or **your** spouse if a resident of the same household.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire, except in a car pool or while used in the course of volunteer work for a tax-exempt organization as defined by Arizona statute;
- (ii) An auto being used without the owner's permission.

4. **Occupying** means in, upon, entering into or alighting from.

5. **State** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.

6. **Uninsured auto** is a motor vehicle which has no bodily injury liability bond or insurance policy applicable with liability limits complying with the Financial Responsibility Law of Arizona. This term also includes an auto whose insurer is or becomes insolvent or denies coverage.

The term **uninsured auto** does not include:

- (a) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; or
- (b) Any vehicle or equipment designed for use off public roads, while not on public roads; or
- (c) An **underinsured motor vehicle**.

7. **Underinsured motor vehicle** means a motor vehicle for which the sum of all bodily injury liability bonds and insurance policies applicable at the time of the accident is:

- (a) Equal to or greater than **your state's** Financial Responsibility requirements; but
- (b) Less than the damages the **insured** is legally entitled to recover.

The term **underinsured motor vehicle** does not include:

- (a) An **insured auto** provided that the **insured** has received the full amount of the liability coverage under the Bodily Injury Coverage of this policy; or
- (b) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; or
- (c) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads; or
- (d) An **uninsured auto**.

LOSSES WE PAY

Under the Uninsured Motorists Coverage we will pay damages for **bodily injury** caused by accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured auto** or **hit-and-run auto** arising out of the ownership, maintenance or use of that auto.

The amount of the **insured's** recovery for these damages will be determined by agreement between the **insured** or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

EXCLUSIONS

When Section IV Does Not Apply

1. This Coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent.
2. The Uninsured Motorists Coverage will not benefit any workers' compensation insurer, self insurer, or disability benefits insurer.
3. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
4. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations for "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of one accident.
2. The limit of liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of one accident.
3. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies or coverages with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss; however, **you** have the right to select which policy or coverage is to be applicable to the loss. If there is more than one **insured** seeking benefits as a result of a single accident, only one policy or coverage may be selected and made applicable to all **insureds** seeking benefits.

To the extent the **insured** is not deprived of full compensation for the loss, the damages payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the injury; or
- (b) Paid or payable under the Bodily Injury Coverage or Auto Medical Payments Coverage of this policy; or
- (c) Paid or payable under any workers' compensation law, disability benefits law or any similar law.

OTHER INSURANCE

If there is other applicable similar insurance available to an **insured**, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to an **insured** while **occupying** an auto not described in this policy shall be excess over any other collectible insurance.

ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any **insured** and us regarding:

- (a) The extent to which the **insured** is legally entitled to recover against an owner or operator of an **uninsured motor vehicle** (i.e., issues of liability); or
- (b) The amount of damages sustained by the **insured**

may be arbitrated. However, neither the **insured** nor we will be required to arbitrate unless arbitration is expressly required by state law. Unless so required, binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this Coverage in a particular policy, or the application of this Coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by **you** and us. Attorney fees and expenses will be paid by the party incurring them.

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EXCLUSIONS

The following exclusions are revised:

12. We do not cover **loss** to **custom parts or equipment**, in excess of \$1,000, unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
16. There is no coverage for any **loss** caused by:
 - (a) participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
 - (b) the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.

The following exclusions are added:

17. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal motor vehicle sharing facilitated by a **personal vehicle sharing program**.
18. There is no coverage for any damage arising out of, resulting from, caused by or attributed to electromagnetic radiation including but not limited to electromagnetic radiation caused by solar flare, solar wind, solar radiation, solar activity, solar phenomena, solar storm, magnetic storm or magnetic field.

LIMIT OF LIABILITY

Item 5. is revised as follows:

5. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle. However, the most we will pay for **loss** to **custom parts or equipment** is \$1,000, unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added. **Actual cash value** of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

CONDITIONS

The following paragraph is added to 1. NOTICE:

In the case of theft of the entire auto, the **insured** must promptly notify the police that the vehicle was stolen. To be eligible as a covered **loss**, the police report must acknowledge and classify the report as theft of a motor vehicle. The **insured** must cooperate fully with the policy investigation, with the prosecution of any person(s) charged with theft and any civil suit brought by us against the person(s) responsible to recover for the **loss**.

SECTION IV - UNINSURED MOTORISTS COVERAGE

DEFINITIONS

Definition 2. **Insured**, item (a) is revised as follows:

- (a) The named insured shown in the declarations and his or her spouse if a resident of the same household;

EXCLUSIONS

The following exclusion is added:

5. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

We affirm this amendment.



W.C.E. Robinson
Secretary



O. M. Nicely
President



**Automobile Policy Amendment
Underinsured Motorist Coverage
Arizona**

Policy Number: [REDACTED]

Your policy is amended to provide Underinsured Motorist Coverage subject to the following.

DEFINITIONS

The definitions of terms in Section I, Liability Coverages, of your policy apply to this coverage except for the following special definitions.

1. Insured means:

- (a) You;
- (b) Your relatives;
- (c) Any other person occupying an owned auto; or
- (d) Any person who is entitled to recover damages because of bodily injury sustained by an insured under (a), (b) and (c) above.

If there is more than one insured our limits of liability will not be increased.

2. Insured auto is an auto:

- (a) Described in the declarations and covered by the bodily injury liability coverage of this policy;
- (b) Temporarily substituted for an insured auto when withdrawn from normal use because of its:
 - (i) Breakdown;
 - (ii) Repair;
 - (iii) Servicing;
 - (iv) Loss; or
 - (v) Destruction.
- (c) Operated by you or your spouse if a resident of the same household.

But the term insured auto does not include:

- (i) An auto used to carry passengers or goods for hire, except in a car pool or while used in the course of volunteer work for a tax-exempt organization as defined by Arizona statute; or
- (ii) An auto being used without the owner's permission.

3. Occupying means:

- (a) In;
- (b) Upon;
- (c) Entering into; or
- (d) Alighting from.

4. State includes:

- (a) The District of Columbia;
- (b) The territories and possessions of the United States; and
- (c) The Provinces of Canada.

5. Underinsured motor vehicle means a motor vehicle for which the sum of all bodily injury liability bonds and insurance policies applicable at the time of the accident is:

- (a) Equal to or greater than your state's Financial Responsibility requirements; but
- (b) Less than the damages the insured is legally entitled to recover.

The term underinsured motor vehicle does not include:

- (a) an insured auto, provided that the insured has received the full amount of the liability coverage under the Bodily Injury Coverage of this policy; or
- (b) A land motor vehicle or trailer operated on rails or crawler-treads or located for use as a residence or premises; or
- (c) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads; or
- (d) An uninsured auto.

6. Uninsured auto is a motor vehicle which has no bodily injury liability bond or insurance policy applicable with liability limits complying with the Financial Responsibility Law of Arizona. This term also includes an auto whose insurer is or becomes insolvent or denies coverage.

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The term **uninsured auto** does not include:

- (a) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; or
- (b) Any vehicle or equipment designed for use off public roads, while not on public roads; or
- (c) An **underinsured motor vehicle**.

LOSSES WE PAY

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

1. Sustained by the **insured**; and
2. Caused by accident.

The **bodily injury** must arise out of the ownership, maintenance or use of the **underinsured motor vehicle**.

The amount of the **insured's** recovery for these damages will be determined by agreement between the **insured** or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

EXCLUSIONS

When Coverage Does Not Apply

1. This coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent.
2. This coverage will not benefit any workmen's compensation insurer, self insurer or disability benefits insurer.
3. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
4. **Bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
5. **Bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
6. This coverage does not apply to any liability assumed under any contract or agreement.
7. There is no coverage for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

LIMIT OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of liability for this Coverage stated in the declarations for "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of one accident.
2. The limit of liability stated in the declarations applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of one accident.
3. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies or coverages with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss; however, **you** have the right to select which policy or coverage is to be applicable to the loss. If there is more than one **insured** seeking benefits as a result of a single accident, only one policy or coverage may be selected and made applicable to all **insureds** seeking benefits.

To the extent that the **insured** is not deprived of full compensation for the loss, the damages payable under this coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the injury; or
- (b) Paid or payable under the Bodily Injury Coverage or Auto Medical Payments Coverage of this policy; or
- (c) Paid or payable under any workers' compensation law, disability benefits law or any similar law.

OTHER INSURANCE

If there is other applicable similar insurance available to an **insured**, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to an **insured** while **occupying** an auto not described in this policy shall be excess over any other collectible insurance.

ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any *insured* and us regarding:

- (a) The extent to which the *insured* is legally entitled to recover against an owner or operator of an *uninsured auto* (i.e., issues of liability); or
- (b) The amount of damages sustained by the *insured*

may be arbitrated. However, neither the *insured* nor we will be required to arbitrate unless arbitration is expressly required by state law. Unless so required, binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this Coverage in a particular policy, or the application of this Coverage to a particular claim or claimant. We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by *you* and us. Attorney fees and expenses will be paid by the party incurring them.

CONDITIONS

The following conditions apply only to this Coverage:

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the *insured*;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

If the *insured* or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the suit papers.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require the *insured* to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require the *insured* to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless the *insured* or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM - MEDICAL REPORTS

As soon as possible, the *insured* or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

The *insured* and other persons making claim must submit to examination under oath by any person named by us when and as often as we may reasonably require. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. In the event of the *insured's* incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

5. PAYMENT OF LOSS

Any amount due is payable:

- (a) To the *insured* or his authorized representative;
- (b) If the *insured* is a minor to his parent or guardian; or
- (c) If the *insured* is deceased, to his surviving spouse; otherwise
- (d) To a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

We affirm this amendment.

W. C. E. Robinson
Secretary

O. M. Nicely
President

000001424870554302022000782*

99971 (1-14)
 Issued 03-20-2020

AUTO-OWNERS INS. CO.

AGENCY AMERICAN PREMIER INSURANCE AGENCY INC
 25-0240-00 MKT TERR 075

Company POLICY NUMBER
 Bill Company Use 45-06-AZ-1508

INSURED [REDACTED]

Term 08-17-2019 to 08-17-2020

DESCRIPTION OF ITEM INSURED	TERRITORY
4. 1999 HD XL883 VIN: [REDACTED]	022 Maricopa County, AZ

COVERAGES	LIMITS	PREMIUM	CHANGE
Bodily Injury	\$ 50,000 ea pers/\$ 100,000 ea occ	\$155.94	
Property Damage	\$ 50,000 ea occ	16.79	
Uninsured Motorist	\$ 50,000 ea pers/\$ 100,000 ea occ	146.55	
Underinsured Motorist	\$ 50,000 ea pers/\$ 100,000 ea occ	113.71	
Comprehensive	ACV not to exceed \$ 6,500 (SA) \$ 500 ded	45.44	
Collision	ACV not to exceed \$ 6,500 (SA) \$ 500 ded	170.53	
Road Trouble Service	\$100 ea occ	21.41	
TOTAL		\$670.37	No Charge

Interested Parties: None

Additional Forms For This Item: 99332 (08-14) 99344 (08-14) 99897 (10-15) 89021 (02-06) 89023 (07-06) 89024 (07-06)
 89270 (09-09) 69434 (12-15)

ITEM DETAILS: Automobile driven for pleasure/commute 0-3 use by a 53 year old operator.
 Coverage premiums anticipate lay-up period.
 Safety Riding Apparel Coverage - \$1,000 limit.
 Stated Amount (SA) - See Important Notice 79177 (07-06).
 Garaging Address: [REDACTED]
 Rate Effective Date 03-07-2019
 Motorcycle Multi-Vehicle Discount applies.
 Cycle is 751 - 900cc

140

TOTAL POLICY PREMIUM	TERM	ALL ITEMS
	\$2,849.19	No Charge

Forms That Apply To All Items: 79001 (03-99) 79580 (04-10) 79695 (08-18) 99708 (09-16) 89125 (11-14) 69405 (01-16)
 89432 (04-09) 89449 (04-10) 69397 (09-15) 69270 (05-14) 89058 (04-07) 99636 (08-18)

Policy Rate Code 0003
 Premium assumes no youthful operator(s).
 Warning: Please review form 79580 - Mexico Coverage Limited.
 Insurance Score: X816
 Payment History Discount Applies.

Rated Driver List

Listed below are drivers currently rated on this policy

[REDACTED] Age 53
 [REDACTED] Age 57

Automobile Insurance Policy

Auto-Owners Insurance Company

Arizona
UNDERINSURED MOTORIST COVERAGE
 Automobile Policy

It is agreed:

1. DEFINITIONS

The following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

- a. **Occupying** means being in or on an **automobile** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **automobile**.
- b. **Underinsured automobile** means an **automobile** to which a **bodily injury** liability bond or liability insurance policy applies at the time of the **occurrence**:
- (1) in at least the minimum amounts required by the Arizona Financial Responsibility Law; and
 - (2) the limits of liability provided are less than the amount of damages the injured person is legally entitled to recover for **bodily injury**.

Underinsured automobile does not include an **automobile**:

- (1) located for use as a residence or premises;
- (2) that is designed for use primarily off public roads except while actually on public roads; or
- (3) that is an uninsured **automobile**. Uninsured **automobile** means an **automobile**:
 - (a) to which no **bodily injury** liability bond or liability insurance policy applies:
 - 1) at the time of the **occurrence**;
 - 2) in at least the minimum amounts required by the Arizona Financial Responsibility Law.
 - (b) insured by a company that becomes insolvent.
 - (c) insured by a company that has issued a successful written denial of coverage.
 - (d) that is a hit and run **automobile**. By this **we** mean an **automobile**:
 - 1) which causes an accident resulting in the **bodily injury** sustained by the injured person; and
 - 2) whose owner or operator is unknown.

An **occurrence** involving a hit and run **automobile** must be reported to the police. Actual physical contact is not required if corroboration of the **occurrence** is provided. Corroboration means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the injured person's representations of the accident.

- (e) owned or operated by a self-insurer within the meaning of any **automobile** law, unless other liability coverage is afforded whose limits are less than the amount of damages incurred by the injured person.
- (f) owned by any governmental unit or agency, unless other liability coverage is afforded whose limits are less than the amount of damages incurred by the injured person.

2. COVERAGE

- a. **We** will pay compensatory damages, including but not limited to loss of consortium, any person is legally entitled to recover from the owner or operator of an **underinsured automobile** because of **bodily injury** sustained by an injured person while **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy.
- b. This coverage is extended to **you**, if an individual, as follows:
- (1) **We** will pay compensatory damages, including but not limited to loss of consortium, **you** are legally entitled to recover from the owner or operator of any **underinsured automobile** because of **bodily injury you** sustain:
 - (a) when **you** are **occupying** an **automobile** that is not covered by **SECTION II - LIABILITY COVERAGE** of the policy; or
 - (b) when **you** are not **occupying** any **automobile**.

- (2) The coverage extended in **2.b.(1)** above is also afforded to a **relative**.
- c. The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **underinsured automobile**.
- d. Coverage under this endorsement shall only apply when the compensatory damages, including but not limited to loss of consortium, exceed the limits of liability of all **bodily injury** liability bonds or liability insurance policies applying to the **underinsured automobile** and its operator.
- e. Whether an injured person is legally entitled to recover compensatory damages, including but not limited to loss of consortium, and the amount of such damages shall be determined by agreement between the injured person and **us**. **We** will not be bound by any judgments for damages obtained or settlements made without **our** written consent.

3. EXCLUSIONS

- Underinsured Motorist Coverage does not apply to:
- a. punitive or exemplary damages;
- b. any person who settles a **bodily injury** claim without **our** written consent; or
- c. directly or indirectly benefit an insurer or self-insurer under any workers compensation law or disability benefits law.

4. LIMIT OF LIABILITY

- a. **Our** Limit of Liability for Underinsured Motorist Coverage shall not exceed the lowest of:
- (1) The Limit of Liability stated in the Declarations for Underinsured Motorist Coverage as follows:
- (a) The limit stated for "each person" is the amount of coverage and the most **we** will pay for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to one person in any one **occurrence**;
- (b) The limit stated for "each occurrence" is the total amount of coverage and the most **we** will pay, subject to **4.a.(1)(a)** above, for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to two or more persons in any one **occurrence**; or
- (2) The amount by which compensatory damages, including but not limited to loss of consortium, sustained exceed the total applicable limits of liability of all liability bonds or policies of the driver or owner of any **underinsured automobile**.

- b. The Limit of Liability is not increased because of the number of:
- (1) **automobiles** shown or premiums charged in the Declarations;
- (2) claims made or **suits** brought;
- (3) persons injured; or
- (4) **automobiles** involved in the **occurrence**.
- c. The amount **we** pay will not duplicate any amounts paid or payable for the same **bodily injury**:
- (1) under **SECTION II - LIABILITY COVERAGE** of the policy;
- (2) under Uninsured Motorist Coverage, if provided by the policy;
- (3) by or on behalf of any person or organization who may be legally responsible for the **bodily injury**; or
- (4) under Automobile Medical Payments coverage, if provided by the policy.

5. OTHER UNDERINSURED MOTORIST COVERAGE

If there is other Underinsured Motorist Coverage which applies, **we** will pay **our** share of the compensatory damages, including but not limited to loss of consortium. **Our** share will be the ratio of **our** limit of liability to the total of all limits which apply. However, if **you** have purchased, from **us** or a company affiliated with **us**, other policies or coverages on other **automobiles** that also apply to a claim for injury, only one policy or coverage including this policy or coverage shall apply to that claim. **You** shall select the policy or coverage that applies. The coverage extended to **automobiles you** do not own will be excess over any other coverage available to **you**.

6. CONDITIONS

The following conditions apply in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

- a. **TIME LIMITATION FOR ACTION AGAINST US**
- (1) Any person seeking Underinsured Motorist Coverage must:
- (a) present a written notice of claim for compensatory damages, including but not limited to loss of consortium, according to the terms and conditions of the policy within three years after the date of the accident that caused the **bodily injury**, and
- (b) have made a claim with the tortfeasor's insurer; or
- (c) have filed an action against the tortfeasor within:
- 1) the time limits prescribed by section 12-542; or

- 2) the corresponding limitation period provided under the law of the location where the accident occurred.

The injured person may make an underinsured motorist claim within three years after the date the injured person knew or should have known that the tortfeasor has insufficient liability insurance to cover the person's injuries.

- (2) If settlement is not reached within two years after receiving the written claim for compensatory damages, including but not limited to loss of consortium, from any person seeking Underinsured Motorist Coverage, **we** shall mail written notice to such person's last known mailing address to **us**. **Our** written notice will notify such person that they must:
- (a) request arbitration; or
 (b) file suit

in accordance with the terms of this endorsement within three years after presenting a written claim for compensatory damage as described in (1) immediately above.

- (3) if:
- (a) a request for arbitration is not made; or
 (b) suit is not filed
- we** are not obligated to pay any compensatory damages, including but not limited to loss of consortium, to such person.

b. ARBITRATION

- (1) If **we** and a person entitled to Underinsured Motorist Coverage under this endorsement do not agree:
- (a) that the person is entitled to recover compensatory damages, including but not limited to loss of consortium; or

(b) to the amount of those damages the matter may be arbitrated provided both **we** and the injured person agree to arbitration. If so, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that a judge of a court having jurisdiction make the selection.

- (2) Each party will pay its own arbitrator and share equally all other expenses of arbitration.
- (3) Arbitration will take place in the county and state in which this policy was issued provided both **we** and the person entitled to coverage agree. Local rules of procedure and evidence will apply.
- (4) A decision by any two of the arbitrators will be binding and may be enforced by either party in a court of competent jurisdiction only when the award at arbitration does not exceed the minimum amounts required by the Arizona Financial Responsibility Law. Any award exceeding the amounts required by the Arizona Financial Responsibility Law may be appealed by either party in a court of competent jurisdiction.

7. Under **SECTION V - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS** of the policy, **3. PRESERVE OUR RIGHT TO RECOVER PAYMENTS**, **b.** does not apply to Underinsured Motorist Coverage.

All other policy terms and conditions apply.

Arizona
UNINSURED MOTORIST COVERAGE
 Automobile Policy

It is agreed:

1. DEFINITIONS

The following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

a. **Occupying** means being in or on an **automobile** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **automobile**.

b. **Uninsured automobile** means an **automobile**:

- (1) to which no **bodily injury** liability bond or liability insurance policy applies:
 - (a) at the time of the **occurrence**; and
 - (b) in at least the minimum amounts required by the Arizona Financial Responsibility Law;

- (2) insured by a company that becomes insolvent;

- (3) insured by a company that has issued a successful written denial of coverage;

- (4) that is a hit and run **automobile**. By this we mean an **automobile**:

- (a) which causes an accident resulting in **bodily injury** sustained by the injured person; and

- (b) whose owner or operator is unknown.

An occurrence involving a hit and run **automobile** must be reported to the police. Actual physical contact is not required if corroboration of the occurrence is provided. Corroboration means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the injured person's representations of the accident;

- (5) owned or operated by a self-insurer within the meaning of any **automobile** law; or

- (6) owned by any governmental unit or agency.

Uninsured automobile does not include an **automobile**:

- (1) to which a **bodily injury** liability bond or liability insurance policy applies:
 - (a) at the time of the **occurrence**; and
 - (b) in at least the minimum amounts required by the Arizona Financial Responsibility Law;

- (2) located for use as a residence or premises;

- (3) that is designed for use primarily off public roads except while actually on public roads; or

- (4) that is an underinsured **automobile**. An underinsured **automobile** is an **automobile** to which a **bodily injury** liability bond or policy applies at the time of the **occurrence**:

- (a) in at least the minimum amounts required by the Arizona Financial Responsibility Law; and

- (b) the limits of liability provided are less than the amount of damages the injured person is legally entitled to recover for **bodily injury**.

2. COVERAGE

a. We will pay compensatory damages, including but not limited to loss of consortium, any person is legally entitled to recover from the owner or operator of an **uninsured automobile** because of **bodily injury** sustained by an injured person while **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy.

b. This coverage is extended to you, if an individual, as follows:

- (1) We will pay compensatory damages, including but not limited to loss of consortium, you are legally entitled to recover from the owner or operator of any **uninsured automobile** because of **bodily injury** you sustain:

- (a) when you are **occupying** an **automobile** that is not covered by **SECTION II - LIABILITY COVERAGE** of the policy; or

- (b) when you are not **occupying** any **automobile**.

- (2) The coverage extended in 2.b.(1) above is also afforded to a **relative**.

c. The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **uninsured automobile**.

d. Whether an injured person is legally entitled to recover compensatory damages, including but

not limited to loss of consortium, and the amount of such damages shall be determined by agreement between the injured person and **us**. **We** will not be bound by any judgments for damages obtained or settlements made without **our** written consent.

3. EXCLUSIONS

Uninsured Motorist Coverage does not apply to:

- a. punitive or exemplary damages;
- b. any person who settles a **bodily injury** claim without **our** written consent; or
- c. directly or indirectly benefit an insurer or self-insurer under any workers compensation law or disability benefits law.

4. LIMIT OF LIABILITY

We will pay compensatory damages, including but not limited to loss of consortium, because of **bodily injury** up to the Limit of Liability stated in the Declarations as follows:

- a. The limit stated for "each person" is the amount of coverage and the most **we** will pay for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to one person in any one **occurrence**.
- b. The limit stated for "each occurrence" is the total amount of coverage and the most **we** will pay, subject to 4.a. above, for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to two or more persons in any one **occurrence**.
- c. The Limit of Liability is not increased because of the number of:
 - (1) **automobiles** shown or premiums charged in the Declarations;
 - (2) claims made or **suits** brought;
 - (3) persons injured; or
 - (4) **automobiles** involved in the **occurrence**.
- d. The amount **we** pay will not duplicate any amounts paid or payable for the same **bodily injury**:
 - (1) under **SECTION II - LIABILITY COVERAGE** of the policy;
 - (2) by or on behalf of any person or organization who may be legally responsible for the **bodily injury**;
 - (3) which an injured person is entitled to receive from any workers compensation disability benefits or similar law; or
 - (4) under Automobile Medical Payments coverage, if provided by the policy.

5. OTHER UNINSURED MOTORIST COVERAGE

If there is other Uninsured Motorist Coverage which applies, **we** will pay **our** share of the compensatory damages, including but not limited to loss of consortium. **Our** share will be the ratio of **our** limit of liability to the total of all limits which apply. However, if **you** have purchased, from **us** or a company affiliated with **us**, other policies or coverages on other **automobiles** that also apply to a claim for injury, only one policy or coverage including this policy or coverage shall apply to that claim. **You** shall select the policy or coverage that applies.

The coverage extended to **automobiles you** do not own will be excess over any other coverage available to **you**.

6. CONDITIONS

The following conditions apply in addition to those contained in the **SECTION VI - GENERAL CONDITIONS** of the policy.

- a. **TIME LIMITATION FOR ACTION AGAINST US**
 - (1) Any person seeking Uninsured Motorist Coverage must present a written notice of claim for compensatory damages, including but not limited to loss of consortium, according to the terms and conditions of the policy within three years after the date of the accident that caused the **bodily injury**, except that a person may make an uninsured motorist claim in writing within three years after the earliest of the following:
 - (a) the date the injured person knew that the tortfeasor was uninsured;
 - (b) the date the person knew or should have known that coverage was denied by the tortfeasor's insurer; or
 - (c) the date the person knew or should have known of the insolvency of the tortfeasor's insurer.
 - (2) If settlement is not reached within two years after receiving the written claim for compensatory damages, including but not limited to loss of consortium, from any person seeking Uninsured Motorist Coverage, **we** shall mail written notice to such person's last known mailing address to **us**. **Our** written notice will notify such person that they must:
 - (a) request arbitration; or
 - (b) file **suit**
 in accordance with the terms of this endorsement within three years after presenting a written claim for compensatory damages, including but not limited to loss of consortium, as described in (1) immediately above.

- (3) If:
- (a) a request for arbitration is not made; or
 - (b) **suit** is not filed
- we** are not obligated pay any compensatory damages, including but not limited to loss of consortium, to such person.

b. ARBITRATION

- (1) If **we** and a person entitled to Uninsured Motorist Coverage under this endorsement do not agree:
- (a) that the person is entitled to recover compensatory damages, including but not limited to loss of consortium; or
 - (b) to the amount of those damages the matter may be arbitrated provided both **we** and the injured person agree to arbitration. If so, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that a judge of a court having jurisdiction make the selection.
- (2) Each party will pay its own arbitrator and share equally all other expenses of arbitration;
- (3) Arbitration will take place in the county and state in which this policy was issued provided both **we** and the person entitled to

- coverage agree. Local rules of procedure and evidence will apply; or
- (4) A decision by any two of the arbitrators will be binding and may be enforced by either party in a court of competent jurisdiction only when the award at arbitration does not exceed the minimum amounts required by the Arizona Financial Responsibility Law. Any award exceeding the amounts required by the Arizona Financial Responsibility Law may be appealed by either party in a court of competent jurisdiction.

7. Under **SECTION V - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS** of the policy, **3. PRESERVE OUR RIGHT TO RECOVER PAYMENTS**, **b.** is deleted and replaced by the following:
- b.** If **we** pay compensatory damages, including but not limited to loss of consortium, to an injured person under Uninsured Motorist Coverage **we** may subrogate and sue for reimbursement of the total amount of those payments in the name of the injured person against any uninsured motorist responsible for the damages to the injured person within two years after **we** first make payment to the injured person.

All other policy terms and conditions apply.



POLICY NUMBER [REDACTED]

AGENT

[REDACTED AGENT INFORMATION]

****AUTO POLICY DECLARATIONS****

NAMED INSURED

[REDACTED]
MARICOPA, AZ 85138

RLA

POLICY INFORMATION

Original Effective Date & Time: 11-21-19 12:48 PM
Policy Period: 11-21-19 to 05-21-20

*****NEW POLICY*****

EFFECTIVE DATE: 11-21-19

Policy Paid To: 12-21-19

Message:

Net Premium Change: \$2,026.00

VEHICLE INFORMATION

* Business Use Excluded

	Year	Make	Model	VIN	Usage
1	1992	FORD	TEMPO GL	[REDACTED]	15 miles - *
2	2018	NISSAN	VERSA S	[REDACTED]	15 miles - *
3	2017	DODGE	GRAND CARAVAN SXT	[REDACTED]	15 miles - *

RESIDENTS

Name	Birthdate	Status	Licensed	SR22	Violations/Accidents
[REDACTED]	07-12-80	Married	[REDACTED]	N	08-08-17 100 fast 08-10-17, speeding
[REDACTED]	07-25-69	Married	[REDACTED]	N	
[REDACTED]	09-02-81	Single	[REDACTED]	N	

COVERAGE INFORMATION

Premiums

Coverages	Limits	Veh1	Veh2	Veh3	Veh4
Bodily Injury Liability	25,000 each person , 50,000 each accident	92.00	192.00	159.00	
Property Damage Liability	25,000 each accident	130.00	203.00	155.00	
Medical	No Cov	0.00	0.00	0.00	
Uninsured Motorist Bodily Injury	25,000 each person , 50,000 each accident	53.00	53.00	53.00	
Underinsured Motorist Bodily Injury	25,000 each person , 50,000 each accident	32.00	32.00	32.00	
Uninsured Motorist Property Damage	1,000 with 250 deductible	0.00	0.00	0.00	
Other Than Collision Deductibles	Veh1:No Cov, Veh:2:500, Veh:3:500	0.00	147.00	125.00	
Collision Deductibles	Veh1:No Cov, Veh:2:500, Veh:3:500	0.00	304.00	215.00	
Uninsured Motorist Coll. Ded. Waiver	Veh1:No Cov, Veh:2:500, Veh:3:500	0.00	Incl	Incl	
Safety Equipment Coverage	Veh1:No Cov, Veh:2:No Cov, Veh:3:No Cov	0.00	0.00	0.00	
Pet Medical	\$500 Limit	Incl	Incl	Incl	
Roadside Assistance	Veh1:Disp, Veh:2:Disp, Veh:3:Disp	12.00	6.00	6.00	

Total Policy Premium \$2026.00 for 6 months 319.00 937.00 745.00
If Paid In Full \$1823.40 + \$25 expense constant

CREDITS APPLIED

Claim-Free Renewal Discount: 0%
Agency Internal Transfer: Y
Home Owner: N
Prior Insurance: Y
EFT Sure Pay: N

ADDITIONAL INTEREST

Veh#	Type	Name and Address
1		
2		
3		

FORMS AND ENDORSEMENTS WHICH APPLY: AZAPA001 00 2010, PAE AZ 1023(00/10), PAE UMPE 02 11, PP UMOW 00 2014, AZ PM 06 2014

Auto Insurance Application for: [Redacted]
 Policy Number: [Redacted]

Coverage Provided By United Insurance Company

RESIDENTS					
First Name	Last Name	Drivers License	First Name	Last Name	Drivers License
[Redacted]	[Redacted]	[Redacted]			AZ
					AZ

GENERAL INFORMATION			
Explain all Yes responses in Remarks	Ans	Explain all Yes responses in Remarks	Ans
Does any driver have physical or mental impairments?	No	Any existing damage to any vehicle? (Including damaged glass)	No
Any previous insurance with Absolute Insurance programs?	No	Any vehicle used for business or delivery? (Including food/newspaper)	No
Any vehicle driven out of state more than 30 days/yr?	No	Any driver's license currently suspended/revoked?	No
Are any vehicles not solely owned by and registered to the applicant?	No	Any resident convicted of a felony in the last 5 yrs?	No
Any vehicle have modified/special equipment? (Incl. cust vans/pickups)	No	Any drivers not listed on this policy?	No

REMARKS

I affirm that I have listed all operators of the insured vehicles, and all driver-aged residents of my household. I acknowledge that this insurance contract is predicated on full disclosure of all vehicle operators, now and during the entire term of the contract. I understand that it is my duty to advise of any new vehicle operators or driver-aged residents of my household, and that failure to do so may jeopardize coverage.

Rose

11 / 21 / 2019

Signature

Date

UNINSURED AND UNDERINSURED MOTORIST COVERAGE SELECTION FORM

DO NOT SIGN UNTIL YOU READ

You have a legal right to purchase both Uninsured and Underinsured Motorist coverages with the proposed automobile liability policy. THESE COVERAGES PROTECT YOU, YOUR FAMILY AND YOUR PASSENGERS. LIABILITY COVERAGE DOES NOT IN MOST CASES.

Uninsured motorist insurance provides protection for bodily injuries caused by a negligent motorist who has no insurance. Underinsured motorist provides protection if the negligent motorist does not have enough liability insurance to pay for the injuries caused. For a more detailed explanation of these coverages, refer to your policy. This policy will provide Uninsured/Underinsured coverage in the same amount as the policy's Bodily Injury Liability Limit, unless you select a lower amount or no coverage, as stated in this notice.

You have a right to purchase both Uninsured Motorist coverage and Underinsured Motorist coverage in any amount from \$15,000/\$30,000 up to your policy's liability limit, or you may reject the coverage entirely. Neither limit may exceed your liability coverage.

Your Bodily Injury Limit on the policy: \$25,000/\$50,000

Uninsured Motorist Liability (UMBI)

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> \$15,000/\$30,000
\$117.00 for 6mo | <input checked="" type="checkbox"/> \$25,000/\$50,000
\$159.00 for 6mo. | <input type="checkbox"/> \$50,000/\$100,000
\$195.00 for 6mo. | <input type="checkbox"/> I decline this coverage |
|--|--|--|--|

Underinsured Motorist Liability (UIMBI)

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> \$15,000/\$30,000
\$96.00 for 6mo | <input checked="" type="checkbox"/> \$25,000/\$50,000
\$96.00 for 6mo. | <input type="checkbox"/> \$50,000/\$100,000
\$96.00 for 6mo | <input type="checkbox"/> I decline this coverage |
|---|---|--|--|

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Bodily Injury Liability Limits. If I decide to select another option at some future time, I must let the Company know in writing.

Rose

11 / 21 / 2019

Signature

Date

Sustained as a result of the use of a **Vehicle** by a person or persons specifically excluded by endorsement.

Sustained from any source other than an **accident**.

Sustained by **You** or a regular or frequent driver while **The insured Auto** is being operated by such regular or frequent driver not listed by **You** on the **Application** or otherwise disclosed to us and listed on the **Declarations Page** before the **accident**.

Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, or riot.

Occurring during the course of employment if benefits are payable or available under a worker compensation law or similar law.

Sustained by any person while **Occupying The insured Auto** without **Your** express permission or beyond the scope of **Your** permission.

While in the commission of a **Crime**, driving while intoxicated, or driving while impaired.

LIMITS OF LIABILITY — PART B ONLY

We will pay no more than the limit of liability shown for this coverage on the **Declarations Page** to or for each insured person as the result of any one **accident**, regardless of the number of premiums or **Vehicles** listed on the **Declarations Page**, insured persons, claims, claimants, policies, or **Vehicles** involved in the **accident**. Any amount paid or payable under this coverage to or for an insured person will be reduced by any payment made to that person under Part A - Liability Coverage or Part C - Uninsured/Underinsured Motorists Coverage of this policy when the insured person receives full compensation for the **Bodily injury**.

We will make no payment under this Part of the policy unless the insured person or the insured person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under the Liability, Uninsured motorist, or Underinsured Motorist coverages of this policy when the insured person receives full compensation for the **Bodily injury**.

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

OTHER INSURANCE - PART B ONLY

Any payment **We** make under this Part to an insured person is excess over any:

- Other available **Auto** medical payments insurance;
- Medical, surgical, hospital or funeral services benefit or reimbursement plan;
- Individual, blanket or group **accident**, disability or hospitalization insurance; or
- Premises medical payments insurance.

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

PART C – UNINSURED / UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT – UNINSURED MOTORISTS COVERAGAGE

In exchange for **Your Premium payment**, **We** will pay damages, other than punitive exemplary damages, not exceeding the limits shown the **Declarations Page**, which an insured person is legally entitled to recover from the **Owner** or operator of an uninsured motor **Vehicle** because of **Bodily injury** caused by an **accident** and sustained by such insured person. The

Bodily injury must be caused by **accident** and must arise out of the **Ownership**, maintenance or use of the **uninsured motor Vehicle**.

If suit is brought to determine legal liability or damages without our written consent, **We** are not bound by any resulting judgment.

INSURING AGREEMENT – UNDERINSURED MOTORISTS COVERAGE

In exchange for **Your Premium payment**, **We** will pay damages, other than punitive or exemplary damages, not exceeding the limits shown on the **Declarations Page**, which an insured person is legally entitled to recover from the **Owner** or operator of an underinsured motor **Vehicle** because of **Bodily injury** caused by an **accident** and sustained by such insured person. The **Bodily injury** must be caused by an **accident** and must arise out of the ownership, maintenance or use of the underinsured motor **Vehicle**. **We** will pay under this coverage only after the limits of liability under all applicable **Bodily injury** Liability bonds or policies have been exhausted by payment of judgments or settlements.

No judgment for damages arising out of a suit brought against the **Owner** or operator of an underinsured motor **Vehicle** is binding on us unless **We** received reasonable notice of the filing of the suit resulting in the judgment; and had a reasonable opportunity to protect our interests in the suit.

ADDITIONAL DEFINITIONS USED IN PART C ONLY

As used in this Part:

"Insured person" means **You**, a **Relative**, a **Resident** or any other person **Occupying Your** insured **Auto** with **Your** express or implied permission.

"Uninsured motor Vehicle" means a land motor **Vehicle** or **Trailer** of any type which is:

Not insured by a liability bond or policy at the time of the **accident**.

Insured by a **Bodily injury** liability bond or policy at the time of the **accident**, but the **Bodily injury** liability limit is less than the minimum limit for liability required by the Financial Responsibility Law of Arizona.

A hit-and-run or phantom **Vehicle** whose operator or **Owner** cannot be identified and which hits or causes an **accident** without hitting:

You, a **Relative** or any **Resident**;

An **Auto** which **You**, a **Relative** or any **Resident** are **Occupying**; or

The insured Auto.

If there is no physical contact with the hit-and-run or phantom **Vehicle**, the existence of such unknown motorist must be established by corroborating evidence given by an independent and disinterested eyewitness who is not making a claim under this or any similar coverage.

Insured by a **Bodily injury** liability bond or policy at the time of the **accident**, but the insurer denies coverage or is or becomes insolvent

Uninsured motor Vehicle does not include any **Vehicle** or equipment;

Owned by or furnished or available for the regular use of **You**, a **Resident** or a **Relative** unless there is no liability coverage for any one **accident** available under Part A - Liability Coverage of this policy to respond for damages sustained by an insured person;

Operated on rails or crawler treads;

Designed mainly for use off public roads while not on public roads;

While located for use or being used as a **Resident** or premises; or

Owned or operated by a self-insurer under any applicable motor **Vehicle** law, except a self-insurer that has become insolvent.

"**Underinsured motor Vehicle**" means a land motor **Vehicle** or **Trailer** of any type to which a **Bodily injury** liability bond or policy applies at the time of the **accident**, but its limit for **Bodily injury** liability is less than the applicable damages the insured person is legally entitled to recover.

Underinsured motor Vehicle does not include any **Vehicle** or equipment:

Insured by a **Bodily injury** liability bond or policy at the time of the **accident** but the **Bodily injury** liability limit is less than the minimum limit for liability required by the Financial Responsibility Law of Arizona;

Operated on rails or crawler treads;

Designed mainly use off public roads while not on public roads;

While located for use being used as a residence or premises; or

To which a **Bodily injury** liability bond or policy applies at the time of the **accident** but the bonding or insuring company denies coverage or is or becomes insolvent.

"**Use**" of an uninsured motor **Vehicle** or underinsured motor **Vehicle** means that such **Vehicle** must be the main cause of the **Bodily injury**. The **Bodily injury** must not merely occur while the uninsured motor **Vehicle** or underinsured motor **Vehicle** is being used or operated. There must be an actual and causal connection between the use or operation of the uninsured motor **Vehicle** or underinsured motor **Vehicle** and the **Bodily injury**.

EXCLUSIONS - PART C ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for **Bodily injury** sustained by any person:

If that person or his legal representative settles the **Bodily injury** claim without our consent.

While **Occupying The insured Auto** when it is being used to carry persons or property for a charge or consideration, including magazines, newspapers, food or any other product. The exclusion described in this paragraph does not apply to shared-expense car pools or to use by an insured person of a motor **Vehicle** in the course of the insured person's volunteer work for a tax exempt organization.

While using a **Vehicle** without the **Owner's** express or implied permission or outside the scope of the **Owner's** express or implied permission.

So as to apply directly or indirectly to the benefit of any insurer or self-insurer under any worker's compensation law, disability law, or any similar law.

For punitive or exemplary damages awarded as a punishment or deterrent.

For any loss sustained while a **Vehicle** is used to transport nursery or school children, migrant workers, or hotel/motel guests. This exclusion does not apply to **Your** children or children engaged in a car pool arrangement with **You** or to use by an insured person of a motor **Vehicle** in the course of the insured person's volunteer work for a tax exempt organization.

LIMITS OF LIABILITY - PART C ONLY

The limits of liability shown on the **Declarations Page** apply subject to the following:

Regardless of the number of **Vehicles** insured, only one of the limits of liability for this coverage shown on the **Declarations Page** shall be the total limit of our liability to each person.

The limit of liability for this coverage shown on the **Declarations Page** for "each person" is the maximum **We** will pay as damages for **Bodily injury**, including damages for derivative claims, to any one person in any one **accident**.

Subject to the limit for each person, the limit of liability of this coverage shown on the **Declarations Page** for "each **accident**" is the maximum **We** will pay as damages for **Bodily injury**, including damages for derivative claims, to two or more persons in any one **accident**.

Notwithstanding a provision in this policy to the contrary, if **We** have issued more than one policy to **You** or if **We** cover more than one **Auto** under this policy, the total limit of our liability under all policies or coverages issued to **You** shall not exceed the highest limit of liability under any one policy, selected by **You**, to apply to any one **accident** or claim.

We will pay no more than the maximum amounts regardless of the number of;
Vehicles or premiums shown in the **Declarations Page**;
insured persons;
Claims;
Claimants;
Policies; or
Vehicles involved in the **accident**.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage.

Any amounts otherwise payable for damages under this Part shall be reduced by all sums:

Paid because of the **Bodily injury** by or on behalf of persons who or organizations which may be legally responsible. This includes all sums paid under Part A - Liability Coverage of this policy when the insured person, receives full compensation for the **Bodily injury**.

Paid or payable for Medical payments Coverage under Part B of this policy when the insured person receives full compensate for the **Bodily injury**.

OTHER INSURANCE - PART C ONLY

If there is other applicable uninsured or underinsured motorists insurance that covers a loss under an insurance policy not issued by us, **We** will pay our proportionate share of that loss. Our share is the proportion our limits of liability bear to the total of all applicable limits. **We** will pay only after all other applicable limits have been paid.

Moreover, nothing in this Other Insurance - Part C Only provision is meant to modify or amend any of the terms in the Limits of Liability — Part C Only section of the policy, including those provisions reducing, limiting and eliminating coverage in specified circumstances.

ARBITRATION - PART C ONLY

If an insured person and **We** do not agree (1) that the person is legally entitled to recover damages from the **Owner** or operator of an uninsured motor **Vehicle** or (2) as to the amount of payment under this Part, either that person or **We** may demand that the issue be determined by arbitration. Any demand for arbitration must be in writing.

In that event, the insured person will select an arbitrator and **We** will select another. The two arbitrators will select a third. If they cannot agree on the third arbitrator within 30 days, either party may ask a judge of a court having jurisdiction to appoint the third arbitrator. The insured person will pay the arbitrator selected by that person. **We** will pay the arbitrator **We** select. The expense of the third arbitrator will be shared equally. Each party shall pay its own attorney

fees.

Arbitration will take place in the county where the insured person resides, unless all parties agree otherwise. A decision by any two arbitrators regarding damages shall be binding unless an action is filed on the subject matter of the arbitration within three years of the date the person making the claim knows or should know that the party that the person claims caused the harm does not have liability insurance or has insufficient liability insurance to cover the persons injuries.

As a part of our claims handling procedures, **We** may use software that is designed to evaluate **Bodily injury** under Part C — Uninsured/Underinsured Motorists Coverage.

PART D — COVERAGE FOR DAMAGE TO THE INSURED AUTO

INSURING AGREEMENT

If the **Deductions Page** shows a premium charged for comprehensive coverage, **We** will pay for direct and accidental comprehensive loss to **The Insured Auto**, less any applicable deductible for each separate loss. This shall include its factory-installed equipment.

If the **Deductions Page** shows a premium charged for collision coverage, **We** will pay for direct and accidental loss to **The Insured Auto**, including its factory installed equipment caused by collision, less any applicable deductible for each separate loss.

If the **Deductions Page** shows a premium charged for Safety Equipment Coverage and shows that coverage under Part D applies, **We** will pay for the cost of repairing or replacing damaged safety equipment on the insure **Auto** without a deductible.

ADDITIONAL DEFINITIONS USED IN PART D ONLY

"**Aftermarket parts**" means **Replacement Auto** parts not made by the original manufacturer of the motor **Vehicle** by a manufacturer authorized by the original manufacturer to use its name or trademark.

"**Collision**" means loss caused by **The Insured Autos** upset or overturn, or sudden impact with another object,

"**Comprehensive**" means loss to **The Insured Auto** caused by an event other than collision.

Comprehensive loss **includes but is not limited to**, loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, volcanic activity, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, contact with a bird or animal, or breakage of glass. If breakage of glass results from collision, **You** may elect to have it treated as loss caused by collision.

"**Custom or additional equipment**" means any equipment that was not installed at the factory by the listed

EXHIBIT 7

DCN: 01202012073218100369010030

Received Date:12/07/2020

Safeco Insurance
P.O. Box 515097
Los Angeles, CA 90051-5097



November 23, 2020



Re: Policy # [REDACTED] / Claim # [REDACTED]

Dear [REDACTED]

This letter is being sent to you because you purchased multiple policies or insured two or more vehicles under one policy with Safeco Insurance that may apply to your claim.

We wish to advise you that if a future claim is made by any person for Uninsured or Underinsured Motorists Bodily Injury Coverage and multiple policies or coverages within the same policy apply to the same accident, only one of the policies and one coverage limit within that policy will apply to the accident. You will be asked to select the one policy and coverage limit that will apply.

If a future claim is made for Uninsured or Underinsured Motorists Bodily Injury Coverage, the Claims Resolution Specialist assigned to the claim will discuss this selection with you.

Sincerely,

Your Safeco Insurance Service Team

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