



Arizona Auto Policy

Important: Please read this Policy carefully. It contains language which may restrict or limit coverage. It addresses who may use an **insured auto**. It also contains information on which **autos** are covered and when **you** must notify **us** about changes in **autos** or drivers in **your** household before coverage will be afforded. If **you** have questions regarding coverage, please let **us** know.

WARNING

The coverages for **your insured auto** provided by this policy are NOT extended to accidents or losses occurring within Mexico.



SPECIAL PERSONAL AUTO POLICY

AGREEMENT

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

G. "Occupying" means:

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

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

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

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

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

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations;
2. A "newly acquired auto";
3. Any "trailer" you own; or

4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

K. "Newly acquired auto":

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

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:

(1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and

(2) Is not used for the delivery or transportation of goods and materials unless such use is:

(a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or

(b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided only for a vehicle which replaces a vehicle shown in the Declarations, as described below.

a. For any coverage provided in this Policy other than Coverage For Damage To Your Auto, a "newly acquired auto" will have the same coverage as the vehicle it replaced. However, for this coverage to apply, you must ask us to insure it within 14 days after you become the owner.

b. If Coverage For Damage To Your Auto:

(1) Applies to the vehicle being replaced, you must ask us to insure a "newly acquired auto" within 14 days after you become the owner if you wish to continue Coverage For Damage To Your Auto.

- (2) Does not apply to a vehicle being replaced, you must request this coverage to apply. Any coverage provided will begin at the time you request the coverage.

If you become the owner of a vehicle that is in addition to any vehicle shown in the Declarations, you must ask us to insure it for coverage to apply. Any coverage provided will begin at the time you request the coverage.

For all coverages addressed in Paragraphs **K.2.a.** and **b.**, if you first ask us to insure the "newly acquired auto" after the applicable time period has elapsed, coverage will begin on the day you first ask us to insure the "newly acquired auto".

- L. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this Policy.
- B. "Insured" as used in this Part means:
 1. You for the ownership, maintenance or use of:
 - a. "Your covered auto";
 - b. Any private passenger auto or "trailer"; or
 - c. A pickup or van that has a Gross Vehicle Weight Rating of 10,000 lbs. or less.
 2. Any "family member" for the maintenance or use of "your covered auto".
 3. Any person, other than you or any "family member", using "your covered auto" up to the minimum limits of liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
 4. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

5. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for your acts or omissions. This provision (**B.5.**) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

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

These payments will not reduce the limit of liability.

EXCLUSIONS

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

This exclusion (**A.3.**) does not apply to "property damage" to a residence or private garage.
 4. For "bodily injury" to an employee of that "insured" during the course of employment. This exclusion (**A.4.**) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion **(A.5.)** does not apply to:

- a. A share-the-expense car pool; or
- b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes.

6. While employed or otherwise engaged in the "business" of:

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

vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion **(A.6.)** does not apply to the ownership, maintenance or use of "your covered auto" by any of the following persons up to the minimum limits of liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged:

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member".

7. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion **(A.7.)** does not apply to a "family member" using "your covered auto" which is owned by you.

8. For the ownership, maintenance or use of "your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

- 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; or
- b. To any "trailer".

2. Any vehicle, other than "your covered auto", which is:

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

3. Any vehicle, other than "your covered auto", which is:

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

4. Any vehicle for the purpose of:

- a. Participating or competing in; or
- b. Practicing or preparing for;

any prearranged or organized:

- (1)** Racing or speed contest; or
- (2)** Driver skill training or driver skill event.

5. Any vehicle which is designed or can be used for flight.

- C.** To the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of the state in which "your covered auto" is principally garaged, we do not provide Liability Coverage for any "insured":

1. While operating a vehicle while that "insured" is under the influence of:

- a. Alcohol; or
- b. A controlled substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs.

This exclusion **(C.1.)** does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

2. Who causes "bodily injury" or "property damage" while committing a felony.

3. Who causes "bodily injury" or "property damage" while seeking to avoid lawful apprehension or arrest by a law enforcement official.

4. While operating a vehicle without a valid driver's license or permit.

5. Maintaining or using "your covered auto" while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**

This exclusion (**C.5.**) does not apply to the maintenance or use of a "your covered auto" if you have notified us before the accident that such "your covered auto" will be used in "business".

6. While operating a vehicle if that "insured" is a "family member" or other person who is a resident of your household, unless you have notified us before the accident that such "family member" or person is an operator.

D. We do not provide Liability Coverage for punitive or exemplary damages.

E. We will reduce the Liability Coverage to the Arizona minimum financial responsibility limits for any "insured":

1. Maintaining or using any vehicle other than "your covered auto" while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**

2. 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.

3. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used for the delivery of food or products, including but not limited to newspapers and magazines.

This exclusion (**E.3.**) does not apply to a delivery by an "insured" as a volunteer.

LIMIT OF LIABILITY

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

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

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

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

- B.** If Liability Coverage is payable on behalf of any person other than you or any "family member":

1. That part of the Limit Of Liability shown in the Declarations for each person for Bodily Injury Liability that does not exceed the minimum limits required by the financial responsibility law of the state in which "your covered auto" is principally garaged 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.

2. Subject to this limit for each person, that part of the Limit Of Liability shown in the Declarations for each accident for Bodily Injury Liability that does not exceed the minimum limits required by the financial responsibility law of the state in which "your covered auto" is principally garaged is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

3. That part of the Limit Of Liability shown in the Declarations for each accident for Property Damage Liability that does not exceed the minimum limits required by the financial responsibility law of the state in which "your covered auto" is principally garaged is our maximum limit of liability for all "property damage" resulting from any one auto accident.

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

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

This paragraph (B.) will not change our limit of liability.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part B or Part C of this Policy; or
 2. Any Underinsured Motorists Coverage provided by this Policy.

OUT OF STATE COVERAGE

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

- A. If the state or province has:
 1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations or the minimum limit of the state in which "your covered auto" is principally garaged, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this Policy.

PART B – MEDICAL PAYMENTS COVERAGE INSURING AGREEMENT

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

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

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

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

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

EXCLUSIONS

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

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" is being used by any "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.

This exclusion (2.) does not apply:

- a. To a share-the-expense car pool; or
- b. While "your covered auto" is being used for volunteer or charitable purposes.

3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle other than "your covered auto" when it is being used in the "business" of an "insured".
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 for the purpose of:
 - a. Participating or competing in; or
 - b. Practicing or preparing for; any prearranged or organized:
 - (1) Racing or speed contest; or
 - (2) Driver skill training or driver skill event.
12. Sustained while "occupying" "your covered auto" when it is being used for the delivery of food or products, including but not limited to newspapers and magazines.

This exclusion (12.) does not apply to a delivery by an "insured" as a volunteer.

13. Sustained while operating a vehicle while that "insured" is under the influence of alcohol or a controlled substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs.

This exclusion (13.) does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

14. Sustained while committing a felony.
15. Sustained while seeking to avoid lawful apprehension or arrest by a law enforcement official.
16. Sustained while operating a vehicle without a valid driver's license or permit.
17. Sustained while "occupying" "your covered auto" when it is being used in the "business" of an "insured".

This exclusion (17.) does not apply to "bodily injury" sustained while "occupying" a "your covered auto" if you have notified us before the accident that such "your covered auto" will be used in "business".

18. Sustained while operating a vehicle if that "insured" is a "family member" or other person who is a resident of your household, unless you have notified us before the accident that such "family member" or person is an operator.
19. Sustained while "occupying", or when struck by, "your covered auto" while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".
20. Sustained while "occupying", or when struck by, any vehicle which is designed or can be used for flight.

LIMIT OF LIABILITY

- A. The Limit Of Liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 1. "Insureds";
 2. Claims made;

3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **C** of this Policy; or
 2. Any Underinsured Motorists Coverage provided by this Policy.

OTHER INSURANCE

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

PART C – UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT

- A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
1. Sustained by an "insured"; and
 2. Caused by an accident.

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

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

- B.** "Insured" as used in this Part means:
1. You;
 2. Any "family member" "occupying" "your covered auto";
 3. Any other person "occupying" "your covered auto" up to the minimum limits of liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged; or
 4. 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., 2. or 3. above.
- C.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
1. To which no bodily injury liability bond or policy applies at the time of the accident.

2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you are "occupying"; or
 - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this Policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.

2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This exclusion **(B.2.)** does not apply to a "family member" using "your covered auto" which is owned by you.
3. While "occupying", or when struck by, "your covered auto" while:
 - a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

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

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

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. If "bodily injury" is sustained by an "insured" other than you or any "family member":

1. That part of the Limit Of Liability shown in the Declarations for each person for Uninsured Motorists Coverage that does not exceed the minimum limits required by the financial responsibility law of the state in which "your covered auto" is principally garaged is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident.

2. Subject to this limit for each person, that part of the Limit Of Liability shown in the Declarations for each accident for Uninsured Motorists Coverage that does not exceed the minimum limits required by the financial responsibility law of the state in which "your covered auto" is principally garaged is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

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

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

This paragraph **(B.)** will not change our limit of liability.

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

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

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

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.

OTHER INSURANCE

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

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

ARBITRATION

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

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

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

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

B. Each party will:

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

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

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

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

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

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

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

If there is a loss to any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto", such temporary substitute will get the same coverage applicable to the "your covered auto" that is out of normal use.

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

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

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;

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

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

C. "Non-owned auto":

1. Means any:
 - a. Private passenger auto or "trailer"; or
 - b. Pickup or van that has a Gross Vehicle Weight Rating of 10,000 lbs. or less; 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.
2. Does not include any vehicle used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time "your covered auto" or any "non-owned auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle.
This exclusion (1.) does not apply:
 - a. To a share-the-expense car pool; or
 - b. While "your covered auto" or any "non-owned auto" is being used for volunteer or charitable purposes.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;

- c. Mechanical or electrical breakdown or failure; or
- d. Road damage to tires.

This exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disc systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

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

5. Loss to tapes, records, discs or other media used with equipment described in Exclusion 4.
6. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.
This exclusion (6.) does not apply to the interests of Loss Payees in "your covered auto".
7. Loss to:
 - a. A "trailer", camper body or motor home, which is not shown in the Declarations; or

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

This exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
 - b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 14 days after you become the owner.
8. Loss to any "non-owned auto", or any vehicle used as a temporary substitute for "your covered auto", when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
9. Loss to equipment designed or used for the detection or location of radar or laser.
10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
- a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.

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

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
- a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
- vehicles designed for use on public highways. This includes road testing and delivery.

12. Loss to "your covered auto" or any "non-owned auto" for the purpose of:
- a. Participating or competing in; or
 - b. Practicing or preparing for; any prearranged or organized:
 - (1) Racing or speed contest; or
 - (2) Driver skill training or driver skill event.

13. Loss to, or loss of use of, a "non-owned auto", or any vehicle used as a temporary substitute for "your covered auto", rented by:

- a. You; or
 - b. Any "family member";
- if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

14. Loss to any custom furnishings or equipment in or upon any private passenger auto. Custom furnishings or equipment include but are not limited to:

- a. Body, engine, exhaust or suspension enhancers;
- b. Winches, or anti-roll or anti-sway bars;
- c. Custom grilles, louvers, side pipes, hood scoops or spoilers;
- d. Custom wheels, tires or spinners; or
- e. Custom chrome, paintwork, decals or other graphics.

15. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used for the delivery of food or products, including but not limited to newspapers and magazines.

This exclusion (15.) does not apply to a delivery by any person as a volunteer.

16. Loss to "your covered auto" or any "non-owned auto" while being operated by any person while under the influence of alcohol or a controlled substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs.

This exclusion (16.) does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional.

17. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in Exclusion 11.

18. Loss to "your covered auto" being maintained or used by any person while employed or otherwise engaged in any "business".

This exclusion (18.) does not apply to the maintenance or use of a "your covered auto" if you have notified us before the loss that such "your covered auto" will be used in "business".

19. Loss to "your covered auto" or any "non-owned auto" while being operated by any "family member" or other person who is a resident of your household unless you have notified us before the loss that such "family member" or person is an operator.
20. Loss to "your covered auto" while rented or leased to any organization or person other than you or any "family member".
21. Loss to "your covered auto" which occurs while:
- Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
 - Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".
22. Loss to, or loss of use of, a "non-owned auto" used by:
- You; or
 - Any "family member";
- in connection with a personal vehicle sharing program if the provisions of such a personal vehicle sharing program preclude the recovery of such loss or loss of use, from you or that "family member", or if otherwise precluded by any state law.
23. Loss to any vehicle which is designed or can be used for flight.
24. Loss to "your covered auto" while it is being regularly garaged more than two days per week at a location other than the address of the named insured.
25. Loss to "your covered auto" or any "non-owned auto" if the operator of the insured automobile is, at the time of or immediately preceding the time of loss, using a handheld electronic wireless communication device, such as a cell phone or tablet. Such use includes but is not limited to writing, sending, or reading text-based communications or making receiving telephone calls. We shall have the right to request phone, cellular, and data records to verify usage.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
- Actual cash value of the stolen or damaged property; or
 - Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to any "non-owned auto", or any temporary substitute for "your covered auto", which is a trailer is \$1,500.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

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

- You; or
- The address shown in this Policy.

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

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

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" or any vehicle used as a temporary substitute for "your covered auto" shall be excess over any other collectible source of recovery including, but not limited to:

- Any coverage provided by the owner of the "non-owned auto" or any vehicle used as a temporary substitute for "your covered auto".
- Any other applicable physical damage insurance.
- Any other source of recovery applicable to the loss.

APPRAISAL

- A.** If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B.** We do not waive any of our rights under this Policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

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

- A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B.** A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 - c. To recorded statements.
 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 5. Submit a proof of loss when required by us.
- C.** A person seeking Uninsured Motorists Coverage must also:
1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.
- D.** A person seeking Coverage For Damage To Your Auto must also:

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

PART F – GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

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

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

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

FRAUD

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

LEGAL ACTION AGAINST US

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

OUR RIGHT TO RECOVER PAYMENT

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

POLICY PERIOD AND TERRITORY

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

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

TERMINATION

A. Cancellation

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

1. The named insured shown in the Declarations may cancel by:

- a. Returning this Policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
- 2.** We may cancel by mailing to the named insured shown in the Declarations at the address shown in this Policy. If the cancellation is for:
- a. nonpayment of the premium due, **you** will have a seven (7)-day grace period in which to pay the late premium with no penalty. If your payment is not postmarked or received on time by us or our agent, **we** will mail a notice of cancellation containing the date on which the policy will be canceled. That date will be at least eight days after the due date. The cancellation will be effective at 12:01 AM. The grace period does not apply to the first payment.
 - b. any other reason, **we** will mail the notice at least ten (10) days before the effective date of cancellation.
- 3.** After this Policy is in effect for 60 days, or if this is a renewal or continuation policy, we may cancel only for the following reasons:
- a. **You** do not pay the required premium for this policy when due.
 - b. The insurance was obtained through fraud or material misrepresentation.
 - c. **You**, any other driver who lives with **you** and who customarily operates a **covered vehicle**, or any other driver who regularly or frequently operates a **covered vehicle**:
 - (1). has had their driver's license suspended or revoked during the policy period,
 - (2). becomes permanently disabled either physically or mentally and that individual does not produce a certificate from a physician or a registered nurse practitioner testifying to that individual's ability to operate a motor vehicle,
 - (3). is or has been convicted during the 36 months immediately preceding the effective date of the policy or during the policy period of:
 - i. Criminal negligence resulting in death, homicide or assault, and arising out of the operation of a motor vehicle,
 - ii. Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs,
 - iii. Leaving the scene of an accident,

- iv. Making false statements in an application for a driver's license, or
 - v. 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 that may be imputed by law to the **named insured** arising out of the maintenance, operation, or use of a motor vehicle by such excluded person.

- d. **We** are placed in rehabilitation or receivership by the insurance supervisory official in our state of domicile or by a court of competent jurisdiction or the Director of Insurance has suspended **our** Certificate of Authority based on our financially hazardous condition.
- e. Your **insured vehicle** is used regularly and frequently for commercial purposes by:
 - (1). **You**,
 - (2). any other driver who lives with you and who customarily operates your **insured vehicle**, or
 - (3). any other driver who regularly and frequently operates your covered auto.
- f. **You**, any other driver who lives with you and who customarily operates your covered auto, or any other driver who regularly and frequently operates your **insured vehicle** 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 are covered by a motor vehicle liability insurance policy issued by another insurer expressly providing such coverage.
- g. The Director of Insurance determines that the continuation of this policy would place **us** in violation of the laws of Arizona or would jeopardize **our** solvency.

We will not cancel based solely on the age, race, color, religion, sex, national origin, or ancestry of anyone who is an **insured**. We will not cancel based on the residence location.

Upon cancellation, **you** may be entitled to a premium refund.

The effective date of cancellation shown in the notice will be the end of the policy period. All policy fees and filing fees are fully earned as soon as coverage goes into effect.

B. Nonrenewal

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

We will not nonrenew based solely on the age, race, color, religion, sex, national origin, or ancestry of anyone who is an insured. We will not nonrenew based on the residence location unless you establish a primary residence outside Arizona. Subject to this notice requirement, if the policy period is:

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

C. Automatic Termination

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

D. Other Termination Provisions

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

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

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

TWO OR MORE AUTO POLICIES

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

SETTLEMENT OF CLAIMS

We may use estimating, appraisal, or injury evaluation systems to assist **us** in adjusting claims under this policy and to assist **us** in determining the amount of damages, expenses, or loss payable under this policy. Such systems may be developed by **us** or a third party and may include computer software, databases, and specialized technology.

TERMS OF POLICY CONFIRMED TO STATUTES

If any provision of this policy fails to conform to the statutes of the state listed on **your** application as **your** residence, the provision shall be deemed amended to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

PAYMENT OF PREMIUM AND FEES

If **your** initial premium payment is by check, draft, electronic funds transfer, or similar form of remittance, coverage under this policy is conditioned on payment to **us** by the financial institution. If the financial institution upon presentment does not honor the check, draft, electronic funds transfer, or similar form of remittance, this policy may, at **our** option, be deemed void from its inception. This means **we** will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, electronic funds transfer, or similar form of remittance had been honored by the financial institution. Any action by **us** to present the remittance for payment more than once shall not affect **our** right to void this policy.

In addition to premium, fees may be charged on **your** policy. **We** may charge fees for various items, including, but not limited to, installment payments, late payments, SR22, and other transactions. Payments made on **your** policy will be applied first to fees, then to premium due.

PREMIUM REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering a refund is not a condition of cancellation.

If **we** cancel this policy for any reason other than nonpayment of premium, any refund due will be computed on a daily pro-rata basis. If **we** cancel this policy due to nonpayment of premium, the premium refund, if any, will be made pursuant to **our** rules and rates.

Electronic Signatures

An electronic signature is the legal equivalent of **your** manual/handwritten signature. **You** further agree that **your** electronic signature on the application for insurance (hereafter referred to as **your** "E-Signature") is as valid as if **you** signed the document in writing and **you** agree to not repudiate the meaning of **your** electronic signature or claim that **your** electronic signature is not legally binding. **You** also agree that no certification authority or other third party verification is necessary to validate **your** E-Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of **your** E-Signature or any resulting agreement between **you** and **us**.

Consent To Electronic Delivery

By **your** signature beneath "Consent For Electronic Delivery and Access to Policy Documents" on the application for insurance, **you** agree to receive information electronically from **us**. These documents and information will be collectively known as "Electronic Communications", and may include, but not be limited to, billing statements, cancellation notices, requests for additional documentation and policy renewal notices, as allowed by Arizona law. **You** are acknowledging that **you** are able to use email and accept Electronic Communications provided via email as reasonable and proper notice for the purpose of fulfilling any and all rules and regulations, and agree that such **Electronic Communications** fully satisfy any requirement that communications be provided to **you** in writing or in a form that **you** may keep. **You** further acknowledge that **your** email listed on the application for insurance is correct and it is **your** responsibility to notify **us** of any change to **your** email address in order to continue receiving electronic communication. **You** further agree that it is **your** responsibility to regularly check **your** email for correspondence from **us**. **You** have the right to withdraw **your** consent to receive Electronic Communications and receive paper notifications by notifying **us** in writing, either online or written request.

Joint and Individual Interests

If there is more than one Named Insured on this policy, any Named Insured may cancel or change this

policy. The action of one Named Insured will be binding on all persons provided coverage under this policy.

Driver Exclusion

If **you** have asked **us** to exclude any person from coverage under this policy, as shown on the **Declarations Page**, then **we** will not provide coverage under any parts of this policy ("**Excluded Driver**"). This exclusion does not apply to Uninsured Motorist Coverage or Underinsured Motorists Coverage for any claim arising from an accident or loss involving **your insured auto** or any other **auto** that occurs while it is being operated by an **Excluded Driver**. This includes any claim for damages made against **you** or an insured or for any other person or organization that is vicariously liable for an accident arising out of the operation or use of your **insured auto** by the **Excluded Driver**. The driver exclusion will continue to apply to this policy and all renewals, reinstatements and/or replacement policies unless **we** get written notice from **you** removing the **Excluded Driver** and the extra premium for coverage of that driver is paid.

Declaration

By acceptance of this policy, **you** represent that:

1. All information shown on the **Application** and the **Declarations Page** is true and accurate; and
2. All **residents** in **your** household over the age of 14 years, and all regular operators of any **insured auto** have been disclosed to **us**.

This policy is issued in reliance upon the truth of these representations and is conditioned upon the truthfulness of all material representations made by **you**. **Your Application**, completed coverage election and rejection forms accepted by **us**, this policy, and any endorsements issued by **us** contain all of the agreements existing between **us** and the named insured relating to this insurance.