

United Insurance Company
ARIZONA
AUTO POLICY

Managed by



P.O. Box 90545 Phoenix, AZ 85066

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POLICY AGREEMENT

This Personal **Auto** Policy is a binding contract between **You** and us. The contract includes the **Declarations Page**, endorsements, the **Application**, the Personal **Auto** Policy, and all attachments. **We** will insure **You** subject to the terms of this policy once **You** pay **Your Premium payment**. The **Declarations Page** shows a premium for each type of coverage

purchased. The selected coverages in this policy apply only to occurrence while the policy is in force.

This policy contains all of the agreements between **You** and us and any of our agents. The terms of this policy cannot be modified by any oral agreement. Any waiver or change of any provision of this policy must be in writing by us to be valid.

YOUR DUTIES IN CASE OF ACCIDENT OR LOSS

In case of an **Auto accident** or loss, **You** or any person claiming coverage under his policy must:

Notify us promptly. **You** or someone for **You** must notify us within thirty (30) day or when practicable. **You** must call our claims office during **Business** hours. The notice must be given and include the time, place, and circumstance of the **accident** or loss. Such notice must also give the license plate numbers of the **Vehicles** involved, and the names and addresses of injured persons and witnesses. **YOUR FAILURE TO PROMPTLY REPORT A LOSS OR ACCIDENT TO US MAY JEOPARDIZE YOUR COVERAGE UNDER THIS POLICY.**

Cooperate with us in any matter concerning a claim or suit.

Provide us access, as **We** may reasonably require, to the recorded data contained within **The insured Auto**'s event data recorder (EDR), global positioning system (GPS) or similar device, concerning an **accident**, claim or suit.

Submit to physical examination at our expense, by doctors **We** select, as often as **We** may reasonably require, and authorize us to obtain medical and other records.

Provide any written proof of loss under oath that **We** require.

Not admit any fault, assume any obligation, or agree to incur any expense concerning any claim or **accident**.

Attend hearings and trials as a court or **We** may require.

Send us promptly any legal papers received to any claim or suit.

Submit to **Statements** or examinations under oath and subscribe to the same as **We** may reasonably require.

Allow us to take signed or recorded **Statements** when and as often as **We** may reasonably require. **We** may examine any insured person under oath, while not in the presence of any other insured person. This examination may be about any matter relating to this insurance or the claim, including an insured person's books and records. In case of the examination, an insured person must sign their **answers**.

A person claiming coverage for **Property damage** must take reasonable steps after the **accident** to protect the property from further loss. A person claiming coverage for loss or damage to **The insured Auto** must do the same. **We** will pay reasonable expenses for that protection. In case of any theft or vandalism of **The insured Auto**, **You** must promptly file a written report with the appropriate law enforcement agency. **You** must also allow us to inspect and appraise the damaged property before its pair or disposal.

YOUR FAILURE TO COMPLY WITH ANY OR ALL OF THE LISTED CONDITIONS ABOVE MAY RESULT IN OUR REFUSAL TO EXTEND TO YOU ANY PROTECTION UNDER THIS POLICY FOR THE ACCIDENT OR LOSS.

DEFINITIONS USED THROUGHOUT THIS POLICY

Unless defined differently elsewhere in this policy, the words and phrases listed below shall have the following meanings and shall appear in bold print.

"**Accident**" means a sudden, unexpected, and unintended event causing **Bodily injury** or **Property damage**, arising out of the **Ownership**, maintenance or use of an **Auto**. Coverage under this policy shall not apply if the insured intended the **accident** or its consequences or could have expected from the viewpoint of the insured.

All **Bodily injury** and **Property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **accident**.

"Actual cash value" means **Market value** at the time of the loss based upon **Vehicle** mileage, age, condition, original optional equipment, and comparable **Vehicles** available for sale within a reasonable geographic radius as documented in an electronic database of publications and dealerships, less **Depreciation** and/or **Betterment**.

"Additional Auto" means an **Auto** that **You** become the **Owner** of and that **You** get or purchase during the policy period, and under this policy **We** insure all **Autos** **You** own or lease for a term of at least six months.

To qualify as an **Additional Auto** under this policy, any newly acquired **Auto** must be an acceptable risk to us under our underwriting guidelines.

"Application" means the form entitled **Application** for Insurance that contains **Statements**, coverage options, and agreements that form part of this policy.

"Auto" means a licensed and registered motorized four—wheel land **Vehicle** of the private passenger type intended for use on public roads. An **Auto** includes a pickup, van, or sport utility **Vehicle**, with a load capacity of 1500 lbs. or less. An **Auto** does not include motorcycles, midget cars, golf carts, tractors, farm machinery, any **Vehicle** operated on rails or crawler treads, or any **Vehicle** used as a residence or premises.

"Auto Business" means the **Business** of selling, leasing, repairing, servicing, delivering, testing, road testing, towing, storing, disposing of, or parking **Vehicles** or **Trailers**.

"Betterment" means a deduction for making an item better or adding value thereto.

"Bodily injury" means injury to the body, including sickness or disease, resulting in impairment of physical condition, including death resulting from it, which is caused solely by an **accident** covered under this policy and occurring while the policy is in force.

"Business" means trade, profession, occupation, course of employment, job, or commercial use of any kind. **Business** shall not include the use of **The insured Auto** to carry tools and supplies between **Your** home and job site.

"Crime" means any felony and includes any attempt to elude law enforcement personnel.

"Declarations Page" means the document **You** receive from us listing the types of coverage **You** have selected, the limit for each coverage, the cost for the coverage, the specified **Autos** covered by this policy, the types of coverage for each such **Auto**, and other information applicable to this policy.

"Depreciation" means the loss of value caused by physical, technological, social, and/or location deterioration.

"Included but are not limited to," "including but not limited to," or "includes but is not limited to" means that a list of specific items that is not exhaustive and could contain other specific items not listed, but is contained within an enumerated broad general category or definition.

"Market value" means the amount that a seller may expect to obtain for merchandise, services, or securities in the open market.

"Minimum Statutory Limits" means the minimum policy limits for **Vehicle** liability coverage required by the law of the **State** of Arizona.

"Non-owned Auto" means any **Auto** used by **You** with the express or implied permission of the **Owner** and not owned by, furnished, or available for the regular use of **You**, a **Relative**, or a **Resident**. To qualify as a **Non-owned Auto** under this policy, the **Auto** must be an acceptable risk to us, under our underwriting guidelines. **Non-owned Auto** does not include a **Substitute Auto**.

"Occupying" means in, upon, entering into, or exiting from.

"Owner" means to hold actual legal title to the **Vehicle**, to have legal possession of the **Vehicle** that is subject to a conditional sale agreement or mortgage, or to have legal possession of the **Vehicle** that is leased to that person,

"Owner" means any person who, with respect to a **Vehicle**, has legal title to the **Vehicle**, has legal possession of the **Vehicle** that is subject to a conditional sale agreement or mortgage, or has legal possession of the **Vehicle** that is leased to that person.

"Premium payment" means the actual receipt of cash funds by us.

"Property damage" means physical damage to tangible property, including destruction or loss of its use, which is caused solely by an **accident** covered under this policy and occurring while the policy is in force.

"Racing" means participating in any race, speed, demolition, stunt, timed contest or activity, whether organized or not. **Racing** includes preparation for the contest or activity.

"Relative" means any person related to **You** by blood, marriage, or adoption, including a ward or foster child, who lives in **Your** household, even if temporarily living elsewhere. **Relative** includes a minor under **Your** guardianship who lives in **Your** household.

"Rental Vehicle" means an **Auto** **You** rent or hire for a term of fourteen (14) days or less in one 30-day period while such **Auto** is in **Your** custody or is being operated by **You** or a **Relative**. An **Auto** **You** rent or hire for more than fourteen (14) days in one 30-day period is a **Vehicle** regularly available to **You**. **Rental Vehicles** may be rented or hired only from an entity licensed conduct such **Business** under applicable **State** laws

"Replacement Auto" means an **Auto** that **You** become the **Owner** of and that **You** get or purchase during the policy period to replace an **Auto** described on the **Declarations Page** because of:

Termination of **Your** **Ownership** interest in an **Auto** described on the **Declarations Page** ; or

Mechanical breakdown, theft, deterioration or **Total loss** of an **Auto** described on the **Declarations Page**, rendering it permanently inoperable.

"Resident" means a person living in **Your** household, other than **You** or a **Relative**.

"State" means the District of Columbia and any **State** of the United **States** of America.

"Substitute Auto" means an **Auto** **You** use temporarily while an **Auto** described on the **Declarations Page** is not available for use. Use of the **Substitute Auto** must result directly from servicing, repair, theft, destruction, or malfunction of the **Auto** described on the **Declarations Page**. **Substitute Auto** does not include any **Vehicle** owned by **You**, a **Resident** or a **Relative**, or that is regularly available to **You**, a **Resident** or a **Relative**.

"The insured Auto" means:

Any **Auto** described on the **Declarations Page**.

Any **Trailer** **You** own while it is attached to **The insured Auto**. For coverage to be provided under Part D --

Coverage for Damage to **The insured Auto** of this policy, the **Trailer** must be listed on the **Declarations Page** and a premium paid.

A Replacement Auto. **You** must notify us within thirty (30) days of **Your** acquisition of the **Replacement Auto** for it to be considered **The insured Auto**. The **Replacement Auto** will have the broadest coverage, except for Part D — Coverage for Damage to **The insured Auto** We now provide for the **Auto** being replaced only if **You** notify us within the thirty (30) day period following the acquisition of the **Replacement Auto**. If the **Auto** being replaced has coverage under Part D - Coverage for Damage to **The insured Auto** — **You** must notify us within five (5) days of the date **You** either become **Owner** of the **Replacement Auto** or **You** take physical possession of the **Replacement Auto**, whichever comes first, to continue this coverage for the **Replacement Auto**. If the **Auto** being replaced does not have coverage under Part D, **We** will add this coverage for the **Replacement Auto** effective after **You** ask us to do so. All insurance for the **Auto** being replaced ends when **You** take delivery of the **Replacement Auto**.

An Additional Auto. **You** must notify us within seven (7) days of **Your** acquisition of the **Additional Auto** for it to be considered **The insured Auto**. These provisions apply only if on the date **You** acquire the **Additional Auto** We insure all **Vehicles** **You** own and **You** ask us to insure the **Additional Auto** within seven (7) days of the date **You** acquire it. The **Additional Auto** will have the broadest coverage, except for Part D - Coverage for Damage to **The insured Auto**, We now provide on **Your** policy only if **You** notify us within the seven (7) day period following the acquisition of the **Additional Auto**. If any **Auto** listed on the **Declarations Page** has coverage under Part D —Coverage for Damage to **The insured Auto** —**You** must notify us within four (4) days of the

date **You** either become **Owner** of the **Additional Auto** or **You** take physical possession of the **Additional Auto**, whichever comes first, to continue coverage under Part D for the **Additional Auto**. If no **Auto** listed on the Declaration Page has coverage under Part D, **We** will add coverage for the **Additional Auto** effective after **You** ask us to do so.

A Substitute Auto. A **Substitute Auto** is provided the same coverage as the **Auto**, which it temporarily replaces.

For purposes of the policy any **Auto** leased by **You** under a written agreement for a continuous period of at least six (6) months is owned by **You**. To qualify as a **Substitute Auto** under this policy, the **Auto** must be an acceptable risk to us under our underwriting guidelines.

"Total loss" means:

Theft of the **Vehicle** if the **Vehicle** is not recovered within thirty (30) days; or

Any other loss to the **Vehicle** that is payable under Part D — Coverage for Damage to the Insured **Auto** if the cost to repair the damage, when added to the salvage value, exceeds the **Actual cash value** of the **Vehicle** at the time of the loss.

"Trailer" means a device or **Vehicle** that is not self-propelled and is designed to be towed by an **Auto**, including a farm on or farm tool, and while being towed by an **Auto**. A mobile home, travel **Trailer**, or any **Vehicle** that can be lived in or is self-propelled, is not a **Trailer**.

"Vehicle" means a surface transportation device used for conveying goods, passenger or equipment.

"We," "us," and "our" mean the company on the **Declarations Page**.

"You" and **"Your"** mean the named insured shown on the **Declarations Page** and include **Your** spouse, if living in the same household.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

If the **Declarations Page** shows a premium charged for this coverage, **We** will pay damages for **Bodily injury** and **Property damage** for which an insured person is legally liable because of an **accident**. This shall be up to the policy limits **Stated** on the **Declarations Page**. **We** will not cover punitive or exemplary damages.

We will settle or defend, as **We** consider appropriate, any claim or action that the policy covers. Our duty to settle or defend ends when our limit of liability for this coverage is exhausted by payment of judgment or settlement. **We** have no duty to settle or defend any claim or action that this policy does not cover.

ADDITIONAL DEFINITIONS USED IN PART A ONLY

As used in this part, "**insured person**" means:

You; or

A Relative, or a **Resident**

Any other person using **The insured Auto** with **Your** express or implied permission.

As used in this Part "**insured person**" means with respect to a **Non-owned Auto** or a **Rental Vehicle**, **You**, a **Relative**, or a **Resident** as described above.

ADDITIONAL BENEFITS - PART A ONLY

When **We** defend an insured person under this Part, **We** will provide the following benefits:

We will pay costs **We** incur to investigate the **accident**.

We will pay costs **We** incur to arrange for the settlement of any claim or action.

As **We** deem appropriate, **We** will defend the Insured person, hire and pay a lawyer, and pay all defense costs. **We** have no duty to defend any claim or action not covered under this policy.

As **We** deem appropriate, **We** will pay costs **We** incur to investigate and settle any claim or action.

We will pay the interest that accrues after judgment is entered against an insured person and before **We** have offered to pay or have deposited with the court sums that are not more than our limit of liability, on damages awarded in a suit **We** defend.

Will pay premiums on appeal and attachment bonds if required in an action **We** defend. **We** will neither apply for nor obtain bonds, nor pay the premium on any bond that exceeds our limit of liability.

We will pay up to \$250 for the cost of all bail bonds for insured person resulting from any one **accident**. **We** will not apply for nor obtain any bail bond.

We will reimburse an insured person for lost wages, up to \$50 a day, but not other income, if or when **We** ask that insured person to help us investigate or defend any claim or action.

We will reimburse any other reasonable costs an insured person incurs by our request.

To receive Additional Benefits under this section, **You** must submit a claim and provide proof entitlement thereto.

EXCLUSIONS — PART A ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover:

Bodily injury or Property damage that results from nuclear reactions, radiation, or fallout. This exclusion applies to amounts of coverage above the **Minimum Statutory Limits**.

Bodily injury or Property damage covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.

Bodily injury or Property damage caused intentionally by or at the direction of an insured person. Coverage under this Part shall not apply if the insured either intended the **accident** or its consequences were either intended by the insured, or could have expected them from the viewpoint of a reasonable and prudent person.

Bodily injury or Property damage that results from the maintenance or use of an **Auto** without a reasonable belief that that "insured" is entitled to do so. This exclusion (A.4.) does not apply to a "family member" using "your covered auto" which is owned by you.

Liability for any **Bodily injury or Property damage** assumed by or imposed on an insured person under any agreement, contract or bailment.

Bodily injury to an insured person's employee that arises during employment;

Unless coverage is required under workers' compensation, disability benefits, or similar laws, **We** will provide coverage for an insured person's domestic employee injured in an **accident** in the course of employment.

Bodily injury occurring during the course of employment if benefits are payable or available under a workers' compensation law or similar law.

Bodily injury or Property damage that results from the ownership, maintenance, or use of a **Vehicle** while used to transport persons or property for a fee or compensation. This exclusion does not apply to shared-expense car pools or to use by an insured person of a motor **Vehicle** in the course of an insured person's volunteer work for a tax-exempt organization.

Bodily injury to You, a Relative, or an insured person while driving The insured Auto.

This exclusion applies to amounts of coverage above the **Minimum Statutory Limits**.

Bodily injury to You, a Resident or a Relative arising out of the ownership, maintenance, or use of **The insured Auto**.

This exclusion applies to amounts of coverage above the **Minimum Statutory Limits**.

Property damage to property owned or being transported by an insured person.

Bodily injury or Property damage arising out of the operation of equipment or machinery not listed on the **Declarations Page**.

Property damage to property an insured person rents, uses, or has charge of, except a residence or private garage, including loss of its use.

Bodily injury or Property damage resulting from the ownership, maintenance, or use of any **Vehicle** other than **The insured Auto**, which is owned by, furnished or available for the regular use of **You, Relative, or a Resident**.

Bodily injury or Property damage arising out of an insured person's ownership, maintenance, or use of a **Vehicle** designed mainly for use off of public roads.

Bodily injury or Property damage from any **Vehicle** located inside a facility designed for **Racing**, for the purpose of competing in; or practicing or preparing for; any prearranged or organized **Racing** or speed contest.

Bodily injury or Property damage that is incurred while **The insured Auto** is leased or rented to others.

Bodily injury or Property damage sustained by an insured person while **Occupying** any **Vehicle** located off of a public road for use or used as a residence or premises.

Bodily injury or Property damage resulting from an **Auto Business**. However, this exclusion does not apply to **You**. This is provided that the **Bodily injury or Property damage** arises out of **Auto Business** operations conducted by someone other than **You, a Relative or Resident**.

Bodily injury or Property damage incurred while any **Vehicle** is used for towing a **Trailer** not designed for use with that **Vehicle**, and which is owned or rented by an insured person, and not listed on the **Declarations Page**.

This exclusion applies to amounts of coverage above the **Minimum Statutory Limits**.

Bodily injury or Property damage resulting from the use of any **Vehicle** by a person or persons specifically excluded by endorsement.

Bodily injury or Property damage benefits payable under the "No Fault Laws" of the following **States**; Arkansas, Delaware, Washington DC, Florida, Hawaii, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, New York, North Dakota, Oregon, Texas, Utah, and Washington.

LIMITS OF LIABILITY - PART A ONLY

As to any insured person, the limits of liability shown on the **Declarations Page** shall apply. **We** will pay these limits of liability as follows:

The **Bodily injury** limit for "each person" is the most **We** will pay for all damages, including damages for derivative claims, resulting from **Bodily injury** sustained by one person in one **accident**.

Derivative claims include claims for care, loss of services, and loss of consortium. Damages for derivative claims will be payable only under the same "each person" limit of liability as the **Bodily injury** from which they derive.

The **Bodily injury** limit for "each **accident**" is the most **We** will pay for all damages resulting from **Bodily injury** sustained by more than one person in one **accident**. It includes all damages for care, medical expenses, loss of services, loss of society, comfort, companionship, loss of consortium,

In addition, it includes any other damages in any way arising out of, or deriving from such **Bodily injury**.

The **Property damage** limit for "each **accident**" is the most **We** will pay for all damages to property, including loss of its use, in one **accident**.

We will not pay **Bodily injury or Property damage** for any amount in excess of the **Minimum Statutory Limits** of the **State** where the **accident** occurs and arising out of the use of **The insured Auto** or any other **Vehicle** while the insured person is in the commission of a **Crime**.

Regardless of the limits of liability shown on the Declaration Page or elsewhere in this policy, the limits for **Bodily injury** and **Property damage** liability afforded by this policy to an insured person other than:

You; or

A Relative or a Resident of Your household, shall not exceed those amounts necessary to satisfy the **Minimum Statutory Limits** of the financial responsibility law of the **State** of Arizona.

This is the maximum **We** will pay regardless of the number of premiums or **Autos** 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 the person under Part B — Medical Payments Coverage or Part C - Uninsured/Underinsured Motorists Coverage of this policy when the insured person receives full compensation for the **Bodily injury**.

An **Auto** and attached **Trailer** are considered one **Auto**. Therefore, our limits of liability will not be increased for any **accident** involving an **Auto** that has an attached **Trailer**.

FEDERAL TORT CLAIMS ACT EXCLUSION

The following are not insured persons under Part A of the policy;

The United **States** of America or a federal agency.

Any person for **Bodily injury** or **Property damage** resulting from a person acting in the scope of employment for the United States of America or a federal agency when the provisions of the Federal Tort Claims Act apply as used herein, "federal agency" means federal agency as defined in the Federal Tort Claims Act.

CONFORMITY WITH STATE FINANCIAL RESPONSIBILITY LAWS

When **We** certify this policy as proof under a **State** Financial Responsibility law, it will comply with that law to the extent of the coverage and limits of liability required by that law.

You agree to reimburse us for any such payment that **We** make under the provisions of this section of the policy.

OUT OF STATE INSURANCE

We will increase the policy limits to the required minimum limits of that **State** that requires a minimum Financial Responsibility limit for nonresidents. This shall occur if an insured person is operating an **Auto** in that **State**. No person shall be entitled to duplicate payments for the same element of loss.

OTHER INSURANCE – PART A ONLY

Coverage for a **Vehicle** not listed on the **Declarations Page** shall be excess insurance over any other valid and collectible insurance. **We** will pay our proportionate share of damages and reasonable and necessary attorney fees and costs as our limit of liability bears to the total of all applicable liability limits. This is if a primary duty to defend exists under this policy and other applicable liability insurance exists. Coverage for newly acquired **Autos** does not apply where there is other valid and collectible insurance.

However, any insurance **We** provide for an **Auto** **You** do not own will be primary insurance if the **Auto** is insured under a policy affording coverage to a named insured engaged in the **Business** of selling, repairing, servicing, delivering, testing, road testing, parking, towing or storing motor **Vehicles**. This applies only if **You** are operating the **Vehicle** and are neither the person engaged in such **Business** nor that person's employee or agent.

Any insurance **We** provide for an **Auto** **You** own shall be excess to that of a person engaged in the **Business** of selling, repairing, servicing, delivering, testing, road testing, parking, towing or storing motor **Vehicles**, if the **accident** occurs while the **Vehicle** is being operated by that person's employee or agent, If **You**, a **Relative** or a **Resident** has other insurance against an **accident** covered by this Part, the following applies:

We will not pay a greater proportion of the damages than the applicable limit of liability stated on the **Declarations Page** bears to the total applicable limits of liability of all valid and collectible insurance against any such **accident**.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

If the **Declarations Page** shows a premium charged for this coverage, **We** will pay medical expenses not exceeding the limits shown on the **Declarations Page**, incurred as a result of **Bodily injury** caused by an **accident** and sustained by an insured person.

Coverage under this Part shall not apply if the **accident** or its consequences **Were** either intended by the insured, or could have reasonably been expected from the viewpoint of the insured.

We will pay only for those expenses incurred for services rendered within one year from the date of the **accident**.

ADDITIONAL DEFINITIONS USED IN PART B ONLY

As used in this Part:

"Accident" as used in this Part, shall also mean an occurrence involving an insured person and must involve the actual physical impact of the **Vehicle** or the insured person with another object in order for coverage under this Part to apply.

Acupuncture" means the treatment of pain or disease by inserting the tips of needles at specific point in the skin.

"Medical expenses" means usual and customary charges incurred for reasonable and necessary services rendered to or on behalf of an insured person with one year from the date of the **accident**. Medical expenses include the following: medical, surgical, x-ray, and dental services when performed by a licensed medical professional; pharmaceuticals; prosthetic devices; eye glasses; necessary ambulance, hospital, and professional nursing services when they are prescribed by a licensed medical professional; and funeral services.

Reasonable **medical expenses** do not include expenses:

For treatment, services, products or procedures that are;

Experimental in nature, for research or not primarily designed to serve a medical purpose; or

Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the **Bodily injury**; or

incurred for:

The use of thermography or other related procedures of similar nature;

The use of acupuncture or other related procedures of a similar nature;

The use of chiropractic care or other related procedures of a similar nature; or

The purchase or rental of equipment not primarily designed to serve a medical purpose.

"Insured person" means:

You, any **Relative**, or any **Resident** who sustains **Bodily injury** caused by an **accident**;

While **Occupying** any **Auto**; or

When struck as a pedestrian by a **Vehicle**.

Any person other than **You**, any **Relative**, or any **Resident** who sustains **Bodily injury** caused by an **accident**:

While **Occupying** **The insured Auto** as a guest passenger; or

While operating or using **The insured Auto** with **Your** express or implied permission and within the scope of permission granted.

As used in this Part, occupants regularly residing in **You** household under the age of fifteen (15) years of age will be considered insured persons.

"Thermography" means a diagnostic technique in which an infrared camera is used to measure temperature variations on the surface of the body.

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

EXCLUSIONS - PART B ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover Bodily injury:

That results from a nuclear reaction, radiation, or fallout.

Covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.

That results from the maintenance or use of any **Vehicle** without the express or implied permission of the **Owner**.

To an insured person's employee which arises in the course of employment. Unless coverage is required under workers' compensation, disability benefits, or similar laws, **We** will provide coverage for an insured person's domestic employee injured in an **accident** in the course of employment.

To an insured person's co-worker occurring in the course of employment if such injury arises out of the insured person's use of a **Vehicle** or **Trailer** in any **Business**,

That results from the ownership, maintenance, or use of a **Vehicle** while used to transport persons or property for a fee or compensation. This exclusion does not apply to shared-expense car pools or to use by an insured person of a motor **Vehicle** in the course of an insured person's volunteer work for a tax-exempt organization.

Arising out of the operation of equipment or machinery not listed on the **Declarations Page**.

Resulting from the ownership, maintenance, or use of any **Vehicle** other than **The insured Auto**, which is owned by, furnished or available for the regular use of **You**, a **Relative**, a **Resident**, or a nonresident's use.

Arising out of the ownership, maintenance, or use of any **Vehicle** other than one with four wheels.

Resulting from the ownership, maintenance, or use of a **Vehicle** in any **Racing** event.

Resulting from any **Auto Business**.

Resulting from the ownership, maintenance, or use of a **Vehicle** by a person employed or engaged in any **Business** other than **Auto Business**. This exclusion does not apply **Business** use of **The insured Auto** has been declared and an additional premium has been paid.

Incurred while **The insured Auto** is being leased or rented to others.

Resulting from the use of a **Vehicle** for snow removal.

Sustained while **Occupying** any **Vehicle** located for use or being used as a residence or premises.

Sustained by **You**, a **Relative**, or a **Resident** while **The insured Auto** is being operated by any **Resident** or **Relative** not listed by **You** on the **Application** or otherwise disclosed to us and listed on the **Declarations Page** before the **accident**.

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 compensation 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 **Declarations 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 **Declarations 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 **Declarations 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 **Vehicles** original manufacturer or not sold as an original option for the listed **Vehicle**'s identification number.

"Deductible" is that sum which is shown on the **Declarations Page** and will be deducted from the loss.

"Diminution of value" means the difference in the **Actual cash value** of **The insured Auto** immediately before and after a loss.

"Loss" means sudden, direct, and **accidental** damage to, or theft of, **The insured Auto** including its original optional equipment, which is permanently installed at the factory by the **Vehicle** manufacturer or authorized dealer. Custom or additional equipment over the maximum limit of \$500 under this Part is covered only if it is declared before the loss and an additional premium is paid. Equipment installed or alterations made by conversion facilities to an **Auto** or camper are not considered standard or original optional equipment.

"Safety equipment" means glass used in the windshield, doors, and windows, as **Well as** glass, plastic or other material used in the lights of **The insured Auto**.

"The insured Auto" shall also mean a **Rental Vehicle** rented from a commercially licensed rental agency, and while used as a **Substitute Auto** for any other **Auto** described in this policy for which coverage under this Part is provided. However, coverage under this Part does not apply:

To any **Auto** driven outside the United **States** of America;

To compensate any party for loss of use or rental value;
To any **Rental Vehicle** or **Trailer** used in any **Business**, including an **Auto Business**; or
To any **Auto** or **Trailer** that is rented for a period in excess of fourteen (14) consecutive calendar days.

EXCLUSIONS - PART D ONLY

READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover **loss**:

That results from nuclear reactions, radiation, or fallout.

Covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.

That results from the ownership, maintenance, or use of **The insured Auto** while used to transport persons or property for a fee or compensation. This exclusion 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.

To **The insured Auto** while it is rented or leased to others.

To clothes, tools, or other personal effects.

To property the insured person rents, uses, or has charge of, including loss of its use. This does not apply to a **Rental Vehicle** subject to the definition of insured **Auto** as used in this Part.

To any **Vehicle** other than one with four wheels unless specifically listed on the **Declarations Page**.

Resulting from the use of any **Vehicle** in any **Racing** event or off-road recreational activity.

To any **Vehicle** or **Trailer** resulting from **Your** employment by, or **Ownership** of, any **Auto Business**.

Resulting from the ownership, maintenance, or use of a **Vehicle** or **Trailer** while a person is engaged in any **Business** activity other than **Auto Business** activities. This exclusion includes use of a **Vehicle** for delivery of goods or services arising out of any **Business**.

Resulting from the use of **The insured Auto** for snow removal.

Caused by war (declared or undeclared), civil war, insurrection, rebellion, or revolution.

Caused to a camper body or **Trailer** owned by **You** and described on the **Declarations Page**. However, coverage does apply to loss to a camper body or **Trailer** which **You** acquire during the policy period if **You** ask us to insure it within 14 consecutive days after **You** acquire it and pay any required premium when due.

Resulting from prior loss or damage; manufacturers' defects; wear and tear; freezing; mechanical or electrical breakdown or failure, or road damage to tires. However, coverage does apply if the loss is the result of other loss covered by this policy.

To any modified suspension equipment, modified engines, modified carburetor systems, or modified equipment, **including but not limited to**:

Aluminum, magnesium, chrome or alloy wheels;

Special wide-tread tires or slicks.

This exclusion does not apply to special equipment as outlined under Custom or Additional Equipment Coverage.

To winches, utility boxes, or tool boxes.

To tapes, compact discs, records, cassettes, or similar recording or recorded media used with sound equipment, including any cases or other containers used in storing or carrying such items.

To custom paint, murals, decals or graphics; special carpeting or furnishings. To sunroofs, moon roofs, t-bar roofs or height extending roofs, bubble domes or similar windows. To refrigeration or cooking equipment and any equipment used for sleeping.

To any electronic equipment, antennas, and other devices used exclusively or primarily to send or receive audio, visual, or data signals, or to play back recorded media. This is provided that such equipment or device is not permanently installed in the dash or console opening of **The insured Auto** by the **Vehicle** manufacturer or dealer and specified as original equipment by the **Vehicle** manufacturer.

To sound receiving or transmitting equipment designed for use as citizen band radios, or two-way mobile radios. Also, televisions not permanently installed in **The insured Auto** by the **Vehicle** manufacturer or dealer and specified as original equipment by the **Vehicle** manufacturer, VCRs, telephones not originally installed by the original make and model **Vehicle** manufacturer or dealer. Also, home high fidelity equipment, scanning monitor receivers, radar or laser detectors. Also any other detection equipment for speed measuring devices, or any accessories or antennas to any of these types of equipment,

To TV antennas, awnings, cabanas, or equipment designed to provide additional living facilities.

To **The insured Auto** while in the care, custody, or control of any person for the purpose of selling **The insured Auto**.

Caused intentionally by, or at the direction of **You**, a **Relative**, a **Resident**, or anyone using **The insured Auto** with **Your** express or implied permission and within the scope of such permission.

To **The insured Auto** caused by or resulting from **You** acquiring an **Auto** from the seller without legal titles available to **You**.

To **The insured Auto** while being operated by a person or persons specifically excluded by endorsement.

To any **Vehicle** that is subject to bailment, lease, conditional sale or consignment agreement not specifically declared and described in this policy.

Caused to **The insured Auto** when it is driven, operated or used with our express or implied permission by a person who:
is under the minimum age to obtain legal authority to drive;
Does not have a valid driver's license; or
Has had their driving privileges rescinded or drivers' license revoked.

Caused to **The insured Auto** when it is driven, operated, or used by any person who resides in **Your** household or is a regular operator of **The insured Auto** and such person is not listed or endorsed on the policy prior to the loss.

Arising out of or due to the use of the **Vehicle** for transportation of any explosive substance, flammable liquid or similarly hazardous materials, except transportation incidental to **Your** ordinary household activities.

Due to confiscation or destruction by governmental or civil authorities.

To paint or discoloration of paint resulting from acid rain, smoke, smog, chemicals, salt, tree sap, or animal or bird droppings unless such loss is a direct result of collision or vandalism.

While **The insured Auto** is being used in the commission of a **Crime**. This exclusion applies only while **The insured Auto** is being used by **You**, a **Relative**, a **Resident**, or any one with **Your** express or implied permission.

To **The insured Auto**, **Non-owned Auto** or **Trailer** for diminution of value.

To any **Non-owned Auto**.

Caused by the theft or conversion of **The insured Auto** by a person to whom **You** have voluntarily entrusted **The insured Auto**.

To any non-dealer or non-factory installed equipment that mechanically or structurally changes **The insured Auto** and results in an increase in performance or a change in appearance.

To, or for loss of use of, a **Rental Vehicle** rented by **You**, a **Relative** or a **Resident** if a **Rental Vehicle** company is precluded from recovering such loss or loss of use, from **You**, a **Relative** or a **Resident** pursuant to the provisions of any applicable rental agreement or **State** law.

To any **Rental Vehicle** or **Substitute Auto** when used by **You**, a **Relative** or a **Resident** without the **Owner**'s express or implied permission or outside the scope of the **Owner**'s permission.

LIMITS OF LIABILITY - PART D ONLY

Our limits of liability for loss shall not exceed the lesser of:

The **Actual cash value** of the stolen or damaged property, at the time of loss, which may include an adjustment for **Depreciation** and/or **Betterment**; or

The amount necessary to repair or replace the property to its physical condition at the time of loss using parts produced by or for the **Vehicle**'s manufacturer or parts from other sources including, but not limited to, aftermarket parts, as specified in Payment of Loss — Part D Only; or

The amount necessary to repair or replace a **Trailer** not owned by **You**, a **Relative** or a **Resident** subject to a maximum of \$500, Non-excluded custom or additional equipment is covered subject to a maximum limit of \$500 unless the value has been reported to us prior to the loss and a premium has been paid for the Custom or Additional Equipment coverage as shown on the **Declarations Page**. Our limit of liability for this equipment shall be the lesser of:

The **Actual cash value** or;

The declared value.

All claims submitted under this Part shall be subject to the applicable deductibles shown on the **Declarations Page**. Any applicable deductible amount and salvage value, if **You** retain the salvage, is subtracted from all loss payments.

We may elect to pay for the cost to repair or replace the property or part. If so, then our liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement. If repair or replacement results in the **Betterment** of the property or part, **We** will not pay for the **Betterment**.

In the event that the coverage applies to a **Vehicle** **You** do not own, our liability is limited to the highest **Actual cash value** of the **Auto** described on the Declaration's Page for which coverage under this Part has been purchased.

If more than one **Auto** shown on the **Declarations Page** is insured under this Part of the policy, then our limit of liability shall not exceed the **Actual cash value** of the highest-valued **Auto** shown on the **Declarations Page**.

If loss to the covered **Auto** is also payable under the Liability coverage of another policy issued by us, **We** will pay for such damage or loss only once, either under this policy or under the Liability section of the other policy.

Sound reproducing equipment and component parts shall be subject to a maximum limit of \$1,000 in the aggregate when permanently installed by a factory or dealer as original equipment in the dash or console opening of **The insured Auto**.

APPRAISAL - PART D ONLY

You or **We** may demand appraisal of the loss. Both parties will be bound by the results of the appraisal.

Each party will appoint and pay a competent disinterested appraiser and will equally share other appraisal expenses. Each appraiser will **State** separately the **Actual cash value** and the amount of loss. If the appraisers fail to agree, they will select an umpire and submit their differences to the umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make selection. An award in writing by any two of these three will determine the amount payable, subject the terms of this policy. Attorney fees shall not be regarded as appraisal expenses. **We** do not waive any rights by agreeing to an appraisal.

PAYMENT OF LOSS - PART D ONLY

We may pay for the loss in money, or repair or replace the damaged or stolen property. If **The insured Auto** is older than two model years from the date of loss, **We** may repair **The insured Auto** using either aftermarket parts or recycled used parts, whichever is deemed to be less expensive by us, and with a deduction for **Depreciation** and/or **Betterment**. **We** may, at any time before the loss is paid or the property is replaced, return at our expense any property either to **You** or to the address shown on the **Declarations Page**, with payment for any resulting damage. **We** may keep all or part of the property

at the agreed or appraised value. **You** do not have the right to abandon salvage to us. **We** may settle any claim for loss either with **You**, or with the **Owner** of the property. Payment for loss is required only if **You** have fully complied with the terms of this policy.

PROOF OF LOSS

You must file written proof of loss within sixty (60) days from the date **We** request it or there will be no coverage under this Part.

OTHER INSURANCE - PART D ONLY

If other insurance applies to a loss covered under this Part, **We** will pay only our share of the loss. Our share is the prorated amount of our limit of liability compared to all available limits of liability. Insurance afforded under this Part of the policy for an **Auto** **You** do not own will be excess over any other applicable coverage or insurance.

NO BENEFIT TO BAILEE

This coverage shall not directly or indirectly benefit any person, organization, group, or other bailee caring for or handling property for a fee or compensation.

ADDITIONAL PAYMENTS

If there is a theft of **The insured Auto**; **We** will pay up to the limits shown on the **Declarations Page**, for the cost of transportation incurred by **You**. This coverage begins 48 hours after **You** notify the police of the theft. The coverage period ends when the **Auto** is returned to use or when **We** pay for the loss. **We** will not pay for the cost of transportation incurred by an insured person if there is a theft only of a **Trailer**.

CAR STORAGE COVERAGE

We will pay up to a reasonable and customary daily rate for the cost of storage of **The insured Auto** in the event of a loss to **The insured Auto** for which coverage is provided under this Part. **We** will pay no more than \$400 total for the cost of storage of **The insured Auto** under this section.

TOWING AND LABOR COVERAGE

If the **Declarations Page** shows a specific premium charged for Towing and Labor Coverage, **We** will pay up to the limits shown on the **Declarations Page** for towing and labor costs incurred each time **The insured Auto** is disabled, which does not include its running out of gas. **We** will cover labor, not including emergency lock smith repair, only if performed at the place of disablement. **You** agree to provide us with proof in the form of verifiable receipts of towing and labor charges incurred.

CUSTOM OR ADDITIONAL EQUIPMENT COVERAGE

If the **Declarations Page** shows a specific premium charged for Custom or Additional Equipment coverage, **We** will pay for direct and **accidental** loss to additional equipment, which **You** have identified to us before the loss, if such equipment is permanently attached to **The insured Auto**. Our limit of liability for loss to additional equipment shall not exceed the lesser of;

The **Actual cash value** of the stolen or damaged property at the time of loss which may include an adjustment for **Depreciation** and/or **Betterment**;

The amount necessary to repair or replace the property as specified Payment of Loss - Part D Only; or

The declared value of the identified equipment as shown on the **Declarations Page**.

The amount referenced above will be reduced by the applicable deductible as listed on the **Declarations Page**.

Our limit of liability for Custom or Additional Equipment coverage under this Part shall not exceed the limit shown on the **Declarations Page**.

We do not cover loss to any of the following types equipment unless declared, approved, and an additional premium is charged for Custom or Additional Equipment coverage:

Awnings, cabanas, campers, custom enclosures, or any other equipment designed to provide additional living facilities;

Any equipment or alteration not permanently installed at the factory by the original make and model **Vehicle** manufacturer or authorized dealer and considered standard or original optional equipment for such **Vehicle**. Equipment installed or alterations made at a conversion facility to an **Auto** or camper is not considered standard or original optional equipment installed by the **Vehicle** manufacturer;

Nonstandard chrome, alloy, aluminum, or magnesium wheels;

Custom wide-tread tires and **Racing** slicks;

Custom chroming or gold plating, two-tone or custom paint work, or custom interior work;

Captains or swivel chairs or tables;

Sun roof, moon roof, T-bar roof, or landau roof, if not permanently installed by the original make and model **Vehicle** manufacturer or the authorized representative of the **Vehicle** manufacturer;

Bubble dome, bubble window, or any deluxe roof treatment;

Satellite navigational devices if not permanently installed by the original make and model **Vehicle** manufacturer or the authorized representative of the **Vehicle** manufacturer;

Any "ground effects" package or "continental kit"; or "body kit"

Telephones permanently installed by the original make and model **Vehicle** manufacturer.

RENTAL REIMBURSEMENT COVERAGE

If the **Declarations Page** shows a specific premium charged for Rental Reimbursement coverage, **We** agree to pay **You** for any reasonable and necessary transportation expense incurred, but not more than the limit shown on the **Declarations Page**, payable for a maximum of thirty (30) days, for the loss of use of **The insured Auto** because of damage covered under Part D to **The insured Auto**.

This endorsement does not apply to theft of **The insured Auto** since Additional Payments coverage is provided under Part D — Coverage for Damage to **The insured Auto**.

The insured Auto means the **Vehicle** described on the **Declarations Page** and for which specific premium is charged for this coverage.

The insured Auto must be continuously withdrawn from normal use for more than twenty-four (24) hours.

We will reimburse **You** for rental only for the length of time required to repair or replace **The insured Auto** as quickly and reasonably as possible.

This endorsement is subject to such exclusions, conditions, and other terms of the policy which are applicable of Part D for damage to **The insured Auto**.

PART E GENERAL PROVISIONS

POLICY PERIOD & TERRITORY

This policy shall become effective on the date and time shown on the **Declarations Page** at the address shown on the **Declarations Page**. The policy will expire on the date and time specified on the **Declarations Page** at the address shown on the **Declarations Page**, unless terminated sooner.

This policy applies only to **accidents** and losses that occur during the policy period shown on the **Declarations Page** and within the United **States** of America and Canada.

PREMIUM CHANGES

The premium for this policy is based on information **We** have receive from **You** and other sources.

You agree:

That if **You** provide incorrect or incomplete information, **We** may adjust the premium accordingly during the policy period.

We may also adjust the premium if any information material to calculating the policy premium changes

To cooperate with us in determining if this information is correct and complete. **You** must also advise us of changes in this information within 14 days of the change.

That the return premium will be calculated based on the correct premium, if this policy is canceled.

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

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

Any **Auto** insured by the policy including changes in use;

Drivers, driver's age, or driver's marital status;

Coverages or coverage limits;

Rating territory;

Eligibility for discounts or other premium credits; and

Any other rating criteria permitted by law.

COVERAGE CHANGES

We may revise **Your** policy coverages to provide more protection without additional premium charge. If **We** do this and **You** have the coverage, which **We** change, **Your** policy will **Automatically** provide the additional coverage as of the date the revision is effective in **Your State**. Otherwise, this policy, the **Application**, the endorsements, the **Declarations Page** and all attachments contain all of the coverage agreements between **You** and us. Its terms may not be changed or waived except by an endorsement issued by us.

PREMIUM PAYMENT

Premium payment means the actual receipt of cash funds by us. **We** provide coverage for each policy term only on condition that the initial **Premium payment** and subsequent installment payments for that policy term are paid. **You** have not paid the initial premium or any installment payment if **You** give us a check or a credit card or electronic funds transfer that is not honored at first presentation by the financial institution upon which it is drawn. **You** have not paid the initial down payment premium if **You** give us a check or a credit card or an electronic funds transfer that is not honored at first presentation by the financial institution upon which it is drawn; this policy shall be void from the inception of the policy term and no coverage will exist, regardless of whether the policy has been issued.

If **You** receive a cancellation notice from us, referencing either a regular installment payment or a renewal down payment, and informing **You** that **Your Premium payment** to us was returned unpaid, **You** must provide a replacement payment to us by means of either a cashier's check or money order. If payment is timely made in such a fashion by the due date noted on the cancellation notice, then **Your** policy will remain active and in force.

CANCELLATION AND NONRENEWAL

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 notice of cancellation to the named insured at the address shown in the policy. Notice shall be mailed:
 - a. At least eight days after the premium due date if cancellation is for nonpayment of premium. Cancellation is to take effect as of the date of the mailing of the notice.
 - b. At least 10 days prior to the date cancellation is to take effect in all other cases. In these cases, notice will be mailed by certified mail or United States post office certificate of mailing.
3. After this policy is in effect for 60 days or if this is a renewal or continuation policy, we will cancel only if:
 - a. The named insured shown in the Declarations fails to pay the premium for this policy or any installment thereof;
 - b. The insurance was obtained through fraudulent misrepresentation;
 - c. 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 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 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 for:
 - (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's license;
 - (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.

 - 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 covered auto" is used regularly and frequently for commercial purposes by:
 - (1) You;
 - (2) Any other driver who lives with you and who customarily operates "your covered auto";

or

 - (3) Any other driver who regularly and frequently operates "your covered auto".
 - f. 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.

Nonrenewal

1. 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:

a. At least 10 days before the end of the policy period if the reason described in Paragraph **2.a.** or **2.b.** below exists except for nonpayment of premium, as provided in the Offer To Renew Provision.

b. At least 45 days before the end of the policy period if the reason described in Paragraph **2.c.** below exists.

Notice will be mailed by certified mail or United States post office certificate of mailing 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.

2. We will only nonrenew or refuse to continue this policy if:

a. One of the reasons as listed in Paragraph **3.** of the Cancellation Provision exists;

b. You and any "family members" were eligible for insurance based solely on your employment with us and your employment was terminated within the last 12 months; or

c. Subject to the conditions below, 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 covered auto" has had, at any time during the 36 months immediately before the notice of nonrenewal, three or more accidents under any policy with us in which that person was at least 50 percent responsible, and where the property damage paid by us for each accident that occurs is more than the applicable threshold amount for property damage published annually by the Arizona Department of Insurance. The threshold amount for 2010 is \$2360.

However, we will not refuse to renew or continue this policy for the reason described in this Paragraph **2.c.:**

(1) Unless the same person has had all the accidents that make the policy subject to nonrenewal;

(2) Due to the accident record of the named insured, if that named insured has been insured with us for at least 10 consecutive years for standard automobile bodily injury liability coverage prior to the most recent accident that makes the policy subject to nonrenewal; or

(3) If the reason we would refuse to renew or continue is due to the accident record of a person other than you and you agree in writing to exclude such person, by name, as insured 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.

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. 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".

However, if you or your representative notify us in writing that you:

1. Have obtained other insurance on "your covered auto"; or

2. Do not wish to renew or continue this policy;

the above provision does not apply and any insurance provided by this policy will terminate in accordance with the Automatic Termination Provision below.

AUTOMATIC TERMINATION

1. If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

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

We will mail you a notice of termination if you terminate this policy based on either Paragraph

1. Or 2. Described above.

OTHER TERMINATION PROVISIONS

1. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

2. The effective date of cancellation stated in the notice shall become the end of the policy period.

LIMITATIONS ON AGENT AUTHORITY

The authorized agent who obtained this policy for **You** has limited authority to act in transacting **Business** with **You** on this policy. Any statement or assurance made by this authorized agent to **You** concerning **Your** policy is governed by our guidelines and rules, as **well** as applicable laws and regulations.

The authorized agent who obtained this policy for **You** does not possess any apparent, implied, or actual authority to act on our behalf after the expiration, cancellation, or nonrenewal of **Your** policy with us. Any representations made by the authorized agent after a notice of termination has been initiated, by either **You** or us, will apply only if **We** provide prior written approval.

ARBITRATION

If **We** and an insured person do not agree whether that insured person is legally entitled to recover damages, or if either party disagrees as to the amount of damages that are recoverable by the insured under Part B-Medical Payments Coverage then the matter may be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree on a third arbitrator within 30 days, either may appear in a court of jurisdiction to request that the judge appoint a third arbitrator.

Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Unless both parties agree otherwise, the arbitration is to take place in the county in which the insured resides.

Either party may dispute the arbitration award by demanding the right to a trial. A demand for trial must be made within 60 days of the decision by the board of arbitrators. If the demand for trial is not made within the time period, the amount of damages agreed to by the arbitrators would be binding, subject to the limits shown on the **Declarations Page**. The arbitrators shall have no authority to determine coverage under the policy.

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, even though separate premiums have been paid.

You cannot stack coverages or policies.

SUITS AGAINST US

We may not be sued unless there is full compliance with all terms of this policy. **We** may not be sued under Part A of this policy until the obligation of an insured to pay is finally determined either by judgment against the insured or by written agreement of the insured, the claimant, and us. No one shall have any right to make us a party to a suit to determine the liability of an insured. Any lawsuit brought against us under this policy must be commenced within two (2) years of the date of the **accident**. This section does not apply to Part C –Uninsured/Underinsured Motorists Coverage.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Interest in this policy may not be assigned or transferred without our written consent. However, if **You** die, coverage will be provided for:

1. Your spouse if a resident of the same household
2. Any person specifically named as an operator on the Declaration Page; and
3. The legal representative of the deceased person while acting within the scope of his or her duties as a legal representative.

If **The insured Auto** is sold, coverage will terminate as to that **Auto** when the buyer takes possession of the **Auto** and will not transfer to the new **Owner**.

BANKRUPTCY

An insured person's bankruptcy or insolvency will not relieve us of any obligation under this policy

OUR RECOVERY RIGHTS

If **We** make a payment under Coverage for Damage to **The insured Auto**, **We** are entitled to all the rights of recovery of the party to whom payment was made. The party must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights, and do nothing after loss to harm our rights.

If **We** make a payment under Uninsured Motorists Coverage, **We** are entitled to all rights of recovery the party to whom payment was made has against the uninsured motorist. That party which receives payment must sign and deliver to us any legal papers relating to the rights of recovery, do whatever else is necessary to help us exercise those rights, and do nothing after loss to harm our rights.

When a person has been paid damages by us under Liability Coverage or Coverage for Damage to the Insured **Auto** of this policy, and also recovers from another party, the amount recovered from the other shall be held by that person in trust for us and reimbursed to us to the extent of our payment. This does not apply to Medical Payments, Uninsured Motorists or Underinsured Motorists coverages.

LOSS PAYABLE CLAUSE

We may pay loss or damage due under this policy according to **Your** interest and that of the loss payee if one is shown on the **Declarations Page** at time of loss. **We** may make separate payments according to those interests.

We will not pay **You** or the loss payee for any claim not covered on the policy.

We will not pay **You** or the loss payee for any loss caused by conversion, embezzlement, secretion, fraud or omissions by **You** or anyone acting on **Your** behalf. In addition, **We** will not pay a lien holder, loss payee, lender, or additional insured for any loss where fraud, misrepresentation, omission, concealment or intentional damage has been committed by or at the direction of or with the knowledge or acquiescence of an insured person, or an insured person's **Resident** or **Relative**.

The loss payee must notify us of any known change of **Ownership** or increase in the risk. If it does not, it will not be entitled to any payment under this clause.

We will pay the loss payee, but not **You**, if the claim is covered under this policy but denied because **You** have violated a condition or a duty owed in case of an **accident** or loss, as long as the denial was not due, in whole or in part, to conversion, embezzlement, secretion, fraud, misrepresentation, concealment, or intentional damage committed by, at the direction of, or with the knowledge or acquiescence of an insured person or and insured person's **Resident** or **Relative**.

Coverage and payments to the loss payee shall be made in accordance with all terms, conditions, limitations and exclusions contained in this policy. In no event shall the loss payee be entitled to coverage and benefits greater than those applicable to **You** or any insured.

The deductible amount applicable to losses payable to the loss payee under Part D – Coverage for Damage to **The insured Auto** shall be the deductible amount shown on the **Declarations Page** for this coverage.

PUNITIVE OR EXEMPLARY DAMAGES

This insurance shall not apply to punitive or exemplary damages. **We** will not provide any defense, or pay for any claim, settlement, judgment, or other award of punitive or exemplary damages under any Part of this policy.

TERMS OF POLICY CONFORMED TO STATUTES

Terms of this policy that conflict with the statutes of the **State** in which **We** issue this policy are hereby amended to conform to such statutes. The policy will conform to the laws of the **State** of Arizona.

FRAUD AND MISREPRESENTATION

The statements made by **You** in the **Application** are deemed to be representations. If any representation contained in the **Application** is false, misleading, or materially affects the acceptance or rating of the risk by us, by either direct misrepresentation, omission, concealment of facts, or incorrect statements, **We** may exercise our right to rescind, cancel or non-renew this policy as Arizona law allows.

If any representation contained in any notification of change is false, misleading or materially affects the acceptance or rating of the risk by us, by either direct misrepresentation, omission, concealment of facts, or incorrect statement, **We** may exercise our right to rescind, cancel or non-renew this policy as Arizona law allows.

This provision shall also apply to misstatements of use and omissions of fact. **We** do not provide coverage for any insured person 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. Also, **We** may exercise our right to rescind, cancel or non-renew this policy as Arizona law allows.

To the extent allowed by Arizona law, **We** may void this policy or deny coverage for fraud or misrepresentation even after the occurrence of an **accident** or loss. This means that **We** will not be liable for any claims or damages that would otherwise be covered.

POLLUTION EXCLUSION

As used in this Exclusion, "Pollutants" include but are not limited to any solid, liquid, gaseous, or thermal substance, irritant, or contaminant **including but not limited to** smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste **includes but is not limited to** materials that may be recycled, reconditioned, or reclaimed, whether or not known to contain pollutants or result in environmental damage.

It is agreed that this insurance does not provide coverage for **Bodily injury** or **Property damage** arising out of, or resulting from, the intentional or unintentional, actual, alleged, or threatened discharge, release, dispersal, seepage, or escape of pollutants contained in any property:

Transported by, towed by, loaded into, or unloaded from **The insured Auto**;

Otherwise in the course of transit;

Stored, disposed of, treated, or processed in or upon **The insured Auto**. This exclusion does not apply if:

The pollutants are emitted directly from an **Auto** part designed by its manufacturer to hold, store, receive, or dispose of such pollutants;

The **Bodily injury or Property damage** does not arise out of the operation of any equipment or device mounted on an **Auto** chassis or used to raise or lower workers; and

The **Bodily injury or Property damage** does not arise out of the operation of any air compressors, pumps, and generators, including spraying, **Welding**, building cleaning, geophysical exploration, lighting, or well servicing equipment.

Containing the pollutants before or after the pollutants are moved from the place of acceptance, delivery, disposal, or abandonment, for movement into, onto, or from **The insured Auto**.

This exclusion does not apply if:

The pollutants or any property in which they are contained are upset, overturned, or damaged as a result of the maintenance or use of **The insured Auto**; or

The discharge, dispersal, release, or escape of the pollutants is caused directly by such upset, overturn, or damage.

It is agreed that this insurance does not provide coverage for any loss, cost, liability, or expense arising out of any judicial, administrative, or other governmental order, direction, or request that **You** test for, monitor, and clean up, remove, contain, treat, detoxify, or neutralize pollutants or environmental damage.

This exclusion applies to amounts of coverage above the **Minimum Statutory Limits**

This policy is signed on behalf of United Insurance Company by our President and Secretary, and is countersigned on the **Declarations Page**, if necessary, by our authorized representative.

Lynn Connelly

President

Charles Westover

Secretary



UNITED INSURANCE GROUP

United Insurance Company • United Underwriters • United Claim Service

PRIVACY NOTICE

United Insurance Group recognizes that protecting the privacy and security of the personal information it obtains about its customers is an important responsibility. This Privacy Notice describes UIG's policy about how it treats that information. The terms "we", "us", and "our" as used in this Privacy Notice refer to United Insurance Group.

How we obtain information. We obtain most of the information we need directly from you on your application or other forms that you complete, or from those you have authorized to provide information to us in connection with providing you insurance or administering claims. We may also obtain information from credit reporting agencies.

Information we collect. The type of information we obtain depends on the type of insurance product or service we are providing. The type of information we may obtain fall into the following general categories:

- Information that we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates or others;
- Information we receive from a consumer reporting agency; and/or
- Information we receive as the result of investigations and/or audits that we may perform.

Information we disclose.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. *

- Examples of disclosures permitted by law include, but are not limited to, disclosures to organizations, including our affiliated companies and/or companies that provide claims administration, underwriting, investigation or policyholder services for us on or on our behalf, and disclosures you have authorized us to make.

How we protect the confidentiality and security of nonpublic personal information. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide you with our insurance products, services relating to claims administration, underwriting, investigation or policyholder services. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic information.

Independent Sales Agents. The sales agents who represent us are independent. Your independent sales agent may gather and retain customer information, financial information and/or health information about you. The use and protection of that information by your independent sales agent is your independent sales agent's responsibility. We are not responsible for the information the agent may collect. If you have questions about whether or how your independent sales agent uses or discloses such information, please contact your independent sales agent.

Changes to our Privacy Notice. Our policy about obtaining the disclosing information may change from time to time. We will provide you with notice of any material change to this policy before we implement the change and at least on an annual basis.