



United with you on the road • Unidos contigo en el camino

### **Gold Policy**

**Report Claims To:  
Alliance United Insurance Company  
P.O. Box 6942  
Ventura, CA 93006-6942  
Phone (800) 508-5833**

### **Fraud Warning**

Notice: Section 550 of the California Penal Code outlaws insurance fraud. Any misrepresentation on the insurance application or any claims made under this policy of insurance that is fraudulent can result in you being sued and/or having criminal charges filed against you. Pursuant to California Insurance Code Section 1879.2, you are hereby notified that any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fine and confinement in state prison.

### **Warning – No Coverage In Mexico**

This policy provides no coverages for accidents or losses that occur in Mexico. Unless you have automobile insurance written by a Mexican Insurance Company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your automobile.



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**PLEASE READ YOUR CALIFORNIA PERSONAL POLICY CAREFULLY AS IT CONTAINS LANGUAGE WHICH MAY RESTRICT OR EXCLUDE COVERAGE. THE POLICY SPECIFICALLY ADDRESSES WHO MAY USE YOUR VEHICLE AND UNDER WHAT CONDITIONS COVERAGE WILL BE AFFORDED**

### **POLICY AGREEMENT**

If **you** pay the exact premium as billed by the due date, **we** agree to provide this insurance, subject to all the terms and provisions of this policy, and up to the Limits of Liability described in this policy and shown on the **Declarations Page**.

### **POLICY PERIOD AND TERRITORY**

This policy applies only to accidents and losses occurring during the policy period shown on the **Declarations Page** and which occur within any state, territory, or possession of the United States of America, or any province of Canada, or while **your insured automobile, non-owned automobile, or trailer** is being transported between their ports.

### **YOUR DUTIES IN CASE OF AN ACCIDENT OR LOSS**

#### **NOTICE OF ACCIDENT OR LOSS**

If there is an accident or loss arising out of the ownership, maintenance or use of an automobile, for which coverage may be provided under this policy, report it to us within twenty-four (24) hours or as soon as practicable by calling us at 1-800-508-5833.

**You should report each accident or loss even if an insured person is not at fault. Failure to promptly report a loss or accident to us may jeopardize your coverage under this policy.**

The following information should be reported as it is obtained:

1. time;
2. place;
3. circumstances of the accident or loss;
4. names and addresses of any injured persons;
5. names and addresses of any witnesses; and
6. the license plate numbers of the vehicles involved.

**You** should also notify the police within twenty-four (24) hours or as soon as practicable if:

1. a hit-and-run vehicle is involved; or
2. theft or vandalism has occurred.

#### **OTHER DUTIES**

**We** have no duty to provide coverage under this policy unless there has been full compliance with all terms of this policy.

A person claiming coverage under this policy must:

1. cooperate with **us** in any matter concerning a claim or lawsuit;
2. provide any written proof of loss **we** may reasonably require;
3. allow **us** to take signed or recorded statements, including

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statements under oath, and answer all reasonable questions **we** may ask, when and as often as **we** may reasonable require;

4. promptly send **us** any and all legal papers relating to any claim or lawsuit;
5. attend hearings and trial as **we** require;
6. take reasonable steps after a loss to protect **your insured automobile** or **non-owned automobile** from further loss. **We** will pay reasonable expenses incurred in providing that protection. If **you** fail to do so, any further damages will not be covered under this policy;
7. allow **us** to inspect and appraise the damage to **your insured automobile** or **non-owned automobile** before its repair or disposal;
8. submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
9. authorize **us** to obtain medical and other records;
10. refuse to, except at **your** own expense, assume any obligation or incur any expense other than medical or surgical care imperative at the scene of the accident and at the time of accident;
11. allow **us** to extract samples and fluids from **your insured automobile**, including, but not limited to engine oil and transmission oil; and
12. allow **us** to access and extract all data contained in **your insured automobile's** event data recorder.

### **DISCLOSURE OF HOUSEHOLD MEMBERS**

Unless all drivers **residing** with **you** or in **your** household are listed on **your** application and the **Declarations Page**, coverage will not be afforded for those individuals. If **you** desire coverage for drivers other than those disclosed on the application and listed on the **Declarations Page** at any time during the policy period, **you** must request **your** agent or **us** to amend **your** policy to add those drivers.

### **FRAUD OR MISREPRESENTATION**

This policy was issued in reliance upon the information provided on **your** insurance application. By **your** acceptance of this policy, **you** agree that the facts and information contained in **your** application and in the **Declarations Page** of this policy are correct and accurate and that **you** have not failed to disclose any material facts relating to the risks insured under this policy. **We** may void this policy and/or deny coverage for an accident or loss if **you** or an **insured person** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made or at any time during the policy period.

**We** may void this policy or deny coverage for an accident or loss if **you** or an **insured person** has concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation, investigation, processing, or settlement of a claim. You or the insured person must then reimburse us for all claim payments, administrative costs, or processing costs incurred by us. This will include any legal or processing fees incurred during the collection of this reimbursement.

**We** may void this policy 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 which would otherwise be covered.

### **DEFINITIONS USED THROUGHOUT THIS POLICY**

1. **“Automobile”** means a licensed and registered motor vehicle of the private passenger type, with at least four (4) wheels, designed for use upon a public road. **“Automobile”** also means a vehicle with a gross vehicle weight of less than 10,000 pounds or a load capacity of 1,500 pounds, of the pick-up, van or utility type not used in any **business** other than farming or ranching. This definition shall not include:
  - a. motorcycles;
  - b. midget **automobiles**;
  - c. golf mobiles;
  - d. tractors;
  - e. farm machinery;
  - f. any vehicle operated on rails or crawler treads; or
  - g. any vehicle used as a residence or premises.
2. **“Automobile business”** means to be employed or otherwise engaged in the **business** or occupation of selling, leasing, repairing, servicing, delivering, testing, storing or parking **automobiles**.
3. **“Bodily injury”** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness or disease. **Bodily injury** does not include any bodily harm, sickness or disease which arises out of a medically defined sexually transmitted communicable disease contracted by any insured, nor the exposure of such a disease by any insured to any other person.
4. **“Business”** includes trade, profession, commercial enterprise, occupation, job or any activity for compensation, but shall not include the use of **your insured automobile** when used to carry tools or supplies between **your** home and workplace or jobsite.
5. **“Crime”** means any felony and shall include any act of eluding the police.
6. **“Declarations Page”** means the report from **us** listing:
  - a. the types of coverage **you** have elected;
  - b. the limit of each coverage;
  - c. the cost for each coverage;
  - d. the specified vehicles covered by this policy;
  - e. the types of coverage for each such vehicle; and
  - f. other information applicable to this policy.
7. **“Non-owned automobile”** means any automobile that:
  - a. is used with express permission of the **owner** of the **automobile**.
  - b. is not **owned** by:
    - i. **you**;
    - ii. any person listed as a driver on the **Declaration Page**;

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- iii. an **insured person's** employer;
  - iv. a **relative**;
  - v. **your** non-resident spouse;
  - vi. a person residing with **you**;
  - vii. a corporation or partnership in which the combined ownership interest of **you** and **your** relatives exceeds twenty percent; and
- c. has never been **owned** by or registered to **you**, or any other person listed as a driver on the **Declarations Page**.
8. "**Occupying**" means in, on, getting into or out of.
  9. "**Person**" means a Human Being.
  10. "**Private passenger automobile**" means a land motor vehicle
    - a. of the private passenger, pickup body, or sedan delivery type;
    - b. designed for operation principally upon public roads;
    - c. with at least four (4) wheels; and
    - d. with a gross vehicle weight of 10,000 pounds or less.
  11. "**Property damage**" means damage to or destruction of tangible property, including loss of its use.
  12. "**Racing**" means preparation for any **racing**, speed, demolition or stunting contest or activity. **Racing** also includes participation in the event itself, whether or not such event, activity or contest is organized.
  13. "**Relative**" means a person residing in the same household as **you**, and related to **you** by blood marriage, or adoption, including a ward, stepchild, or foster child. Unmarried dependent children temporarily away from home will be considered **residents** if:
    - a. they are under the age of twenty-five (25) years; and
    - b. they intend to continue to reside in **your** household.
  14. "**Resident**" means a **person**, other than a **relative**, living in the household in which **you** reside when the accident or loss occurs.
  15. "**State**" means the District of Columbia and any **state** of the United States of America.
  16. "**Utility trailer**" means an **automobile** designed to be towed on public roads by an **automobile**. It includes a farm wagon or farm implement while being towed by an **automobile**. It does not include a mobile home, or a trailer used as an office, store, display, or passenger conveyance.
  17. "**We**", "**Us**", "**Our**", or "**Company**" means the Alliance United Insurance Company providing this insurance.
  18. "**You**" and "**Your**" mean the **Person** named in the **Declarations Page** and spouse, if living in the same household, unless excluded.



19. “Your insured automobile” means:

- a. an **automobile** expressly identified by make, model and serial number on the **Declarations Page**;
- b. an **automobile you** acquire during the policy period. The **automobile** must replace the **automobile** described in the **Declarations Page**. It will have the same coverage as the **automobile** it replaced.

When **you** ask **us** to add under Part IV – Automobile Damage Coverage for the replacement **automobile**, such coverage will be in effect no earlier than the time and day on which **you** ask **us** to add the coverage. If **you** ask **us** to add Automobile Damage Coverage in writing, the coverage will not be in effect until 12:01 A.M. on the day following the date of the postmark shown on the envelope containing **your** request. If a postage meter is used on the envelope containing **your** request to add Automobile Damage Coverage, coverage will be in effect no earlier than the time and day **your** request is received by **us**. All insurance for the **automobile** being replaced is ended when **you** take delivery of the replacement **automobile**;

- c. an **automobile you** acquire during the policy period if it is in addition to any **automobile** described in the **Declarations Page**. **We** will provide coverage, exclusive of Automobile Damage Coverage, that **we** currently provide for any **automobile** shown on the **Declarations Page**.

These provisions apply only if on the date **you** acquire the additional **automobile**, **we** insure all **automobiles you** own and **you** ask **us** to insure the additional **automobile** within 30 days of the date **you** acquire it; and

- d. any **utility trailer** owned by **you** while drawn by or attached to an **automobile** described in a, b or c above.

## PART I – LIABILITY

### **COVERAGE A (BODILY INJURY) AND COVERAGE B (PROPERTY DAMAGE) INSURING AGREEMENT**

#### **Our Promise To You**

**We** will pay damages, except for punitive or exemplary damages, up to the policy limits stated on the **Declarations Page**, for which an **insured person** is legally liable because of **bodily injury** or **property damage** resulting from the ownership, maintenance or use of **your insured automobile** or a **non-owned automobile**. The **bodily injury** or **property damage** must be caused by an accident and not be expected nor intended from the standpoint of the **insured person**.

**We** will defend, through attorneys selected by **us**, any suit, or settle any claim for damages as **we** think appropriate. **We** will not defend or settle after **our** limit of liability has been paid. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

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## ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this Part, “**insured person**” or “**insured persons**” means with respect to **your insured automobile**:

1. **you** with respect to an accident arising out of the ownership, maintenance, or use of **your insured automobile**;
2. **you** with respect to an accident arising out of the maintenance or use of any **automobile** with the express or implied permission of the owner of the **automobile**;
3. any other **person** using **your insured automobile** with **your** express or implied permission to do so and within the scope of **your** permission;
4. a **relative** with respect to an accident arising out of the ownership, maintenance, or use of **your insured automobile**;
5. a **relative** listed as a driver on the **Declarations Page** with respect to an accident arising out of the use of a **non-owned automobile** with the express or implied permission of the owner of the **automobile**; and

As used in this Part “**insured person**” means with respect to a **non-owned automobile**:

1. **you**.

However, no coverage shall apply to a **non-owned automobile** under this Part for:

1. any **automobile** or **utility trailer** which is rented for any **business** purpose; or
2. any **automobile** or **utility trailer** that is rented for a period in excess of 14 consecutive days.

## ADDITIONAL PAYMENTS – PART I

In addition to the limits of liability, **we** will pay:

1. all costs **we** incur in the settlement of any claim or defense of any suit;
2. interest on any judgment, including pre-judgment interest, in any suit **we** defend which accrues before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of liability;
3. all reasonable expenses an **insured person** incurs at **our** request;
4. loss of wages or salary limited to \$50 per day if **we** ask **you** to attend the trial or arbitration of a civil suit;
5. expenses an **insured person** incurs for the first aid to others at the time of an accident involving an **automobile** insured under this part; and
6. premiums on:
  - a. appeal bonds required in any suit **we** defend;
  - b. bonds to release attachments of an amount not in excess of the limits of liability.

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## EXCLUSIONS

We do not cover:

1. **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a vehicle when used to carry **persons** or property for a charge. This exclusion does not apply to shared-expense **automobile** pools;
2. **bodily injury** or **property damage** caused intentionally by or at the direction of an **insured person**;
3. **bodily injury** or **property damage** for which a **person** is an insured under a nuclear energy liability insurance policy. This exclusion applies even if the limits of that policy are exhausted;
4. **bodily injury** to an employee of an **insured person** arising in the course of employment by an **insured person**. Coverage does apply to a domestic employee unless benefits are payable or are required to be provided for that employee under a worker's compensation law;
5. **bodily injury** or **property damage** resulting from the **automobile business** operations. However, this exclusion does not apply to **you** or a **relative** when the **bodily injury** or **property damage** arises out of **automobile business** operations conducted by someone other than **you** or a **relative**;
6. **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a vehicle of a pick-up, van, or utility type by a **person** employed or otherwise engaged in **business**;
7. **property damage** to property owned or being transported by an **insured person**;
8. damage to property, except a residence or private garage, which is rented to, used by or in the care of an **insured person**;
9. **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a motorized vehicle with less than four wheels;
10. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle, other than **your insured automobile**, which is owned by or furnished or available for regular use by **you**, a **relative**, or **resident**;
11. **bodily injury** or **property damage** resulting from the use of any vehicle for **rac**ing;
12. **bodily injury** or **property damage** assumed by an **insured person** under any contract or agreement;
13. **bodily injury** or **property damage** resulting from the radioactive, toxic, explosive or other hazardous properties or source of, nuclear or by-product material, each as defined in the Atomic Energy Act of 1954, as amended;
14. **bodily injury** or **property damage** incurred while the **automobile** is used for towing a **utility trailer** designed for use with other than a **private passenger automobile**, which is owned or rented by an **insured person** and not covered by like insurance;
15. **bodily injury** or **property damage** resulting from the use of an **automobile** by a **person** or **persons** specifically excluded by endorsement;

16. **bodily injury** or **property damage** due to or resulting from war (declared or undeclared), civil war, insurrection, rebellion, riot, or revolution;
17. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any haulaway, tank truck, or tank trailer or any **automobile** used which is owned, hired or held for sale by the insured;
18. **bodily injury** or **property damage** arising out of actual, alleged, or threatened discharge, dispersal, release, or escape of any pollutant unless such discharge, dispersal, release, or escape is sudden and accidental and arises directly from **collision** or upset of **your insured automobile**;
19. **bodily injury** or **property damage** for any amount where the accident occurs and arising out of the use of an **automobile** or any other motor vehicle while the **insured person** is in the commission of a **crime**;
20. **bodily injury** to **you**, a **relative** or **resident** or any **person** who is an **insured person** under the terms of this policy;
21. **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a vehicle for delivery of any goods or services arising out of the insured's **business**;
22. liability for punitive or exemplary damage.;
23. **bodily injury** or **property damage** caused by any person using **your insured automobile** or a **non-owned automobile** without the express or implied permission of the **owner** or person having lawful possession, or any person who exceeds the scope of the permission granted;
24. **bodily injury** to **you**, a **relative**, or any other person insured under this policy whenever the ultimate benefits of that indemnification accrue directly or indirectly to **you**, a **relative**, or any other **insured person**.

## FEDERAL TORT CLAIMS ACT EXCLUSION

The following are not **insured persons** under Part I – LIABILITY of the policy:

1. the United States of America or any of its agencies; or
2. any **person** for **bodily injury** or **property damage** arising from the operation of a vehicle by that **person** as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.

## FINANCIAL RESPONSIBILITY LAWS

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

## LIMITS OF LIABILITY

The Limit of Liability shown on the **Declarations Page** is the most **we** will pay regardless of the number of:

1. vehicles described in the **Declarations Page**;
2. **insured persons**;
3. claims;
4. claimants;

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5. policies; or
  6. vehicles involved in the accident.

The limits of liability shown in the **Declarations Page** apply subject to the following:

1. the **bodily injury** liability limits for “each **person**” is the maximum **we** will pay as damages for **bodily injury** to one **person** as stated in the **Declarations Page** in one accident. It includes all damages including, but not limited to damages for care, medical expenses, loss of income and pain and suffering. Any claims for loss of services, loss of society, comfort, companionship, loss of consortium, or wrongful death and any other damages in any way arising out of such **bodily injury** shall be included in this limit;
2. subject to the **bodily injury** liability limit for “each **person**”, the **bodily injury** liability limit for “each accident” is the maximum **we** will pay as damages for all **bodily injury** to two or more **persons** in any one accident. It includes all damages for care, medical expenses, loss of services, loss of society, comfort, companionship, loss of consortium, wrongful death, and any other damages in any way arising out of, or deriving from such **bodily injury**; and
3. the **property damage** liability limit for “each accident” is the maximum **we** will pay for all damages to property in one accident.

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

Any amount payable under this coverage to or for an injured **person** will be reduced by any amount paid or payable to that **person** under Part II – Expenses For Medical Services or Part III – Uninsured Motorists Coverage of this policy.

The Limits of Liability shown on the **Declarations Page** for coverage provided under this Part I are amended and reduced to the minimum limits required by the applicable Financial Responsibility Law of the State of California for any coverage provided to a person other than:

1. **you**; or
2. an agent or employee of **you**.

## **OTHER INSURANCE**

If there is other applicable **automobile** liability insurance on a loss covered by this Part **we** will pay **our** proportionate share as **our** limits of liability bear to the total of all applicable liability limits. Any insurance afforded under this part for a vehicle **you** do not own, however, is excess over any other collectible **automobile** liability insurance.

## **DUTIES**

In addition to fulfilling the required duties set forth in the Your Duties In Case Of An Accident Or Loss section of this policy, any **insured person** must cooperate with **us** and at **our** request attend hearings and trials and assist in making settlements, in securing and giving

evidence, in obtaining the attendance of witnesses and in the conduct of suits.

**Insured persons** shall not, except at their own cost make any payment, assume any obligation or incur any expense.

No attorney fees or costs incurred by or on behalf of any **insured person** prior to the date notice is given to **us** of a lawsuit shall be payable under this policy. No other costs incurred by or on behalf of any **insured person** prior to the date notice is given to **us** shall be payable under this policy.

If a claim is made or lawsuit is brought against any **insured person**, any papers, including legal papers received by any insured relating to such claim or lawsuit, must be sent to **us** immediately.

## **PART II – EXPENSES FOR MEDICAL SERVICES**

### **COVERAGE C – MEDICAL PAYMENTS COVERAGE INSURING AGREEMENT**

If **you** pay a premium for medical payments coverage, **we** will pay the **usual and customary charge** for all reasonable expenses incurred within 1 year from the date of accident for necessary medical, surgical, x-ray and dental services, including prosthetic devices and necessary ambulance, hospital, professional nursing and funeral services because of **bodily injury** sustained by an **insured person**.

### **ADDITIONAL DEFINITIONS USED IN THIS PART ONLY**

As used in this Part II:

1. **Insured person** or **insured persons** mean:
  - a. **You** while **occupying** or through being struck by a highway vehicle or trailer; and
  - b. Any other **person** while **occupying your insured automobile** while the **automobile** is being used by **you** or another **person** if that **person** has express or implied permission to use the car.
2. **Usual and customary charge** means an amount which **we** determine represents a customary charge for services in the geographical area in which the service is rendered. **We** shall determine this customary charge through the use of independent sources of **our** choice. Please note that the **Usual and customary charge** for chiropractic treatment is capped at \$1,500.

However, as used in this Part, **insured person** does not include any **relative** or **resident** not listed on the application nor endorsed during the policy term.

### **EXCLUSIONS**

This coverage does not apply for **bodily injury** to any **person**:

1. sustained while **occupying your insured automobile** when used to carry **persons** for a charge including rental of **your**

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- insured automobile** to others. This exclusion does not apply to shared-expense **automobile** pools;
2. sustained while **occupying** any vehicle while located for use as a residence or premises;
  3. sustained while **occupying** a motorized vehicle with less than four wheels;
  4. sustained while **occupying** or through being struck by any vehicle, other than **your insured automobile**, which is owned by or furnished or available for regular use by **you**, a **relative** or **resident**;
  5. sustained while **occupying** a vehicle other than a **private passenger automobile** while the vehicle is being used in the **business** or occupation of an **insured person**;
  6. occurring during the course of employment if benefits are payable or must be provided under a workers' compensation law or similar law;
  7. caused by war or any consequence of war (declared or undeclared), civil war, insurrection, rebellion, riot, revolution, nuclear reaction, radiation or radioactive contamination;
  8. while in the commission of a **crime** or while driving while intoxicated or driving while impaired;
  9. **bodily injury** resulting from the use of an **automobile** by a **person** or **persons** specifically excluded by endorsement;
  10. **bodily injury** resulting from the ownership, maintenance or use of any vehicle by a **relative** or **resident** who is not specifically listed on the application nor endorsed during the policy term;
  11. **bodily injury** occurring while **your insured automobile** is rented or leased to others; or
  12. **bodily injury** sustained by the owner of any **non-owned automobile**.

## LIMITS OF LIABILITY

The Medical Payment Limit of Liability shown on the **Declarations Page** is the most **we** will pay for each **insured person** injured in any 1 accident, regardless of the number of:

1. vehicles described in the **Declarations Page**;
2. **insured persons**;
3. claims;
4. policies; or
5. vehicles involved in the accident.

**PLEASE NOTE: Subject to the Medical Payments Limit of Liability shown on the Declarations Page, the maximum we will pay for any and all chiropractic treatment is \$1,500.**

Any amount paid or payable for medical expenses under the Liability or Uninsured Motorists coverages of this policy shall be deducted from the amounts payable under this Part.

**We** will not pay more than \$1,000 for any **person** for funeral expenses.

Any payment for medical or funeral expenses **we** make to or on behalf of a **person** because any part of this policy is extended to comply with laws of any other **state**, shall be applied to reduce any amount **we** owe that **person** under this part.

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No payment will be made under this coverage unless the injured **person** or his legal representative agrees that any payment shall be applied toward any settlement or judgment that **person** receives under any Automobile Liability, Uninsured Motorist or Underinsured Motorists coverage provided by the policy.

## **OTHER INSURANCE**

Any payment **we** make under this Part to an **insured person** shall be excess over any:

1. other available **automobile** medical payments insurance;
2. medical, surgical, hospital or funeral services benefit or reimbursement plan;
3. individual, blanket or group accident, disability or hospitalization insurance; or
4. premises medical payments insurance.

## **RIGHT OF REIMBURSEMENT**

If payment is made by **us** to or on behalf of an **insured person** under this Part II, the **insured person** shall reimburse **us** from the proceeds of any sums received from any other sources for such medical and funeral expenses. Any amount recovered by the **insured person** shall be held by the **insured person** in trust for **us** and reimbursed to **us** within 30 days of receipt of such proceeds to the extent of **our** payments made under this Part II. This includes reimbursement to **us** out of any:

1. sums paid by or on behalf of any persons or organizations who may be legally responsible; and
2. sums paid under the provisions of any:
  - a. motor vehicle or premises insurance affording benefits for medical expenses;
  - b. individual, blanket, or group accident, disability, health or hospitalization insurance;
  - c. medical, surgical, hospital or funeral service, benefits or reimbursement plan; and
  - d. workers' compensation or disability benefits law, or any similar law.

In order to protect **our** right of reimbursement, **we** may notify persons or organizations who may be legally responsible for payment of medical or funeral expenses to or on behalf of the **insured person**.

## **OTHER PAYMENT**

If an **insured person** recovers any or all of their medical expenses from any source other than from **us** prior to an **insured person** bringing a claim under this Part, the **insured person** will have no right to recover that amount recovered for medical expenses under this Part II.

## **PAYMENT OF CLAIMS**

**We** may pay **you** or any other person making a claim under this policy Part II or any person or organization rendering medical or funeral services. The total amount available under this Part shall be reduced by any payment made by **us** under this Part.



Payment by **us** shall not constitute an admission that the medical or funeral expenses were reasonable, necessary or otherwise covered under this Part.

### **PART III – UNINSURED/UNDERINSURED MOTORISTS**

#### **COVERAGE D – UNINSURED/UNDERINSURED MOTORISTS COVERAGE INSURING AGREEMENT**

**We** will pay compensatory damages, except punitive or exemplary damages, which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle** because of:

1. **bodily injury**; and
2. **property damage** (if a specific premium is shown on the **Declarations Page**);

caused by accident and resulting from the ownership, maintenance or use of the **uninsured motor vehicle**, or **underinsured motor vehicle**. But, **underinsured motor vehicle** coverage does not apply to **property damage**.

Determination whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**. If no agreement is reached, either party may demand arbitration.

If suit is brought to determine legal liability or damages without **our** written consent, **we** are not bound by the resulting judgment.

A **person** seeking UMPD Coverage must also:

1. notify **us** within ten (10) business days of the accident;
2. take reasonable steps after loss to protect **your insured automobile** and its equipment from further loss; and
3. permit **us** to inspect and appraise any loss covered under this policy before its repair or disposal.

#### **ADDITIONAL DEFINITIONS USED IN THIS PART ONLY**

As used in this Part:

1. “**insured person**” means:
  - a. **you** or a **relative**; or
  - b. any other **person occupying your insured automobile**.

No **person** shall be considered an **insured person** if that **person** uses a vehicle without the express or implied permission of the vehicle owner.

1. “**Motor Vehicle**” means a land **motor vehicle** or trailer but does not include a land **motor vehicle** or trailer:
  - a. operated on rails or crawler treads;
  - b. which is a farm type tractor or equipment designed for use principally off public roads, while not on public roads;
  - c. located for use as a residence or premises;
  - d. owned or furnished or available for **your** regular use or that of a **relative** or **resident**;

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- e. owned or operated by a self-insurer under any **motor vehicle** law; or
  - f. owned by any government unit or agency.
2. “**Property damage**” means physical damage to or destruction of **your insured automobile**, but does not include loss of use.
  3. “**Underinsured Motor Vehicle**”, with respect to damages for **bodily injury** only, means a **motor vehicle** which is insured for **bodily injury** by a liability bond or policy at the time of the accident providing **bodily injury** limits of liability less than the **underinsured motor vehicle bodily injury** liability limits of this coverage.
  4. “**Uninsured Motor Vehicle**” means a **motor vehicle** for which there is:
    - a. no liability bond or policy applicable at the time of the accident;
    - b. a liability bond or policy applicable at the time of the accident which has limits of liability less than the minimum limits of liability specified in the California Financial Responsibility Law; or
    - c. a liability bond or policy applicable at the time of the accident when the insuring company denies coverage or refuses to admit coverage except conditionally or with reservation or is or becomes insolvent;
  5. “**Hit-and-run motor vehicle**” – means a **motor vehicle** which causes **bodily injury** to an **insured person** through physical contact with the **insured person** or through physical contact with a **motor vehicle** which the **insured person** is **occupying** at the time of the accident if:
    - a. The identity of either the owner or operator of the **hit-and-run motor vehicle** is unknown; and the **insured** or someone on his or her behalf has reported the accident within 24 hours to the police department of the city where the accident occurred or, if the accident occurred in unincorporated territory then either to the sheriff of the county where the accident occurred or to the local headquarters of the California Highway Patrol, and shall further have filed with the insurer within 30 days thereafter a statement under oath that the **insured person** or his or her legal representative has a cause of action arising out of such accident for damages against a **person** or **persons** whose identity is unascertainable and set forth facts in support thereof; and
    - b. At **our** request the **insured person** makes available for inspection the **motor vehicle** which the injured **person** was **occupying** at the time of the accident.
  6. For **bodily injury**, an “**Uninsured Motor Vehicle**” means a **hit-and-run motor vehicle** whose operator or owner is unknown and which makes physical contact with:
    - a. **you** or a **relative**;
    - b. a vehicle which **you** or a **relative** are **occupying**; or
    - c. **your insured automobile**.

7. For **property damage** only, “**Uninsured Motor Vehicle**” means a **motor vehicle** where there is direct physical contact between **your insured automobile** and the **uninsured motor vehicle**, and:
  - a. the owner or operator of the **uninsured motor vehicle** is identified; or
  - b. the **uninsured motor vehicle** is identified by the license number.

## EXCLUSIONS

This coverage does not apply to:

1. a **person** if that **person** or their legal representative makes a settlement of a claim without **our** written consent;
2. a **person** while **your insured automobile** is being used to carry **persons** or property for a charge. This exclusion does not apply to shared-expense **automobile** pools;
3. a **person** while **occupying** a **motor vehicle** with less than four wheels;
4. a **person** while **occupying** or when struck by a **motor vehicle** owned by **you** or a **relative** or a **resident** which is not insured for this coverage under this policy;
5. a **person** using a vehicle without the express or implied permission of the owner, or not within the scope of that permission;
6. a **person** claiming Uninsured Motorist Coverage who does not notify the police within 24 hours if a “hit-and-run” driver is involved and if within 30 days has failed to provide a statement under oath that such **person** has a cause of action arising out of the accident for damages against a **person** or **persons** whose identity is unascertainable;
7. **bodily injury** or **property damage** resulting from the use of an **automobile** by a **person** or **persons** specifically excluded by endorsement;
8. **bodily injury** or **property damage** resulting from the use of any vehicle for **rac**ing;
9. **property damage** to a **motor vehicle** owned by **you** or a **relative** or **resident** in which Collision Coverage applies under any policy;
10. a claim for punitive or exemplary damages;
11. a claim for diminution in value of **your insured automobile**;
12. a claim for loss of use of **your insured automobile**;
13. loss or damage to personal property contained within **your insured automobile**, except a child passenger restraint system;
14. **property damage** to a vehicle, other than **your insured automobile**;
15. **bodily injury** sustained by the owner of a **non-owned automobile**; or
16. **property damage** to **your insured automobile**, when it is being operated by:
  - a. a person who is not licensed to operate a motor vehicle who is not listed on the **Declarations Page**;
  - b. a person who operates **your insured automobile** on a regular basis; or
  - c. a person not listed on the **Declarations Page** who is a **resident** of **your** household.

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This coverage does not apply to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits law or any similar law or to any insurer of property or directly to the benefit of the United States or any **state** or political subdivision of the United States or any **state**.

## LIMITS OF LIABILITY

The Limit of Liability shown on the **Declarations Page** for the coverages under Part III is the most **we** will pay regardless of the number of:

1. vehicles described in the **Declarations Page**;
2. **insured persons**;
3. claims;
4. claimants;
5. policies; or
6. vehicles involved in the accident.

The Limits of Liability shown in the **Declarations Page** apply subject to the following:

1. The **bodily injury** liability limit for "each **person**" is the maximum **we** will pay as damages for **bodily injury** to one **person** in one accident. It includes all damages for care, medical expenses, loss of services, loss of society, comfort, companionship, loss of consortium, and any other damages in any way arising out of, or deriving from, such **bodily injury**.
2. The **bodily injury** liability limit for "each accident" is the maximum **we** will pay as damages for all **bodily injury** to two or more **persons** in any one accident subject to the **bodily injury** liability limit for "each **person**". It includes all damages for care, medical expenses, loss of services, loss of society, comfort, companionship, loss of consortium, and any other damages in any way arising out of, or deriving from, such **bodily injury**.
3. **Our** maximum **property damage** liability limit for uninsured motorist coverage is the lesser of:
  - a. the actual cash value of **your insured automobile** subject to adjustment for depreciation of physical condition;
  - b. the amount necessary to repair or replace **your insured automobile**; or
  - c. \$3,500.

No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorist or Underinsured Motorist coverage.

Any amounts payable will be reduced by:

1. a payment made by the owner or operator of the **uninsured motor vehicle** or **underinsured motor vehicle** or organization which may be legally liable, or any **person** or organization making a payment on their behalf;
2. a payment under Part I – LIABILITY of this policy;
3. a payment under Part II – EXPENSES FOR MEDICAL SERVICES;

4. a payment made or amount payable because of the **bodily injury** under any workers' compensation law or disability benefits law or similar law; and
5. a payment under any property insurance policy.

With respect to coverage for an **underinsured motor vehicle**, the limits of liability and the damages shall be reduced by all sums paid because of the **bodily injury** by or on behalf of **persons** or organizations who may be legally responsible. This includes all sums paid under Part I – LIABILITY of the policy.

## OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal, but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
  - a. On primary basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage providing on the primary basis.
  - b. On an excess basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.
4. If **you** have other valid and collectible insurance that applies to an **insured automobile** newly acquired by **you**, this coverage does not apply.

## ARBITRATION

If an **insured person** and **we** do not agree:

1. that the **person** is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle**; or
2. as to the amount of payment under this Part, either party may demand in writing that the issue be determined by arbitration.

In that event, the matter will be settled by a single, neutral arbitrator, whose decision may be entered in any court having jurisdiction. With respect to **bodily injury** or **property damage**, the **insured person** must formally begin arbitration proceedings by notifying **us** in writing. Such notification must be sent by certified mail, return receipt requested. Each party will pay the expenses incurred by that party and will bear the expenses of the arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides. Local rules of procedure and evidence will apply.

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If the accident involves in **uninsured motor vehicle** any demand for arbitration must be made within 2 years from the date of the accident. If the accident involves an **underinsured motor vehicle**, the demand must be made within 1 year after all applicable **bodily injury** liability bonds or policies have been exhausted by payment of judgments or settlements.

With respect to **property damage**, arbitration proceedings must be formally instituted by the **insured person** within 1 year from the date of the accident.

The decision of the arbitrator will be binding as to:

1. whether the **insured person** is legally entitled to recover damages; and
2. the amount of damages. This applies only if the amount does not exceed the minimum limits of liability specified in the California Financial Responsibility law. If the amount exceeds those limits either party may demand the right to a trial. The demand must be made within 60 days from the arbitrator's decision. If a demand is not made the arbitrator's decision as to the amount of damages is binding.

The decision of the arbitrator may be entered in any court having jurisdiction.

## **PROOF OF CLAIM**

Each **insured person** making claim under Part III must give **us** full details of the injuries sustained and treatment rendered. The burden is on the **insured person** to prove that the accident involved an **uninsured motor vehicle** or **underinsured motor vehicle**.

## **TRUST AGREEMENT**

If **we** pay **you** for a loss under this coverage:

1. **We** are entitled to recover from **you** an amount equal to such payment if there is a legal settlement made or a judgment paid on **your** behalf with or against any **person** or organization legally responsible for the **bodily injury**;
2. **You** must hold in trust for **us** all rights to recover money which **you** have against the **person** or organization legally responsible for **bodily injury**;
3. **You** must do everything reasonable to secure **our** rights and do nothing to prejudice these rights;
4. If **we** ask **you**, **you** must take reasonable or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible **person** or organization;
5. **You** must execute and deliver to **us** any legal instrument or papers necessary to secure the rights and obligations of **you** and **us** as established here; and
6. An **insured person** under the coverage must do nothing before or after a loss to prejudice **our** rights of recovery from any uninsured wrongdoer.

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## PART IV – DAMAGE TO YOUR AUTOMOBILE

### COVERAGE E (COMPREHENSIVE) AND F (COLLISION) – AUTOMOBILE DAMAGE COVERAGE INSURING AGREEMENT

We will pay for **loss** to an **insured automobile** under this Part for coverage specified on the **Declarations Page**. The payment will be reduced by the applicable deductible. We will not pay for **comprehensive** or **collision** to any other **automobile** owned or operated by an insured that is not described on the **Declarations Page** of the policy and for which a separate premium is not charged for **comprehensive** or **collision**.

If we can pay the **loss** under either **comprehensive** or **collision** coverage, we will pay under the coverage where **you** collect the most.

### ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this Part:

1. “**Collision**” means the impact of **your insured automobile** with another object or upset of **your insured automobile**.
2. “**Comprehensive**” **loss** is one caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is **loss** not caused by **collision**. Comprehensive coverage may also be referred to as “other than **collision**” coverage.
3. “**Loss**” means sudden, direct and accidental **loss** of or damage to **your insured automobile**. **Loss** shall not include confiscation of the vehicle by any governmental authority.

### ADDITIONAL PAYMENTS

If there is a theft of **your insured automobile**, we will pay up to \$15 per day, but no more than \$300 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 **automobile** is returned to **us** or when **we** pay for the **loss**. **You** must provide **us** written proof of **your** transportation expenses and loss of use damages. We will not pay for the cost of transportation incurred by an **insured person** if there is a theft only of a **utility trailer**.

### EXCLUSIONS

We do not cover **loss**:

1. to **your insured automobile** while used to carry **persons** or property for a charge including rental of the insured’s **automobile** to others. This exclusion does not apply to shared-expense **automobile** pools;
2. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequences of any of these;

3. to sound reproducing equipment unless permanently installed in the dash or console opening of **your insured automobile** by the factory or dealer as specified original equipment by the manufacturer of the motor vehicle, or to tapes, compact discs, or similar items used with sound equipment;
4. to sound receiving or transmitting equipment designed for use as citizens band radios, two-way mobile radios, telephones, scanning monitor receivers, radar detectors, television sets, or their accessories or antennas;
5. to a camper body, pick-up shell, box cover or **utility trailer** not described in the **Declarations Page**;
6. to TV antennas, awnings, cabanas, or equipment designed to provide additional living facilities;
7. resulting from prior **loss** or damage, manufacturer's defects, wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the damage is the result of other **loss** covered by this policy;
8. to **your insured automobile** due to destruction or confiscation by governmental authorities because of use in illegal activities, or failure to bring it into compliance with the Environmental Protection Agency or the Department of Transportation;
9. to any custom furnishings or equipment in or upon **your insured automobile**. Custom furnishings or equipment include but are not limited to:
  - a. special carpeting and insulation, furniture, bars or television receivers;
  - b. facilities for cooking and sleeping;
  - c. height-extending roofs;
  - d. custom murals, paintings, or other decals or graphics;
  - e. custom car kits;
  - f. custom grills, louvers, scoops, continental kits and/or spoilers;
  - g. chrome, alloy, mag-type wheels or any custom wheel coverings or racing tires or tires wider than those installed as original factory equipment;
  - h. window film tinting;
  - i. alarms;
  - j. customized t-tops, sunroof, moon roof, convertible tops, and/or customized non-factory vinyl tops;
  - k. customized paint, including but not limited to lacquer paint and upholstery other than the original manufacturer;
  - l. ground effect kits;
  - m. modified and/or altered suspensions other than factory installed; or
  - n. special gauges, modified carburetor systems and/or engines;
10. to modified or customized engines and carburetor system, winches, utility and/or tool boxes;
11. to any vehicle used for **racing**;
12. to **your insured automobile** resulting from:
  - a. voluntarily parting with the title and possession of the **covered vehicle**, if induced to do so by any trick, device, false pretense or other fraudulent scheme; or
  - b. embezzlement, conversion, secretion, theft, larceny, robbery, or pilferage committed by any person including any employee, entrusted by **you** with either custody or possession of the **covered vehicle** under any circumstance, including, but not limited to a bailment



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lease, conditional sale, purchase agreement, mortgage or other encumbrance;

13. due to theft or conversion of **your covered automobile**:
  - a. by **you**, a **relative**, or any **resident** of **your** household;
  - b. prior to its delivery to **you** or a **relative**;
  - c. while in the care, custody, or control of anyone engaged in the **business** of selling the **automobile** or **trailer**; or
  - d. by any person excluded from coverage under this policy;
14. to **your insured automobile** arising out of or during its use for the transportation of any:
  - a. explosive substance;
  - b. flammable liquid; or
  - c. similar hazardous materials.except transportation incidental to **your** ordinary household or farm activities;
15. to clothes, tools or personal effects;
16. to **your insured automobile** caused by or resulting from **your** acquiring an **automobile** from the seller without legal title available to **you**;
17. to any non-dealer or non-factory installed equipment which mechanically or structurally changes **your insured automobile** and results in an increase in performance or a change in appearance;
18. caused if the operator of **your insured automobile** at the time of **loss** is committing or attempting to commit or is fleeing a felony, or by the operator's involvement in an illegal occupation;
19. to **your insured automobile** caused intentionally by or at the direction of **you**, a **relative** or a **resident**;
20. to **your insured automobile** while being operated by a **person** or **persons** specifically excluded by endorsement;
21. to **your insured automobile** when it is being operated by:
  - a. a person who is not licensed to operate a motor vehicle, who is not listed on the **Declarations Page**;
  - b. a person who operates **your insured automobile** on a regular basis; or
  - c. a person not listed on the **Declarations Page** who is a **resident** of **your** household;
22. to any rented, leased, or **non-owned automobile** other than **your insured automobile**.
23. to damage to or discoloration(s) of paint as a result of smoke, smog, chemicals, tree sap, animal or bird droppings, unless such damage is a direct result of vandalism;
24. to any obligations assumed by the **insured**, registered owner or legal owner for any of the following costs:
  - a. estimating fees;
  - b. teardown charges;
  - c. handling fee;
  - d. negotiating charges;
  - e. administrative fees;
  - f. higher than reasonable, for the area, storage or towing fees; or
  - g. any other charges which are not part of the necessary cost of repairing the vehicle;
25. to **your insured automobile** for diminution of value;
26. to **your insured automobile** due to defective or disputed title; or

27. repaired before **our** authorized representative has viewed **your insured automobile**. This requirement can be waived only by **us**.
28. caused if the operator of **your insured automobile** at the time of the loss is under the influence of an alcoholic beverage or of a drug;
29. to **your insured automobile** while being used or driven by a person while employed or engaged in **business**;
30. to **your insured automobile** due to a lack of lubricant or coolant.

## LIMIT OF LIABILITY

1. The Limit of Liability for **loss** to **your insured automobile** will be the lowest of:
  - a. the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by the applicable deductible shown on the **Declarations Page**, and by its salvage value if **you** retain the salvage;
  - b. the amount necessary to repair or replace the stolen or damaged property with other of like kind and quality less depreciation, reduced by the applicable deductible shown on the **Declarations Page**; or
  - c. any applicable Limit of Liability or Stated Amount Vehicle Coverage elected by **you**, reduced by its salvage value if you retain the salvage.  
However, if the **loss** is to a **trailer**, the applicable Limit of Liability will be \$500; or
  - d. \$50,000.
2. Payments for **loss** covered under Collision and Comprehensive are subject to the following provisions:
  - a. no more than one (1) deductible shall be applied to any one (1) covered **loss**;
  - b. an adjustment for depreciation and physical condition will be made in determining the Limit of Liability at the time of **loss**;
  - c. in determining the amount necessary to repair damaged property to its pre-**loss** condition, **our** estimate will be based on:
    - i. the prevailing competitive labor rates charged in the area where the property is to be repaired, as reasonably determined by **us**; and
    - ii. the cost of repair or replacement parts, which may be new, refurbished, restored, or used, including, but not limited to:
      - (a) original manufacturer parts or equipment; and
      - (b) non-original manufacturer parts or equipment;
  - d. the actual cash value is determined by the market value, age and condition of the **vehicle** at the time the **loss** occurs; and
  - e. any amount paid or payable to a person under this Part IV shall be reduced by any amount paid for **property damage** under Part III – Uninsured/Underinsured Motorist Coverage.
3. If more than one (1) **automobile** is shown on **your Declarations Page**, coverage will be provided as specified on the **Declarations Page** as to each **automobile**.

4. Our Limit of Liability for any covered after-market sound producing equipment and its components parts: including, but not limited to, radios, speakers, tape players, compact disc players and radio equalizers, is limited to \$500 for each **loss**. After-market sound equipment is equipment installed by someone other than the factory or authorized dealer of the manufacturer of the car.
5. **We** will pay no more than \$25 per day, to a maximum of \$300, for storage fees.
6. If **we** repair or replace the property, **we** shall not be responsible for any diminution in value of **your insured automobile** caused by the **loss**.
7. **We** will pay no more than \$150 for all towing charges incurred as a result of a covered **loss**.

## TOTAL LOSS

In the event that **we** determine **your insured automobile** to be a total **loss**, **you** must allow **us** to move **your insured automobile** to a storage free location of **our** choice. **We** will not pay for any storage or other charges incurred after **your** refusal to allow **us** to move **your insured automobile** to a storage free location. **We** reserve the right to retain **your insured automobile** and/or its salvage property after **we** determine that **your insured automobile** is a total **loss**.

## PAYMENT OF LOSS

At **our** expense, **we** may return any stolen property to **you** or to the address shown on the **Declarations Page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value, but there shall be no abandonment of the property to **us**. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property.

## WAIVER OF COLLISION DEDUCTIBLE

If Part III – Uninsured Motorists is applicable to this policy and there is a **loss** to **your insured automobile** insured for **collision** coverage, no deductible will apply if the **loss** is caused by an **uninsured motor vehicle**, as that term is defined in Part III – Uninsured Motorists.

## OTHER INSURANCE

If there is other applicable similar insurance on a **loss** covered by this Part, **we** will pay only that proportion of the **loss** that **our** limit of liability bears to the total limits of all applicable similar insurance. But, any insurance afforded under this Part for a vehicle **you** do not own is excess over any other applicable similar insurance.

## APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **you** or **we** may demand an appraisal of the **loss**. If so, each party shall appoint a competent and impartial appraiser. The appraisers will

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determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. A decision agreed to by any two (2) will be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **you** and **us**. Neither **you** nor **we** waive any rights under this policy by agreeing to an appraisal.

## **NO BENEFIT TO BAILEE**

This insurance shall not in any way benefit any **person** or organization caring for or handling property for a fee including **your insured automobile**.

## **PART V – EMERGENCY TOWING AND LABOR COVERAGE**

### **INSURING AGREEMENT – EMERGENCY TOWING AND LABOR COVERAGE**

If **you** pay a premium for Emergency Towing and Labor coverage, **we** will pay for towing and labor costs incurred by **you** as a result of the disablement of **your insured automobile**, subject to the Limit of Liability shown on the **Declarations Page**, provided that:

1. the labor is performed at the place of disablement; and
2. the disablement does not occur at **your** residence.

The total limit of **our** liability for each **loss** is stated on the **Declarations Page** subject to a maximum of six (6) occurrences in any twelve (12) month period.

## **PART VI – RENTAL REIMBURSEMENT COVERAGE**

### **INSURING AGREEMENT – RENTAL REIMBURSEMENT COVERAGE**

If **you** pay a premium for Rental Reimbursement Coverage, **we** will reimburse **you** up to \$20 per day when **you** rent a **vehicle** from a public automobile rental agency or garage due to a **loss** to **your insured automobile** which would be payable under either Collision or Comprehensive coverage. **We** will not pay mileage or fuel charges. **We** will not pay collision damage waiver or other insurance charges.

Reimbursement will begin on:

1. the date **your insured automobile** is delivered to a garage for repairs, if **your insured automobile** is drivable; or
2. the date the **loss** is reported to **us**, if **your insured automobile** is disabled or stolen.

Reimbursement ends:

1. when repairs to **your insured automobile** are completed;
2. the day following the settlement offer, if **we** offer settlement in lieu of repairs; or
3. when **you** incur the policy maximum as listed on your **Declarations Page**. whichever occurs first.

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Any reimbursement payable under Rental Reimbursement Coverage is reduced to the extent it is payable under Comprehensive or Collision coverage.

**You** must provide **us** written proof of **your** rental charges.

## **PART VII – GENERAL PROVISIONS**

### **POLICY CHANGES**

This policy, **your** application for insurance (which is made a part of this policy as if attached hereto), and endorsements issued by **us** to this policy contain all the agreements between **you** and **us**. Subject to the following, its terms may not be changed or waived except by an endorsement issued by **us**.

The premium for each **automobile** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, or take other appropriate action. To properly insure **your insured automobile**, **you** must promptly notify **us** when:

1. **you** change **your** address;
2. any **resident** operators are added or deleted; or
3. **you** acquire an additional or replacement **automobile**.

Changes that may result in premium adjustment are contained in **our** rates and rules. These include, but are not limited to:

1. changes in the number, type, or use classification of **your insured automobile**;
2. changes in the operators using **your insured automobile**, their ages, or marital status;
3. a **relative** obtaining a driver's license or operator's permit;
4. changes in the place of principal garaging of **your insured automobile**;
5. changes in coverage, deductibles, or limits of liability; or
6. changes in rating territory or discount eligibility.

Certain premium bearing endorsements may be subject to an endorsement fee, as per our underwriting guidelines.

### **ADDITIONAL PREMIUM DUE – LOSS SETTLEMENT**

In the event of additional premium due to the incorrect rating of this policy, **we** shall have the right to correct the premium in accordance with **our** published rates and underwriting rules. If a **loss** occurs under the policy **we** shall have the option to deduct such additional premium from any loss settlement.

### **TERMS OF POLICY CONFORMED TO STATUTES**

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

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provisions of this policy shall be governed by the law of the state listed on **your** application as **your** residence.

## **TWO OR MORE VEHICLES INSURED**

For any **accident** or **loss** to which this or any other policy issued by **us** applies, the total limit of **our** liability under all policies shall not exceed the highest applicable limit of liability under one policy. In no event shall the limit of liability for two (2) or more **automobiles** or two (2) or more policies be added together, combined, or stacked.

## **POLICY FEE AND/OR FILING FEE**

A Policy Fee and Filing Fee, if any, as set forth under the **Declarations Page** of this policy, is fully earned upon issuance of the policy and is not refundable.

## **PAYMENT OF PREMIUM**

If **your** initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment. If the check, draft, or remittance is not honored upon presentment, this policy may, at **our** option, be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

If **you** tender a check to **us** for any full or partial payment of **your** premium, other than **your** initial payment, and the check is returned to **us** because of insufficient funds, a closed account, or a stop payment, a service charge will be added to **your** account balance.

## **CANCELLATION**

**You** may cancel this policy by mailing a written request for cancellation to the agent or **us**. Coverage shall cease and the policy period shall end on the latest date issued below:

1. 12:01 a.m. of the day specified by the named insured in the request for cancellation;
2. 12:01 a.m. of the day following the postmark date on the request for cancellation provided such date is legible and not a postage meter date; or
3. If neither 1 nor 2 above apply, the date and time the request is received by the Company or its agent.

**We** may cancel this policy by mailing a notice of cancellation to the named insured shown on the **Declarations Page** at the last known address appearing in **our** records. If cancellation is due to nonpayment of premium, or if cancellation is due to any reason during the first fifty-nine (59) days of the policy period, notice will be mailed at least ten (10) days before the effective date of cancellation. Once this policy has been in effect for more than fifty-nine (59) days, or if this is a renewal or continuation policy, and cancellation is due to any reason other than nonpayment of premium, notice will be mailed at least twenty (20) days before the effective date of cancellation.

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**We** may cancel only for one (1) or more of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. fraud or material misrepresentation affecting the policy or insured; or
3. a substantial increase in the hazard insured against as defined by Section 2632.19 of the Regulations of the California Insurance Commissioner, as amended.

**We** will mail notice of cancellation to the named insured shown on the **Declarations Page** at the last known address for the named insured appearing in **our** records.

Coverage on **your insured automobile** is terminated on the effective date of any other policy obtained by **you** or **your** representative listing the **automobile**.

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

If this policy is cancelled, any refund due will be computed on a daily pro-rata basis. However, **we** shall retain a cancellation fee if this policy is cancelled at your request. The effective date of cancellation shown in a notice will be the end of the policy period. All policy fees are fully earned as soon as coverage goes into effect.

## **NONRENEWAL**

If **we** decide not to renew or continue this policy, **we** will mail notice of nonrenewal to the named insured shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least thirty (30) days before the end of the policy period. If the policy period is other than one (1) year, **we** will have the right not to renew or continue this policy only at each anniversary of its original effective date or earlier if permitted by state law.

## **AUTOMATIC TERMINATION**

If **we** offer to renew or continue coverage and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer. If **you** obtain other insurance on **your insured automobile**, any similar insurance provided by this policy will terminate as to that **automobile** on the effective date of the other insurance.

## **NOTICE OF LIMITS OF FUTURE COVERAGE**

Pursuant to Section 11580.09 of the California Insurance Code, **you** are notified for the purpose of cancellation, refusal to renew or premium increase, that ALLIANCE UNITED INSURANCE COMPANY, shall state the reasons for this action which shall include, if applicable, but not limited to, the following:

1. Accident involvement by an **insured person**, and whether the **insured person** is at fault in the accident.
2. A change in, or an addition of, an **insured vehicle**.

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3. A change in, or an addition of, an **insured person** under this policy.
  4. A change in the location of garaging of an **insured vehicle**.
  5. A change in the use of the **insured vehicle**.
  6. Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
  7. The payment made by an insurer due to a claim filed by an insured or a third party.

Further be advised that some non-renewals and premium increases may result from reasons that are not specified above that are both lawful and not unfairly discriminatory.

## **PROOF OF NOTICE**

Proof of mailing of any notice will be sufficient proof of notice.

## **COVERAGE CHANGES**

If **we** make a change which broadens a coverage **you** have under this edition of **your** policy, without additional charge, **you** will receive broadened coverage. The broadened coverage applies on the date the coverage change is implemented in **your** state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by endorsement issued by **us**.

## **SUIT AGAINST US**

**We** may not be sued unless there is full compliance with all terms of this policy. **We** will not be sued under Part I – Liability coverage until the obligation of an **insured person** to pay is finally determined either by judgment against the **person** after actual trial or by written agreement of the **person**, the claimant, and **us**. No one shall have any right to make **us** party to a suit to determine the liability of an **insured person**.

## **OUR RECOVERY RIGHTS**

In the event of a payment under this policy, **we** are entitled to all the rights of recovery that the **person** or organization for whom payment was made has against another. That **person** or organization must sign and deliver to **us** any legal papers relating to that recovery. They must also 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 this policy and also recovers from another, the amount recovered shall be held by that **person** in trust for **us** and reimbursed to **us** to the extent of **our** payment.

## **ASSIGNMENT**

Interest in this policy may not be assigned without **our** written consent. If **you** die the policy will cover the remainder of the policy term:



1. any surviving spouse; or
2. the legal representatives of the deceased **person** while acting within the scope of duties of a legal representative while **occupying your insured automobile**.

## **BANKRUPTCY**

**We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.

If **you** need assistance at any time in resolving a problem concerning **your** insurance, **you** are invited to contact:

**Your Alliance United Broker**

**OR**

**Alliance United Insurance Company  
Customer Service Department  
PO Box 6942  
Ventura, CA 93006-6942  
1-800-508-5833**

If **we** are unable to solve any problem related to this coverage to **your** satisfaction, **you** may call or write the California Department of Insurance at:

**California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, CA 90013**

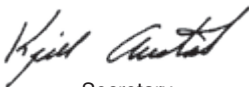
**Consumer Hotline  
1-800-927-Help (4357) or  
1-213-897-8921**

**TDD Number  
1- 800-482-4TDD (4833)  
Hotline hours are from  
8:00 a.m. - 5:00 p.m.  
Monday through Friday  
(Except Holidays)**

This policy is signed, on behalf of Alliance United Insurance Company by **our** President and Secretary. It is countersigned on the **Declarations pages** by **our** authorized representative.



President and CEO



Secretary

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## **POLICY ENDORSEMENTS**

**These endorsements only apply if the endorsement number is referenced on the Declarations Page.**

**AG 01 05 (12/10)**

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### **INFORMATION REGARDING PREMIUM DISCOUNTS**

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#### **Discounts**

Alliance United Insurance Company offers several discounts to their policyholders. If you qualify for any of the discounts listed below, the discount(s) should be reflected in the premium quoted. If you have any questions, please contact your producer (agent/broker) shown on the top of your Policy Declarations Page.

#### **Multi-Car Discount**

A discount applies to each vehicle on a multi-car risk. All vehicles must be listed on the same policy to receive the discount. Applies to Bodily Injury, Property Damage, Medical Payments, Uninsured Motorist, Collision Damage Waiver, Comprehensive, and Collision separately when there is like coverage.

#### **Good Driver Discount**

A 20% discount is automatically applied to all coverages for each driver qualifying for "good driver" status under Section 1861.025 of the California Insurance Code. Good drivers must be licensed for the past three years and have no more than one DMV violation point during that time to qualify. All DUI's occurring after 12-31-95 will be retained for 10 years for purposes of qualifying for good driver status.

#### **Mature Driver Discount**

A 5% discount applies if a listed driver who is 55 years of age or older provides proof of successful completion of a Mature Driver Improvement Course approved by the California Department of Motor Vehicles.

The discount is good for 3 years from the date of course completion. The discount will be discontinued if the listed driver is at-fault in an accident or if the listed driver is convicted of a violation of Division 11 of the Vehicle Code, except Chapter 9 of that Division, or of a traffic-related offense involving alcohol or narcotics. The discount does not apply if the insured successfully completes the Mature Driver Improvement Course pursuant to a court order. This discount applies to Bodily Injury, Property Damage, Medical Payments, and Uninsured Motorist.

#### **Persistency / Renewal**

A discount will be available to the insured's that renew their policies with the Company:

After the 1 <sup>st</sup> year	6%
After the 2 <sup>nd</sup> year	8%
After the 3 <sup>rd</sup> year	10%

The policy must not have more than 2 lapses of 7 days each within each 12-month period. This discount applies to all coverages except Towing and Labor, and Rental Reimbursement.

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**Good Student Discount**

A 15% discount applies to all coverages if the driver is under age 24, is single, and a full-time high school, college or university student. The driver must either be in the upper 20% of the class scholastically, maintain a "B" average or its equivalent, no grade below a "B" if the grading system cannot be averaged or have at least a 3 in a 4 point numerical grade system.

**AG 02 05 (12/10)**

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**Auto Body Repair Consumer Bill of Rights**

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**A CONSUMER IS ENTITLED TO:**

- 1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY MAY NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.**
- 2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.**
- 3. BE INFORMED ABOUT COVERAGE FOR TOWING SERVICES. UNLESS THE INSURANCE COMPANY HAS PROVIDED AN INSURED WITH THE NAME OF A SPECIFIC TOWING COMPANY PRIOR TO THE INSURED'S USE OF ANOTHER TOWING COMPANY, THE INSURANCE COMPANY MUST PAY ALL REASONABLE TOWING CHARGES OF THE TOWING COMPANY USED BY THE INSURED.**
- 4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.**
- 5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.**
- 6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP, EVEN WHEN MAKING AN INSURANCE CLAIM.**

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**COMPLAINTS WITHIN THE JURISDICTION OF THE  
BUREAU OF AUTOMOTIVE REPAIR**

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

**Toll Free (800) 952-5210  
California Department of Consumer Affairs  
Bureau of Automotive Repair  
10240 Systems Parkway  
Sacramento, CA 95827**

The Bureau of Automotive Repair can also accept complaints over its web site at: [www.autorepair.ca.gov](http://www.autorepair.ca.gov)

**COMPLAINTS WITHIN THE JURISDICTION OF THE  
CALIFORNIA INSURANCE COMMISSIONER**

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

**(800) 927-HELP or (213) 897-8921  
California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, CA 90013**

The California Department of Insurance can also accept complaints over its web site at: [www.insurance.ca.gov](http://www.insurance.ca.gov)  
**08-18-09**

**AG 03 05 (12/10)**

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**LOSS PAYEE ENDORSEMENT**

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Loss or damage under this policy shall be paid as financial interest may appear to **you** and the loss payee shown on the **Declarations Page**.

If **you** surrender possession of **your insured automobile** to the loss payee or the loss payee repossesses **your insured automobile**, **we** will not pay the loss payee for loss occurring after the date the loss payee or its agents takes possession of **your insured automobile**. In addition, when a loss occurs, the loss payee must show that:

1. The named insured has defaulted in payment;
2. The loss payee has made all reasonable efforts to collect overdue payments; and
3. The interest of the loss payee has become impaired.

**We** will not pay the loss payee more than the Repair Costs of **your insured automobile**, Actual Cash Value of **your insured automobile** or the existing loan balance as of the date of loss, whichever is less and minus any applicable deductible. This insurance covering the interest of loss payee shall become invalid because of illegal or fraudulent acts or omissions committed by **you** or a **relative**. Additionally, **we** will not pay the loss payee for any loss caused by conversion, secretion, embezzlement or concealment by **you**, a **relative**, anyone acting on **your** behalf or anyone acting on behalf of a **relative**. Additionally, **we** will not pay the loss payee for any loss caused intentionally by, or at the direction of **you** or a **relative**.

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When **we** pay the loss payee **we** shall, to the extent of payment, be subrogated to the loss payee's rights to recovery. If the loss is not covered under the policy, but payment is made to the loss payee, **you** will reimburse **us** up to the amount of **our** payment.

If **we** are asked to pay the loss payee, **we** will apply the deductible shown on the Declarations Page.

**We** reserve the right to cancel the policy as permitted by the policy terms, and the cancellation shall terminate the policy and this agreement as to the loss payee's interest. **We** will give the same advance notice of cancellation to the loss payee as **we** give to the named insured shown on the **Declarations Page**.

**AG 04 05 (04/06)**

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#### **ADDITIONAL INSURED ENDORSEMENT**

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In consideration of the premium charged, it is hereby agreed that such insurance as is afforded by this policy shall also apply to the additional insured(s) as listed in the **Declarations Page**, but solely with respect to the ownership, maintenance or use of **your insured automobile** insured under this policy. Nothing contained herein shall operate to increase the company's limit of liability as shown in the **Declarations Page**. All other terms and conditions remain unchanged.

**AG 05 05 (04/06)**

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#### **NAMED DRIVER EXCLUSION ENDORSEMENT**

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If **you** have asked **us** to exclude any person from coverage under this Policy, then **we** will not provide coverage for any claim arising from an accident or loss involving **your insured automobile** or **non-owned automobile** that occurs while it is being operated by the excluded person. THIS INCLUDES ANY CLAIM FOR DAMAGES MADE AGAINST **YOU**, A **RELATIVE**, OR ANY OTHER PERSON OR ORGANIZATION THAT IS VICARIOUSLY LIABLE FOR AN ACCIDENT ARISING OUT OF THE OPERATION OF **YOUR INSURED AUTOMOBILE** OR **NON-OWNED AUTOMOBILE** BY THE EXCLUDED DRIVER.

**AG 06 05 (04/06)**

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#### **NAMED DRIVER NON-OWNER COVERAGE**

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#### **AGREEMENT**

If **you** purchase a Named Driver Non-owner policy, it is agreed that the policy is amended as follows:

#### **AMENDMENT 1.**

The Liability Coverage Insuring Agreement used in Part I – Liability is deleted in its entirety and replaced by the following:

**We** will pay damages except for punitive or exemplary damages, for which an **insured person** is legally liable because of **bodily injury** or **property damage** resulting from the use of **your insured**

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**automobile.** The **bodily injury** or **property damage** must not be expected nor intended from the standpoint of the **insured person.**

**We** will defend any suit or settle any claim for damages as **we** think appropriate. **We** will not defend or settle after **our** limit of liability has been paid. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

#### **AMENDMENT 2.**

Definitions 2 and 7 in the Definitions Used Throughout This Policy are deleted in their entirety and replaced by the following:

2. **“You”** and **“Your”** mean only the individual **person** named as the insured in the Declaration.
7. **“Your insured automobile”** means any **non-owned automobile** or **utility trailer** provided that **you** have express or implied permission of the owner to use the **automobile**. No coverage shall apply for **you** while operating an **automobile** owned by or furnished or available for the regular use of **you**, a **resident**, or a **relative** of the household in which **you** reside.

#### **AMENDMENT 3.**

As used throughout this policy **“insured person”** means:

1. **You.**  
No **person** shall be considered an **insured person** if that **person** uses an **automobile** without having the express or implied permission of the owner.

#### **AMENDMENT 4.**

The OTHER INSURANCE PROVISION in Part I – LIABILITY is deleted in its entirety and replaced by the following:

##### **OTHER INSURANCE**

The insurance provided by this Part is excess over any other collectible **automobile** liability insurance.

#### **AMENDMENT 5.**

No coverage applies under Part IV – AUTOMOBILE DAMAGE.

#### **AMENDMENT 6.**

Exclusion 10 in Part I – LIABILITY is deleted in its entirety.

#### **AMENDMENT 7.**

Terms and conditions of this endorsement and California statutes also apply to Uninsured Motorist Coverage – Part III.

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**DELETION OF UNINSURED MOTORIST BODILY  
INJURY COVERAGE**

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The California Insurance Code requires an insurer to provide uninsured motorist coverage in each bodily injury liability insurance policy it issues covering liability arising out of ownership, maintenance, or use of a motor vehicle. Such section also permits the insurer and the applicant to delete this coverage completely or to delete such coverage when a motor vehicle is operated by a natural person or persons designated by name or agree to provide such coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance code, but not less than the financial responsibility requirements. Uninsured motorist coverage insures the insured, his heirs, or legal representatives for all sums within limits established by law, which such person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to him from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code.

This rejection shall be binding upon every insured to whom the policy applies while the policy is in force and shall continue to be so binding with respect to any continuation or renewal of the policy, or with respect to any other policy which extends, changes, supercedes, or replaces the policy issued to the named insured by the same insurer or with respect to reinstatement of the policy within thirty (30) days of any lapse thereof.

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**DELETION OF UNINSURED MOTORIST PROPERTY  
DAMAGE COVERAGE**

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The California Insurance Code requires insurers to offer coverage for damage to the insured motor vehicle, to the extent that you are legally entitled to recover from the owner or operator of the uninsured motor vehicle, caused by an uninsured motor vehicle, that either:

1. pays the collision deductible on the insured motor vehicle when you have purchased collision coverage; or
2. pays for the damage to the insured motor vehicle and shall not exceed the smaller of the actual cash value of the motor vehicle or \$3,500.

This rejection shall be binding upon every insured to whom the policy applies while the policy is in force and shall continue to be so binding with respect to any continuation or renewal of the policy, or with respect to any other policy which extends, changes, supercedes, or replaces the policy issued to the named insured by the same insurer or with respect to reinstatement of the policy within thirty (30) days of any lapse thereof.

All other terms and conditions remain unchanged.

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**BUSINESS USE ENDORSEMENT**

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**It is understood and agreed that coverage for business use of an automobile applies only to the automobile listed with the Business Use Endorsement on the Declarations Page.**

If **you** elect coverage for **business** use of **your insured automobile** listed on **your Declarations Page**, and pay the additional premium as billed, **you** agree with **us** that this policy is amended as follows:

**1. Part I – Liability to Others**

- a. The following exclusion is deleted from Part I:

Coverage under this Part I, including **our** duty to defend, does not apply to:

**bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **vehicle** used by an **insured person**, while employed or otherwise engaged in **business**;

and replaced by the following:

Coverage under this Part I, including our duty to defend, does not apply to:

**bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **vehicle** used by an **insured person**, while employed or otherwise engaged in **business** if that **vehicle**:

- i. Is used for the pick-up or delivery of goods (including, but not limited to, retail or wholesale delivery, magazines, newspapers, pizza, or other food items), limousine or taxi services, daycare, childcare, and livery or conveyance;
- ii. Has a load capacity over one (1) ton; or
- iii. Is equipped with racks.

**2. Part III – Uninsured/Underinsured Motorist Coverage**

- a. The following exclusion is deleted from Part III:

Coverage under this Part III, does not apply to:

**bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **vehicle** used by an **insured person**, while employed or otherwise engaged in **business**;

and replaced by the following:

Coverage under this Part III, does not apply to:

**bodily injury** or **property damage** arising out of the ownership, maintenance or use of any **vehicle** used by an **insured person**, while employed or otherwise engaged in **business** if that **vehicle**:

- i. Is used for the pick-up or delivery of goods (including, but not limited to, retail or wholesale delivery, magazines, newspapers, pizza, or other



- food items), limousine or taxi services, daycare, childcare, and livery or conveyance;
- ii. Has a load capacity over one (1) ton; or
- iii. Is equipped with racks.

### 3. Part IV – Damage To A Vehicle

- a. The following exclusion is deleted from Part IV:

Coverage under this Part IV does not apply for loss: to an **insured automobile** while being used or driven by a person while employed or engaged in **business**;

and replaced by the following:

Coverage under this Part IV does not apply for loss: to an **insured automobile** while being used or driven by a person while employed or engaged in **business** if that **vehicle**;

- i. Is used for the pick-up or delivery of goods (including, but not limited to, retail or wholesale delivery, magazines, newspapers, pizza, or other food items), limousine or taxi services, daycare, childcare, and livery or conveyance;
- ii. Has a load capacity over one (1) ton; or
- iii. Is equipped with racks.

### AG 10 05 (12/10)

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#### NAMED OPERATOR – PHYSICAL DAMAGE COVERAGE ENDORSEMENT

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If **you** elect the Named Operator – Physical Damage Coverage Endorsement, **you** agree with **us** that this policy is amended as follows: The following exclusion is added to Part IV – Damage to Your Automobile:

Coverage under this Part IV – Damage to Your Automobile. We do not cover **loss** while an **insured automobile** is operated by an operator who is not specifically named on the **Declarations Page**, or listed in the application for this policy, or added by endorsement. This exclusion applies whether or not **we** would have issued the policy had **we** known of this operator, or whether or not **we** would have charged a higher or lower premium. If, at the time of the **loss**, an **insured automobile** is unoccupied and away from the garaging location stated in the **Declarations Page**, it will be deemed to be operated by the person who was the last operator.

#### Alliance United Insurance Company Privacy Notice

Alliance United Insurance Company respects your right to privacy. We protect all personal data obtained in the course of doing business with you. We have physical, electronic, and procedural measures in place that comply with legal standards to protect your personal data. The only employees who have access to personal data are those who must have it to serve you. This notice explains how we collect and use your personal data.

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### ***Personal Data We Collect***

Personal Data includes any identifying information about a consumer, such as:

- Name, residence address, e-mail address, phone number
- Age, marital status, occupation, social security number
- Driving record and claim history for you and any driver in your household
- Medical information, such as from an accident report
- Car make and model, license number, lender or lease agent
- Policy payment history

We collect personal data from a variety of sources, such as:

- From you in person, by phone, or over the internet
- From others, including your agent and insurance data banks when we investigate claims or verify accident history
- From forms you submit to us, such as applications, claims, or policy updates
- From your transactions with us, our affiliates or others such as claims, or policy updates
- From a Motor Vehicle Report to verify driving record, auto title, or license status for each driver in your household

If you visit or use the Alliance United Insurance Company website, or one of our subsidiaries, we may use “cookies” (small files transferred from our website to your hard drive) to recognize repeat users, track usage and assist your access to and use of the site. We do not use “cookies” to gather personal data, and we do not link cookies to identifiable information, such as your policy number. The “cookies” only enable you to use our website more easily.

### ***How We Use and Disclose Personal Data***

We do not sell personal data or customer lists to anyone. We only disclose data about you as allowed or required by law. In those instances, we may disclose personal data without your prior consent. Our disclosures, may include any personal data that is necessary to help others provide an insurance service on our behalf, or to satisfy a lawful request.

We may disclose personal data we collect to:

- A Motor Vehicle Report in order to determine eligibility for coverage or to process your requested transaction
- Service providers that assist us in underwriting, processing payments, or adjusting claims including your insurance agent
- Medical-care facilities or providers in order to process your claim and verify coverage
- Law enforcement or other government agency as required by law or to prevent fraud
- Research organizations to conduct studies regarding claims results and insurance practices provided that no individual is identified in any study or report
- Insurance and financial companies affiliated with us, as identified below, for processing or marketing of our insurance related products or services
- Group policyholders for the purpose of reporting claims experience or for audit purposes

When we use Service Providers to help us with the services shown above, we make every effort to use Service Providers that agree to

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keep your data private and not use it for any other purpose. We do not share with or sell consumer data to third parties for marketing. We do not share credit information with anyone for marketing, or for any other reason. We only use medical information to process, evaluate, or defend claims. We do not share medical information without your prior consent.

We share personal data with insurance data banks that collect information about claim history, accident fault, and amounts paid. Insurance data banks may retain personal data and disclose it to other insurance companies and others legally entitled to see it.

A list of our affiliated companies is shown below. When we share personal data with affiliates it is only the minimum necessary to contact you about new products or special offers. The law allows us to share your data with our affiliates for marketing purposes. You cannot prevent those disclosures.

We send current customers a privacy notice each year. If we change our practices we will inform you promptly. We treat former customer data the same way as current customer data.

### ***Your Right to Review and Correct Personal Data***

If you wish to review your personal data, please send a written response to:

Alliance United Privacy Coordinator  
P.O. Box 6942  
Ventura, CA 93006-6942

Include your full name, address, and policy number(s). Let us know what kind of data you want to see. We may charge a small fee to collect and send the data to you.

If you see any mistakes, let us know and we will review it. If we agree, we will correct our files and send the correction to anyone that you ask who received the incorrect data from us in the past two years. If we disagree, you may file a short statement of dispute with us. Your statement will be included with any data we disclose in the future. We will also send the statement to anyone you ask who received your data from us in the past two years.

### ***Companies Affiliated with Alliance United***

Alliance United Insurance Services

### ***For More Information***

Should you have further questions regarding our privacy policy, you may call us directly at 1 (800) 508-5833, you can e-mail us at [info@au-ins.com](mailto:info@au-ins.com) or you can write to us at:

Alliance United Insurance Company  
Consumer Affairs Department  
P.O. Box 6942  
Ventura, CA 93006-6942

AUIC PRV (04/06)

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