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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

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U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

ANTHONY LORENTI, on behalf
of himself and all others similarly
situated,

Plaintiff,

v.

GEICO INDEMNITY
COMPANY,

Defendant.

Case No.: 6:17-cv-1755-ORL-
18-DCI

**PLAINTIFF’S CLASS ACTION COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, AND DEMAND FOR JURY TRIAL**

Named Plaintiff Anthony Lorenti (“Plaintiff”) on behalf of himself and all others similarly situated, files this Nationwide and Florida Class Action Complaint against GEICO Indemnity Company (“GEICO Indemnity” or “Defendant”), and asserts upon personal knowledge as to his own acts and status, and upon information and belief as to all other matters, the following allegations:

I. NATURE OF THE ACTION

1.

This is a Nationwide and Florida Class Action lawsuit by Plaintiff, who was an insured under Defendant GEICO Indemnity’s policy of insurance (the

“Policy”) for private passenger auto (“PPA”) physical damage. The GEICO Indemnity policy form covering Plaintiff for PPA physical damage (known as form A-30FL (03-11)) is attached as Exhibit A.

2.

The Policy requires payment on first-party total loss claims of Actual Cash Value (“ACV”), which is defined by the Policy as “the **replacement cost** of the auto or property less depreciation or betterment.” (Ex. A, Policy form, at 12) (emphasis added.)

3.

Defendant pays sales tax on first-party total loss PPA physical damage claims (“first-party total loss claims”) because sales tax is part of ACV. This is because sales tax is a mandatory fee involved with the purchase of any vehicle, and therefore part of the replacement cost of any vehicle.

4.

By contrast, Defendant does not pay title and license plate transfer fees on first-party total loss claims. This violates both Defendant’s contract with Plaintiff and applicable state law. Just like sales tax, title and license plate transfer fees are mandatory fees involved with the purchase of any vehicle, and therefore part of the replacement cost of any vehicle.

5.

This lawsuit is brought on behalf of Plaintiff and all other first-party total loss insureds who were not paid title and license plate transfer fees as part of the ACV of their first-party total loss claims.

II. JURISDICTION AND VENUE

6.

This Court has subject matter jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1332(d)(2). This is a class action in which the matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interest and costs. Plaintiff (a Florida citizen) is a citizen of a state different from Defendant, and there are more than 100 members of the Nationwide and Florida Classes sought to be certified.

7.

Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim, including the claims adjustment, occurred in this district and division.

III. THE PARTIES

8.

Plaintiff Anthony Lorenti is an adult who, at all relevant times, resided in

and was domiciled in St. Johns County, Florida.

9.

Defendant GEICO Indemnity is an insurance company incorporated in Maryland. Its principal place of business is 5260 Western Avenue, Chevy Chase, MD, 20815. Its Florida registered agent is Chief Financial Officer, 200 East Gaines Street, Tallahassee, Florida, 32301.

10.

GEICO Indemnity is owned by Government Employees Insurance Company (“GEICO”). Although GEICO is a private company that does not provide separate results of affiliates such as GEICO Indemnity, GEICO earned underwriting profits from its property and casualty insurers (including GEICO Indemnity) of \$462 million on \$26.3 billion of premiums in 2016. (*See* Berkshire Hathaway, Inc. 2016 Annual Report, at 79).

11.

GEICO Indemnity is the fifth largest PPA insurer in Florida, with total annual Florida premiums of over \$950 million.

12.

Upon information and belief (and assuming the same rate of profitability), GEICO Indemnity earned approximately \$16.69 million in 2016 from its Florida

PPA insurance.

IV. FACTUAL ALLEGATIONS

A. Plaintiff Was Issued a Form A-30FL (03-11) Policy.

13.

Plaintiff entered a policy agreement to be insured by GEICO Indemnity under policy form A-30FL (03-11) with a policy period of May 20, 2017 through November 20, 2017 (the “Policy”). The Policy provided physical damage coverage for his 2004 Jeep Liberty Sport 4WD, VIN 1J4GL48K54W136110 (the “Insured Vehicle”).

14.

GEICO Indemnity has issued Florida PPA physical damage policies under policy form A-30FL (03-11) since August 2011.

15.

Upon information and belief, Florida policy form A-30FL (03-11) is based on, and has the same material terms as, GEICO Indemnity’s policy form A-30.

16.

Upon information and belief, GEICO Indemnity has issued PPA physical damage policies under policy form A-30 nationwide since August 2011. (*See, e.g.,* Composite Ex. B, Form A-30CO, Form A-30MO, Form A-30NV.)

17.

Other GEICO affiliates also issued PPA physical damage policies nationwide (including in Florida) under policy form A-30 and policy form A-70 since August 2011. Policy forms A-30 and A-70 have identical material terms relating to the physical damage coverage at issue here.

B. The Policy Required Defendant To Pay The Replacement Cost of the Totaled Automobile.

18.

The Policy provided comprehensive and collision coverage with a coverage limit of ACV and a \$1,000.00 deductible.

The Policy defines ACV as follows:

1. “***Actual cash value*** is the replacement cost of the auto or property less ***depreciation*** or ***betterment***.”
 - a. “***Betterment*** is improvement of the auto or property to a value greater than its pre-loss condition.”
 - b. “***Depreciation*** means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness, or other causes.”

(Ex. A, Policy form at 12).¹

19.

The Policy provides as follows relating to PPA physical damage

¹ All bold and/or italics are in the original Policy.

comprehensive and collision coverage:

A. Comprehensive Coverage (excluding **collision**).

1. We will pay for each **loss**, less the applicable deductible, caused other than by **collision** to the **owned** or **non-owned auto**. This includes glass breakage.
No deductible will apply to **loss** to windshield glass.
At the option of the **insured**, breakage of glass caused by **collision** may be paid under the Collision coverage, if included in the policy.
2. We will pay, up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to:
 - a) Fire;
 - b) Lightning;
 - c) Flood;
 - d) Falling objects;
 - e) Earthquake;
 - f) Explosion; or
 - g) Theft of the entire automobile.The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.
3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

B. Collision Coverage.

1. We will pay for **collision loss** to the **owned auto** for the amount of each **loss** less the applicable deductible and to the **non-owned auto** for the amount of each **loss** less the applicable deductible when driven by **you** or a **relative**.
2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.
3. **Losses** involving one **owned auto**, arising out of a single occurrence shall be subject to no more than one deductible.

4. If more than one *owned auto* or *non-owned auto* is involved in a *collision loss*, any deductible will apply separately to each *owned auto* or *non-owned auto*.

(*Id.* at 13-14.)

20.

The Policy defines **Loss** as follows:

1. **Loss** means direct and accidental loss of or damage to:
 - a) An *owned* or *non-owned* auto, including its equipment;
or
 - b) Other property insured under this section.

(*Id.* at 13.) The Policy definition of **Loss** applies to both collision and comprehensive coverage.

21.

There is no difference, for purposes of the duty to pay ACV on a first-party total loss claim, between a collision total loss claim and a comprehensive total loss claim.

22.

The Policy provides the following limit of liability for PPA physical damage coverage:

LIMIT OF LIABILITY

The limit of our liability for *loss*:

1. Is the *actual cash value* of the property at the time of the *loss*;

2. Will not exceed the prevailing competitive price to repair or replace the property at the time of *loss*, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution of value that is claimed to result from the *loss*. Although *you* have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price which is the price we can secure from a competent and conveniently located repair facility. At *your* request, we will identify a repair facility that will perform the repairs or replacement at the prevailing competitive price;
3. To personal effects arising out of one occurrence is \$200;
4. To a *trailer* not owned by *you* is \$500;
5. For *custom parts or equipment* is limited to the *actual cash value* of the *custom parts or equipment*, not to exceed the *actual cash value* of the vehicle.

Actual cash value or **betterment** of property will be determined at the time of the loss and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

6. If this policy covers two or more autos or trailers any deductibles will apply separately to each.

(*Id.* at 14-15).

23.

The Policy does not explicitly define “total loss.”

24.

The Policy does not explicitly reference sales tax, title fees, or license plate transfer fees.

C. The Replacement Cost For A Total Loss Includes Applicable Taxes, Title Fees, and License Plate Transfer Fees.

25.

Although the Policy does not explicitly define a total loss, the limit of coverage provided is the ACV. The Policy therefore requires payment of ACV for a total loss.

26.

GEICO Indemnity, consistent with industry standard, explains to insureds that they will receive payment of ACV (minus deductible) upon suffering a total loss, and that this value includes applicable fees and taxes. (*See* GEICO Claims Center publication: “Car Is Totaled: Learn About The Total Loss Process” (www.geico.com/claims/claimsprocess/total-loss-process/) (last visited 10/5/17) (“If your policy covers a total loss, GEICO will: pay the actual cash value of the vehicle (plus applicable state fees and taxes) less any deductible. . .”).

27.

GEICO Indemnity’s public statements that ACV includes applicable fees and taxes is consistent with the reasonable expectation of an insured. An insured

pays for the maximum coverage under a policy (in this case ACV) with the expectation of receiving such maximum coverage when the insured suffers the maximum loss (a total loss).

28.

The Policy defines ACV as “replacement cost of the auto or property less *depreciation* or *betterment*.” (Ex. A, Policy form at 12.) Sales tax, title fees, and license plate transfer fees are each mandatory applicable fees involved with the purchase of any vehicle under Florida law.

29.

Likewise, policy form A-30 defines ACV as “replacement cost of the auto or property less *depreciation* or *betterment*.” (See, e.g., Composite Ex. B, Form A-30CO at 8, Form A-30MO at 8, Form A-30NV at 8). On information and belief, each of the fifty states imposes taxes, title fees, and/or license plate transfer fees relating to the replacement of a private passenger vehicle.

30.

As a consequence, under the law in every state (including Florida), an insured vehicle cannot be replaced without payment of applicable taxes, title fees,

and/or license plate transfer fees. These costs are, quite literally, part of the replacement cost of a totaled vehicle.

31.

State laws, including Florida law, require the payment of applicable taxes before any vehicle is permitted to be titled and operated. *See, e.g.*, Fla. Stat. Ann. § 212.05.

32.

State laws, including Florida law, also require that all vehicles operated on state roadways have the title of the vehicle registered with the State. *See, e.g.*, Fla. Stat. Ann. § 320.02 (“every owner or person in charge of a motor vehicle that is operated or driven on the roads of this state shall register the vehicle in this state.”). The cost to transfer title to a replacement vehicle is a minimum of \$75.25.

33.

In addition, state laws, including Florida law, require that all vehicles operated on Florida roads have a registration license plate. *See, e.g.*, Fla. Stat.

Ann. § 320.0609. The cost to transfer a license plate to a replacement vehicle is a minimum of \$7.35.

D. GEICO Told the Florida Office of Insurance Regulation, and Continues to Tell the Public, That It Pays Title Fees on Total Loss Claims.

34.

In 2013, GEICO responded to the Florida Office of Insurance Regulation (“FOIR”)² relating to a complaint about GEICO’s total loss claims handling. In this response, GEICO stated that GEICO pays sales tax and title fees because “these are mandatory fees involved with the purchase of the vehicle.”

35.

GEICO’s statement to FOIR was partially true, and partially false. It was and is true that taxes and title fees are mandatory fees involved with the purchase of any vehicle. However, it was and is false that GEICO paid title fees on behalf of their total loss insureds as required by contract and state law. GEICO, including GEICO Indemnity, has maintained a practice for five (5) years prior to

² The communication from GEICO incorrectly was addressed to the Florida Department of Insurance. The proper entity at the time was the Florida Office of Insurance Regulation.

the filing of this Complaint of paying taxes but *not* paying title fees and license plate transfer fees.

36.

GEICO maintains a Claims Center and claims information website for the purpose of informing insureds of their rights when they suffer a total loss. Through this website, GEICO and its affiliates, including GEICO Indemnity, also have made, and continue to make, false statements about coverage for title fees on total losses to the general public.

37.

In the GEICO Claims Center website publication, “Car Is Totaled: Learn About The Total Loss Process” (www.geico.com/claims/claimsprocess/total-loss-process/) (last visited 10/5/17), GEICO states: “If your policy covers a total loss, GEICO will: pay the actual cash value of the vehicle (plus applicable state fees and taxes) less any deductible.”

38.

Taxes, title fees, and license plate transfer fees are “applicable” to the replacement of any Florida vehicle because a vehicle *cannot* be replaced without

payment of taxes, title fees, and license plate transfer fees.

39.

Contrary to the statement on its website and the statement to FOIR, GEICO, including its affiliate GEICO Indemnity, does not pay the applicable state fees and taxes to its total loss insureds throughout the country (including Florida).

E. Plaintiff Suffered a Total Loss and Was Not Paid Title Fees or License Plate Transfer Fees As Required by the Policy and State Law.

40.

On or about June 28, 2017, Plaintiff Insured Vehicle was involved in a collision that rendered the vehicle a total loss.

41.

Plaintiff was entitled to recovery of ACV for his total loss under the Policy with GEICO Indemnity.

42.

GEICO Indemnity, through its Volusia County adjuster Jayson Brown, and at its office located in this division at 1320 Tamokafarms Rd, Daytona Beach, Florida 32124, issued an estimate of record finding that the Insured Vehicle was a total loss. (Ex. C, Estimate of Record.)

43.

GEICO Indemnity paid Plaintiff a total loss settlement of \$2,145.80. (Ex. D, Payment Record.)

44.

GEICO Indemnity, through its adjuster Jayson Brown, provided a Total Loss Settlement Explanation (“Settlement Explanation”) showing how the settlement was calculated:

Base Value	\$2,889.00
Condition Adjustment	\$51.00
Pre Tax Adjustment	\$0.00
Tax	<u>\$205.80</u>
Total Value	\$3,145.80
State and Local Regulatory Fees	\$0.00
Post Tax Adjustment	\$0.00
Less Deductible	\$1,000.00
Less Percent Negligent 0%	\$0.00
Less Retention Amount	<u>\$0.00</u>
Net Settlement Amount	\$2,145.80
Towing Charges	\$0.00
Storage Charges	\$0.00

(Ex. E, Settlement Explanation.)

45.

The Settlement Explanation shows that GEICO Indemnity paid the sales tax on the total loss vehicle, but did not pay State and Local Regulatory Fees, such as title and license plate transfer fees.

46.

GEICO Indemnity thus failed to pay Plaintiff the full ACV on his claim. Plaintiff has been damaged in the minimum amount of \$82.60 (\$75.25 in minimum title transfer fees, and minimum \$7.35 in license plate transfer fees) by GEICO Indemnity's failure to pay these replacement costs.

47.

Upon information and belief, GEICO Indemnity has failed to pay title fees and license plate transfer fees to hundreds of thousands of first-party total loss claimants around the country (including tens of thousands of Florida first-party total loss claimants), even though these fees are required by contract and applicable state law.

V. JURISDICTIONAL AMOUNT IS MET

48.

The amount in controversy in this lawsuit relating to Geico Indemnity's failure to pay title fees and license plate transfer fees is over \$5 million for the Florida Class alone, and substantially over \$5 million for the much larger Nationwide Class.

A. The Florida Class Amount in Controversy Exceeds \$5 Million.

49.

Over 100,000 GEICO Indemnity Florida PPA insureds were paid on first-party total loss physical damages claims during the period five (5) years before the filing of this lawsuit and the present, but were not paid title fees and license plate transfer fees.

50.

In 2015, GEICO Indemnity wrote approximately \$967 million in PPA premium in the state of Florida. (*See* FOIR 2016 Annual Report.) Of that amount, approximately \$719 million (74.36%) was paid out on PPA claims. (*See* National Association of Insurance Commissioners (“NAIC”) PPA Market Share Reporting, 2015). Of the approximate \$719 million in paid claims, approximately \$334 million (46.5%) was paid for physical damage. (*See* Insurance Information Institute, Facts & Statistics, PPA Ins. Losses, 2006-2015 (hereafter “III Facts & Statistics”) (www.iii.org/fact-statistic/facts-statistics-

auto-insurance) (last visited 10/5/17).^{3, 4}

51.

The average loss paid on a physical damage claim is approximately \$2,828.

*Id.*⁵ Based on this average loss per claim, GEICO Indemnity had approximately

³ The III Facts & Statistics identify PPA insurance losses per 100 car years on based on claim frequency and severity of loss (amount paid for claim) for liability (bodily injury and property damage), and physical damage (collision and comprehensive). According to III Facts & Statistics, 46.5% of all PPA losses are attributable to physical damage (as opposed to bodily injury and property damage liability). III Facts & Statistics show that 2015 liability losses nationwide per 100 car years are \$28,520.73, which is the sum of bodily injury losses (\$15,491.84) and property damage losses (\$13,028.89). III Facts & Statistics also show that historical physical damage losses per 100 car years are \$24,829.33, which is the sum of historical collision losses (\$20,267.50) and comprehensive losses (\$4,561.83). Historical losses per 100 car years total \$53,350.06, which is the sum of liability losses (\$28,520.73) and physical damage losses (\$24,824.33). Physical damage losses are 46.5% (nationwide) of all claims ($\$24,829.33 / \$53,350.06 = .465$). Note: a car year is equal to 365 days of insured coverage for one vehicle.

⁴ The Insurance Information Institute has been cited and relied on by numerous federal courts for insurance statistics. *Calderon v. GEICO Gen. Ins. Co.*, 809 F.3d 111, 117 n3 (4th Cir. 2015), *cert. denied*, 137 S. Ct. 53 (2016); *Thompson v. State Farm Fire and Cas. Co.*, 5:14-CV-32 (MTT), 2016 WL 2930958, at *1 n2 (M.D. Ga. May 19, 2016); *Caliber One Indem. Co. v. Wade Cook Fin. Corp.*, 491 F.3d 1079, 1086 (9th Cir. 2007). GEICO cited Insurance Information Institute as a provider of reliable statistics in briefing to the Fourth Circuit in *Calderon*. See *Calderon, et al. v. GEICO et al.*, Nos. 13-2096, 13-2149, US Court of Appeals for the Fourth Circuit (Doc. 21).

⁵ See III Facts & Statistics. For 2015, III Facts & Statistics shows historical collision losses per 100 car years is \$20,267.50, based on an average claim frequency per 100 car years of 6.05 and an average loss of \$3,350 ($\$3,350 * 6.05 = \$20,267.50$). The historical comprehensive loss per 100 car years is \$4,561.83 based on an average claim frequency per 100 car years of 2.73 and an average loss of \$1,671 ($\$1,671 * 2.73 = \$4,561.83$). Total collision and comprehensive losses per 100 car years are thus 24,829.33 ($20,267.50 + 4,561.83$). To find the average claim loss, one divides the total loss (24,829.33) by the total claims ($6.05 + 2.73$): $\$24,829.33 / (6.05 + 2.73) = \$2,827.94$.

118,105 physical damage claims in 2015.⁶ Total loss claims are approximately 18% of all physical damage claims. (See CCC Information Services, Inc., “What’s Driving Total Loss Frequency?” (www.cccis.com/whats-driving-total-loss-frequency/) (last visited 10/5/17) (18% estimated based on total loss percentage of all vehicle ages from Q4 2014 to Q3 2015, see chart titled *% of Claims Flagged Total Loss by Vehicle Age*).⁷ GEICO Indemnity therefore had approximately 21,259 total loss claims in 2015.⁸ GEICO Indemnity underpaid each claimant a minimum of \$82.60 per claim. The underpayment (damages) for the Florida Class therefore was approximately \$1.76 million in 2015 alone.⁹

52.

Plaintiff calculates the approximate damages for the Florida Class for years other than 2015 by extrapolating from the 2015 premium written and the \$1.76 million damage amount. Assuming the same ratio of premium written and

⁶ \$334 million (total paid for physical damage claims) / \$2,828 (average physical damage claim amount) = 118,105 (total physical damage claims).

⁷ CCC Information Services is one of the largest PPA total loss physical damage valuation providers. CCC Information Services provides total loss valuation software and services for GEICO and other insurers, such as USAA. CCC claims to have “the most claims data in the industry.” See www.cccis.com/about-ccc/ (last visited 10/05/17).

⁸ 118,105 * 18% = 21,259.

⁹ 21,259 * \$82.60 = \$1,755,993.40.

claimed underpayment of title fees and license plate transfer fees, the following table shows the damages for the Florida Class for the 5-year limitations period.

Year	PPA Premium Written ¹⁰	Number of Total Loss Claims	Total Loss Claim Underpayment for Failure to Pay Fees (damages) ¹¹
2017	\$1,259,000,000	20,610	\$1.70 million (through 9/30/17)
2016	\$1,103,000,000	24,249	\$2.00 million
2015	\$967,000,000	21,259	\$1.76 million
2014	\$812,000,000	17,851	\$1.47 million
2013	\$743,000,000	16,334	\$1.35 million
2012	\$664,000,000	3,649	\$.301 million (starting 10/1/12)
Total	\$5,548,000,000	103,954	\$ 8.58 million

53.

Total damages in controversy for the approximately 103,954 total loss claims over the 5-year period are thus approximately \$8.58 million.

¹⁰ The 2016 and 2017 premium is estimated by extending Geico Indemnity's premium compound growth from 2013-2015 (14.08%) through to 2017. Written premium amounts (rounded) for each year 2012-2015 are from the FOIR Annual Reports, 2013-2016.

¹¹ For the year 2017, number of total loss claims and damages are only calculated through the first three quarters of the year. For 2012, total loss claims and damages are calculated only for the last quarter of the year due to the statute of limitations.

54.

The above damages do not include the value of injunctive relief, which should be considered when determining the amount in controversy. *See Morrison v. Allstate Indem. Co.*, 228 F.3d 1255, 1268 (11th Cir. 2000). Just two years of injunctive and declaratory relief would have a value of over \$4 million (\$2 million x 2= \$4 million).

55.

The \$8.58 million in estimated damages and \$4 million in injunctive relief do not include attorneys' fees. The Eleventh Circuit has suggested a "benchmark" for attorneys' fees awards in class actions that ranges from 20% to 30% of the class recovery. *See Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1294 (11th Cir. 1999). Attorneys' fees potentially recoverable under fee-shifting statutes are included in determining the amount in controversy for purposes of federal jurisdiction. *Morrison*, 228 F.3d at 1265 (explaining that attorneys' fees under Fla. Stat. 627.428 are includable in amount in controversy because "[w]hen a statute authorizes the recovery of attorney's fees, a reasonable amount of those fees is included in the amount in controversy. Adding a conservative 20% in attorneys' fees, the amount in controversy is \$10.73 million (not including injunctive relief), and \$15.73 million (including the value of two

years of injunctive relief in the fee calculation). The above calculations do not include pre-judgment interest, which increases the amount in controversy.

B. Nationwide Class Amount in Controversy Exceeds \$5 Million.

56.

GEICO affiliated insurers, including GEICO Indemnity, together have the second largest PPA market share in the United States, with over \$25 billion in PPA premiums written. (*See* NAIC, Market Share, 2016.)¹²

57.

Upon information and belief, GEICO Indemnity writes insurance for PPA physical damage in all of the fifty (50) states, and GEICO Indemnity insures in the fifty states more than three times the number of PPA that it insures in Florida.

58.

The Nationwide Class therefore is substantially larger than the Florida Class, with amounts in controversy substantially exceeding the \$5 million jurisdiction threshold.

¹² Located at http://www.naic.org/documents/web_market_share_170301_2016_property_lob.pdf?1507219079935 (last visited 10/05/17)

VI. CLASS ACTION ALLEGATIONS

A. The Nationwide Class.

59.

Pursuant to Fed. R. Civ. P. 23, Plaintiff asserts claims for breach of contract, declaratory judgment, and injunctive relief on behalf of a nationwide class, as defined as follows:

All United States residents insured for PPA physical damage by GEICO Indemnity who suffered a first-party total loss of a covered vehicle at any time during the applicable period of limitations prior to the filing of this lawsuit, whose claims were adjusted by the Defendant as a total loss claim, whose claims resulted in payment by the Defendant of a covered claim, and who were not paid title fees and/or license plate transfer fees.

60.

Excluded from the Nationwide Class are officers and employees of GEICO, GEICO Indemnity, and all of their affiliates, parents, and subsidiaries; all persons who make a timely election to be excluded from the Class; government entities; and the judges to whom this case is assigned and their immediate family and court staff.

61.

The Nationwide Class meets the criteria for certification under Fed. R. Civ. P. 23(a), (b)(1), (b)(2), (b)(3), and (c)(4).

Fed. R. Civ. P. 23(a).

62.

Numerosity. The members of the Class are so numerous that separate joinder of each member is impracticable. Fed. R. Civ. P. 23(a)(1). GEICO Indemnity has adjusted and made coverage payments on 80,000 total loss claims in Florida, and, upon information and belief, over 500,000 total loss claims nationwide during the applicable periods of limitation. Upon information and belief there are over 100,000 members of the Nationwide Class.

63.

The members of the Nationwide Class are easily ascertainable and readily identifiable from information and records in Defendant's possession, control, or custody. Upon information and belief, GEICO Indemnity maintains records of all total loss claims made by its insureds and paid by GEICO Indemnity. These records include a Total Loss Settlement Explanation that itemizes what categories of costs were and were not paid as part of ACV. These categories include taxes, title fees, and license plate transfer fees.

64.

Commonality. Common questions of law and fact exist and predominate over any question affecting only individual Class Members. Fed. R. Civ. P. 23(a)(2). Because the central issues in this case turn on the interpretation of policy form A-30 – an insurance contract that is common to all Class Members and Defendant – this case is especially well-suited to class adjudication. Defendant and all members of the Class are bound by the same material terms of policy form A-30, and the central issues in the case all involve interpretation of the same material and controlling terms. The common questions include:

- a. Whether title fees are mandatory fees applicable to purchasing a vehicle;
- b. Whether license plate transfer fees are mandatory fees applicable to purchasing a vehicle;
- c. Whether “replacement cost for an auto” includes title fees;
- d. Whether “replacement cost for an auto” includes license plate transfer fees;
- e. Whether Defendant is required under the policy form A-30 to pay title fees to first-party total loss claimants;

- f. Whether Defendant is required under the policy form A-30 to pay license plate transfer fees to first-party total loss claimants;
- g. Whether Defendant breached its contractual duties under the policy form A-30 to pay title fees to first-party total loss claimants; and
- h. Whether Defendant breached its contractual duties under the policy form A-30 to pay license plate transfer fees to first-party total loss claimants.

65.

Typicality. Plaintiff's claims and defenses are typical of the claims of the Class. Fed. R. Civ. P. 23(a)(3). Plaintiff and Class Members were injured through GEICO Indemnity's uniform misconduct and their legal claims arise from the same core GEICO Indemnity practices, namely, the failure to pay full ACV, including title fees and/or license plate transfer fees, for first-party total loss claims under PPA physical damage policies issued under Form A-30. Plaintiff's claims are based upon the same legal theories as those of the Class Members. Plaintiff suffered the same harm as all the other Class Members: the cost of title fees and/or license plate transfer fees that Defendant failed to pay its insureds.

66.

At its core, this is a breach of contract claim involving identical issues on identical (in all relevant respects) contracts across the Class. There are no material differences among the state laws governing breach of contract pertaining to the simple contract interpretation issue presented here. Defendant's breach of contract can be proven with common proof.

67.

This Circuit has recognized that in such circumstances the definition of "breach" does not differ from state to state:

Judge Marcus once held, "Whether [a] contract[] . . . has been breached is a pure and simple question of contract interpretation which should not vary from state to state." *Indianer v. Franklin Life Ins. Co.*, 113 F.R.D. 395, 607 (S.D. Fla. 1986), *overruled in part on other grounds by Ericsson GE Mobile Communs., Inc. v. Motorola Communs. & Elecs., Inc.*, 120 F.3d 216, 219 n. 12 (11th Cir. 1997); *accord Leszczynski v. Allianz Ins.*, 176 F.R.D. 659, 672 (S.D. Fla. 1997); *see also Kleiner v. First Nat'l Bank of Atlanta*, 97 F.R.D. 683, 694 (N.D. Ga. 1983) ("The application of various state laws would not be a bar where, as here, the general policies underlying common law rules of contract interpretation tend to be uniform."). Based on "genius, general knowledge and previous information," [citation omitted], we are inclined to agree. ***A breach is a breach is a breach, whether you are on the sunny shores of California or enjoying a sweet autumn breeze in New Jersey. See Black's Law Dictionary 200 (8th ed. 2004) (defining "breach of contract" as "[v]iolation of a contractual obligation by failing to perform one's own promise").***

Klay v. Humana, Inc. 382 F.3d 1241, 1262 (11th Cir. 2004) (emphasis added), *abrogated on other grounds by Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639 (2008).

68.

Adequacy. Plaintiff is an adequate representative of the proposed class because his interests do not conflict with the interests of the Class Members he seeks to represent, and Plaintiff will fairly and adequately protect the interests of the Class. Fed. R. Civ. P. 23(a)(4). Plaintiff's counsel are experienced in litigating consumer class actions and complex disputes, and have specific experience successfully litigating similar disputes as class counsel. Plaintiff's counsel do not have any conflict with the interests of the class.

69.

Superiority. A class action is superior to all other available methods of fairly and efficiently adjudicating this dispute. The injury sustained by each Class Member, while meaningful on an individual basis, is not of such magnitude that it is economically feasible to prosecute individual actions against GEICO Indemnity. Even if it were economically feasible, requiring hundreds of thousands of injured plaintiffs to file individual suits would impose an undue burden on the court system and almost certainly lead to inconsistent judgments.

By contrast, class treatment will present far fewer management difficulties and provide the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

Fed. R. Civ. P. 23(b)(1).

70.

Plaintiff's claims are maintainable on behalf of the Class pursuant to Federal Rule of Civil Procedure 23(b)(1) because the prosecution of separate claims or defenses by or against individual Class Members would create a risk of: (A) inconsistent or varying adjudications with respect to individual Class Members that would establish incompatible standards of conduct for the party opposing the Class; and (B) adjudications with respect to individual Class Members that, as a practical matter, would be dispositive of the interests of other Class Members who are not parties to the adjudications, or would substantially impair or impede their ability to protect their interests.

71.

The relevant policy provisions for each Class Member are the same. The relevant law relating to the interpretation and application of those policy provisions for each Class Member is the same. There is the potential for inconsistent or varying adjudications concerning individual Class Members

because, without a single adjudication as to the application of relevant law to the relevant policy provisions, different courts may reach different conclusions relating to the same legal and factual issues.

72.

Allowing the issues to be adjudicated in a piecemeal fashion likely would result in certain Class Members who are not parties to individual adjudications having their rights impaired or impeded without notice or adequate representation.

Fed. R. Civ. P. 23(b)(2).

73.

Plaintiff's claims also are maintainable on behalf of the Class pursuant to Federal Rule of Civil Procedure 23(b)(2) because Defendant has acted, and refused to act, on grounds that apply generally to all the Class Members, thereby making final injunctive relief and declaratory relief appropriate with respect to the Class as a whole. On information and belief, Defendant's practice of failing to pay full ACV, including title fees and license plate transfer fees, for first-party total loss claims under PPA physical damage policies issued under Form A-30 applies generally to all Class Members and is ongoing. Declaratory judgment regarding this practice, and injunctive relief to stop this practice, is appropriate.

Fed. R. Civ. P. 23(b)(3).

74.

There are questions of law and fact common to the Nationwide Class that under Fed. R. Civ P. 23(b)(3) predominate over any questions solely affecting individual members of the Nationwide Class, including but not limited to those common questions of law and fact identified in paragraph 64(a-h). A class action is superior to other available methods for fairly and efficiently adjudicating the controversy for the reasons identified in paragraph 69.

Fed. R. Civ. P. 23(c)(4).

75.

Particular issues under Rule 23(c)(4) are appropriate for certification because such claims present only particular, common issues, the resolution of which would advance the disposition of this matter and the parties' interests therein. Such particular issues include, but are not limited to, the same issues identified in paragraph 64(a-h).

B. The Florida Subclass.

76.

Pursuant to Fed. R. Civ. P. 23, Plaintiff asserts claims for breach of contract, declaratory judgment, and injunctive relief on behalf of a Florida Class, as defined as follows:

All Florida residents insured for PPA physical damage by GEICO Indemnity who suffered a first-party total loss of a covered vehicle at any time during the five (5) years prior to the filing of this lawsuit, whose claims were adjusted by a Defendant as a total loss claim, whose claims resulted in payment by a Defendant of a covered claim, and who were not paid title fees and/or license plate transfer fees.

77.

Excluded from the Florida Class are all officers and employees of GEICO, GEICO Indemnity, and all of their affiliates, parents, and subsidiaries; all persons who make a timely election to be excluded from the Class; government entities; and the judges to whom this case is assigned and their immediate family and court staff.

78.

The Florida Class meets the criteria for certification under Fed. R. Civ. P. 23(a), (b)(1), (b)(2), (b)(3), and (c)(4).

Fed. R. Civ. P. 23(a).

79.

Numerosity. The members of the Florida Class are so numerous that separate joinder of each member is impracticable. Fed. R. Civ. P. 23(a)(1). GEICO Indemnity is the fifth largest PPA insurer in the state of Florida, collecting over \$967 million in premiums in 2015. There were approximately 16,800 total loss claims in Florida in 2015 alone. On information and belief, there are over 50,000 members of the Florida Class.

80.

The members of the Florida Class are easily ascertainable and readily identifiable from information and records in Defendant's possession, control, or custody. Upon information and belief, GEICO Indemnity maintains records of all total loss claims made by its insureds and paid by GEICO Indemnity. These records include a Total Loss Settlement Explanation that itemizes what categories of costs were and were not paid as part of ACV. These categories include taxes, title fees, and license plate transfer fees.

81.

Commonality. Common questions of law and fact exist and predominate over any question affecting only individual Florida Class Members. Fed. R. Civ.

P. 23(a)(2). Because the central issues in this case turn on the interpretation of policy form A-30FL – an insurance contract that is common to all Florida Class Members and Defendant – this case is especially well-suited to class adjudication. Defendant and all members of the Florida Class are bound by the same material terms of policy form A-30FL, and the central issues in the case all involve interpretation of the same material and controlling terms. The common questions include:

- a. Whether title fees are mandatory fees applicable to purchasing a vehicle;
- b. Whether license plate transfer fees are mandatory fees applicable to purchasing a vehicle;
- c. Whether “replacement cost for an auto” includes title fees;
- d. Whether “replacement cost for an auto” includes license plate transfer fees;
- e. Whether Defendant is required under the policy form A-30-FL to pay title fees to first-party total loss claimants;
- f. Whether Defendant is required under the policy form A-30-FL to pay license plate transfer fees to first-party total loss claimants;

g. Whether Defendant breached its contractual duties under the policy form A-30-FL to pay title fees to first-party total loss claimants; and

h. Whether Defendant breached its contractual duties under the policy form A-30-FL to pay license plate transfer fees to first-party total loss claimants.

82.

Typicality. Plaintiff's claims and defenses are typical of the claims of the Florida Class. Fed. R. Civ. P. 23(a)(3). Plaintiff and Florida Class Members were injured through GEICO Indemnity's uniform misconduct and their legal claims arise from the same core GEICO Indemnity practices, namely, the failure to pay full ACV, including title fees and license plate transfer fees, for first-party total loss claims under PPA physical damage policies issued under Form A-30FL. Plaintiff's claims are based upon the same legal theories as those of the Florida Class Members. The Plaintiff suffered the same harm as all the other Florida Class Members: the cost of title fees and license plate transfer fees that Defendant failed to pay its insureds.

83.

Adequacy. Plaintiff is an adequate representative of the proposed class because his interests do not conflict with the interests of the Florida Class

Members he seeks to represent, and Plaintiff will fairly and adequately protect the interests of the Florida Class. Fed. R. Civ. P. 23(a)(4). Plaintiff's counsel are experienced in litigating consumer class actions and complex disputes, and have specific experience successfully litigating similar disputes as class counsel. Plaintiff's counsel do not have any conflict with the interests of the class.

84.

Superiority. A class action is superior to all other available methods of fairly and efficiently adjudicating this dispute. The injury sustained by each Florida Class Member, while meaningful on an individual basis, is not of such magnitude that it is economically feasible to prosecute individual actions against GEICO Indemnity. Even if it were economically feasible, requiring hundreds of thousands of injured plaintiffs to file individual suits would impose an undue burden on the court system and almost certainly lead to inconsistent judgments. By contrast, class treatment will present far fewer management difficulties and provide the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

Fed. R. Civ. P. 23(b)(1).

85.

Plaintiff's claims are maintainable on behalf of the Florida Class pursuant

to Federal Rule of Civil Procedure 23(b)(1) because the prosecution of separate claims or defenses by or against individual Florida Class Members would create a risk of: (A) inconsistent or varying adjudications with respect to individual Florida Class Members that would establish incompatible standards of conduct for the party opposing the Class; and (B) adjudications with respect to individual Florida Class Members that, as a practical matter, would be dispositive of the interests of other Florida Class Members who are not parties to the adjudications, or would substantially impair or impede their ability to protect their interests.

86.

The relevant policy provisions for each Florida Class Member are the same. The relevant law relating to the interpretation and application of those policy provisions for each Florida Class Member is the same. There is the potential for inconsistent or varying adjudications concerning individual Florida Class Members, without a single adjudication as to the application of relevant law to the relevant policy provisions, different courts may reach different conclusions relating to the same legal and factual issues.

87.

Allowing the issues to be adjudicated in a piecemeal fashion likely would result in certain Florida Class Members who are not parties to individual

adjudications having their rights impaired or impeded without notice or adequate representation.

Fed. R. Civ. P. 23(b)(2).

88.

Plaintiff's claims also are maintainable on behalf of the Florida Class pursuant to Federal Rule of Civil Procedure 23(b)(2) because Defendant has acted, and refused to act, on grounds that apply generally to all the Florida Class Members, thereby making final injunctive relief and declaratory judgment appropriate with respect to the Florida Class as a whole. Defendant has created and implemented a uniform claims handling practice based on policy language that is applicable to all Florida Class Members. Defendant's practice of failing to pay full ACV, including title fees and license plate transfer fees, for first-party total loss claims under PPA physical damage policies issued under Form A-30 applies generally to all Florida Class Members and is ongoing. Declaratory judgment regarding this practice, and injunctive relief to stop this practice, is appropriate.

Fed. R. Civ. P. 23(b)(3).

89.

There are questions of law and fact common to the Florida Class that under

Fed. R. Civ P. 23(b)(3) predominate over any questions solely affecting individual members of the Florida Class, including but not limited to those common questions of law and fact identified in paragraph 81(a-h). A class action is superior to other available methods for fairly and efficiently adjudicating the controversy for the reasons identified in paragraph 84.

Fed. R. Civ. P. 23(c)(4).

90.

Particular issues under Rule 23(c)(4) are appropriate for certification because such claims present only particular, common issues, the resolution of which would advance the disposition of this matter and the parties' interests therein. Such particular issues include, but are not limited to, the same issues identified in paragraph 81(a-h).

VII. COUNTS

**Count 1 – Breach of Contract
(on behalf of the Nationwide Class and the Florida Class)**

91.

Plaintiff incorporates by reference all allegations of all prior paragraphs as though fully set forth herein.

92.

This Count is brought by Plaintiff on behalf of the Nationwide Class and

the Florida Class.

93.

Plaintiff was a party to an insurance contract with Defendant.

94.

Each Nationwide Class Member and each Florida Class Member was a party to PPA insurance contract with Defendant under Policy Form A-30 (in Florida, policy form A-30FL (03-11)), or a policy form with material terms identical to Policy Form A-30.

95.

The material provisions of Policy Form A-30, as outlined above, are identical for Plaintiff and all Nationwide and Florida Class Members.

96.

The interpretation of all such insurance contracts is governed by common law.

97.

Plaintiff and each Nationwide and Florida Class Member made a claim determined by Defendant to be a first-party total loss under their insurance contract, and determined by Defendant to be a covered claim.

98.

Defendant, by paying on the total loss claim, determined that each Plaintiff and each Nationwide and Florida Class Member complied with the terms of their insurance contracts and fulfilled all of their duties that the insurance contracts imposed for them to be paid on their total loss.

99.

Plaintiff and each Nationwide and Florida Class Member's insurance contract required Defendant to pay full ACV, including title fees and license plate transfer fees.

100.

Upon information and belief, Defendant refused to pay Plaintiff's and each Nationwide and Florida Class Member's full ACV, including title fees and license plate transfer fees, and in so doing Defendant breached its insurance contracts with Plaintiff and each Nationwide and Florida Class Member.

101.

Plaintiff and the Nationwide and Florida Class Members have suffered monetary damage because Defendant has refused to pay and willfully withheld

the full amount of ACV, including title fees and license plate transfer fees, as described above.

**Count 2 – Declaratory Judgment and Injunctive Relief
(on behalf of the Nationwide Class and the Florida Class)**

102.

Plaintiff incorporates by reference all allegations of all prior paragraphs as though fully set forth herein.

103.

This Count is brought by Plaintiff individually and on behalf of the Nationwide and Florida Classes.

104.

Upon information and belief, Defendant has a practice and policy of breaching its insurance contracts with Plaintiff and Nationwide and Florida Class Members relating to the payment of full ACV, including title fees and license plate transfer fees, on PPA physical damage insurance policies issued under Form

A-30 (including Florida's form policy A-30FL (03-11)) for first-party total loss claims.

105.

Plaintiff and the Nationwide and Florida Class Members have been harmed by Defendant's refusal to pay full ACV, including title fees and license plate transfer fees, under their insurance contracts.

106.

Defendant has acted and refused to act relating to payment of the ACV, including title fees and license plate transfer fees, on grounds that apply generally to the Nationwide and Florida Classes, so that final injunctive relief or corresponding declaratory relief is appropriate with respect to the Classes as a whole.

107.

Plaintiff and the Nationwide and Florida Class Members are entitled to declaratory judgment that Form A-30 (including Florida's policy form A-30FL (03-11)) requires Defendant to pay the full ACV, including title fees and license plate transfer fees.

108.

There is a bona fide, actual, present, and practical need for the declaration sought because Defendant's illegal conduct has harmed Plaintiff and Nationwide and Florida Class Members, and will continue to harm other insureds who in the future will not receive full ACV, including title fees and license plate transfer fees, as required by their insurance contracts.

109.

The requested declaration deals with a present, ascertained, and ascertainable state of facts and a present controversy relating to Defendant's practices of refusing to pay ACV, including title fees and license plate transfer fees, on PPA physical damage policies for total loss vehicles.

110.

The rights of Plaintiff, Nationwide and Florida Class Members, and other insureds (who will suffer future total losses or whose total loss claims are presently being adjusted) depend on the law applicable to the facts of this case.

111.

Defendant has an adverse interest in the subject matter of this lawsuit in fact and law.

112.

All interested entities are before the Court by proper process and class representation and the relief sought is not merely giving legal advice by the courts or the answer to questions propounded from curiosity.

**Count 3 –Attorneys’ Fees
(on behalf of the Florida Class)**

113.

Plaintiff incorporates by reference all allegations of all prior paragraphs as though fully set forth herein.

114.

Upon the rendition of a judgment or decree by this Court against Defendant and in favor of Plaintiff and/or Florida Class Members, applicable law (including Fla. Stat. Ann. § 627.428) requires that this Court shall adjudge or decree against Defendant and in favor of Plaintiff and/or Florida Class Members a reasonable

sum as fees or compensation for their attorneys prosecuting the suit in which the recovery is had.¹³

115.

Such compensation or fees of the attorneys shall be included in the judgment or decree rendered in the case. *See, e.g.*, FSA § 627.428(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Nationwide and Florida Classes, prays for relief and judgment as follows:

- A. For an order certifying this action as a class action on behalf of the Nationwide and Florida Classes described above;
- B. For restitution of all amounts wrongfully taken and/or withheld from Plaintiff and Nationwide and Florida Class Members;
- C. For injunctive relief to prevent continuation of this illegal practice by Defendant, and for other injunctive relief as is proven appropriate in this matter;
- D. For damages according to proof;

¹³ *See e.g., All Underwriters v. Weisberg*, 222 F.3d 1309, 1315 (11th Cir. 2000), *cert. denied*, 531 U.S. 1061 (2000) (holding that FSA § 627.428 is substantive law for purposes of *Erie* and awarding attorneys' fees pursuant to that provision).

E. For a declaration that Defendant is required under policies issued pursuant to Policy Form A-30 (including Florida policy form A-30FL (03-11)) to pay ACV, including title fees and license plate transfer fees, without precondition that the insured purchase a replacement vehicle and pay sales tax on the replacement vehicle;

F. For an award of attorneys' fees as appropriate pursuant to applicable law (including FSA § 627.428);

G. For costs of suit herein incurred;

H. For both pre- and post-judgment interest on any amounts awarded;

and

I. For such other and further relief as the Court may deem proper.

Dated this 5th day of October, 2017.



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Counsel for Plaintiff

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Anthony Lorenti, on behalf of himself and all others similarly situated

DEFENDANTS

GEICO Indemnity Company

(b) County of Residence of First Listed Plaintiff St. Johns

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Tracy L. Markham, Avolio & Hanlon, 2800 N. 5th Street, Suite 302, St. Augustine, FL 32084 (904 794-7005)

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 312 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:
Breach of insurance contract class action for failure to pay title and license plate fees

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Paul G. Byron DOCKET NUMBER 6:17-cv-00891-PGB-KRS

DATE October 5, 2017

SIGNATURE OF ATTORNEY OF RECORD
Tracy L. Markham

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

EXHIBIT A

GEICO
ONE GEICO PLAZA
Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

**Florida
Family
Automobile
Insurance
Policy**

•

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Whenever "he," "his," "him," or "himself" appears in this policy, you may read "she," "her," "hers," or "herself."

AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with *you*, the policyholder. Relying on the information you have furnished and the declarations attached to this policy and if you pay *your* premium when due, we will do the following:

SECTION I - LIABILITY COVERAGES

Bodily Injury Liability And Property Damage Liability Your Protection Against Claims From Others

DEFINITIONS

The words bolded and italicized in Section I of this policy are defined below.

1. ***Auto business*** means the business of selling, repairing, servicing, storing, transporting or parking of autos.
2. ***Bodily injury*** means bodily injury to a person, caused by accident, including resulting sickness, disease or death. All claims for damages arising from bodily injury to a person from a single loss shall be considered one bodily injury.
3. ***Farm auto*** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
4. ***Insured*** means a person or organization described under **PERSONS INSURED**.
5. ***Non-owned auto*** means a ***private passenger, farm or utility auto or trailer*** not owned by, furnished or available for regular use of either *you* or *your relative*, other than a ***temporary substitute auto***. An auto rented or leased for more than 30 days will be considered as furnished or available for regular use.
6. ***Owned auto*** means:
 - (a) A vehicle described in this policy for which a premium charge is shown for these coverages;
 - (b) ***A trailer*** owned by *you*;
 - (c) ***A private passenger, farm or utility auto***, ownership of which *you* acquire during the policy period or for which *you* enter into a lease during the policy period for a term of six months or more, if
 - (i) It replaces an ***owned auto*** as defined in (a) above; or
 - (ii) We insure all ***private passenger, farm and utility autos*** owned by *you* on the date of the acquisition, and *you* ask us to add it to the policy no more than 30 days later;
 - (d) ***A temporary substitute auto***.
7. ***Private passenger auto*** means a four-wheel private passenger, station wagon or jeep-type auto, including a ***farm or utility auto*** as defined.
8. ***Relative*** means a person related to *you* by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as *you*.
9. ***Temporary substitute auto*** means a ***private passenger, farm or utility auto or trailer***, not owned by *you* or *your relative*, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the ***owned auto or trailer*** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction. This vehicle will no longer qualify as a ***temporary substitute auto***:
 - (a) Five (5) days after the ***owned auto*** is deemed by us to be a total loss, and
 - (b) We pay the applicable limit of liability under Section III.
10. ***Trailer*** means a vehicle designed to be towed by a ***private passenger auto***. If the vehicle is being used for business or commercial purposes, it is a trailer only while used with a ***private passenger, farm or utility auto***. ***Trailer*** also means a farm wagon or farm implement used with a ***farm auto***.
11. ***Utility auto*** means a vehicle, other than a ***farm auto***, with gross vehicle weight of 15,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
12. ***War*** means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution.
13. ***You and your*** means the named insured shown in the declarations or his or her spouse if a resident of the same household.

LOSSES WE WILL PAY FOR YOU

Under Section I, we will pay damages which an ***insured*** becomes legally obligated to pay because of:

1. ***Bodily injury***, sustained by a person, and

2. Damage to or destruction of property, arising out of the ownership, maintenance or use of the **owned auto** or a **non-owned auto**.

We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit. We have no duty to investigate or defend any claims which are not covered under the terms of this policy. Our duty to defend ends when the limits of liability for bodily injury liability have been exhausted by payments of judgments or settlements.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
 - (a) Before the judgment, where owed by law, and until we pay, offer to pay, or deposit in court the amount due under this coverage;
 - (b) After the judgment, and until we pay, offer to pay, or deposit in court, the amount due under this coverage.
3. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of our liability.
4. We will upon request by an **insured**, provide reimbursement for the following items:
 - (a) Costs incurred by any **insured** for first aid to others at the time of an accident involving an **owned auto** or **non-owned auto**.
 - (b) Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.
 - (c) All reasonable costs incurred by an **insured** at our request.
 - (d) Premiums for bail bonds paid by an **insured** due to traffic law violations arising out of the use of an **owned auto**, not to exceed \$250 per bail bond.

EXCLUSIONS

Section I Does Not Apply:

1. To any **bodily injury** to any **insured** or **relative** of an **insured's** family residing in the **insured's** household. This exclusion does not apply if the **insured** or **relative** of the **insured** is injured as a passenger in a motor vehicle insured under this policy while that vehicle is being driven by a person who is not a **relative**, nor **you**.
2. To any vehicle used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
3. To liability coverage for any person who intentionally causes **bodily injury** or property damage.
4. To **bodily injury** or property damage that is insured under a nuclear liability policy. This exclusion applies even if the limits of that policy are exhausted.
5. To **bodily injury** or property damage arising from the operation of farm machinery.
6. To **bodily injury** to an employee of an **insured** arising out of and in the course of employment by an **insured**. However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workmen's compensation law.
7. To **bodily injury** to a fellow employee of an **insured** (other than **you**) injured in the course of his employment if the **bodily injury** arises from the use of an auto in the business of his employer, and if benefits are payable under a workmen's compensation policy.
8. To an **owned auto** while used by a person (other than **you** or a **relative** or **your** or **your relative's** partner, agent or employee) when he is employed or otherwise engaged in the **auto business**.
9. To a **non-owned auto** while maintained or used by a person while he is employed or otherwise engaged in any **auto business**.
However, coverage does apply to a **non-owned private passenger auto** used by **you**, **your** chauffeur or a domestic servant, while engaged in the business of an **insured**.
10. To damage:
 - (a) To property owned, or transported by an **insured**; or
 - (b) To property rented to or in charge of an **insured**. This exclusion does not apply to a residence or private garage.
11. To an auto acquired by **you** during the policy term, if **you** have purchased other liability insurance for it.
12. To:
 - (a) The United States of America or any of its agencies;
 - (b) Any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.
13. To any liability assumed under any contract or agreement.
14. To **bodily injury** or property damage caused by the **insured** in participation and/or preparation for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

15. To punitive or exemplary damages, regardless of any other provision of this policy.

PERSONS INSURED

Who Is Covered

Section I applies to the following as *insureds* with regard to an *owned auto*:

1. *You*;
2. Any other person using the auto with *your* permission to the extent of that permission;
3. Any other person or organization for his or its liability because of acts or omissions of an *insured* under 1. or 2. above.

Section I applies to the following as *insureds* with regard to a *non-owned auto*:

1. *You* and *your relatives* when driving the *non-owned auto*. Such use must be with the permission, or reasonably believed to be with the permission, of the owner and to the extent of that permission.
2. A person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an *insured* under 1. above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of *insureds* involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of compliance with the Florida financial responsibility law for the future, this liability insurance will comply with the provisions of that law.

OUT OF STATE COVERAGE

When the policy applies to the operation of a motor vehicle outside of *your* state, we agree to increase *your* coverages to the extent required of out-of-state motorists by local law. We will not provide Bodily Injury Liability Coverage under this provision if that coverage is not purchased and shown in the policy declarations. This additional coverage will be reduced to the extent that *you* are protected by another insurance policy. No person can be paid more than once for any item of loss.

LIMITS OF LIABILITY

Regardless of the number of autos or *trailers* to which this policy applies:

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of *bodily injury* sustained by two or more persons as the result of any one occurrence.
3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of damage to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.
4. If this policy covers two or more autos, the **LIMITS OF LIABILITY** apply separately to each. An auto and attached *trailer* are considered to be one auto.

OTHER INSURANCE

Any insurance we provide for losses arising out of the ownership, maintenance or use of a vehicle *you* do not own shall be excess over any other valid and collectible insurance.

If the *insured* has other applicable insurance against a loss covered by Section I of this policy, we will not owe more than our pro-rata share of the total coverage available.

CONDITIONS

The following conditions apply to Section I:

1. NOTICE

As soon as possible after an occurrence, written notice must be given us or our authorized agent stating:

- (a) The identity of the *insured*;
- (b) The time, place and details of the occurrence;
- (c) The names and addresses of the injured, and of any witnesses; and
- (d) The names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an *insured*, he must promptly send us each demand, notice, summons or other process received.

2. ASSISTANCE AND COOPERATION OF THE *INSURED*

The *insured* will cooperate and assist us, if requested:

- (a) In the investigation of the occurrence;
- (b) In making settlements;
- (c) In the conduct of suits;
- (d) In enforcing any right of contribution or indemnity against any legally responsible person or organization because of **bodily injury** or property damage;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

Only at his own cost will the **insured** make a payment, assume any obligation or incur any cost other than for first aid to others.

3. ACTION AGAINST US

No suit will lie against us:

- (a) Unless the **insured** has fully complied with all the policy's terms and conditions, and
- (b) Until the amount of the **insured's** obligation to pay has been finally determined, either:
 - (i) By a final judgment against the **insured** after actual trial; or
 - (ii) By written agreement of the **insured**, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the **insured**, has a right under this policy to make us a defendant in an action to determine the **insured's** liability.

Bankruptcy or insolvency of the **insured** or of his estate will not relieve us of our obligations.

4. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

When a person has been paid damages by us under this policy and also recovers from another, that person shall:

- (a) Hold in trust for us the amount recovered; and
- (b) Reimburse us to the extent of our payment.

SECTION II: PART I - PERSONAL INJURY PROTECTION AND PART IV-AUTOMOBILE MEDICAL PAYMENTS

(Automobile Medical Payments Coverage applies only if a premium amount is shown in the Policy Declarations for "Medical Payments" coverage)

PART I - PERSONAL INJURY PROTECTION

DEFINITIONS

The definitions of the terms **insured** and **you** under Section I apply to Section II also.

- 1. **Bodily injury** means bodily injury, sickness, or disease to a person, caused by accident, including resulting sickness, disease or death resulting therefrom. All claims for damages arising from **bodily injury** to a person from a single loss shall be considered one **bodily injury**.
- 2. **Insured motor vehicle** means a **motor vehicle**:
 - (a) Of which **you** are the **owner**, and
 - (b) With respect to which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and
 - (c) For which a premium is charged, or which is a trailer, other than a mobile home, designed for use with a **motor vehicle**.
- 3. (a) **Medical expenses** means reasonable expenses for **medically necessary** medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services for prosthetic devices and for necessary remedial treatment and services recognized and permitted under the laws of the state for an injured person. Reimbursement for **medical expenses** shall be limited to and shall not exceed 80% of the schedule of maximum charges as set forth in Florida Statute § 627.736(5) (a) 2.
 - (b) However, the medical benefits shall provide reimbursement only for such services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under Florida Statutes Title 32, chapter 458 or chapter 459, a dentist licensed under Florida Statutes Title 32, chapter 466, or a chiropractic physician licensed under Florida Statutes, Title 32, chapter 460 or that are provided by any of the following persons or entities:
 - 1. A hospital or ambulatory surgical center licensed under Florida Statutes, Title 29, chapter 395.
 - 2. A person or entity licensed under Florida Statutes, Title 29, chapters 401.2101-401.45 that provides emergency transportation and treatment.

3. An entity wholly owned by one or more physicians licensed under Florida Statutes, Title 32, chapter 458 or chapter 459, chiropractic physicians licensed under Florida Statutes, Title 32, chapter 460, or dentists licensed under Florida Statutes, Title 32, chapter 466 or by such practitioner or practitioners and the spouse, parent, child, or sibling of that practitioner or those practitioners.
4. An entity wholly owned, directly or indirectly, by a hospital or hospitals.
5. A health care clinic licensed under Florida Statutes Title 29, chapters 400.990-400.995 that is:
 - a. Accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc.; or
 - b. A health care clinic that:
 - (I) Has a medical director licensed under chapter Florida Statutes Title 32, chapter 458, chapter 459, or chapter 460;
 - (II) Has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
 - (III) Provides at least four of the following medical specialties:
 - (A) General medicine.
 - (B) Radiography.
 - (C) Orthopedic medicine.
 - (D) Physical medicine.
 - (E) Physical therapy.
 - (F) Physical rehabilitation.
 - (G) Prescribing or dispensing outpatient prescription medication.
 - (H) Laboratory services.
4. **Medically necessary** refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a manner that is:
 - (a) In accordance with generally accepted standards of medical practice;
 - (b) Clinically appropriate in terms of type, frequency, extent, site, and duration; and
 - (c) Not primarily for the convenience of the patient, physician, or other health care provider.
5. **Motor vehicle** means any self-propelled vehicle of four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semi-trailer designed for use with such vehicle.

A **motor vehicle** does not include:

 - (a) Any **motor vehicle** which is used in mass transit other than public school transportation and designed to transport more than five passengers exclusive of the operator of the **motor vehicle** and which is owned by a municipality, a transit authority, or a political subdivision of the state; or
 - (b) A mobile home.
6. **Occupying** means in or upon or entering into or alighting from;
7. **Owner** means a person or organization who holds the legal title to a **motor vehicle**, and also includes:
 - (a) A debtor having the right to possession, in the event a **motor vehicle** is the subject of a security agreement, and
 - (b) A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more, and
 - (c) A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance;
8. **Pedestrian** means a person while not an occupant of any self-propelled vehicle;
9. **Relative** means a person related to **you** by blood, marriage or adoption (including a ward or foster child) who is usually a resident of the same household as **you**;
10. **Replacement services expenses** means with respect to the period of disability of the injured person all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his household;
11. **Work loss** means with respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person.

PAYMENTS WE WILL MAKE

The Company will pay in accordance with the Florida Motor Vehicle No Fault Law (as enacted, amended, or newly enacted), and where applicable in accordance with all fee schedules contained in the Florida Motor Vehicle No Fault Law, to or for the benefit of the injured person:

- (a) 80% of **medical expenses** which are **medically necessary**, pursuant to the following schedule of maximum

charges contained in the Florida Statute § 627.736(5) (a) 2:

1. For emergency transport and treatment by providers licensed under Florida Statutes, Title 29, chapter 401, 200 percent of Medicare.
 2. For emergency services and care provided by a hospital licensed under Florida Statutes, Title 29, chapter 395, 75 percent of the hospital's usual and customary charges.
 3. For emergency services and care as defined by Florida Statutes Title 29, chapter 395.002(9) provided in a facility licensed under chapter 395 rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
 4. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
 5. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
 6. For all other medical services, supplies, and care, 200 percent of the allowable amount under the participating physicians schedule of Medicare Part B. However, if such services, supplies, or care is not reimbursable under Medicare Part B, we may limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under Florida Statutes Title 31, chapter 440.13 and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation is not required to be reimbursed by us.
- (b) 60% of *work loss*; and
(c) *Replacement services expenses*; and
(d) Death benefits.

The above benefits will be provided for injuries incurred as a result of *bodily injury*, caused by an accident arising out of the ownership, maintenance or use of a *motor vehicle* and sustained by:

- (1) *You* or any *relative* while *occupying* a *motor vehicle* or, while a *pedestrian* through being struck by a *motor vehicle*; or
- (2) Any other person while *occupying* the *insured motor vehicle* or, while a *pedestrian*, through being struck by the *insured motor vehicle*.

EXCLUSIONS

Section II - Part I does not apply:

1. To *you* or any *relative* injured while *occupying* any *motor vehicle* owned by *you* and which is not an *insured motor vehicle* under this insurance;
2. To any person while operating the *insured motor vehicle* without *your* express or implied consent;
3. To any person, if such person's conduct contributed to his *bodily injury* under any of the following circumstances:
 - (i) Causing *bodily injury* to himself intentionally;
 - (ii) While committing a felony;
4. To *you* or any dependent *relative* for *work loss* if an entry in the schedule or declarations indicates such coverage does not apply;
5. To any *pedestrian*, other than *you* or any *relative*, not a legal resident of the State of Florida;
6. To any person, other than *you*, if such person is the *owner* of a *motor vehicle* with respect to which security is required under the Florida Motor Vehicle No-Fault law, as amended;
7. To any person, other than *you* or any *relative*, who is entitled to personal injury protection benefits from the *owner* or *owners* of a *motor vehicle* which is not an *insured motor vehicle* under this insurance or from the *owner's* insurer; or
8. To any person who sustains *bodily injury* while *occupying* a *motor vehicle* located for use as a residence or premises.

LIMIT OF LIABILITY; APPLICATION OF DEDUCTIBLE; OTHER INSURANCE

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law, as amended, from all sources combined, including this policy, for all loss and expense incurred by or on behalf of any one person who sustains *bodily injury* as the result of any one accident shall be \$10,000; provided that payment for death benefits included in the foregoing shall be equal to the lesser of \$5,000 or the remainder of unused personal injury protection benefits per individual.

After the deductible is met, each *insured* is eligible to receive up to \$10,000 in total benefits described. The amount of any deductible stated in the declarations shall be deducted from all expenses or losses as described in FL Stat. § 627.736 with respect to all *medical expenses*, *replacement services expenses* and *work loss* incurred by or on behalf of each person to whom the deductible applies and who sustains *bodily injury* as the result of any one accident. Such deductible will not apply to the death benefit.

Any amount available for payment under this insurance shall be reduced by the amount of benefits an injured person has recovered for the same elements of loss under the workmen's compensation laws of any state or the federal government. If benefits have been received under the Florida Motor Vehicle No-Fault Law, as amended, from any insurer for the same items of loss and expense for which benefits are available under this policy, we shall not be liable to make duplicate payments to or for the benefit of the injured person, but the insurer paying such benefits shall be entitled to recover from us its equitable pro rata share of the benefits paid and expenses incurred in processing the claim.

POLICY PERIOD - TERRITORY

The insurance under this Section applies only to accidents which occur during the policy period:

- (a) In the State of Florida;
- (b) As respects *you* or a *relative*, while *occupying* the *insured motor vehicle* outside the State of Florida but within the United States of America, its territories or possessions or Canada; and
- (c) As respects *pedestrians* injured when struck by the *insured motor vehicle* in the State of Florida, if they are not the *owner* of a *motor vehicle* for which coverage is required to be maintained under the Florida No-Fault Law.

CONDITIONS

1. NOTICE

In the event of an accident, written notice of the loss must be given to us or any of our authorized agents as soon as practicable. If any injured person or his legal representatives shall institute legal action to recover damages for *bodily injury* against a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such injured person or his legal representative.

2. ACTION AGAINST THE COMPANY

No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all terms of this insurance, and in accordance with, and subject to the terms, conditions, and exclusions of, the Florida Motor Vehicle No-Fault Law, as amended.

3. PROOF OF CLAIM; MEDICAL REPORTS AND EXAMINATIONS; PAYMENT OF CLAIM WITHHELD

As soon as practicable the person making the claim shall give to us written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist us in determining the amount due and payable. Such person shall submit to mental or physical examinations in accordance with the Florida Motor Vehicle No Fault Law (as enacted, amended, or newly enacted), at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, we will not be liable for subsequent personal injury protection benefits.

Whenever a person making a claim is charged with committing a felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

If requested by us an *insured*, or any other person or organization making a claim or seeking payment, must submit to examination under oath (EUO) by any person named by us when, where and as often as we may reasonably require.

This provision includes providing a copy of any documents, forms, records or material requested to be provided as part of the EUO request whether the request is made before, during or after the EUO. If requested by us an *insured*, or any other person or organization making a claim or seeking payment, if the person unreasonably refuses to submit to an EUO, we will not be liable for personal injury protection benefits.

4. REIMBURSEMENT AND SUBROGATION

In the event of payment to or for the benefits of any injured person under this insurance:

- (a) The Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- (b) The Company providing personal injury protection benefits on a private passenger motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the *owner* or insurer of the *owner* of a commercial motor vehicle, as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while *occupying*, or while a *pedestrian* through being struck by, such commercial motor vehicle.

5. SPECIAL PROVISION FOR RENTED OR LEASED VEHICLES

Notwithstanding any provision of this coverage to the contrary, if a person is injured while *occupying*, or through being struck by, a *motor vehicle* rented or leased under a rental or lease agreement, within the state of Florida, which does not specify otherwise in at least 10 point type on the face of such agreement, the personal injury protection coverage afforded under the lessor's policy shall be primary. Personal injury protection coverage offered under this policy will not apply to a vehicle rented, operated, used, or leased outside the state of Florida.

PART II - MODIFICATION OF POLICY COVERAGES

Any Automobile Medical Payments insurance, any Uninsured Motorists coverage or any excess Underinsured Motorists coverage afforded by the policy shall be excess over any Personal Injury Protection benefits paid or available for payment or which would be available but for the application of a deductible.

Regardless of whether the full amount of Personal Injury Protection benefits have been exhausted, any Medical Payments insurance afforded by this policy shall pay the portion of any claim for Personal Injury Protection *medical expenses* which are otherwise covered but not available for payment due to the limitation of 80% of *medical expenses* contained in Part I but shall not be payable for the amount of the deductible selected.

PART III - PROVISIONAL PREMIUM

It is agreed that in the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law, as amended, providing for the exemption of persons from tort liability, the premium stated in the declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the named insured pursuant to the Florida Motor Vehicle No-Fault Law, as amended, with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium stated in the declarations, the insured shall pay to the Company the excess as well as the amount of any return premium previously credited or refunded.

PART IV - AUTOMOBILE MEDICAL PAYMENTS COVERAGE

(Automobile Medical Payments coverage applies only if a premium amount is shown in the Policy Declarations for "Medical Payments" coverage)

DEFINITIONS

The definitions of the terms *insured* and *you* under Section I apply to Section II - Part IV also. The definitions under Section II - Part I also apply to Section II - Part IV.

Usual and customary medical charges as used in this Part means charges that are otherwise covered under Section II, Part I of the policy.

Medically necessary as used in this Part means all services which would be covered under Section II, Part I of the policy.

PAYMENTS WE WILL MAKE

Under Automobile Medical Payments coverage, the Company will pay the *usual and customary charges for bodily injury*, caused by an accident arising out of the ownership, maintenance or use of a *motor vehicle* and sustained by:

- (1) *You* or any *relative* while *occupying* a *motor vehicle* or, while a *pedestrian* through being struck by a *motor vehicle*; or
- (2) Any other occupants of the *insured motor vehicle* injured in an accident that occurs outside the state of Florida, but within the United States of America, its territories or possessions, or Canada.

In addition, we will pay, subject to the coverage limit:

- (a) The portion of any claim for Personal Injury Protection medical expense benefits otherwise covered but not payable due to the coinsurance provision of the Personal Injury Protection provision. This is the 20% of *medical expenses* not covered in Part I - Payments We Will Make, item (a);
- (b) *Usual and customary charges* incurred for *medically necessary* services that exceed the Personal Injury Protection medical expense coverage paid and when Personal Injury Protection coverage is exhausted; and
- (c) *Usual and customary charges* incurred by *you* or any *relative* for *medically necessary* services that result from injuries received while *occupying* a *motor vehicle* or as a *pedestrian* in an accident that occurs outside the state of Florida, but within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

Automobile Medical Payments coverage does not apply:

1. To *you* or any *relative* injured while *occupying* any *motor vehicle* owned by *you* or a *relative* and which is not an *insured motor vehicle* under this insurance;
2. To any person while operating the *insured motor vehicle* without *your* express or implied consent;
3. To any person, if such person's conduct contributed to his *bodily injury* under any of the following circumstances:
 - (i) Causing *bodily injury* to himself intentionally;
 - (ii) While committing a felony;
4. To any *pedestrian*, other than *you* or any *relative*; or
5. To any person, other than *you*, if such person is the *owner* of a *motor vehicle* with respect to which security is required under the Florida Motor Vehicle No-Fault Law, as amended;
6. To any person, other than *you* or a *relative*, who is entitled to personal injury protection benefits from the *owner* or

- owners of a motor vehicle* which is not an *insured motor vehicle* under this insurance or from the *owner's* insurer;
7. To any person who sustains *bodily injury* while *occupying a motor vehicle* located for use as a residence or premises;
 8. To *bodily injury* sustained by *you* or a *relative* that results from war of any kind;
 9. To *bodily injury* sustained by *you* or a *relative* that results from exposure to fungi;
 10. To *bodily injury* sustained by *you* or a *relative* that results from:
 - (i) Nuclear reaction;
 - (ii) Radiation or radioactive contamination from any source;
 - (iii) The intentional or accidental detonation of, or release of radiation from any nuclear or radioactive device;
 11. To *bodily injury* sustained by *you* or a *relative* while *occupying a motor vehicle*, or while a *pedestrian* through being struck by a *motor vehicle* while being employed or engaged in the business of selling, leasing, repairing, parking, storing, servicing, delivering or testing vehicles. However, this exclusion does not apply to *you* or a *relative*, or an agent or employee of *you* or a *relative*, when using the *insured motor vehicle*.
 12. To *bodily injury* sustained by *you* or a *relative* caused by the *insured* in participation and/or preparation for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of Automobile Medical Payments benefits available from all sources combined, including this policy, for all loss and expense incurred by or on behalf of any one person who sustains *bodily injury* as the result of any one accident is the amount listed in the declarations page.

OTHER INSURANCE

Any amount available for payment under this insurance shall be reduced by the amount of benefits an injured person has recovered for the same elements of loss under the workmen's compensation or other similar laws of any state or the federal government.

If benefits have been received under any similar coverage from any insurer for the same items of loss and expense for which benefits are available under this policy, we shall not be liable to make duplicate payments to or for the benefit of the injured person, but the insurer paying such benefits shall be entitled to recover from us its equitable pro rata share of the benefits paid and expenses incurred in processing the claim. This coverage will coordinate with any applicable Personal Injury Protection benefits but will not duplicate any benefits available for payment. The coverage of the occupied vehicle is primary.

Any Uninsured Motorist Coverage or any excess Underinsured Motorist Coverage afforded by this policy shall be excess over any Automobile Medical Payments benefits paid or available for payment or which would be available but for the application of a deductible; and subject to the terms and conditions of the Uninsured/Underinsured Motorist coverage.

POLICY PERIOD - TERRITORY

The insurance under this Part applies only to accidents which occur during the policy period:

- (a) In the State of Florida; and
- (b) We will cover *you* or any *relative* for injuries incurred while *occupying a motor vehicle* or as a *pedestrian* in an accident that occurs outside the state of Florida, but within the United States of America, its territories or possessions, or Canada. This coverage is excess over any other valid and collectible insurance provided with respect to the occupied *motor vehicle*.

CONDITIONS

1. NOTICE

In the event of an accident, written notice of the loss must be given to us or any of our authorized agents as soon as practicable. If any injured person or his legal representatives shall institute legal action to recover damages for *bodily injury* against a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such injured person or his legal representative.

2. PROOF OF CLAIM; MEDICAL REPORTS AND EXAMINATIONS; PAYMENT OF CLAIM WITHHELD

As soon as practicable the person making the claim shall give to us written proof of claim, under oath if required, which may include full particulars of the nature and extent of the *bodily injury* and treatment received and contemplated, and such other information as may assist us in determining the amount due and payable. Such person shall submit to mental or physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, we will not be liable for subsequent Automobile Medical Payment benefits.

Whenever a person making a claim is charged with committing a felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

We also have the right to determine if incurred charges and treatment are reasonable, **medically necessary** and causally related to a **bodily injury** sustained in an accident. This determination may be made by use of utilization review, peer reviews, medical bill reviews or medical examination. We will also have the right to determine if incurred charges are **usual and customary charges** and if treatment is **medically necessary**.

If requested by us an **insured**, or any other person or organization making a claim or seeking payment, must submit to examination under oath (EUO) by any person named by us when, where and as often as we may reasonably require.

This provision includes providing a copy of any documents, forms, records or material requested to be provided as part of the EUO request whether the request is made before, during or after the EUO. If requested by us an **insured**, or any other person or organization making a claim or seeking payment, if the person unreasonably refuses to submit to an EUO, we will not be liable for medical payments benefits.

3. ACTION AGAINST THE COMPANY

No action shall lie against us:

- (a) Unless the insured has fully complied with all the policy's terms and conditions; and
- (b) Until 30 days after the required notice of accident and reasonable proof of claim has been filed with us; and
- (c) Unless we receive written notice of the intent to initiate litigation and within 30 days after receipt of such notice we do not:
 - (i) Pay the claim; or
 - (ii) Mail to the person filing the notice a written statement of our agreement to pay for such treatment in accordance with the notice.

Payment or our written statement of agreement to pay for treatment shall be treated as being made on the date a draft, or other valid instrument that is equivalent payment, or the written statement of agreement to pay, is placed in the United States mail properly addressed posted envelope or if not so posted, on the date of delivery.

The written notice of intent to initiate litigation must state that it is a demand letter for Automobile Medical Payments coverage and contain the following information:

- (a) The name of the insured for whom benefits are being sought including a copy of the assignment giving rights to the claimant if the claimant is not the insured;
- (b) The claim number and or policy number upon which the claim was originally submitted; and
- (c) To the extent applicable, the name of the medical provider who rendered the treatment, services, accommodations or supplies that form the basis of the claim, and each exact amount, the date of treatment, service or accommodation and the type of benefits claimed to be due. A health insurance claim form (CMS-1500) or UB 92 form or any other standard form approved by the Department of Financial Services, may be used as the itemized statement.

The written notice must be delivered to us by United States Certified or Registered mail, Return Receipt Requested, at the address we have filed with and that is made available by the office of the Florida Chief Financial Officer on its internet website.

4. SUBROGATION

In the event of payment to or for the benefits of any injured person under this insurance the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

When an injured person has been paid by us and also recovers from another, the amount recovered will be held by the injured person in trust for us and reimbursed to us to the extent of our payment. If we are not reimbursed, we may pursue recovery of that amount directly against the injured person.

SECTION III - PHYSICAL DAMAGE COVERAGES

Your Protection For Loss Or Damage To Your Car

DEFINITIONS

The definitions of the terms **auto business**, **farm auto**, **non-owned auto**, **private passenger auto**, **relative**, **temporary substitute auto**, **utility auto**, **you**, **your**, and **war** under Section I apply to Section III also. Under this Section, the following special definitions apply:

1. **Actual cash value** is the replacement cost of the auto or property less **depreciation** or **betterment**.
2. **Betterment** is improvement of the auto or property to a value greater than its pre-loss condition.
3. **Collision** means **loss** caused by upset of the covered auto or its collision with another object, including an attached vehicle.
4. **Comprehensive** means **loss** caused other than by **collision** and includes the following causes:
 - (a) Missiles;
 - (b) Falling objects;
 - (c) Fire;

- (d) Lightning;
 - (e) Theft;
 - (f) Larceny;
 - (g) Explosion;
 - (h) Earthquake;
 - (i) Windstorm;
 - (j) Hail;
 - (k) Water;
 - (l) Flood;
 - (m) Malicious mischief;
 - (n) Vandalism;
 - (o) Riot;
 - (p) Civil commotion; or
 - (q) Colliding with a bird or animal.
5. **Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:
- (a) Are permanently installed or attached; or
 - (b) Alter the appearance or performance of a vehicle.
- This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.
6. **Depreciation** means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness, or other causes.:
7. **Insured** means:
- (a) Regarding the **owned auto**:
 - (i) **You** and **your relatives**;
 - (ii) A person or organization maintaining, using or having custody of the auto with **your** permission, if his use is within the extent of that permission.
 - (b) Regarding a **non-owned auto**, **you** and **your relatives**, when driving the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the extent of that permission.
8. **Loss** means direct and accidental loss of or damage to:
- (a) An **owned or non-owned auto**, including its equipment; or
 - (b) Other property insured under this section.
9. **Owned auto** means:
- (a) Any vehicle described in this policy for which a specific premium charge indicates there is physical damage coverage;
 - (b) A **private passenger, farm or utility auto** or a **trailer**, ownership of which **you** acquire during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more, if
 - (i) It replaces an **owned auto** as described in (a) above, or
 - (ii) We insure all **private passenger, farm, and utility autos** owned by **you** on the date of the acquisition and **you** ask us to add it to the policy no more than 30 days later;
 - (c) A **temporary substitute auto**.
10. **Trailer** means a trailer designed to be towed by a **private passenger auto** and not used as a home, residence, office, store, display or passenger trailer. Trailer does not mean a trailer with built-in sleeping facilities designed for recreational or camping use.

LOSSES WE WILL PAY

Comprehensive (Excluding Collision)

1. We will pay for each **loss**, less the applicable deductible, caused other than by **collision** to the **owned or non-owned auto**. This includes glass breakage.
No deductible will apply to **loss** to windshield glass.
At the option of the **insured**, breakage of glass caused by **collision** may be paid under the Collision coverage, if included in the policy.
2. We will pay, up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to:
 - (a) Fire;
 - (b) Lightning;

- (c) Flood;
- (d) Falling objects;
- (e) Earthquake;
- (f) Explosion; or
- (g) Theft of the entire automobile.

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

Collision

1. We will pay for **collision loss** to the **owned auto** for the amount of each **loss** less the applicable deductible and to the **non-owned auto** for the amount of each **loss** less the applicable deductible when driven by **you** or a **relative**.
2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.
3. **Losses** involving one **owned auto**, arising out of a single occurrence shall be subject to no more than one deductible.
4. If more than one **owned auto** or **non-owned auto** is involved in a **collision loss**, any deductible will apply separately to each **owned auto** or **non-owned auto**.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the **loss**.
Reimbursement will not exceed \$30.00 per day nor \$900.00 per **loss**.
2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.

EXCLUSIONS

Section III Does Not Apply:

1. To an auto used to carry passengers or goods for hire is not covered. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. To **loss** due to **war**.
3. To **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.
4. To **loss** caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
5. To road damage to tires.
6. To **loss** due to radioactivity.
7. To **loss** to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound.
8. To **loss** to any radar detector.
9. To any vehicle or **trailer** when used for business or commercial purposes other than a **farm auto**.
10. To **loss** for **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
11. To any liability assumed under any contract or agreement.
12. To any **loss** resulting from:
 - (a) The acquisition of a stolen vehicle;
 - (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle; or
 - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities.
 - (d) The sale of an **owned auto**.
13. To the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you**, a **relative** or a permissive user of the vehicle in illegal activity.
14. To any **loss** caused by the **insured** in participation and/or preparation for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

LIMIT OF LIABILITY

The limit of our liability for **loss**:

1. Is the **actual cash value** of the property at the time of the **loss**;
2. Will not exceed the prevailing competitive price to repair or replace the property at the time of **loss**, or any of its

parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution of value that is claimed to result from the **loss**. Although **you** have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price which is the price we can secure from a competent and conveniently located repair facility. At **your** request, we will identify a repair facility that will perform the repairs or replacement at the prevailing competitive price;

3. To personal effects arising out of one occurrence is \$200;
4. To a **trailer** not owned by **you** is \$500;
5. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

Actual cash value or **betterment** of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

6. If this policy covers two or more autos or **trailers** any deductibles will apply separately to each.

OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro rata share of the total coverage available. Any insurance we provide for a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply only to the Physical Damage coverages:

1. NOTICE

As soon as possible after a **loss**, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) A description of the auto or **trailer**;
- (c) The time, place and details of the **loss**; and
- (d) The names and addresses of any witnesses.

In case of theft, the **insured** must promptly notify the police.

2. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the **loss**;
- (b) In making settlements;
- (c) In the conduct of suits;
- (d) In enforcing any right of subrogation against any legally responsible person or organization;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

3. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of **loss** is filed and the amount of **loss** is determined.

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

4. **INSURED'S** DUTIES IN EVENT OF LOSS

In the event of **loss** the **insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 91 days after **loss**, his sworn proof of **loss** including all information we may reasonably require.
- (c) At our request, the **insured** will exhibit the damaged property and submit to examination under oath.

5. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of **loss** is filed, request an appraisal of the **loss**. Both parties must agree to the appraisal at the time of dispute. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire.

The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

6. PAYMENT OF LOSS

We may at our option:

- (a) Pay for the *loss*; or
- (b) Repair or replace the damaged or stolen property.

At any time before the *loss* is paid or the property replaced, we may return any stolen property to *you* or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for *loss* either with the *insured* or the owner of the property.

7. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the *loss* of the auto.

8. SUBROGATION

When payment is made under this policy, we will be subrogated to all the *insured's* rights of recovery, to the extent of our payment against others. The *insured* will help us to enforce these rights. The *insured* will do nothing after *loss* to prejudice these rights.

This means we will have the right to sue for or otherwise recover the *loss* from anyone else who may be held responsible.

9. ASSIGNMENT

With respect to Section III, Physical Damage Coverages, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of a nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

SECTION IV - UNINSURED MOTORIST COVERAGE

Protection For You And Your Passengers For Injuries Caused By Uninsured And Hit-And-Run Motorist

UNLESS AMENDED WITH THE STACKED OR NON-STACKED UNINSURED/UNDERINSURED AMENDMENT, YOU ELECTED NOT TO PURCHASE CERTAIN VALUABLE COVERAGE, WHICH WOULD HAVE PROTECTED YOU AND YOUR FAMILY WHEN INVOLVED, IN A COVERED LOSS WITH AN UNINSURED/ UNDERINSURED MOTORIST.

THIS POLICY DOES NOT PROVIDE UNINSURED/UNDERINSURED MOTORISTS BENEFITS.

Uninsured/underinsured motorist benefits are designed to provide protection when *you* or *your* family are involved in an accident with an uninsured/underinsured motorist .

SECTION V- GENERAL CONDITIONS

These conditions Apply To all coverages In This Policy

1. TERRITORY - POLICY PERIOD

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories and possessions, or Canada and while an *owned auto* is being transported between ports thereof.

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and *your* acceptance prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at *your* address stated in the declarations.

2. PREMIUM

When *you* dispose of, acquire ownership of, or replace a *private passenger, farm* or *utility auto*, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, *your* policy will automatically include the broader coverage when effective in *your* state.

The premium for each auto is based on the information we have in *your* file. *You* agree:

- (a) That we may adjust *your* policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed.
- (b) That *you* will cooperate with us in determining if this information is correct and complete.
- (c) That *you* will notify us of any changes in this information.

Any calculation or recalculation of *your* premium or changes in *your* coverage will be based on the rules, rates and forms on file, if required, for our use in *your* state.

4. ASSIGNMENT

Assignment of interest under this policy will not bind us without our consent.

If **you** die, this policy will cover:

- (a) **Your** surviving spouse;
- (b) The executor or administrator of **your** estate, but only while acting within the scope of his duties;
- (c) Any person having proper temporary custody of the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate; and
- (d) Under the Medical Payments coverage, a person who was a **relative** at the time of **your** death, if a premium is shown on the Policy Declarations for Medical Payments.

5. CANCELLATION BY THE *INSURED*

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective.

However, **you** may not cancel during the first two months immediately following **your** policy's effective date except:

- (a) Upon total destruction of all of the **owned autos**;
- (b) Upon transfer of ownership of all of the **owned autos**;
- (c) If **you** obtained a replacement policy covering an **owned auto** elsewhere; or
- (d) When we notify **you** that the premium charged must be increased to comply with our rate filings or the applicable laws of Florida, **you** have the following options:
 1. Upon receipt of **your** bill **you** may pay the difference in premium and keep the policy as it stands with the corrected premium; or
 2. **You** may cancel this policy within 10 days from the receipt of our notice and receive a refund of any unearned premium; or
 3. **Your** failure to respond timely or pay the additional premium charged will result in the cancellation of **your** policy when all paid premiums are exhausted.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed on a pro-rated basis according to our manuals.

6. CANCELLATION BY US

We may cancel this policy by mailing to **you**, at the address shown in this policy, written notice stating when the cancellation will be effective. This notice will be mailed by United States Post Office certificate of mailing.

We will mail this notice:

- (a) 10 days in advance if the proposed cancellation is for nonpayment of premium or any of its installments when due;
- (b) 45 days in advance in all other cases.

The mailing or delivery of the above notice will be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed on a pro-rated basis according to our manuals.

Payment or tender of unearned premium is not a condition of cancellation.

7. CANCELLATION BY US IS LIMITED

After this policy has been in effect for 60 days or, if the policy is a renewal, effective immediately, we will not cancel unless:

- (a) **You** do not pay the premiums for this policy or any installment when due to us or our agent; or
- (b) Any **insured** has had his driver's license or motor vehicle registration under suspension or revocation; either:
 - (i) During the current policy period; or
 - (ii) During the preceding 180 days if this is a new policy; or
- (c) There has been fraud or material misrepresentation under the policy in **your** application or in making a claim.

We will not cancel a new policy during the first 60 days immediately following the effective date of the policy for nonpayment of premium unless the reason for the cancellation is the issuance of a payment for the premium that is dishonored for any reason. If the initial payment on the policy is dishonored, we will not declare the policy void without providing **you** with notice of **your** right to cure the nonpayment as required by Florida law.

Nothing in this section will require us to renew this policy.

8. RENEWAL

We agree that we shall provide **you** at least 30 days written notice of renewal of **your** policy.

We will only non-renew this policy if:

- (a) One or more of the reasons listed in Condition 7 (above), CANCELLATION BY US IS LIMITED, exists; or
- (b) **You** refuse to provide us with renewal classification and rating information as we may require; or
- (c) We are otherwise permitted to do so by the State of Florida.

If **you**:

- (1) do not pay the premium as required to renew this policy; or
- (2) have informed us or our agent that **you** wish the policy cancelled or not renewed; or
- (3) do not accept our offer to renew.

it will be construed to mean that **you** have refused our renewal offer and the policy will expire without notice.

If this policy has been in effect for five years or more we will not refuse to renew solely because an **insured** was involved in a single traffic accident.

9. NON-RENEWAL

We agree that we will not refuse to renew or continue this policy unless a written notice of **our** refusal to renew or continue is mailed to **you**, at the address shown in the policy, at least 45 days prior to the expiration notice. This notice will be mailed by United States Post Office certificate of mailing. The mailing or delivery of this notice will be sufficient proof of notice.

10. MEDIATION OF CLAIMS

In the event of a claim for **bodily injury** amounting to \$10,000 or less, or any property damage claim, either party may demand mediation of the claim, provided that suit has not yet been filed. Only one mediation may be demanded for each claim, unless both parties agree to more than one mediation. Mediation is not binding on either party.

A request for mediation shall be filed with the Department of Financial Services on a form approved by the Department. The request for mediation shall state the reason for the request and the issues in dispute which are to be mediated. The Department of Financial Services will appoint the mediator to conduct the mediation. Each party may once reject the mediator selected by the Department, either originally or after the opposing side has exercised its option to reject a mediator. Each party participating in the mediation must have the authority to make a binding decision. All parties must mediate in good faith.

The cost of the mediation, as set by the Department of Financial Services, is shared equally by the parties. Costs incurred by a party in preparing for or attending the mediation are paid by the party incurring that cost.

11. OTHER INSURANCE

If other insurance is obtained on **your owned auto**, any similar insurance afforded under this policy for that auto will terminate on the effective date of the other insurance.

12. ACTION AGAINST US

Persons other than the **insured** covered by this policy, may not name us as a defendant prior to first obtaining a judgment against an **insured**.

13. DIVIDEND PROVISION

You are entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

14. DECLARATIONS

By accepting this policy, **you** agree that:

- (a) The statements in **your** application and in the declarations are **your** agreements and representations;
- (b) This policy is issued in reliance upon the truth of these representations; and
- (c) This policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

15. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

1. At the time application is made; or
2. At any time during the policy period; or
3. In connection with the presentation or settlement of a claim.

16. EXAMINATION UNDER OATH (EUO)

The **insured**, or any other person or organization seeking coverage under this policy must submit to examination under oath by any person named by us when, where and as often as we may reasonably require. This provision includes providing a copy of any documents, forms, records, or materials requested to be provided as part of the EUO request whether the request is made before, during or after the EUO.

17. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the statutes of Florida are amended to conform to those statutes.

18. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Florida.

SECTION VI- AMENDMENTS AND ENDORSEMENTS

1. SPECIAL ENDORSEMENT UNITED STATES GOVERNMENT EMPLOYEES

- A.** Under the Property Damage coverage of Section I, we provide coverage to United States Government employees, civilian or military, using
1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
 2. Rented motor vehicle used for United States Government business,
- when such use is with the permission of the United States Government. Subject to the limits describe in paragraph **B.** below, we will pay sums **you** are legally obligated to pay for damage to these vehicles.
- B.** The following limits apply to this coverage:
1. A \$100 deductible applies to each occurrence.
 2. For vehicles described in A.1. above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) Two months basic pay of the **insured**; or
 - (d) The limit of Property Damage liability coverage stated in the declarations.
 3. For vehicles described in A.2. above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of it parts with other of like kind and quality; or
 - (c) The limit of Property Damage liability coverage stated in the declarations.

This insurance is excess over other valid and collectible insurance.



W. C. E. Robinson
Secretary



O. M. Nicely
President

EXHIBIT B

GEICO

ONE GEICO PLAZA

Washington, D. C. 20076-0001

Telephone: 1-800-841-3000

**Colorado
Family
Automobile
Insurance
Policy**

Government Employees Insurance Company

GEICO Casualty Company

GEICO General Insurance Company

GEICO Indemnity Company

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Whenever, "he," "his," "him," "himself" appears in this policy, you may read "she," "her," "hers," or "herself."

AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with you, the policyholder. Relying on the information you have furnished and the declarations attached to this policy and if you pay your premium when due, we will do the following:

SECTION I

Liability Coverages Your Protection Against Claims From Others Bodily Injury Liability Property Damage Liability

DEFINITIONS

The words italicized in Section I of this policy are defined below.

1. **Auto business** means the business of selling, repairing, servicing, storing, transporting or parking of autos.
2. **Bodily injury** means bodily injury to a person, including resulting sickness, disease or death.
3. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
4. **Insured** means a person or organization described under PERSONS INSURED.
5. **Non-owned auto** means an automobile or **trailer** not owned by or furnished for the regular use of either **you** or a **relative**, other than a **temporary substitute auto**. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
6. **Owned auto** means:
 - (a) A vehicle described in this policy for which a premium charge is shown for these coverages;
 - (b) A **trailer** owned by **you**;
 - (c) A **private passenger, farm or utility auto**, ownership of which **you** acquire during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more, if
 - (i) It replaces an **owned auto** as defined in (a) above; or
 - (ii) We insure all **private passenger, farm and utility autos** owned or leased by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later;
 - (d) A **temporary substitute auto**.
7. **Private passenger auto** means a four-wheel private passenger, station wagon or jeep-type auto.
8. **Relative** means a person related to **you** who resides in **your** household.
9. **Temporary substitute auto** means an automobile or **trailer**, not owned by **you**, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the **owned auto or trailer** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
10. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm or utility auto**.
11. **Utility auto** means a vehicle, other than a **farm auto**, with a gross vehicle weight of 15,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
12. **War** means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution.
13. **You and your** means the policyholder named in the declarations or his or her spouse if a resident of the same household.

LOSSES WE WILL PAY FOR YOU

UNDER SECTION I

Under Section I, we will pay damages which an **insured** becomes legally obligated to pay because of:

1. **Bodily injury**, sustained by a person, and;
2. Damage to or destruction of property, arising out of the ownership, maintenance or use of the **owned auto** or a **non-owned auto**. We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered law suit.

3. All interest calculated on that part of a judgment that is within our limit of liability and accruing:
 - (a) Before the judgment, and until we pay, offer to pay, or deposit in court, the amount due under this coverage;
 - (b) After the judgment, and until we pay, offer to pay, or deposit in court, the amount due under this coverage.
4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of our liability.
5. Premiums for bail bonds paid by an **insured** due to traffic law violations arising out of the use of an **owned** or **non-owned auto**, not to exceed \$250 per bail bond.
6. We will upon request by an **insured**, provide reimbursement for the following items:
 - (a) Costs incurred by any **insured** for first aid to others at the time of an accident involving an **owned** or **non-owned auto**.
 - (b) Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.
 - (c) All reasonable costs incurred by an **insured** at our request.

EXCLUSIONS

When Section I Does Not Apply

Section I does not apply to any claim or suit for damage if one or more of the exclusions listed below applies.

1. **Bodily injury** to any **insured** or any **relative** of an **insured** residing in his household is not covered.
2. Section I does not apply to any vehicle used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
3. **Bodily injury** or property damage caused intentionally by or at the direction of an **insured** is not covered.
4. We do not cover **bodily injury** or property damage that is insured under a nuclear liability policy.
5. **Bodily injury** or property damage arising from the operation of farm machinery is not covered.
6. **Bodily injury** to an employee of an **insured** arising out of and in the course of employment by an **insured** is not covered.

However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.
7. We do not cover **bodily injury** to a fellow employee of an **insured** if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend **you** if suit is brought by a fellow employee against **you** alleging use, ownership or maintenance of an auto by **you**.
8. We do not cover an **owned auto** while used by a person (other than **you** or a **relative**) when he is employed or otherwise engaged in the **auto business**.
9. A **non-owned auto** while maintained or used by any person is not covered while such person is employed or otherwise engaged in (1) any **auto business**, if the accident arises out of that business; (2) any other business or occupation of any **insured**, if the accident arises out of that business or occupation, except a **private passenger auto** used by **you** or **your** chauffeur or domestic servant while engaged in such other business.
10. We do not cover damage to:
 - (a) Property owned, operated or transported by an **insured**; or
 - (b) Property rented to or in charge of an **insured** other than a residence or private garage.
11. We do not cover an auto acquired by **you** during the policy term, if **you** have purchased other liability insurance for it.
12. We do not cover:
 - (a) The United States of America or any of its agencies;
 - (b) Any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.
13. We do not cover **bodily injury** or property damage that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.
14. We do not cover any liability assumed under any contract or agreement.
15. We do not cover **bodily injury** or property damage caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized. This exclusion does not apply to damages below the minimum financial responsibility limits for the state of Colorado.

PERSONS INSURED

Who Is Covered

Section I applies to the following as *insureds* with regard to an *owned auto*:

1. **You and your relatives;**
2. Any other person using the auto with **your** permission. The actual use must be within the scope of that permission;
3. Any other person or organization for his or its liability because of acts or omissions of an *insured* under 1. or 2. above.

Section I applies to the following with regard to a *non-owned auto*:

1. (a) **You;**
(b) **Your relatives** when using a *private passenger, farm or utility auto or trailer*. Such use by **you or your relatives** must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permission;
2. A person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an *insured* under 1. above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of *insureds* involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law. The *insured* agrees to reimburse us for payments made by us which we would not have had to make except for this agreement.

OUT OF STATE INSURANCE

When the policy applies to the operation of a motor vehicle outside of **your** state, we agree to increase **your** coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that **you** are protected by another insurance policy. No person can be paid more than once for any item of loss.

LIMITS OF LIABILITY

Regardless of the number of autos or *trailers* to which this policy applies:

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of *bodily injury* sustained by two or more persons as the result of any one occurrence.
3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

OTHER INSURANCE

If the *insured* has other insurance against a loss covered by Section I of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for losses arising out of the ownership, maintenance or use of a vehicle **you** do not own shall be excess over other valid and collectible insurance.

CONDITIONS

The following conditions apply to Section I:

1. NOTICE

As soon as possible after an occurrence, written notice must be given us or our authorized agent stating:

- (a) The identity of the *insured*;
- (b) The time, place and details of the occurrence;
- (c) The names and addresses of the injured, and of any witnesses; and
- (d) The names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an *insured*, he must promptly send us each demand, notice, summons or other process received.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached *trailer* are considered to be one auto.

3. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the occurrence;
- (b) In making settlements;
- (c) In the conduct of suits;
- (d) In enforcing any right of contribution or indemnity against any legally responsible person or organization because of **bodily injury** or property damage;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

Only at his own cost will the **insured** make a payment, assume any obligation or incur any cost other than for first aid to others.

4. ACTION AGAINST US

No suit will lie against us:

- (a) Unless the **insured** has fully complied with all the policy's terms and conditions, and
- (b) Until the amount of the **insured's** obligation to pay has been finally determined, either:
 - (i) By a final judgment against the **insured** after actual trial; or
 - (ii) By written agreement of the **insured**, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the **insured**, has a right under this policy to make us a defendant in an action to determine the **insured's** liability.

Bankruptcy or insolvency of the **insured** or his estate will not relieve us of our obligations.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION II

Auto Medical Payments

Protection For You And Your Passengers For Medical Expenses

DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, **occupying** means in or upon or entering into or alighting from.

PAYMENTS WE WILL MAKE

Under this Coverage, we will pay all reasonable expenses actually incurred by an **insured** for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services.

This Coverage applies to:

1. **You** and each **relative** who sustains **bodily injury** caused by accident:
 - (a) While **occupying** the **owned auto**; or
 - (b) While **occupying** a **non-owned auto** if **you** or **your relative** reasonably believe **you** have the owner's permission to use the auto and the use is within the scope of that permission; or
 - (c) When struck as a pedestrian by an auto or **trailer**.
2. Any other person who sustains **bodily injury** caused by accident while **occupying** the **owned auto** while being used by **you**, a resident of **your** household, or other persons with **your** permission.

EXCLUSIONS

When Section II Does Not Apply

1. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. There is no coverage for an **insured** while **occupying** a vehicle located for use as a residence or premises.

3. **You and your relatives** are not covered for **bodily injury** sustained while **occupying** or when struck by:
 - (a) A farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads;
or
 - (b) A vehicle operated on rails or crawler-treads.
4. There is no coverage for persons employed in the **auto business**, if the accident arises out of that business and if benefits are required to be provided under a workers' compensation law.
5. There is no coverage for **bodily injury** sustained due to **war**.
6. The United States of America or any of its agencies are not covered as an **insured**, a third party beneficiary, or otherwise.
7. We do not cover **bodily injury** caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized. This exclusion does not apply to damages below \$5,000.

LIMIT OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to "each person" is the limit we will pay for all costs incurred by or on behalf of each person who sustains **bodily injury** in one accident. This applies regardless of the number of persons insured or the number of autos or **trailers** to which this policy applies.

OTHER INSURANCE

If the **insured** has other medical payments insurance against a loss covered by Section II of this policy, we will not owe more than our pro rata share of the total coverage available.

Any insurance we provide to a person who sustains **bodily injury** while **occupying** a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to this Coverage:

1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** has fully complied with all the policy terms.

4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records. The injured person will submit to an examination by doctors chosen by us and at our expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the **insured**.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION III

Physical Damage Coverages

Your Protection For Loss Or Damage To Your Car

DEFINITIONS

The definitions of the terms **auto business**, **farm auto**, **private passenger auto**, **relative**, **temporary substitute auto**, **utility auto**, **you**, **your**, and **war** under Section I apply to Section III also. Under this Section, the following special definitions apply:

1. **Actual cash value** is the replacement cost of the auto or property less **depreciation** or **betterment**.

2. **Betterment** is improvement of the auto or property to a value greater than its pre-loss condition.
3. **Collision** means **loss** caused by upset of the covered auto or its collision with another object, including an attached vehicle.
4. **Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:
 - (a) Are permanently installed or attached; or
 - (b) Alter the appearance or performance of a vehicle.This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** using bolts or brackets, including slide-out brackets.
5. **Depreciation** means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.
6. **Insured** means:
 - (a) Regarding the **owned auto**:
 - (i) **You** and **your relatives**;
 - (ii) A person or organization maintaining, using or having custody of the auto with **your** permission, if his use is within the scope of that permission.
 - (b) Regarding a **non-owned auto**; **you** and **your relatives**, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.
7. **Loss** means direct and accidental loss of or damage to:
 - (a) The auto, including its equipment; or
 - (b) Other insured property.
8. **Non-owned auto** means a **private passenger, farm or utility auto** or **trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You** or **your relative** must be using the auto or **trailer** within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
8. **Owned auto** means:
 - (a) Any vehicle described in this policy for which a specific premium charge indicates there is coverage;
 - (b) A **private passenger, farm or utility auto** or a **trailer**, ownership of which is acquired by **you** during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more; if
 - (i) It replaces an **owned auto** as described in (a) above, or
 - (ii) We insure all **private passenger, farm, utility autos** and **trailers** owned or leased by **you** on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward;
 - (c) A **temporary substitute auto**.
9. **Trailer** means a trailer designed for use with a **private passenger auto** and not used as a home, office, store, display or passenger trailer.

LOSSES WE WILL PAY FOR YOU

Comprehensive (Excluding **Collision**)

1. We will pay for each **loss**, less the applicable deductible, caused other than by **collision**, to the **owned** or **non-owned auto**. This includes breakage of glass and **loss** caused by:
 - (a) Missiles;
 - (b) Falling objects;
 - (c) Fire;
 - (d) Lightning;
 - (e) Theft;
 - (f) Larceny;
 - (g) Explosion;
 - (h) Earthquake;
 - (i) Colliding with a bird or animal;
 - (j) Windstorm;
 - (k) Hail;
 - (l) Water;
 - (m) Flood;
 - (n) Malicious mischief;
 - (o) Vandalism;
 - (p) Riot; or
 - (q) Civil commotion.

No deductible will apply to **loss** caused by:

- (a) Fire, lightning, smoke, smudge; or
- (b) Damage

sustained while the vehicle is being transported on any conveyance.

At the option of the **insured**, breakage of glass caused by **collision** may be paid under the Collision Coverage, if included in the policy.

2. We will pay, up to \$200 per occurrence, less any deductible shown in the declarations, for **loss** to personal effects due to:
 - (a) Fire;
 - (b) Lightning;
 - (c) Flood;
 - (d) Theft of the entire automobile;
 - (e) Falling objects;
 - (f) Earthquake; or
 - (g) Explosion.

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

No deductible will apply due to **loss** by fire or lightning.

3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

Collision

1. We will pay for **collision loss** to the **owned** or **non-owned auto** for the amount of each **loss** less the applicable deductible.
2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.
3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive Coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the **loss**.
Reimbursement will not exceed \$25 per day nor \$750 per **loss**.
2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.

EXCLUSIONS

When The Physical Damage Coverages Do Not Apply

1. An auto used to carry passengers or goods for hire is not covered. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. **Loss** due to **war** is not covered.
3. We do not cover **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.
4. There is no coverage for **loss** caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
5. Tires, when they alone are damaged by **collision**, are not covered.
6. **Loss** due to radioactivity is not covered.
7. **Loss** to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.
8. We do not cover **loss** to any radar or laser detector.
9. We do not cover **trailers** when used for business or commercial purposes with vehicles other than **private passenger, farm** or **utility autos**.
10. We do not cover **loss** to an **owned auto** or **non-owned auto** that results from destruction or confiscation by governmental or civil authorities because **you**, a **relative** or anyone else in possession or custody of that vehicle was engaged in illegal activities.
11. We do not cover **loss** for **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
12. There is no coverage for any liability assumed under any contract or agreement.
13. There is no coverage for any **loss** resulting from:
 - (a) The acquisition of a stolen vehicle;
 - (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle; or
 - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities.
 - (d) The sale of an **owned auto**.

14. There is no coverage for any **loss** caused by participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

LIMIT OF LIABILITY

The limit of our liability for **loss**:

1. Is the **actual cash value** of the property at the time of the **loss**;
2. Will not exceed the cost to repair or replace the property, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the **loss**;
3. To personal effects arising out of one occurrence is \$200;
4. To a **trailer** not owned by **you** is \$500;
5. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

Actual cash value of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

6. For glass repair or replacement, is not to exceed the fair competitive price. Although **you** have the right to choose any glass repair facility or location, the limit of liability for **loss** to window glass is the cost to repair or replace such glass but will not exceed the fair competitive price. This is the price we can secure from a competent and conveniently located glass repair facility. At **your** request, we will identify a glass repair facility that will perform the repairs at the fair competitive price.

OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

1. NOTICE

As soon as possible after a **loss**, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) A description of the auto or **trailer**;
- (c) The time, place and details of the **loss**; and
- (d) The names and addresses of any witnesses.

In case of theft, the **insured** must promptly notify the police.

2. TWO OR MORE AUTOS

If this policy covers two or more autos or **trailers**, the limit of coverage and any deductibles apply separately to each.

3. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the **loss**;
- (b) In making settlements;
- (c) In the conduct of suits;
- (d) In enforcing any right of subrogation against any legally responsible person or organization;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of **loss** is determined.

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

5. **INSURED'S DUTIES IN EVENT OF LOSS**

In the event of **loss** the **insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.

- (b) File with us, within 91 days after **loss**, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the **insured** will exhibit the damaged property.

6. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF **LOSS**

We may at our option:

- (a) Pay for the **loss**; or
- (b) Repair or replace the damaged or stolen property.

At any time before the **loss** is paid or the property replaced, we may return any stolen property to **you** or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for **loss** either with the **insured** or the owner of the property.

8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the **loss** of the auto.

9. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after **loss** to prejudice these rights.

This means we will have the right to sue for or otherwise recover the **loss** from anyone else who may be held responsible.

10. ASSIGNMENT

With respect to Section III, Physical Damage Coverage, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid; moreover, he assignee of a nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

SECTION IV

Uninsured Motorists Coverage

Protection for **You** and Eligible Insureds For Injuries Caused By Uninsured And Hit-And-Run Motorists

DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

- 1. **Bodily injury** means bodily injury, sickness or disease, including death, sustained by **you, your relatives** or any other person using an **insured auto** with **your** consent.
- 2. **Hit-and-run auto** is a motor vehicle causing **bodily injury** to an **insured** through physical contact with him or with an auto he is occupying at the time of the accident, or arising out of the ownership, maintenance, or use of a non-contact auto, and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the auto occupied by the **insured** at the time of the accident.
- 3. **Insured** means:
 - (a) The individual named in the declarations and his or her spouse if a resident of the same household;
 - (b) **Relatives** of (a) above if residents of his household;
 - (c) Any other person while using an **owned auto** with **your** permission.
 - (d) Any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b), and (c) above.

If there is more than one **insured**, our limit of liability will not be increased.

4. **Insured auto** is an auto:
- (a) Described in the declarations and covered by the bodily injury liability coverage of this policy;
 - (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or
 - (c) Operated by **you** or **your** spouse if a resident of the same household.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire, except in a car pool;
 - (ii) An auto being used without the owner's permission; or
 - (iii) Under subparagraphs (b) and (c) above, an auto owned by or furnished for the regular use of an **insured**.
5. **State** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.
6. **Underinsured motor vehicle** means a motor vehicle with respect to which the sum of the limits of liability under all bodily injury liability bonds and insurance policies applicable at the time of the accident is less than the limits of liability under this Coverage, or the remaining coverage is less than the limits of this Coverage because of prior claim payments made to other injured parties.
7. **Uninsured motor vehicle** is a motor vehicle which has no bodily injury liability bond or insurance policy applicable with liability limits complying with the financial responsibility law of the **state** in which the **insured auto** is principally garaged at the time of an accident. This term also includes an auto whose insurer is or becomes insolvent or denies coverage and an **underinsured motor vehicle**.

The term **uninsured motor vehicle** does not include:

- (a) An **insured auto**;
- (b) An auto owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (c) An auto owned by the United States of America, any other national government, a **state**, or a political sub-division of any such government or its agencies;
- (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; or
- (e) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.
- (f) Any vehicle or equipment owned by or furnished or available for the regular use of **you**, **your** spouse or any **relative** who resides in **your** household.

LOSSES WE PAY

Under the Uninsured Motorists Coverage we will pay damages for **bodily injury** caused by accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**, **underinsured motor vehicle** or **hit-and-run auto** arising out of the ownership, maintenance or use of that auto.

The amount of the **insured's** recovery for these damages will be determined by agreement between the **insured** or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

We shall not be obligated to make any payment because of **bodily injury** to which this insurance applies and which arises out of the ownership, maintenance or use of an **underinsured motor vehicle** until after the limits of liability under all bodily injury liability bonds and insurance policies applicable at the time of the accident have been exhausted by payment of judgments or settlements.

EXCLUSIONS

When Section IV Does Not Apply

- 1. This Coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement of his claim without our prior written consent.
- 2. The Uninsured Motorists Coverage will not benefit any workers' compensation insurer, self insurer, or disability benefits insurer.
- 3. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
- 4. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages under the Uninsured Motorists Coverage of this policy
- 5. This coverage does not apply to any liability assumed under any contract or agreement.
- 6. This coverage does not apply to damage caused by an **insured's** participation in or preparation for any racing, speed or demolition contest or stunting activity of any kind, whether or not prearranged or organized. This exclusion does not apply to damages below the minimum financial responsibility limits for the state of Colorado.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations for "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of one accident.
2. The limit of liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of one accident.
3. If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the injury;
- (b) Paid or payable under the Bodily Injury Coverage or Medical Payments Coverage of this policy; or
- (c) Paid or payable under any workers' compensation law, disability benefits law or any similar law.

OTHER INSURANCE

When an **insured** occupies an auto not described in this policy, this insurance is excess over any other similar insurance available to the **insured** and the insurance which applies to the occupied auto is primary.

Except as provided above, if the **insured** has other similar insurance available to him and applicable to the accident, the damages will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the **insured** has other insurance against a loss covered by the Uninsured Motorist provisions of this policy, we will not be liable for more than our pro-rata share of the total coverage available.

ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any **insured** and us regarding:

- (a) The extent to which the **insured** is legally entitled to recover against an owner or operator of an **uninsured motor vehicle** (i.e., issues of liability); or
- (b) The amount of damages sustained by the **insured**

may be arbitrated. However, neither the **insured** nor we will be required to arbitrate unless arbitration is expressly required by state law. Binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this Coverage in a particular policy, or the application of this Coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by **you** and us. Attorney fees and expenses will be paid by the party incurring them.

SUBROGATION

When we make a payment under this Coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment the **insured** recovers from any person or organization legally responsible for the **bodily injury**.
2. The **insured** will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for these damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
3. At our written request, the **insured**, in his own name, will take, through a designated representative, appropriate actions necessary to recover payment for damages from the legally responsible person or organization. The **insured** will pay us out of the recovery for our expenses, costs and attorneys' fees.
4. The **insured** will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

The following conditions apply only to the Uninsured Motorists Coverage:

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

If the **insured** or his legal representative files suit before we make a settlement under this Coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require the **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM - MEDICAL REPORTS

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

5. PAYMENT OF LOSS

Any amount due is payable:

- (a) To the **insured** or his authorized representative; (b) if the **insured** is a minor, to his parent or guardian; or
- (b) If the **insured** is deceased, to his surviving spouse; otherwise
- (c) To a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

SECTION V
General Conditions

These conditions apply to all Coverages in this policy.

1. TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or when the auto is being transported between ports thereof.

2. PREMIUM

When **you** dispose of, acquire ownership of, or replace a **private passenger, farm or utility auto**, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, **your** policy will automatically include the broader coverage when effective in **your** state.

The premium for each auto is based on the information we have in **your** file. **You** agree:

- (a) That we may adjust **your** policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed.
- (b) That **you** will cooperate with us in determining if this information is correct and complete.
- (c) That **you** will notify us of any changes in this information.

Any calculation or recalculation of **your** premium or changes in **your** coverage will be based on the rules, rates and forms on file, if required, for our use in **your** state.

4. ASSIGNMENT

Your rights and duties under this policy may not be assigned without our written consent.

If **you** die, this policy will cover **your** surviving spouse if covered under the policy prior to **your** death. Until the expiration of the policy term, we will also cover:

- (a) The executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties; and
- (b) Any person having proper temporary custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate.

5. POLICY PERIOD

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at **your** address stated in the declarations.

6. CANCELLATION BY THE **INSURED**

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

7. CANCELLATION BY US

We may cancel this policy by mailing to **you**, at the address shown in this policy, written notice stating when the cancellation will be effective.

We will mail this notice:

- (a) 10 days in advance if the proposed cancellation is for non-payment of premium or any of its installments when due;
- (b) 10 days in advance if the policy has been in effect less than 60 days at the time the notice is mailed and is not a renewal policy;
- (c) 30 days in advance in all other cases.

The mailing or delivery of the above notice will be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals. Payment or tender of unearned premium is not a condition of cancellation.

8. CANCELLATION BY US IS LIMITED

After this policy has been in effect for 60 days or, if the policy is a renewal, effective immediately, we will not cancel except for any of the following reasons:

- (a) **You** do not pay the initial or any additional premiums for this policy or fail to pay any premium installment when due to us or our agent.
- (b) **Your** driver's license or motor vehicle registration or that of any operator either residing in **your** household or who customarily operates an insured auto has been under suspension or revocation during the policy period, or if the policy is a renewal policy, during the policy period or the 180 days immediately prior to its effective date.
- (c) **You** knowingly made false statements on **your** application for insurance.
- (d) **You** knowingly and willfully made a false material statement on a claim submitted under the policy.
- (e) **You** change **your** principal residence to a state where we do not issue new or renewal automobile insurance policies.

We have the right to modify the Comprehensive Coverage under Section III by including a deductible not exceeding \$150.

9. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to **you**, at the address shown in this policy, at least 30 days prior to the expiration date. The mailing or delivery of this notice by us will be sufficient proof of notice. This policy will expire without notice if any of the following conditions exist:

- (a) **You** do not pay any premium as we require to renew this policy.
- (b) **You** have informed us or our agent that **you** wish the policy to be cancelled or not renewed.
- (c) **You** do not accept our offer to renew or **you** refuse to provide us with renewal classification and rating information as we may require.

10. OTHER INSURANCE

If other insurance is obtained on **your** insured auto, any similar insurance afforded under this policy for that auto will terminate on the effective date of the other insurance.

11. DIVIDEND PROVISION

You may be entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

12. DECLARATIONS

By accepting this policy, **you** agree that:

- (a) The statements in **your** application and in the declarations are **your** agreements and representations;
- (b) This policy is issued in reliance upon the truth of these representations; and

(c) This policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

13. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

- (a) At the time of application; or
- (b) At any time during the policy period; or
- (c) In connection with the presentation or settlement of a claim.

14. EXAMINATION UNDER OATH

The **insured** or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require.

15. DISPOSAL OF VEHICLE

If **you** relinquish possession of a leased vehicle or if **you** sell or relinquish ownership of an **owned auto**, any coverage provided by this policy for that vehicle will terminate on the date **you** do so.

16. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the statutes of Colorado are amended to conform to those statutes.

17. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Colorado.

SECTION VI - AMENDMENTS AND ENDORSEMENTS

1. SPECIAL ENDORSEMENT UNITED STATES GOVERNMENT EMPLOYEES

A. Under the Property Damage coverage of Section I, we provide coverage to United States Government employees, civilian or military, using

- 1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
- 2. Rented motor vehicles used for United States Government business,

when such use is with the permission of the United States Government. Subject to the limits described in paragraph B. below, we will pay sums **you** are legally obligated to pay for damage to these vehicles.

B. The following limits apply to this Coverage:

- 1. A \$100 deductible applies to each occurrence.
- 2. For vehicles described in A.1. above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) Two months basic pay of the **insured**; or
 - (d) The limit of Property Damage liability coverage stated in the declarations.
- 3. For vehicles described in A.2. above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) The limit of Property Damage liability coverage stated in the declarations.

This insurance is excess over other valid and collectible insurance.

J. C. Stewart
Secretary

O. M. Nicely
President

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Telephone: 1-800-841-3000

**Missouri
Family
Automobile
Insurance
Policy**

**Government Employees Insurance Company
GEICO General Insurance Company
GEICO Indemnity Insurance Company
GEICO Casualty Insurance Company**

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Whenever, "he," "his," "him," or "himself" appears in this policy, you may read "she," "her," "hers," or "herself."

AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with you, the policyholder. Relying on the information you have furnished and the declarations attached to this policy and if you pay your premium when due, we will do the following:

SECTION I - LIABILITY COVERAGES
Bodily Injury Liability and Property Damage Liability
Your Protection Against Claims From Others

DEFINITIONS

The words italicized in Section I of this policy are defined below.

1. **Auto business** means the business of selling, repairing, servicing, storing, transporting, or parking of autos.
2. **Bodily injury** means bodily injury to a person, including resulting sickness, disease, or death.
3. **Farm auto** means a truck type vehicle with a load capacity of 2000 pounds or less, not used for commercial purposes other than farming.
4. **Insured** means a person or organization described under persons insured.
5. **Non-owned auto** means an automobile or **trailer** not owned by or furnished for the regular use of either **you** or a **relative**, other than a **temporary substitute auto**. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
6. **Owned auto** means:
 - (a) A vehicle described in this policy for which a premium charge is shown for these coverages;
 - (b) A **trailer** owned by **you**;
 - (c) A **private passenger, farm or utility auto**, ownership of which **you** acquire during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more, if:
 - (i) It replaces an **owned auto** as defined in (a) above; or
 - (ii) We insure all **private passenger, farm and utility autos** owned or leased by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later;
 - (d) A **temporary substitute auto**.
7. **Private passenger auto** means a four-wheel private passenger, station wagon, or jeep-type auto.
8. **Relative** means a person related to **you** who resides in **your** household.
9. **Temporary substitute auto** means an automobile or **trailer**, not owned by **you**, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the owned auto or trailer when withdrawn from normal use because of its breakdown, repair, servicing, loss, or destruction.
10. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm, or utility auto**.
11. **Utility auto** means a vehicle, other than a **farm auto**, with a load capacity of 2000 pounds or less of the pick-up body, van, or panel truck type not used for commercial purposes.
12. **War** means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion, or revolution.
13. **You** and **your** means the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE WILL PAY FOR YOU

Under Section I, we will pay damages which an **insured** becomes legally obligated to pay because of:

1. **Bodily injury**, sustained by a person, or;
2. Damage to or destruction of property arising out of the ownership, maintenance, or use of the **owned auto** or a **non-owned auto**. We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered lawsuit.
3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
 - (a) Before the judgment, where owed by law, and until we pay, offer or deposit in court the amount due under this coverage;

- (b) After the judgment, and until we pay, offer or deposit in court, the amount due under this coverage.
4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of liability.
 5. Premiums for bail bonds paid for an *insured* due to traffic law violations arising out of the use of an insured auto, not to exceed \$250 per bail bond.

We will upon request by an *insured*, provide reimbursement for the following items:

1. Costs incurred by any *insured* for first aid to others at the time of an accident involving an *owned auto* or *non-owned auto*.
2. Loss of earnings up to \$50 a day, but not other income, if we request an *insured* to attend hearings and trials.
3. All reasonable costs incurred by an *insured* at our request.

EXCLUSIONS

When Section I Does Not Apply

1. **Bodily injury** to any *insured* or any family member of an *insured* residing in the *insured's* household is not covered in excess of the minimum financial responsibility limit required by the state of Missouri.
2. Section I does not apply to any vehicle used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
3. **Bodily injury** or property damage caused intentionally by or at the direction of an *insured* is not covered.
4. We do not cover **bodily injury** or property damage that is insured under a nuclear liability policy.
5. **Bodily injury** or property damage arising from the operation of farm machinery is not covered.
6. **Bodily injury** to an employee of an *insured* arising out of and in the course of employment by an *insured* is not covered.

However, **bodily injury** of a domestic employee of the *insured* is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.

7. We do not cover **bodily injury** to a fellow employee of an *insured* if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend *you* if a suit is brought by a fellow employee against *you* alleging use, ownership, or maintenance of an auto by *you*.
8. We do not cover an *owned auto* while used by a person (other than *you* or a *relative*) when he is employed or otherwise engaged in the *auto business*.
9. A *non-owned auto* while maintained or used by any person is not covered while such person is employed or otherwise engaged in:
 - (a) Any *auto business* if the accident arises out of that business;
 - (b) Any other business or occupation of any *insured* if the accident arises out of that business or occupation, except a *private passenger auto* used by *you* or *your* chauffeur or domestic servant while engaged in such other business.
10. We do not cover damage to:
 - (a) Property owned or transported by an *insured*; or
 - (b) Property rented to or in charge of an *insured* other than a residence or private garage.
11. We do not cover an auto acquired by *you* during the policy term, if *you* have purchased other liability insurance for it.
12. We do not cover:
 - (a) The United States of America or any of its Agencies;
 - (b) Any person, including *you*, if protection is afforded under the provisions of the Federal Tort Claims Act.
13. We do not cover **bodily injury** or property damage that results from the operation of a *non-owned auto* or *temporary substitute auto* that is designed for use principally off public roads that is not registered for use on public roads.
14. **Bodily injury** or property damage that results from nuclear exposure or explosion including resulting fire, radiation, or contamination is not covered.
15. **Bodily injury** or property damage that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
16. We do not cover any liability assumed under any contract or agreement.
17. We do not cover **bodily injury** or property damage caused by an auto driven in or preparing for any prearranged or organized racing, speed, or demolition contest or stunting activity of any nature.

18. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.

PERSONS INSURED

Who Is Covered

Section I applies to the following as *insureds* with regard to an *owned auto*:

1. *You* and *your relatives*;
2. Any other person using the auto with *your* permission. The actual use must be within the scope of that permission;
3. Any other person or organization for his or its liability because of acts or omissions of an *insured* under 1 or 2 above.

Section I applies to the following with regard to a *non-owned auto*:

1. (a) *You*;
- (b) *Your relatives* when using a *private passenger auto, farm auto, utility auto, or trailer*.

Such use by *you* or *your relatives* must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permission.

2. A person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an *insured* under 1 above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of *insureds* involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law.

OUT OF STATE INSURANCE

When the policy applies to the operation of a motor vehicle outside of *your* state, we agree to increase *your* coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that *you* are protected by another insurance policy. No person can be paid more than once for any item of loss. The *insured* agrees to reimburse us for payments made by us which we would not have had to make except for this agreement.

LIMITS OF LIABILITY

Regardless of the number of autos or *trailers* to which this policy applies:

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of *bodily injury* to one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of *bodily injury* to two or more persons as the result of any one occurrence.
3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

OTHER INSURANCE

If the *insured* has other insurance against a loss covered by Section I of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for losses arising out of the ownership, maintenance, or use of a vehicle *you* do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to Section I:

1. NOTICE

As soon as possible after an occurrence, written notice must be given to us or our authorized agent stating:

- (a) The identity of the *insured*;
- (b) The time, place, and details of the occurrence;
- (c) The names and addresses of the injured, and of any witnesses; and
- (d) The names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an *insured*, he must promptly send us each demand, notice, summons, or other process received.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the occurrence;
- (b) In making settlements;
- (c) In the conduct of suits; and
- (d) In enforcing any right of contribution or indemnity against any legally responsible person or organization because of **bodily injury** or property damage; and
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

Only at his own cost will the **insured** make a payment, assume any obligation or incur any cost other than for first aid to others.

4. ACTION AGAINST US

No suit will lie against us:

- (a) Unless the **insured** has fully complied with all the policy's terms and conditions; and
- (b) Until the amount of the **insured's** obligation to pay has been finally determined; either
 - (i) By a final judgment against the **insured** after actual trial; or
 - (ii) By written agreement of the **insured**, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the **insured**, has a right under this policy to make us a defendant in an action to determine the **insured's** liability.

Bankruptcy or insolvency of the **insured** or his estate will not relieve us of our obligations.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights. This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION II AUTO MEDICAL PAYMENTS Protection For *You* and *Your* Passengers For Medical Expenses

DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, **occupying** means in or upon or entering into or alighting from.

PAYMENTS WE WILL MAKE

Under this Coverage, we will pay all reasonable expenses actually incurred by an **insured** within one year from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The one year limit does not apply to funeral services.

This Coverage applies to:

1. **You** and each **relative** who sustains **bodily injury** caused by an accident:
 - (a) While **occupying** the **owned auto**; or
 - (b) While **occupying** a **non-owned auto** if **you** or **your relative** reasonably believe **you** have the owner's permission to use the auto and the use is within the scope of that permission; or
 - (c) When struck as a pedestrian by an auto or **trailer**.
2. Any other person who sustains **bodily injury** caused by accident while **occupying** the **owned auto** while being used by **you**, a resident of **your** household, or other persons with **your** permission.

EXCLUSIONS

When This Coverage Does Not Apply

1. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. There is no coverage for an **insured** while **occupying** a vehicle located for use as a residence or premises.
3. **You and your relatives** are not covered for **bodily injury** sustained while **occupying** or when struck by:
 - (a) A farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
 - (b) A vehicle operated on rails or crawler-treads.
4. There is no coverage for persons employed in the **auto business**, if the accident arises out of that business and if benefits are required to be provided under a workers' compensation law.
5. There is no coverage for **bodily injury** sustained due to **war**.
6. The United States of America or any of its Agencies are not covered as an **insured**, a third party beneficiary, or otherwise.
7. There is no coverage for **bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation, or contamination.
8. There is no coverage for **bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents.
9. We do not cover **bodily injury** or property damage caused by an auto driven in or preparing for any prearranged or organized racing, speed, or demolition contest or stunting activity of any nature.

LIMITS OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to "each person" is the limit we will pay for all costs incurred by or on behalf of each person who sustains **bodily injury** in one accident. This applies regardless of the number of persons insured or the number of autos or **trailers** to which this policy applies.

OTHER INSURANCE

If the **insured** has other medical payments insurance against a loss covered by Section II of this policy, we will not owe more than our pro rata share of the total coverage available.

Any insurance we provide to a person who sustains **bodily injury** while occupying a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to this Coverage:

1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place, and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** has fully complied with all the policy terms.

4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records. The injured person will submit to an examination by doctors chosen by us and at our expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the **insured**.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the *insured's* rights of recovery against others. The *insured* will help us to enforce these rights. The *insured* will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION III PHYSICAL DAMAGE COVERAGES Your Protection for Loss or Damage To Your Car

DEFINITIONS

The definitions of the terms *auto business, farm auto, private passenger auto, relative, temporary substitute auto, utility auto, you*, and *war* under Section I apply to Section III. Under this Section, the following special definitions apply:

1. **Actual Cash Value** is the replacement cost of the auto or property less **depreciation** or **betterment**.
2. **Betterment** is improvement of the auto or property to a value greater than its pre-loss condition.
3. **Collision** means **loss** caused by upset of the covered auto or its collision with another object, including an attached vehicle.

Losses caused by the following are considered other than **collision**:

- (a) missiles; (b) falling objects; (c) fire; (d) lightning; (e) theft; (f) larceny; (g) explosion; (h) earthquake; (i) windstorm; (j) hail; (k) water; (l) flood; (m) malicious mischief; (n) vandalism; (o) riot; (p) civil commotion; or (q) colliding with a bird or animal.
4. **Depreciation** means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, out datedness, or other causes.
5. **Insured** means:
 - (a) Regarding the **owned auto**:
 - (i) **You** and **your relatives**;
 - (ii) A person or organization maintaining, using or having custody of the auto with **your** permission, if his use is within the scope of that permission.
 - (b) Regarding a **non-owned auto**:
you and **your relatives**, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.
6. **Loss** means direct and accidental loss of or damage to:
 - (a) The auto, including its equipment; or
 - (b) Other insured property.
7. **Non-owned auto** means a **private passenger auto, utility auto, farm auto** or **trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You** or **your relative** must be using the auto or **trailer** within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
8. **Owned auto** means:
 - (a) Any vehicle described in this policy for which a specific premium charge indicates there is coverage;
 - (b) A **private passenger, farm** or **utility auto** or a **trailer**, ownership of which is acquired by **you** during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more; if
 - (i) It replaces an **owned auto** as described in (a) above; or
 - (ii) We insure all **private passenger, farm, utility autos**, and **trailers** owned or leased by **you** on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward.
 - (c) A **temporary substitute auto**.
9. **Trailer** means a trailer designed for use with a **private passenger auto** and not used as a home, office, store, display or passenger trailer.
10. **Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes other than those which are original manufacturer installed, which:
 - (a) Are permanently installed or attached; or
 - (b) Alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.

LOSSES WE PAY

Comprehensive (excluding Collision)

1. We will pay for each **loss**, less the applicable deductible, caused other than by **collision** to the **owned** or **non-owned auto**. This includes glass breakage.

No deductible will apply to **loss** caused by fire, lightning, smoke, smudge, or damage sustained while the vehicle is being transported on any conveyance.

At the option of the **insured**, breakage of glass caused by **collision** may be paid under the collision coverage, if included in the policy.

2. We will pay, up to \$200 per occurrence, less any deductible shown in the declarations, for **loss** to personal effects due to:
 - (a) Fire;
 - (b) Lightning;
 - (c) Flood;
 - (d) Falling objects;
 - (e) Earthquake;
 - (f) Explosion; or
 - (g) Theft of the entire automobile.

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

No deductible will apply due to **loss** by fire or lightning.

3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

Collision

1. We will pay for **collision loss** to the **owned** or **non-owned auto** for the amount of each **loss** less the applicable deductible.
2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.
3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive Coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the **loss**.
Reimbursement will not exceed \$25.00 per day nor \$750 per **loss**.
2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.

EXCLUSIONS

When the Physical Damage Coverages Do Not Apply

1. An auto used to carry passengers or goods for hire is not covered. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. **Loss** due to **war** is not covered.
3. We do not cover **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.
4. There is no coverage for damages caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
5. Tires, when they alone are damaged by **collision**, are not covered.
6. **Loss** due to radioactivity is not covered.
7. **Loss** of or damage to any tape, wire, record disc, or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.
8. We do not cover **loss** to any radar or laser detector.

9. We do not cover **trailers** when used for business or commercial purposes with vehicles other than **private passenger, farm or utility autos**.
10. We do not cover **loss** to an **owned auto** or a **non-owned auto** that results from the action or inaction of any governmental or civil authorities because **you, a relative** or anyone else in possession or custody of that vehicle is engaged or is accused of engaging in illegal acts whether or not convicted by that governmental authority.
11. There is no coverage for **loss** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
12. There is no coverage for **loss** that results from bio-chemical attack or exposure to bio-chemical agents.
13. We do not cover **loss** for **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
14. There is no coverage for any liability assumed under any contract or agreement.
15. There is no coverage for any **loss** resulting from:
 - (a) The acquisition of a stolen vehicle;
 - (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle; or
 - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities.
 - (d) The sale of an **owned auto**.
16. There is no coverage for any **loss** resulting from the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you, a relative**, or a permissive user of the vehicle in illegal activity.
17. There is no coverage for any **loss** caused by participation in or preparing for any prearranged or organized racing or demolition contest or stunting activity of any nature.

LIMIT OF LIABILITY

The limit of our liability for **loss**:

1. Is the **actual cash value** of the property at the time of the **loss**;
2. Will not exceed the cost to repair or replace the property, or any of its parts, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the **loss**;
3. To personal effects arising out of one occurrence is \$200;
4. To a **trailer** not owned by **you** is \$500;
5. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.
6. For glass repair or replacement, is not to exceed the prevailing competitive price. Although **you** have the right to choose any glass repair facility or location, the limit of liability for **loss** to window glass is the cost to repair or replace such glass but will not exceed the prevailing competitive price. This is the price we can secure from a competent and conveniently located glass repair facility. At **your** request, we will identify a glass repair facility that will perform the repairs at the prevailing competitive price.

Actual cash value of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

1. NOTICE

As soon as possible after a **loss**, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) A description of the auto or **trailer**;
- (c) The time, place and details of the **loss**; and
- (d) The names and addresses of any witnesses.

In case of theft, the **insured** must promptly notify the police.

2. TWO OR MORE AUTOS

If this policy covers two or more autos or *trailers*, the limit of coverage and any deductibles apply separately to each.

3. ASSISTANCE AND COOPERATION OF THE *INSURED*

The *insured* will cooperate and assist us, if requested:

- (a) In the investigation of the *loss*;
- (b) In making settlements;
- (c) In the conduct of suits; and
- (d) In enforcing any right of subrogation against any legally responsible person or organization;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of *loss* is determined.

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If *you* ask us immediately after a loss to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. *You* may purchase the salvage from us if *you* wish.

5. *INSURED'S* DUTIES IN EVENT OF *LOSS*

In the event of *loss* the *insured* will:

- (a) Protect the auto, whether or not the *loss* is covered by this policy. Further *loss* due to the *insured's* failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 91 days after *loss*, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the *insured* will exhibit the damaged property.

6. APPRAISAL

If we and the *insured* do not agree on the amount of *loss*, either may, within 60 days after proof of loss is filed, demand an appraisal of the *loss*. In that event, we and the *insured* will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the *actual cash value* and the amount of the *loss*. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of *loss*. We and the *insured* will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF *LOSS*

We may at our option:

- (a) Pay for the *loss*; or
- (b) Repair or replace the damaged or stolen property.

At any time before the *loss* is paid or the property replaced, we may return any stolen property to *you* or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for loss either with the *insured* or the owner of the property.

8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the *loss* of the auto.

9. SUBROGATION

When payment is made under this policy, we will be subrogated to all the *insured's* rights of recovery against others. The *insured* will help us to enforce these rights. The *insured* will do nothing after *loss* to prejudice these rights. This means we will have the right to sue for or otherwise recover the *loss* from anyone else who may be held responsible.

**SECTION IV
UNINSURED MOTORISTS COVERAGE**

Protection For You and Your Passengers For Injuries Caused By Uninsured and Hit-and-Run Motorists

DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

1. **Hit-and-run vehicle** means: a motor vehicle causing **bodily injury** to an **insured** with or without physical contact with him or with a vehicle he is **occupying** at the time of the accident and whose operator or owner cannot be identified; provided the **insured** or someone on his behalf:
 - (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the auto occupied by the **insured** at the time of the accident;
 - (d) If there is no physical contact with the **hit-and-run motor vehicle**, the facts of the accident must be proven. We will accept competent evidence. We will not accept the testimony of any **insured** or that of any person making a claim under this coverage resulting from the accident.
2. **Insured** means:
 - (a) The individual named in the declarations and his or her spouse if a resident of the same household;
 - (b) **Relatives** of (a) above if residents of his household;
 - (c) Any other person while **occupying an owned auto**;
 - (d) Any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b), and (c) above.

If there is more than one **insured**, our limits of liability will not be increased.

3. **Insured auto** is an auto:
 - (a) Described in the declarations and covered by the Bodily Injury Liability Coverage of this policy.
 - (b) Of the **private passenger, farm, or utility auto** type, ownership of which you acquire during the policy period, if:
 - (i) It replaces an **owned auto**;
 - (ii) We insure all private **passenger, farm and utility autos** owned by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later.
 - (c) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss, or destruction.
 - (d) Operated by **you** or **your** spouse if a resident of the same household.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire, except in a car pool;
 - (ii) An auto being used without the owner's permission; or
 - (iii) Under subparagraphs (b), (c) and (d) above, an auto owned by or furnished for the regular use of an **insured**.
4. **Occupying** means in, upon, entering into or alighting from.
5. **State** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.
6. **Uninsured motor vehicle** is a vehicle, including a **trailer** of any type, which has no bodily injury liability bond or insurance policy applicable with liability limits complying with the Financial Responsibility Law of the **state** in which the **insured auto** is principally garaged at the time of an accident, or a **hit-and-run vehicle**. This term also includes a vehicle for which there is a bodily injury liability insurance policy applicable at the time of the accident but the Company writing the policy is or becomes insolvent or denies coverage.

The term **uninsured motor vehicle** does not include:

- (a) An **insured auto**;
 - (b) A vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law, or any similar law;
 - (c) A vehicle owned by the United States of America, any other national government, a **state**, or a political sub-division of any such government or its agencies;
 - (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; and
 - (e) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

LOSSES WE PAY

Under the Uninsured Motorists Coverage we will pay damages for ***bodily injury*** caused by accident which the ***insured*** is legally entitled to recover from the owner or operator of an ***uninsured motor vehicle*** or ***hit-and-run vehicle*** arising out of the ownership, maintenance or use of that auto.

The amount of the ***insured's*** recovery for these damages will be determined by agreement between the ***insured*** or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

EXCLUSIONS

When This Coverage Does Not Apply

1. This coverage does not apply to ***bodily injury*** to an ***insured*** if the ***insured*** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent and this settlement by the ***insured*** prejudices our rights to recover from the responsible party.
2. ***Bodily injury*** to an ***insured*** while ***occupying*** or through being struck by an ***uninsured motor vehicle*** owned by an ***insured*** or a ***relative*** is not covered.
3. The Uninsured Motorists Coverage will not benefit any self insurer or disability benefits insurer.
4. We do not cover the United States of America or any of its agencies as an ***insured***, a third party beneficiary or otherwise.
5. We do not cover any person while ***occupying*** a vehicle described in the declarations on which Uninsured Motorists Coverage is not carried.
6. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages.
7. ***Bodily injury*** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
8. ***Bodily injury*** that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
9. This coverage does not apply to any liability assumed under any contract or agreement.
10. This coverage does not apply to damage caused by an insured's participation in or preparation for any prearranged or organized racing, speed or demolition contest or stunting activity of any kind.

LIMITS OF LIABILITY

Regardless of the number of autos or ***trailers*** to which this policy applies:

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including those for care or loss of services, due to ***bodily injury*** to one person as the result of one accident.
2. The limit of liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of ***bodily injury*** to two or more persons as the result of one accident.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the injury;
- (b) Paid or payable under the Bodily Injury Coverage; or

There will be no reduction in the amount payable under this coverage for amounts paid or payable for medical payments coverage, workers' compensation or any disability benefits or similar law.

OTHER INSURANCE

When an ***insured*** occupies an auto not described in this policy, this insurance is excess over any other similar insurance available to the ***insured*** and the insurance which applies to the occupied auto is primary.

Except as provided above, if the ***insured*** has other similar insurance available to him and applicable to the accident, the damages will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the ***insured*** has other insurance against a loss covered by the Uninsured Motorist provisions of this policy, we will not be liable for more than our pro rata share of the total coverage available.

ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any ***insured*** and us regarding:

- (a) The extent to which the ***insured*** is legally entitled to recover against an owner or operator of an ***uninsured motor vehicle*** (i.e., issues of liability); or
- (b) The amount of damages sustained by the ***insured***

may be arbitrated. However, neither the ***insured*** nor we will be required to arbitrate unless arbitration is expressly

required by state law. Binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this coverage in a particular policy, or the application of this coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by **you** and us. Attorney fees and expenses will be paid by the party incurring them.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment the **insured** recovers from any person or organization legally responsible for the **bodily injury**.
2. The **insured** will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for these damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
3. At our written request, the **insured**, in his own name, will take through a designated representative appropriate actions necessary to recover payment for damages from the legally responsible person or organization. The **insured** will pay us out of the recovery for our expenses, costs and attorneys' fees.
4. The **insured** will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

The following conditions apply only to the Uninsured Motorists Coverage:

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

If the **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE **INSURED**

After we receive notice of a claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require the **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM - MEDICAL REPORTS

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

The **insured** and other persons making claim must submit to examination under oath by any person named by us when and as often as we may reasonably require. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

5. PAYMENT OF LOSS

Any amount due is payable:

- (a) To the **insured** or his authorized representative;
- (b) If the **insured** is a minor, to his parent or guardian; or
- (c) If the **insured** is deceased, to his surviving spouse; otherwise
- (d) To a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

SECTION V
GENERAL CONDITIONS
These Conditions Apply To All Coverages In This Policy

1. TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or when the auto is being transported between ports thereof.

2. PREMIUM

When **you** dispose of, acquire ownership of, or replace a **private passenger, farm, or utility auto**, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

The premium for each auto is based on the information we have in **your** file.

You agree:

- (a) That we may adjust **your** policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed.
- (b) That **you** will cooperate with us in determining if this information is correct and complete.
- (c) That **you** will notify us of any changes in this information.

Any calculation or recalculation of **your** premium or changes in **your** coverage will be based on the rules, rates and forms on file, if required, for our use in **your state**.

4. BROADENED COVERAGE

If, after issuance of this policy, the coverage provided is extended or broadened at no charge, the new coverage will be provided to **you** as of the effective date of the change. This condition also applies to any subsequent renewal.

5. ASSIGNMENT

Your rights and duties under this policy may not be assigned without our written consent.

If **you** die, this policy will cover your surviving spouse if covered under the policy prior to your death. Until the expiration of the policy term, we will also cover:

- (a) The executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties;
- (b) Any person having proper temporary custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate.

6. POLICY PERIOD

Unless otherwise canceled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at **your** address stated in the declarations.

7. CANCELLATION BY THE *INSURED*

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective. If this policy is canceled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

8. CANCELLATION BY US

We may cancel this policy by mailing to **you**, at the last known address, written notice stating when the cancellation will be effective.

We will mail this notice:

- (a) 10 days in advance if the proposed cancellation is for nonpayment of premium or any of its installments when due;
- (b) 10 days in advance if the policy has been in effect less than 60 days and it is not a renewal;
- (c) 30 days in advance in all other cases.

A Post Office Receipt of Mailing shall be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

Payment or tender of unearned premium is not a condition of cancellation.

9. CANCELLATION BY US IS LIMITED

After this policy has been in effect for 60 days, if the policy is a renewal policy, effective immediately, we will not cancel except for any of the following reasons:

- (a) **You** do not pay the initial premium on other than a renewal policy or any additional premiums for this policy or fail to pay any premium installment when due to us or our agent.
- (b) **You** are the only named insured on the policy and **your** driver's license has been under suspension or revocation during the policy period. If more than one person is named as **insured** and only one **insured's** driver's license is under suspension or revocation during the policy period, we will issue an exclusion providing by name, that coverage will not be provided under the terms of the policy such person is operating an insured vehicle during any period of suspension or revocation.
- (c) **You** change **your** principal residence to a state where we do not issue new or renewal automobile insurance policies.

10. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to you , at the last known address, at least 30 days prior to the expiration date. A Post Office Receipt of Mailing shall be sufficient proof of notice.

The policy will expire without notice if any of the following conditions exist:

- (a) **You** do not pay the premium as required to renew this policy.
- (b) **You** have informed us or our agent that **you** wish the policy to be cancelled or not renewed.
- (c) **You** do not accept our offer to renew or **you** refuse to provide us with renewal classification and rating information as we may require.

11. OTHER INSURANCE

If other insurance is obtained on **your** insured auto, any similar insurance afforded under this policy for that auto will terminate on the effective date of the other insurance.

12. DIVIDEND PROVISION

You are entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

13. DECLARATIONS

By accepting this policy, **you** agree that:

- (a) The statements in **your** application and in the declarations are **your** agreements and representations;
- (b) This policy is issued in reliance upon the truth of these representations; and
- (c) This policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

14. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

- 1. At the time application is made; or
- 2. At any time during the policy period; or
- 3. In connection with the presentation or settlement of a claim .

15. EXAMINATION UNDER OATH

The **insured** or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require.

16. DISPOSAL OF VEHICLE

If **you** relinquish possession of a leased vehicle or if you sell or relinquish ownership of an **owned auto**, any coverage provided by this policy for that vehicle will terminate on the date and at the time **you** do so.

17. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the statutes of the state of Missouri are amended to conform to those statutes.

18. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Missouri.

SERVICE CHARGES

All references to "service charge" on policy documents, billing statements, installment bills, memoranda, etc., are interpreted to mean "installment premium charge."

SECTION VI
AMENDMENTS AND ENDORSEMENTS
Special Endorsement - United States
Government Employees

- A. Under the Property Damage coverage of Section I, we provide coverage to United States Government employees, civilian, or military using:
 - 1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
 - 2. Rented motor vehicles used for United States Government business, when such use is with the permission of the United States Government. Subject to the limits described in paragraph B below, we will pay sums **you** are legally obligated to pay for damage to these vehicles.
 - B. The following limits apply to this coverage:
 - 1. A \$100 deductible applies to each occurrence.
 - 2. For vehicles described in A.1. above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) Two months basic pay of the **insured**; or
 - (d) The limit of Property Damage liability coverage stated in the declarations.
 - 3. For vehicles described in A.2 above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) The limit of Property Damage liability coverage stated in the declarations.
- This insurance is excess over other valid and collectible insurance.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY
ASSOCIATION COVERAGE LIMITATION

As we are a member of the Missouri Property and Casualty Insurance Guaranty Association, the Association will pay claims covered under the Missouri Property and Casualty Insurance Guaranty Association Act, if we become insolvent. We must notify **you** that the following limitations apply, subject to all other provisions of the Act:

- 1. Claims covered by the Association do not include a claim by or against an **insured** of an insolvent insurer if that **insured** has a net worth of \$25 million or more on the date we become insolvent.
 - 2. Payments made by the Association for covered claims will include only that amount which is in excess of \$100 and less than \$300,000.
- However, the Association will not:
- (a) Be obligated to an **insured** or claimant in excess of the limits of liability of the policy from which the claim arises;
 - or
 - (b) Return to the **insured** any unearned premium in excess of \$10,000.

These limitations do not affect the coverage we will provide under this policy.

W. C. E. Robinson
Secretary

O. M. Nicely
President

GEICO

ONE GEICO PLAZA
Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

**Nevada
Family
Automobile
Insurance
Policy**

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Whenever, "he," "his," "him," "himself" appears in this policy, you may read "she," "her," "hers," or "herself."

AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with you, the policyholder. Relying on the information you have furnished and the declarations attached to this policy and if you pay your premium when due, we will do the following:

SECTION I - LIABILITY COVERAGES

Your Protection Against Claims From Others

Bodily Injury Liability And Property Damage Liability

DEFINITIONS

The words italicized in Section I of this policy are defined below.

1. **Auto business** means the business of selling, repairing, servicing, storing, transporting or parking of autos.
2. **Bodily injury** means bodily injury to a person, including resulting sickness, disease or death.
3. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
4. **Insured** means a person or organization described under PERSONS INSURED.
5. **Non-owned auto** means an automobile or **trailer** not owned by or furnished for the regular use of either **you** or a **relative**, other than a **temporary substitute auto**. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
6. **Owned auto** means:
 - (a) A vehicle described in this policy for which a premium charge is shown for these coverages;
 - (b) A **trailer** owned by **you**;
 - (c) A **private passenger, farm** or **utility auto** which **you** acquire ownership of during the policy period or for which **you** enter into a lease for a term of six months or more during the policy period, if
 - (i) It replaces an **owned auto** as defined in (a) above; or
 - (ii) We insure all **private passenger, farm** and **utility autos** owned or leased by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later;
 - (d) A **temporary substitute auto**.
7. **Private passenger auto** means a four-wheel private passenger, station wagon or jeep-type auto.
8. **Relative** means a person related to **you** who resides in **your** household.
9. **Temporary substitute auto** means an automobile or **trailer**, not owned by **you**, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the **owned auto** or **trailer** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
10. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm** or **utility auto**.
11. **Utility auto** means a vehicle, other than a **farm auto**, with a gross vehicle weight of 15,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
12. **War** means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution.
13. **You** or **your** means the policyholder named in the declarations or his or her spouse if a resident of the same household.

LOSSES WE WILL PAY FOR YOU UNDER SECTION I

Under Section I, we will pay damages which an **insured** becomes legally obligated to pay because of:

1. **Bodily injury**, sustained by a person, and;
2. Damage to or destruction of property, arising out of the ownership, maintenance or use of the **owned auto** or a **non-owned auto**. We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered lawsuit.
3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
 - (a) Before the judgment, where owed by law, and until we pay, offer to pay, or deposit in court the amount due under this coverage;
 - (b) After the judgment, and until we pay, offer to pay, or deposit in court, the amount due under this coverage.
4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of our liability.

5. Premiums for bail bonds paid by an **insured** due to traffic law violations arising out of the use of an **owned** or **non-owned auto**, not to exceed \$250 per bail bond.
6. We will upon request by an **insured**, provide reimbursement for the following items:
 - (a) Costs incurred by any **insured** for first aid to others at the time of an accident involving an **owned auto** or **non-owned auto**.
 - (b) Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.
 - (c) All reasonable costs incurred by an **insured** at our request.

EXCLUSIONS

When Section I Does Not Apply

Section I does not apply to any claim or suit for damage if one or more of the exclusions listed below applies.

1. Section I does not apply, in excess of the minimum financial responsibility limits, to any vehicle used to carry goods for hire.
2. **Bodily injury** or property damage caused intentionally by or at the direction of an **insured** is not covered.
3. We do not cover **bodily injury** or property damage that is insured under a nuclear liability policy.
4. **Bodily injury** or property damage arising from the operation of farm machinery is not covered.
5. **Bodily injury** to an employee of an **insured** arising out of and in the course of employment by an **insured** is not covered.
However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.
6. We do not cover **bodily injury** to a fellow employee of an **insured** if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend **you** if suit is brought by a fellow employee against **you** alleging use, ownership or maintenance of an auto by **you**.
7. We do not cover an **owned auto** while used by a person (other than **you** or a **relative**) when he is employed or otherwise engaged in the **auto business**.
8. A **non-owned auto** while maintained or used by any person is not covered while such person is employed or otherwise engaged in (1) any **auto business** if the accident arises out of that business; (2) any other business or occupation of any **insured** if the accident arises out of that business or occupation, except a **private passenger auto** used by **you** or **your** chauffeur or domestic servant while engaged in such other business.
9. We do not cover damage to:
 - (a) Property owned, operated or transported by an **insured**; or
 - (b) Property rented to or in charge of an **insured** other than a residence or private garage.
10. We do not cover an auto acquired by **you** during the policy term, if **you** have purchased other liability insurance for it.
11. We do not cover:
 - (a) The United States of America or any of its agencies;
 - (b) Any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.
12. We do not cover **bodily injury** or property damage caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
13. **Bodily injury** or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
14. **Bodily injury** or property damage that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
15. We do not cover any liability assumed under any contract or agreement.
16. Regardless of any other provision in this policy, there is no coverage for punitive or exemplary damages.
17. We do not cover **bodily injury** or property damage that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.
18. Section I does not apply to any vehicle used to carry persons for compensation or a fee. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.

PERSONS INSURED

Who Is Covered

Section I applies to the following as **insureds** with regard to an **owned auto**:

1. **You** and **your relatives**;
2. Any other person using the auto with **your** permission. The actual use must be within the scope of that permission;

3. Any other person or organization for his or its liability because of acts or omissions of an **insured** under 1. or 2. above. Section I applies to the following with regard to a **non-owned auto**:

1. (a) **You**;
(b) **Your relatives** when using a **private passenger, farm or utility auto or trailer**.

Such use by **you** or **your relatives** must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permission;

2. A person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an **insured** under 1. above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of **insureds** involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law. The **insured** agrees to reimburse us for payments made by us which we would not have had to make except for this agreement.

OUT OF STATE INSURANCE

When the policy applies to the operation of a motor vehicle outside of **your** state, we agree to increase **your** coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that **you** are protected by another insurance policy. No person can be paid more than once for any item of loss.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of any one occurrence.
3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

OTHER INSURANCE

If the **insured** has other insurance against a loss covered by Section I of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for losses arising out of the ownership, maintenance or use of a vehicle **you** do not own shall be excess over other valid and collectible insurance.

CONDITIONS

The following conditions apply to Section I:

1. NOTICE

As soon as possible after an occurrence, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the occurrence;
- (c) The names and addresses of the injured, and of any witnesses; and
- (d) The names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an **insured**, he must promptly send us each demand, notice, summons or other process received.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the occurrence;
- (b) In making settlements;
- (c) In the conduct of suits;

- (d) In enforcing any right of contribution or indemnity against any legally or responsible person or organization because of **bodily injury** or property damage;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

Only at his own cost will the **insured** make a payment, assume any obligation or incur any cost other than for first aid to others.

4. ACTION AGAINST US

No suit will lie against us:

- (a) Unless the **insured** has fully complied with all the policy's terms and conditions, and
- (b) Until the amount of the **insured's** obligation to pay has been finally determined, either:
 - (i) By a final judgment against the **insured** after actual trial; or
 - (ii) By written agreement of the **insured**, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the **insured**, has a right under this policy to make us a defendant in an action to determine the **insured's** liability.

Bankruptcy or insolvency of the **insured** or his estate will not relieve us of our obligations.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION II - AUTO MEDICAL PAYMENTS Protection For You And Your Passengers For Medical Expenses

DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, **occupying** means in or upon or entering into or alighting from.

PAYMENTS WE WILL MAKE

Under this Coverage, we will pay all reasonable expenses actually incurred by an **insured** within one year from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The one year limit does not apply to funeral services.

This Coverage applies to:

1. **You** and each **relative** who sustains **bodily injury** caused by accident:
 - (a) While **occupying** the **owned auto**; or
 - (b) While **occupying** a **non-owned auto** if **you** or **your relative** reasonably believe **you** have the owner's permission to use the auto and the use is within the scope of that permission; or
 - (c) When struck as a pedestrian by an auto or **trailer**.
2. Any other person who sustains **bodily injury** caused by accident while **occupying** the **owned auto** while being used by **you**, a resident of **your** household, or other persons with **your** permission.

EXCLUSIONS

When Section II Does Not Apply

1. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry goods for hire.
2. There is no coverage for an **insured** while **occupying** a vehicle located for use as a residence or premises.
3. **You** and **your relatives** are not covered for **bodily injury** sustained while **occupying** or when struck by:
 - (a) A farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
 - (b) A vehicle operated on rails or crawler-treads.
4. There is no coverage for persons employed in the **auto business**, if the accident arises out of that business and if benefits are required to be provided under a workers' compensation law.
5. There is no coverage for **bodily injury** sustained due to **war**.

6. The United States of America or any of its agencies are not covered as an **insured**, a third party beneficiary, or otherwise.
7. We do not cover **bodily injury** caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
8. There is no coverage for **bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
9. There is no coverage for **bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents.
10. There is no coverage for **bodily injury** that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.
11. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry persons for compensation or a fee. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.

LIMIT OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to "each person" is the limit we will pay for all costs incurred by or on behalf of each person who sustains **bodily injury** in one accident. This applies regardless of the number of persons insured or the number of autos or **trailers** to which this policy applies.

OTHER INSURANCE

If the **insured** has other medical payments insurance against a loss covered by Section II of this policy, we will not owe more than our pro rata share of the total coverage available.

Any insurance we provide to a person who sustains **bodily injury** while **occupying** a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to this Coverage:

1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** has fully complied with all the policy terms.

4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records.

The injured person will submit to an examination by doctors chosen by us and at our expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the **insured**.

SECTION III - PHYSICAL DAMAGE COVERAGES

Your Protection For Loss Or Damage To Your Car

DEFINITIONS

The definitions of the terms **auto business, farm auto, private passenger auto, relative, temporary substitute auto, utility auto, you, your,** and **war** under Section I apply to Section III also. Under this Section, the following special definitions apply:

1. **Actual cash value** is the replacement cost of the auto or property less **depreciation** or **betterment**.
2. **Betterment** is improvement of the auto or property to a value greater than its pre-loss condition.
3. **Collision** means **loss** caused by upset of the covered auto or its collision with another object, including an attached vehicle.
4. **Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:
 - (a) Are permanently installed or attached; or
 - (b) Alter the performance of the vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signal, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or newly acquired vehicle using bolts or brackets, including slide-out brackets.
5. **Depreciation** means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.
6. **Insured** means:
 - (a) Regarding the **owned auto**:
 - (i) **You** and **your relative**;
 - (ii) A person or organization maintaining, using or having custody of the auto with **your** permission, if his use is within the scope of that permission.
 - (b) Regarding a **non-owned auto; you** and **your relatives**, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.
7. **Loss** means direct and accidental loss of or damage to:
 - (a) The auto, including its equipment; or
 - (b) Other insured property.
8. **Non-owned auto** means a **private passenger, farm** or **utility auto** or **trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You** or **your relative** must be using the auto or **trailer** within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
9. **Owned auto** means:
 - (a) Any vehicle described in this policy for which a specific premium charge indicates there is coverage;
 - (b) A **private passenger, farm** or **utility auto** or a **trailer**, ownership of which is acquired by **you** during the policy period; if
 - (i) It replaces an **owned auto** as described in (a) above, or
 - (ii) We insure all **private passenger, farm, utility autos** and **trailers** owned by **you** on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward;
 - (c) A **temporary substitute auto**.
10. **Trailer** means a trailer designed for use with a **private passenger auto** and not used as a home, office, store, display or passenger trailer.

LOSSES WE WILL PAY FOR YOU

Comprehensive (Excluding **Collision**)

1. We will pay for each **loss**, less the applicable deductible, caused other than by **collision**, to the **owned** or **non-owned auto**. This includes breakage of glass and **loss** caused by:

(a) Missiles;	(f) Larceny;	(k) Hail;	(p) Riot; or
(b) Falling objects;	(g) Explosion;	(l) Water;	(q) Civil commotion.
(c) Fire;	(h) Earthquake;	(m) Flood;	
(d) Lightning;	(i) Colliding with a bird or animal;	(n) Malicious mischief;	
(e) Theft;	(j) Windstorm;	(o) Vandalism;	

No deductible will apply to **loss** caused by:

- (a) Fire, lightning, smoke, smudge; or
- (b) Damage sustained while the vehicle is being transported on any conveyance.

At the option of the **insured**, breakage of glass caused by **collision** may be paid under the Collision Coverage, if included in the policy.

- 2. We will pay, up to \$200 per occurrence, less any deductible shown in the declarations, for **loss** to personal effects due to:
 - (a) Fire;
 - (b) Lightning;
 - (c) Flood;
 - (d) Theft of the entire automobile;
 - (e) Falling objects;
 - (f) Earthquake; or
 - (g) Explosion.

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

No deductible will apply due to **loss** by fire or lightning.

- 3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

Collision

- 1. We will pay for **collision loss** to the **owned or non-owned auto** for the amount of each **loss** less the applicable deductible.
- 2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.
- 3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

- 1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive Coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the **loss**.
Reimbursement will not exceed \$25 per day nor \$750 per **loss**.
- 2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.

EXCLUSIONS

When The Physical Damage Coverages Do Not Apply

- 1. An auto used to carry goods for hire is not covered.
- 2. **Loss** due to **war** is not covered.
- 3. We do not cover **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.
- 4. There is no coverage for **loss** caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
- 5. Tires, when they alone are damaged by **collision**, are not covered.
- 6. **Loss** due to radioactivity is not covered.
- 7. **Loss** to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.
- 8. We do not cover **loss** to any radar or laser detector.
- 9. We do not cover **trailers** when used for business or commercial purposes with vehicles other than **private passenger, farm or utility autos**.
- 10. We do not cover any physical damage to an auto being driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature whether or not prearrange or organized.
- 11. There is no coverage for **loss** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
- 12. There is no coverage for **loss** that results from bio-chemical attack or exposure to bio-chemical agents.
- 13. We do not cover **loss** for **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
- 14. There is no coverage for any liability assumed under any contract or agreement.
- 15. There is no coverage for **loss** or damage resulting from:
 - (a) The acquisition of a stolen vehicle;

- (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or any claiming an ownership interest in the vehicle;
 - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities; or
 - (d) The sale of an **owned auto**.
16. There is no coverage for the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you**, a **relative** or a permissive user of the vehicle in illegal activity.
17. We do not cover **loss** that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.
18. There is no coverage for any vehicle used to carry persons for compensation or a fee. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.

LIMIT OF LIABILITY

The limit of our liability for **loss**:

1. Is the **actual cash value** of the property at the time of the **loss** ;
2. Will not exceed the prevailing competitive price to repair or replace the property at the time of **loss**, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution of value claimed to result from the **loss**. Although **you** have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price, which is the price we can secure from a competent and conveniently located repair facility. At **your** request, we will identify a repair facility that will perform the repairs at the prevailing competitive price;
3. To personal effects arising out of one occurrence is \$200;
4. To a **trailer** not owned by **you** is \$500;
5. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

Actual cash value of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro- rata share of the total coverage available.

Any insurance we provide for a vehicle **you** do not own shall be excess over any other valid and collectible insurance .

CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

1. NOTICE

As soon as possible after a **loss**, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) A description of the auto or **trailer**;
- (c) The time, place and details of the **loss**; and
- (d) The names and addresses of any witnesses.

In case of theft, the **insured** must promptly notify the police.

2. TWO OR MORE AUTOS

If this policy covers two or more autos or **trailers**, the limit of coverage and any deductibles apply separately to each.

3. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the **loss**;
- (b) In making settlements;
- (c) In the conduct of suits;
- (d) In enforcing any right of subrogation against any legally responsible person or organization;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of **loss** is determined.

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

5. INSURED'S DUTIES IN EVENT OF LOSS

In the event of **loss** the **insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 91 days after **loss**, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the **insured** will exhibit the damaged property.

6. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF LOSS

We may at our option:

- (a) Pay for the **loss**; or
- (b) Repair or replace the damaged or stolen property.

At any time before the **loss** is paid or the property replaced, we may return any stolen property to **you** or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for **loss** either with the **insured** or the owner of the property.

8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the **loss** of the auto.

9. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after **loss** to prejudice these rights.

This means we will have the right to sue for or otherwise recover the **loss** from anyone else who may be held responsible.

10. ASSIGNMENT

With respect to Section III, Physical Damage Coverages, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of a nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

SECTION IV - UNINSURED MOTORISTS COVERAGE

Protection For *You* And *Your* Passengers For Injuries Caused By Uninsured And *Hit-And-Run* Motorists

DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

- 1. **Hit-and-run motor vehicle** is a motor vehicle causing **bodily injury** to an **insured** through physical contact with him or with an auto he is **occupying** at the time of the accident and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the auto **occupied** by the **insured** at the time of the accident.
- 2. **Insured** means:
 - (a) The individual named in the declarations and his or her spouse if a resident of the same household;
 - (b) **Relatives** of (a) above if residents of his household;
 - (c) Any other person while **occupying** an **owned auto**;

(d) Any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b), and (c) above.

If there is more than one **insured**, our limit of liability will not be increased.

3. **Insured auto** is an auto:

- (a) Described in the declarations and covered by the bodily injury liability coverage of this policy;
- (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or
- (c) Operated by **you** or **your** spouse if a resident of the same household.

But the term **insured auto** does not include:

- (i) An auto used to carry passengers or goods for hire, except in a car pool;
- (ii) An auto being used without the owner's permission; or
- (iii) Under subparagraphs (b) and (c) above, an auto owned by or furnished for the regular use of an **insured**.

4. **Occupying** means in, upon, entering into or alighting from.

5. **State** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.

6. **Underinsured motor vehicle** means a motor vehicle which has a liability bond or insurance that applies at the time of the accident but the limits of that insurance are less than the amount the **insured** is legally entitled to recover for damages.

7. **Uninsured motor vehicle** is a motor vehicle which has no bodily injury liability bond or insurance policy applicable with liability limits complying with the financial responsibility law of the **state** in which the **insured auto** is principally garaged at the time of an accident. This term also includes an auto whose insurer is or becomes insolvent or denies coverage and an **underinsured motor vehicle**.

The term **uninsured motor vehicle** does not include:

- (a) An **insured auto**;
- (b) An auto owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (c) An auto owned by the United States of America, any other national government, a state, or a political sub-division of any such government or its agencies;
- (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises;
- (e) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

LOSSES WE PAY

Under the Uninsured Motorists Coverage we will pay damages for **bodily injury** caused by accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **hit-and-run motor vehicle** arising out of the ownership, maintenance or use of that auto.

The amount of the **insured's** recovery for these damages will be determined by agreement between the **insured** or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

EXCLUSIONS

When Section IV Does Not Apply

- 1. This Coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent.
- 2. There is no coverage for **bodily injury** sustained by an **insured** while operating, **occupying** or through being struck by a motor vehicle owned by or available for the regular use of **you** or any **relative** and which is not insured under the liability coverage of this policy.
- 3. The Uninsured Motorists Coverage will not benefit any workers' compensation insurer, self insurer, or disability benefits insurer.
- 4. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
- 5. We do not cover any person while **occupying** a vehicle described in the declarations on which Uninsured Motorists Coverage is not carried.
- 6. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages under the Uninsured or Underinsured Motorists coverage of this policy.
- 7. **Bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation, or contamination is not covered.
- 8. **Bodily injury** that results from bio-chemical attack or exposure to bio-chemical agent is not covered.

9. This coverage does not apply to any liability assumed under any contract or agreement.
10. This coverage does not apply to damage caused by an **insured's** participation in or preparation for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
11. There is no coverage for **bodily injury** that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** insured, persons covered or premiums paid for this policy:

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations for "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of one accident.
2. The limit of liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of one accident.
3. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid or payable under the Bodily Injury Coverage or Medical Payments Coverage of this policy; or
- (b) Paid or payable under any worker's compensation law, disability benefits law or any similar law.

We will pay, up to the limits selected, any amount of damages for **bodily injury** which the named insured is legally entitled to recover from the owner or operator of the other vehicle to the extent that those damages exceed the limits of bodily injury carried by that owner or operator.

The limitations in this paragraph apply:

- (a) Regardless of the number of Uninsured Motorists premiums paid;
- (b) Regardless of whether the **insured auto** is covered under a single, multi-vehicle policy, or under separate policies;
- (c) To insurance issued by us as well as other insurance.

4. ANTI-STACKING

IF YOU OR ANY OTHER INSURED IS IN AN ACCIDENT:

(A) IN AN INSURED AUTO WE WILL NOT PAY MORE THAN THE LIMIT OF COVERAGE FOR THAT PARTICULAR INSURED AUTO.

(B) IN A MOTOR VEHICLE OTHER THAN YOUR INSURED AUTO OR WHILE AS A PEDESTRIAN, WE WILL NOT PAY MORE THAN THE LIMIT OF COVERAGE WHICH YOU HAVE ON ANY ONE OF YOUR INSURED AUTOS.

THIS LIMIT OF COVERAGE APPLIES REGARDLESS OF THE NUMBER OF POLICIES, INSUREDS, YOUR INSURED AUTOS, CLAIMS MADE, OR MOTOR VEHICLE INVOLVED IN THE ACCIDENT. COVERAGES ON OTHER MOTOR VEHICLES INSURED BY US CANNOT BE ADDED OR STACKED ON THE COVERAGE OF YOUR INSURED AUTO THAT COVERS THE LOSS.

OTHER INSURANCE

When an **insured** occupies an auto not described in this policy, this insurance is excess over any other similar insurance available to the **insured** and the insurance which applies to the occupied auto is primary.

Except as provided above, if the **insured** has other similar insurance available to him and applicable to the accident, the damages will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the **insured** has other insurance against a loss covered by the Uninsured Motorist provisions of this policy, we will not be liable for more than our pro-rata share of the total coverage available.

This provision will not apply if **you** have purchased separate coverage on the **insured auto** and have paid a premium calculated for full reimbursement under that coverage.

ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any **insured** and us regarding:

- (a) The extent to which the **insured** is legally entitled to recover against an owner or operator of an **uninsured motor vehicle** (i.e., issues of liability); or
- (b) The amount of damages sustained by the **insured**

may be arbitrated. However, neither the **insured** nor we will be required to arbitrate unless arbitration is expressly required by state law. Unless so required, binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this Coverage in a particular policy, or the application of this Coverage to a particular claim or claimant.

An award by any two arbitrators up to the per person financial responsibility or compulsory liability limit of the **state** in which the policy is rated shall be binding upon the parties. When an award exceeds this per-person limit, either party shall have the right to a trial on all the issues in a court of competent jurisdiction. This right must be exercised within 60 days of the award. Where such right is exercised by either party, the judgment of the arbitrators shall not be binding on either party.

We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by **you** and us. Attorney fees and expenses will be paid by the party incurring them.

TRUST AGREEMENT

When we make a payment under this Coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment the **insured** recovers from any person or organization legally responsible for the **bodily injury**.
2. The **insured** will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for these damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
3. At our written request, the **insured**, in his own name, will take, through a designated representative, appropriate actions necessary to recover payment for damages from the legally responsible person or organization. The **insured** will pay us out of the recovery for our expenses, costs and attorneys' fees.
4. The **insured** will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

The following conditions apply only to the Uninsured Motorists Coverage:

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

If the **insured** or his legal representative files suit before we make a settlement under this Coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require the **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM - MEDICAL REPORTS

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

5. PAYMENT OF LOSS

Any amount due is payable:

- (a) To the **insured** or his authorized representative;
- (b) If the **insured** is a minor, to his parent or guardian; or
- (c) If the **insured** is deceased, to his surviving spouse; otherwise
- (d) To a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may, at our option, pay an amount due in accordance with (d) above.

SECTION V - GENERAL CONDITIONS

These conditions apply to all Coverages in this policy.

1. TERRITORY - POLICY PERIOD

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or when the auto is being transported between ports thereof.

Unless otherwise canceled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at **your** address stated in the declarations.

2. PREMIUM

When **you** dispose of, acquire ownership of, or replace a **private passenger, farm or utility auto**, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, **your** policy will automatically include the broader coverage when effective in **your** state.

The premium for each auto is based on the information we have in **your** file. **You** agree:

- (a) That we may adjust **your** policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed.
- (b) That **you** will cooperate with us in determining if this information is correct and complete.
- (c) That **you** will notify us of any changes in this information.

Any calculation or recalculation of **your** premium or changes in **your** coverage will be based on the rules, rates and forms on file, if required, for our use in **your** state.

4. ASSIGNMENT

Your rights and duties under this policy may not be assigned without our written consent.

If **you** die, this policy will cover:

- (a) **Your** surviving spouse;
- (b) The executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties;
- (c) Any person having proper temporary custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate; and
- (d) Under the Medical Payments Coverage, a person who was a **relative** at the time of **your** death.

5. CANCELLATION BY THE *INSURED*

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective.

If this policy is canceled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

6. CANCELLATION BY US

We may cancel this policy by mailing to **you**, at the address shown in this policy, written notice stating when the cancellation will be effective.

We will mail this notice:

- (a) 10 days in advance if the proposed cancellation is for non-payment of premium or any of its installments when due;
- (b) 10 days in advance if the policy has been in effect for less than 70 days at the time notice of cancellation is mailed and this is not a renewal policy;
- (c) 30 days in advance in all other cases.

The mailing or delivery of the above notice will be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is canceled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals. Payment or tender of unearned premium is not a condition of cancellation.

7. CANCELLATION BY US IS LIMITED

After this policy has been in effect for 70 days or, if the policy is a renewal, effective immediately, we will not cancel except for any of the following reasons:

- (a) Failure to pay a premium when due;
- (b) Conviction of the **insured** of a crime arising out of acts increasing the hazard insured against;

- (c) Discovery of fraud or misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
- (d) Discovery of:
 - (1) An act or omission; or
 - (2) A violation of any condition of the policy, which occurred after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.
- (e) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.
- (f) A determination by the Commissioner that a continuation of the insurer's present volume of premiums would jeopardize the insurer's solvency or be hazardous to the interests of policyholders of the insurer, its creditors or public; or
- (g) A determination by the Commissioner that the continuation of the policy would violate, or place the insurer in violation of, any provision of the Code.

We have the right, at renewal, to modify the Comprehensive Coverage under Section III by offering a higher deductible. Our failure to cancel for any reasons listed above will not obligate us to renew the policy.

8. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to **you**, at the address shown in this policy, at least 30 days prior to the expiration date. The mailing or delivery of this notice by us will be sufficient proof of notice. This policy will expire without notice if any of the following conditions exist:

- (a) **You** do not pay any premium as we require to renew this policy.
- (b) **You** have informed us or our agent that **you** wish the policy to be canceled or not renewed.
- (c) **You** do not accept our offer to renew or **you** refuse to provide us with renewal classification and rating information as we may require.

9. OTHER INSURANCE

If other insurance is obtained on **your** insured auto, any similar insurance afforded under this policy for that auto will terminate on the effective date of the other insurance.

10. DIVIDEND PROVISION

You may be entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

11. DECLARATIONS

By accepting this policy, **you** agree that:

- (a) The statements in **your** application and in the declarations are **your** agreements and representations;
- (b) This policy is issued in reliance upon the truth of these representations; and
- (c) This policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

12. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

- (a) At the time of application; or
- (b) At any time during the policy period; or
- (c) In connection with the presentation or settlement of a claim.

13. EXAMINATION UNDER OATH

The **insured** or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require.

14. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the statutes of Nevada are amended to conform to those statutes.

15. DISPOSAL OF VEHICLE

If **you** relinquish possession of a leased vehicle or if **you** sell or relinquish ownership of an **owned auto**, any coverage provided by this policy for that vehicle will terminate on the date **you** do so.

16. CHOICE OF LAW

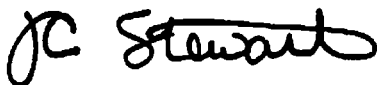
The policy and any amendment(s) or endorsement(s) are to be interpreted pursuant to the laws of the state of Nevada.

SECTION VI - AMENDMENTS AND ENDORSEMENTS

1. SPECIAL ENDORSEMENT UNITED STATES GOVERNMENT EMPLOYEES

- A. Under the Property Damage coverage of Section I, we provide coverage to United States Government employees, civilian or military, using
1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
 2. Rented motor vehicles used for United States Government business,
- when such use is with the permission of the United States Government. Subject to the limits described in paragraph B. below, we will pay sums **you** are legally obligated to pay for damage to these vehicles.
- B. The following limits apply to this Coverage:
1. A \$100 deductible applies to each occurrence.
 2. For vehicles described in A.1. above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) Two months basic pay of the **insured**; or
 - (d) The limit of Property Damage liability coverage stated in the declarations.
 3. For vehicles described in A.2. above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) The limit of Property Damage liability coverage stated in the declarations.

This insurance is excess over other valid and collectible insurance.



J. C. Stewart
Secretary



O. M. Nicely
President

EXHIBIT C

GEICO

Jacksonville Office
 R6ADSuppNFlorida@geico.com
 visit us online at www.geico.com
 1320 Tamokafarms rd
 Daytona Beach, FL 32124
 Phone: (386) 212-7082
 Fax: (855) 851-6097

Claim #: 0111090880101032-01
 Workfile ID: 1487cd59

Estimate of Record

Written By: JASON BROWN, 7/3/2017 3:15:28 PM
 Adjuster: BROWN, JASON

Insured: Rachel Lorenti Owner Policy #: 4414838617 Claim #: 0111090880101032-01
 Type of Loss: Collision Date of Loss: 06/28/2017 04:50 PM Days to Repair: 2
 Point of Impact: 01 Right Front Deductible: 1000.00

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
Rachel Lorenti 309 Cambridge Ct St Augustine, FL 32086 (561) 339-3812 Cellular	residence residence 309 Cambridge Ct St Augustine, FL 32086 Other (561) 339-3812 Day	JASOBROWN@GEICO.COM (386) 212-7082	TOTAL LOSS

VEHICLE

2004 JEEP Liberty Sport 4WD 4D UTV 6-3.7L Gasoline SMPI brown

VIN: 1J4GL48K54W136110 Production Date:
 License: HUPU93 Odometer: 232905 Interior Color:
 State: FL Condition: Good Exterior Color: brown

TRANSMISSION	Privacy Glass	Search/Seek	WHEELS
Automatic Transmission	Console/Storage	CD Player	Styled Steel Wheels
Overdrive	CONVENIENCE	SAFETY	PAINT
4 Wheel Drive	Air Conditioning	Drivers Side Air Bag	Clear Coat Paint
POWER	Intermittent Wipers	Passenger Air Bag	Metallic Paint
Power Steering	Tilt Wheel	4 Wheel Disc Brakes	OTHER
Power Brakes	Rear Defogger	ROOF	California Emissions
Power Windows	Keyless Entry	Luggage/Roof Rack	TRUCK
Power Locks	Rear Window Wiper	Electric Glass Sunroof	Rear Step Bumper
Power Mirrors	RADIO	SEATS	Trailer Hitch
DECOR	AM Radio	Bucket Seats	
Dual Mirrors	FM Radio	Reclining/Lounge Seats	
Body Side Moldings	Stereo	Leather Seats	

Claim #: 0111090880101032-01
 Workfile ID: 1487cd59

Estimate of Record

2004 JEEP Liberty Sport 4WD 4D UTV 6-3.7L Gasoline SMPI brown

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				2.4	
3	*	Repl Bumper cover Sport gray textured B30%	5GJ63HS5AC	1	<u>131.00</u>	Incl.	
4		GRILLE					
5	**	Repl A/M CAPA Grille	CH1200232PP	1	180.00	Incl.	1.8
6		Add for Clear Coat					0.7
7		HOOD					
8	*	Repl LKQ hood	EE0125	1	<u>318.50</u>	0.6	2.8
9		Overlap Major Adj. Panel					-0.4
10		Add for Clear Coat					0.5
11		FENDER					
12	*	Repl LKQ RT fender assy +20%	130178	1	87.00	0.6	2.0
13		Overlap Major Non-Adj. Panel					-0.2
14		Add for Clear Coat					0.4
15	**	Repl A/M RT Wheel flare Sport, from 4-5-01 silverstone	CH1269103	1	81.81	0.6	<u>0.0</u>
16		WINDSHIELD					
17	*	Repl LKQ Reservoir +20%	120350	1	30.00	<u>0.8</u>	
18		RADIATOR SUPPORT					
19	*	Repl Upper tie bar	55176763AE	1	<u>76.05</u>	0.7	0.8
20	#	Rpr setup for rough pull				2.0	
21	#	Rpr rough pull				2.0	
22		Repl Radiator support	55176756AE	1	140.00 s	2.5	1.0
23		Overlap Minor Panel					-0.2
24		Evacuate & recharge				m 1.4 M	
25		Refrigerant recovery				m 0.4 M	
26		Add for auto trans				m 0.2 M	
27		Aim headlamps				0.5	
28		Add for AC option				m 0.8 M	
29		WHEELS					
30	*	Repl LKQ RT/Front Wheel, alloy code WGW +20%	15K076	1	162.00 m	<u>0.3</u>	
31		Repl Valve stem	2073355	1	4.25		
32	#	Repl Restore Corrosion Protection		1	10.00 T	0.2	
33		FRONT DOOR					
34		Blnd RT Outer panel	55176882AD				1.2
35	*	R&I RT Body side midg Sport	5GF34HS5AC			<u>0.3</u>	
36		Repl RT Decal "Liberty"	5JN11CA1AB	1	59.25	0.2	
37		R&I RT Mirror power heated w/o memory	55155839AI			0.3	
38		R&I RT Handle, outside w/o lock cylinder	55360614AB			0.4	

Claim #: 0111090880101032-01
 Workfile ID: 1487cd59

Estimate of Record

2004 JEEP Liberty Sport 4WD 4D UTV 6-3.7L Gasoline SMPI brown

39	OTHER CHARGES			
40	#	E.P.C.	1	2.50
SUBTOTALS			1,282.36	17.2
			10.4	

NOTES

Prior Damage Notes:
 scratches on lift gate scratches on lft qtr scratch on lft rear door scratches on lft front door scratches on rt rear door

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,269.86
Parts Discount	\$ 410.55	-10.0 %	-41.06
Body Labor	14.4 hrs @	\$ 42.00 /hr	604.80
Paint Labor	10.4 hrs @	\$ 42.00 /hr	436.80
Mechanical Labor	2.8 hrs @	\$ 65.00 /hr	182.00
Paint Supplies	10.4 hrs @	\$ 24.00 /hr	249.60
Miscellaneous			10.00
Other Charges			2.50
Subtotal			2,714.50
Sales Tax	Tier 1	\$ 2,714.50 @ 6.5000 %	176.44
Total Cost of Repairs			2,890.94
Deductible			1,000.00
Bumper cover Sport gray textured B30%			41.86
Total Adjustments			1,041.86
Net Cost of Repairs			1,849.08

Claim #: 0111090880101032-01
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Estimate of Record

2004 JEEP Liberty Sport 4WD 4D UTV 6-3.7L Gasoline SMPI brown

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE (FLORIDA STATUTES TITLE XLVI, CHAPTER 817.234). FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH THE SECURITY AGREEMENT, IF ANY, COULD BE A VIOLATION OF S. 812.014, FLORIDA STATUTES. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION. IF A CHARGE FOR SHOP SUPPLIES OR HAZARDOUS OR OTHER WASTE REMOVAL IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL." IF A CHARGE FOR NEW TIRES OR A NEW OR REMANUFACTURED LEAD-ACID BATTERY IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: A \$1.00 FEE FOR EACH NEW MOTOR VEHICLE TIRE SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW MOTOR VEHICLE TIRES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX CHAPTER 403.718. A \$1.50 FEE FOR EACH NEW OR REMANUFACTURED LEAD-ACID BATTERY SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW OR REMANUFACTURED LEAD-ACID BATTERIES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX 403.7185.

Estimate of Record

2004 JEEP Liberty Sport 4WD 4D UTV 6-3.7L Gasoline SMPI brown

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE3WD02, CCC Data Date 6/16/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Claim #: 0111090880101032-01
Workfile ID: 1487cd59

Estimate of Record

2004 JEEP Liberty Sport 4WD 4D UTV 6-3.7L Gasoline SMPI brown

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Claim #: 0111090880101032-01
 Workfile ID: 1487cd59

Estimate of Record

2004 JEEP Liberty Sport 4WD 4D UTV 6-3.7L Gasoline SMPI brown

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
5	KEYSTONE - JACKSONVILLE, FL 4101 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#CH1200232PP A/M CAPA Grille Quote: 133640090 Expires: 08/17/17	\$ 180.00
8	Go Auto - Fenix Parts Michael Klauss 12270 New Kings Road Jacksonville FL 32219 (904) 765-4242	#EE0125 LKQ hood HOOD-5P.75,BLU	\$ 300.00
12	American Auto && Truck Sal Charlesschell 2363 US 441 PO Box 38 Fruitland Park FL 34731 (800) 329-8284	#130178 LKQ RT fender assy +20% FRONT FENDER RT-RH,BLU,4DR,000 - R., textured fender flare	\$ 72.50
15	Go-Parts COREY CUSTER 1050 CAMBRIDGE SQ STE C ALPHARETTA GA 30009 (770) 965-6400	#CH1269103 A/M RT Wheel flare Sport, from 4-5-01 silverstone	\$ 81.81
17	American Auto && Truck Sal Charlesschell 2363 US 441 PO Box 38 Fruitland Park FL 34731 (800) 329-8284	#120350 LKQ Reservoir +20% WASH RESERVOIR ASSY-	\$ 25.00
30	Go Auto - Fenix Parts Michael Klauss 12270 New Kings Road Jacksonville FL 32219 (904) 765-4242	#15K076 LKQ RT/Front Wheel, alloy code WGW +20% ALLOY WHEEL-2,A,LT SCRS FACE SIL LESS CTR - 16x7, aluminum, 5 spoke, wide spoke, f	\$ 135.00

EXHIBIT D



Payment Details

Issue Date: 07/18/2017

Paid To: ANTHONY MICHAEL LORENTI

Check Number: 617836607

Amount: \$2,145.80

Mail To: RACHEL L LORENTI
309 CAMBRIDGE CT
ST AUGUSTINE, FL 32086

Comments: COLLISION COVERAGE

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Frequently Asked Questions

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- › [Can I get payment for damage and go to a different shop?](#)
- › [I have my damage estimate. When will I receive payment and how soon will I get my check once it is issued?](#)
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EXHIBIT E



GEICO Indemnity Company

Attn: Salvage Department, PO BOX 13528
Macon, GA 31208-3528

7/3/2017

Rachel Lorenti
309 Cambridge Ct
St Augustine FL 32086--5641

Dear Rachel Lorenti,

The enclosed "Total Loss Settlement Explanation" is a breakdown of your vehicle's settlement. For your convenience, the Market Valuation is available on GEICO.com. The Net Settlement Amount is the Base Value of your vehicle, plus any applicable fees and adjustments. If you have any questions, please contact me at 386-212-7082. You can also access your claim information at GEICO.com.

Sincerely,

Jason Brown
386-212-7082

Encl: SHCL30

TOTAL LOSS SETTLEMENT EXPLANATION

Date July 3, 2017
 Accident Date June 28, 2017
 Claim Number 011109088-0101-032
 Company GEICO Indemnity Company
 Vehicle 2004 JEEP Liberty Sport 4WD
 VIN 1J4GL48K54W136110

Dear: Rachel Lorenti,

This is a brief explanation of your claim settlement:

Base Value		\$2,889.00
Condition Adjustment		\$51.00
Pre Tax Adjustment		\$0.00
Tax		\$205.80
Total Value		<u>\$3,145.80</u>
State and Local Regulatory Fees		\$0.00
Post Tax Adjustment		\$0.00
Less Deductible		\$1,000.00
Less Percent Negligent	0%	\$0.00
Less Retention Amount		\$0.00
Net Settlement Amount		<u>\$2,145.80</u>
Towing Charges		\$0.00
Storage Charges		\$0.00

State law requires that owners of total loss or salvage motor vehicles apply for a salvage certificate within 10 days after a total loss settlement.

Does Apply Does Not Apply

Any state sales tax due the owner through replacement of the vehicle will be considered when notice is given and purchase invoice presented.

Does Apply Does Not Apply

Adjuster Jason Brown Telephone No. 386-212-7082

Customer's Signature _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: GEICO Skims Off Mandatory Fees from Totaled Vehicle Payments](#)
