

Donald Mathre and
Mary Mathre
131 Evening Vista Ct
Rhome, TX 76078-5452

Policy Number: 94064234LX
Effective Date: DECEMBER 20, 2023

Dear Policyholder:

Please accept our sincere appreciation for insuring with Amica. Maintaining your trust and confidence continues to be our highest priority.

Enclosed, you will find your renewal Declarations page as well as related materials and necessary information. Please review the Information Digest, located at the end of your policy package, for important coverage descriptions and options.

For notices either required by law, material changes or included in further explanation of your renewal, refer to the Important Notices page enclosed after this letter.

We appreciate your business and look forward to servicing your insurance needs.

Amica Mutual Insurance Company
Lincoln, Rhode Island

CONTACT INFORMATION

For Policyholder Services:

Weekdays: 6 a.m. - 1 a.m. ET
Weekends: 7 a.m. - midnight ET

For Claims Services:

Our representatives are available 24/7.

Tel: (800) 242-6422

Visit Us Online

www.Amica.com
Amica Mobile App

Sign Up for eService

- Pay your bill
- Go paperless
- View your policy
- File or view a claim

The Amica logo is written in a large, elegant, black script font.

Where you can get information or make a complaint

If you have a question or a problem with a claim or your premium, contact your insurance company first. You can also get information or file a complaint with the Texas Department of Insurance.

Amica Mutual Insurance Company Amica Property and Casualty Insurance Company

To get information or file a complaint with your insurance company:

Call Amica Toll-free at:

Dallas - (800) 962-6422

Houston - (800) 532-6422

Online: www.amica.com

Email: SCOContactUsMailbox@AMICA.com

Mail:

Dallas Regional Office:

3001 Dallas Parkway, Suite 400
Frisco, TX 75034-8637

Houston Regional Office:

2150 Town Square Place, Suite 600
Sugar Land, TX 77479-1465

The Texas Department of Insurance

To get help with an insurance question, learn about your rights, or file a complaint with the state:

Call: 1-800-252-3439

Online: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
P.O. Box 12030, Austin, TX 78711-2030

To compare policies and prices

Visit HelpInsure.com to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Donde puede obtener información o presentar una queja

Si tiene una pregunta o un problema con una reclamación o con su prima de seguro, comuníquese primero con su compañía de seguros. Usted también puede obtener información o presentar una queja ante el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés).

Amica Mutual Insurance Company Amica Property and Casualty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a Amica:

Teléfono gratuito:

Dallas - (800) 962-6422

Houston - (800) 532-6422

En línea: www.amica.com

Dirección postal:

Dallas Regional Office:

3001 Dallas Parkway, Suite 400

Frisco, TX 75034-8637

Houston Regional Office:

2150 Town Square Place, Suite 600

Sugar Land, TX 77479-1465

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros, para conocer sus derechos o para presentar una queja ante el estado:

Llame: 1-800-252-3439

En línea: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
P.O. Box 12030, Austin, TX 78711-2030

Para comparar pólizas y precios

Visite HelpInsure.com para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

IMPORTANT NOTICE REGARDING YOUR TRANSPORTATION EXPENSE COVERAGE

This notice is to inform you of an important change to the transportation expense coverage in your automobile policy.

Transportation expenses are the costs you might incur for rental cars, bus fares, or taxis while your automobile is being repaired following a covered loss. In your expiring policy, if you carried Collision or Other Than Collision coverage, you had transportation expense coverage limits of \$20 per day, up to a maximum of \$600.

Going forward, we've made some changes that enhance and increase the flexibility of this coverage to meet your individual needs. These changes are as follows:

- Transportation expense coverage will now be provided through an endorsement called Optional Substitute Transportation Expenses Coverage. The minimum coverage available is now \$900 and there is no longer a daily limit. We offer limits up to \$5,000 maximum to meet your needs. Please note, not all limits are available for all policies.
- If you previously carried limits of \$20 per day, up to a maximum of \$600, you may have automatically been renewed with the \$900 optional coverage - please review your declarations page to confirm this.
- If you had previously carried higher limits, you may have been renewed with the new optional coverage that is comparable to your prior coverage - please review your declarations page to confirm this.
- As the name implies, the endorsement is optional. If you do not wish to carry coverage for transportation expenses, you can opt not to purchase the endorsement and reduce your policy premium.

Please review your personal automobile policy and declarations. If you have questions concerning this change, or you wish to change or remove the transportation expense coverage, please contact us at 1-800-962-6422.

IMPORTANT NOTICES

The following notice(s) are either required by law or included in further explanation of your policy.

Billing Information

Please note that a bill is not included with your policy package. The bill will be delivered to you closer to your policy effective date and approximately 20 days before your payment due date. If you are currently receiving paper bills, you have the option of signing up for electronic billing through our website at Amica.com.

All premiums quoted are subject to Texas Volunteer Fire Department Assistance Fund Assessment.

Stated Value Policy

The Collision Loss coverage and Other Than Collision Loss coverage for the vehicle(s) listed on this policy is provided on a stated amount basis for the amount listed on the Declarations page. This is the maximum amount we would pay in the event of a loss and is the amount we use in calculating your insurance premium. In the event of a loss, we would pay the lesser of the stated amount, the Actual Cash Value, or the amount necessary to repair or replace the vehicle. Taking this into consideration, it is very important the stated amount limit shown on your policy reflect the current value of your vehicle so that you do not incur excessive premium charges. If you are uncertain as to whether the stated amount limit is appropriate, you may wish to consider checking with reputable dealers or current advertisements. If you wish to revise the stated amount, simply contact our office.

RATE INCREASE NOTICE

Your automobile policy is renewing soon, and we're taking this opportunity to thank you for trusting Amica with your insurance needs.

The premium charge shown on your renewal policy reflects an increase in our automobile insurance rates. Rates for private passenger auto insurance are determined, in part, by the cost of settling claims. Claim severity has been rising for several years due to inflation, increasing medical costs and advancing vehicle technology that's more costly to repair.

We remain committed to providing you with a high-quality product at the most competitive price possible. We also offer an array of discounts for things like loyalty, bundling multiple policies and enrolling in automatic payments. You'll find a full list of possible discounts at **Amica.com**.

As always, please contact us directly with any insurance questions or requests. You can call, connect with the Amica Virtual Assistant (AVA) at **Amica.com**, or live chat with an Amica representative.

You never know when you might need your insurance company to come through for you. We're dedicated to delivering the service you need, when you need it. Thank you again for choosing Amica for your personal insurance protection.

**NON-RENEWALS FOR NOT-AT-FAULT ACCIDENTS OR CLAIMS
(28 TAC SS.5.7016)**

We may not use any of the following types of accidents or claims as the only reason for refusing to renew your personal auto policy:

1. a claim involving damage from a weather-related incident that does not involve a collision (some examples being hail, flood, tornado, winds or hurricanes);
2. an accident or claim involving damage by contact with an animal or a fowl;
3. an accident or claim involving damage caused by flying gravel, missiles or falling objects; however, if you have three of these losses in any 36-month period, we may increase your deductible to the higher of \$250 or the next available deductible increment higher than your present deductible amount, at your renewal date;
4. a claim under towing and labor protection; however, if you have four claims of this type in any 36-month period, we have the option of eliminating this coverage from your policy;
5. any other not-at-fault accident or claim unless there are two or more of these accidents or claims in any 12-month period.

"Refusal to renew" means our refusal to renew your personal auto policy in the same company which originally issued the policy.

To the extent of any possible conflict between this notice and the Texas Administrative Code (28TAC SS.5.7016), the latter will be controlling.

**MOTOR VEHICLE CRIME PREVENTION
AUTHORITY FEE**

Your payment includes a \$2.50 fee per vehicle. This fee goes to help fund: (1) auto burglary, theft, and fraud prevention, (2) criminal justice efforts, and (3) trauma care and emergency medical services for victims of accidents due to traffic offenses. By law, this fee funds the Motor Vehicle Crime Prevention Authority.

Amica Mutual Insurance Company
Providence, Rhode Island

Texas Volunteer Fire Department Assistance Fund

The total cost of this policy includes a charge for the Texas Volunteer Fire Department Assistance Fund. This fund was established by the Texas Legislature as a cost-sharing program funded by contributions from the insurance industry and administered by the Texas Forest Service. All property liability insurance companies that write fire, homeowners or private passenger automobile insurance in the state of Texas must pay assessments to the fund.

Insurance companies may recoup a portion of these assessments from their policyholders. The Texas Volunteer Fire Department Assistance Fund charges will not be used in determining any dividend we may pay on the policy.



Personal Auto Policy

A Non-Assessable Policy

Amica Mutual Insurance Company

Corporate
Office

One Hundred Amica Way
Lincoln, Rhode Island
Mail: PO Box 6008, Providence, RI 02940-6008

Policyholder
Service

Dallas Regional Office
3001 Dallas Parkway
Suite 400
Frisco, TX, 75034
1-800-962-6422

READ YOUR POLICY CAREFULLY

This policy is a legal contract between you and us.
The Personal Auto Policy has been:

- designed for your easy reference
 - simplified to make it more understandable; and
 - arranged to better display the available coverages.
-

YOUR PERSONAL AUTO POLICY QUICK REFERENCE

	DECLARATIONS PAGE Your Name and Address Your Auto or Trailer Policy Period Coverages and Amounts of Insurance	Beginning On Page
	AGREEMENT DEFINITIONS	1 1
PART A LIABILITY COVERAGE	Insuring Agreement Supplementary Payments Exclusions Limit of Liability Out of State Coverage Financial Responsibility Required Other Insurance	2
PART B MEDICAL PAYMENTS COVERAGE	Insuring Agreement Exclusions Limit of Liability Other Insurance	5
PART C UNINSURED MOTORISTS COVERAGE	Insuring Agreement Exclusions Limit of Liability Other Insurance Arbitration	6
PART D COVERAGE FOR DAMAGE TO YOUR AUTO	Insuring Agreement Transportation Expenses Exclusions Limit of Liability Payment of Loss No Benefit to Bailee Other Sources of Recovery Appraisal	8
PART E DUTIES AFTER AN ACCIDENT OR LOSS	General Duties Additional Duties for Uninsured Motorists Coverage Additional Duties for Coverage for Damage to Your Auto	11
PART F GENERAL PROVISIONS	Bankruptcy Changes Fraud Legal Action Against Us Our Right to Recover Payment Policy Period and Territory Termination Transfer of Your Interest in this Policy Two or More Auto Policies Mutual Provisions	12
ENDORSEMENTS	Additional benefits or restrictions	Following Page 14

CONTINUATION OF DECLARATIONS FOR TEXAS PERSONAL AUTO POLICY NO. 94064234LX

NAMED INSURED

Donald Mathre and
Mary Mathre

COVERAGE IS PROVIDED WHERE A PREMIUM AND A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE			
COVERAGES	LIMIT OF LIABILITY		PREMIUMS
A LIABILITY COVERAGE Combined Bodily Injury & Property Damage Liability	\$	each accident	AUTO 1 2019 HAUL
B MEDICAL PAYMENTS COVERAGE	\$	each person	
C UNINSURED MOTORISTS COVERAGE Combined Bodily Injury & Property Damage Liability (\$250 deductible applicable to P.D. liability)	\$	each accident	
D COVERAGE FOR DAMAGE TO YOUR AUTO			
Collision Loss	AUTO 1		
Stated Amount *	\$ 4,800		
minus deductible of	\$ 500		\$ 12.00
Other Than Collision Loss	AUTO 1		
Stated Amount *	\$ 4,800		
minus deductible of	\$ 250		\$ 8.00
TOWING AND LABOR COSTS	\$	per disablement	
OPTIONAL TRANSPORTATION EXPENSES			
AUTO 1			
*SUBJ TO COVERAGE FOR DAMAGE TO YOUR AUTO END			
GARAGING LOCATION			
1-IN GARAGE 121 Private Road 4245 Rhome TX 76078			

TOTAL PREMIUM \$ 20.00
TX VFD ASSESSMENT \$.02
TOTAL COST \$ 20.02

CONTINUATION OF DECLARATIONS FOR TEXAS PERSONAL AUTO POLICY NO. 94064234LX

NAMED INSURED

Donald Mathre and
Mary Mathre

SPECIAL DISCOUNTS

E-DISCOUNT
AUTOPAY DISCOUNT

Form and Endorsements made part of this policy at time of issue:

PP 00 01 01 05 PERSONAL AUTO POLICY
AM 01 28 07 23 AMENDMENT OF PERSONAL AUTO POLICY PROVISIONS
PP 01 50 01 20 AMENDMENT OF POLICY PROVISIONS - TEXAS
PP 03 08 06 94 COVERAGE FOR DAMAGE TO YOUR AUTO
PP 23 16 10 13 PERSONAL VEHICLE SHARING PROGRAM EXCLUSION ENDORSEMENT
TX 00 48 04 14 AMICA ADVANTAGE ACCOUNT
PP 03 07 01 05 TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)
PP 13 01 12 99 COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT
TX 00 40 09 07 SUPPLEMENTARY DEATH BENEFITS - TEXAS

We agree to make available to you an installment payment plan as described in Rule 14 of the Texas Automobile Rules and Rating Manual, except when an installment payment plan is prohibited by other rule or by statute.

This policy shall not be valid unless countersigned by our authorized agent or representative.

Countersigned by.....
Authorized Representative

PERSONAL AUTO POLICY

AGREEMENT

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

DEFINITIONS

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

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

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

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

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

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

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

Other words and phrases are defined. They are bold faced when used.

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

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

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

G. "**Occupying**" means:

1. In;

2. Upon; or

3. Getting in, on, out or off.

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

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

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

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

J. "**Your covered auto**" means:

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

This Provision (J.4.) does not apply to Coverage For Damage To Your Auto.

K. **Newly acquired auto**

1. "**Newly acquired auto**" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:

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

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

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

(b) For farming or ranching.

2. Coverage for a **newly acquired auto** is provided as described below. If you ask us to insure a **newly acquired auto** after a specified time period described below has elapsed, any coverage we provide for a **newly acquired auto** will begin at the time you request the coverage.

a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a **newly acquired auto** will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a **newly acquired auto** which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a **newly acquired auto** replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

b. Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

(1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.

(2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, a Collision deductible of \$500 will apply.

c. Other Than Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

(1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.

(2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, an Other Than Collision deductible of \$500 will apply.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

A. We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the **insured**. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any

claim for **bodily injury** or **property damage** not covered under this policy.

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

1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
2. Any person using **your covered auto**.
3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or **trailer**, other than **your covered auto**, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This Provision (**B.4.**) applies only if the person or organization does not own or hire the auto or **trailer**.

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an **insured**:

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

EXCLUSIONS

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

This Exclusion (**A.3.**) does not apply to **property damage** to a residence or private garage.
 4. For **bodily injury** to an employee of that **insured** during the course of employment. This Exclusion (**A.4.**) does not apply to **bodily injury** to a domestic employee unless workers'

compensation benefits are required or available for that domestic employee.

5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (**A.5.**) does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

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

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

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

- a. Private passenger auto;
 - b. Pickup or van; or
 - c. **Trailer** used with a vehicle described in **a.** or **b.** above.
8. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (**A.8.**) does not apply to a **family member** using **your covered auto** which is owned by you.
 9. For **bodily injury** or **property damage** for which that **insured**:
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

- a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.

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

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

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

- a. Owned by a **family member**; or
 - b. Furnished or available for the regular use of a **family member**.
4. Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

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

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

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

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

OUT OF STATE COVERAGE

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

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

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

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

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

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

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

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

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

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

EXCLUSIONS

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

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while **occupying** any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
5. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:

- a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
- a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.

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

7. Sustained while **occupying** a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (7.) does not apply to a **family member** using **your covered auto** which is owned by you.
8. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**. This Exclusion (8.) does not apply to **bodily injury** sustained while **occupying** a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. **Trailer** used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

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

11. Sustained while **occupying** any vehicle located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

- 1. Insureds;
- 2. Claims made;

3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the accident.

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

- 1. Part A or Part C of this policy; or
- 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

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

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

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

- 1. Sustained by an **insured**; and
- 2. Caused by an accident.

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

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

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

- 1. You or any **family member**.
- 2. Any other person **occupying your covered auto**.
- 3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1. or 2. above.

C. "**Uninsured motor vehicle**" means a land motor vehicle or **trailer** of any type:

- 1. To which no bodily injury liability bond or policy applies at the time of the accident.
- 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which **your covered auto** is principally garaged.
- 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any **family member**;
 - b. A vehicle which you or any **family member** are **occupying**; or
 - c. **Your covered auto**.
- 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

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

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for **bodily injury** sustained:
1. By an **insured** while **occupying**, or when struck by, any motor vehicle owned by that **insured** which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any **family member** while **occupying**, or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any **insured**:
1. If that **insured** or the legal representative settles the **bodily injury** claim and such settlement prejudices our right to recover payment.
 2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (B.3.) does not apply to a **family member** using **your covered auto** which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

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

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

1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **B** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

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

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for **your**

covered auto, shall be excess over any collectible insurance providing such coverage on a primary basis.

3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

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

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

ARBITRATION

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

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one **your covered auto** or **non-owned auto** results from the same **collision**, only the highest applicable deductible will apply. We will pay for loss to **your covered auto** caused by:
 1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

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

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

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

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

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

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or **trailer** not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to **your covered auto**. We will pay for such expenses if the loss is caused by:
 - a. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:
 - a. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for any **your covered auto**.
 - b. **Collision** only if the Declarations indicate that Collision Coverage is provided for any **your covered auto**.

However, the most we will pay for any expenses for loss of use is \$20 per day.

B. Subject to the provisions of Paragraph **A.**, if the loss is caused by:

1. A total theft of **your covered auto** or a **non-owned auto**, we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when **your covered auto** or the **non-owned auto** is returned to use or we pay for its loss.
2. Other than theft of a **your covered auto** or a **non-owned auto**, we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the **your covered auto** or the **non-owned auto**.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of **your covered auto** or any **non-owned auto**.
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;

- c. Compact disk systems;
- d. Navigation systems;
- e. Internet access systems;
- f. Personal computers.
- g. Video entertainment systems;
- h. Telephones;
- i. Televisions;
- j. Two-way mobile radios;
- k. Scanners; or
- l. Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in **your covered auto** or any **non-owned auto**.

- 5. Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.
- 6. A total loss to **your covered auto** or any **non-owned auto** due to destruction or confiscation by governmental or civil authorities.

This Exclusion (6.) does not apply to the interests of Loss Payees in **your covered auto**.

- 7. Loss to:
 - a. A **trailer**, camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such **trailer**, camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a **trailer**, camper body, or motor home.

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

- a. **Trailer**, and its facilities or equipment, which you do not own; or
- b. **Trailer**, camper body, or the facilities or equipment in or attached to the **trailer** or camper body, which you:
 - (1) Acquire during the policy period; and

(2) Ask us to insure within 14 days after you become the owner.

- 8. Loss to any **non-owned auto** when used by you or any **family member** without a reasonable belief that you or that **family member** are entitled to do so.
- 9. Loss to equipment designed or used for the detection or location of radar or laser.
- 10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
 - a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.

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

- 11. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- 12. Loss to **your covered auto** or any **non-owned auto**, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

- 13. Loss to, or loss of use of, a **non-owned auto** rented by:
 - a. You; or
 - b. Any **family member**;

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

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any **non-owned auto** which is a trailer is \$1,500.
 2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

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

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

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

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

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

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

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

APPRAISAL

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

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

A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.

2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.

3. Submit, as often as we reasonably require:

- a. To physical exams by physicians we select. We will pay for these exams.
- b. To examination under oath and subscribe the same.

4. Authorize us to obtain:

- a. Medical reports; and
 - b. Other pertinent records.
5. Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
- 1. Promptly notify the police if a hit-and-run driver is involved.
 - 2. Promptly send us copies of the legal papers if a suit is brought.

- D. A person seeking Coverage For Damage To Your Auto must also:
- 1. Take reasonable steps after loss to protect **your covered auto** or any **non-owned auto** and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 - 2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen.
 - 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve us of any obligations under this policy.

CHANGES

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

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

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

FRAUD

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

LEGAL ACTION AGAINST US

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

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (**A.**) do not apply under Part **D**, against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

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

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

TERMINATION

A. Cancellation

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or

- (2) Any driver who customarily uses **your covered auto**;

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
- c. If the policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

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

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

D. Other Termination Provisions

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

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

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

TWO OR MORE AUTO POLICIES

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

MUTUAL PROVISIONS

This policy is non-assessable. This means your only financial obligation is the premium for your insurance. You shall be entitled to such dividends as may be declared by the board of directors.

By virtue of this policy you are a member of the Amica Mutual Insurance Company and entitled to vote either in person or by proxy at all meetings of the Company. The annual meetings are held at its home office on the second Thursday of February in each year at 9:00 A.M.

This policy is signed on behalf of Amica Mutual Insurance Company by our President and Secretary at Lincoln, Rhode Island, and countersigned on the Declarations by our authorized agent or representative.


Secretary


President

SUPPLEMENTARY DEATH BENEFITS - TEXAS

TX 00 40 09 07

Coverage under this endorsement is provided only when other benefits are paid or payable under: Personal Injury Protection Coverage, Medical Payments Coverage and/or Auto Death Indemnity and Total Disability Coverages as afforded by this policy. This coverage is subject to the provisions of Personal Injury Protection Coverage, Medical Payments Coverage and/or Auto Death Indemnity and Total Disability Coverages except as limited by this endorsement.

It is agreed that Personal Injury Protection Coverage, Medical Payments Coverage and/or Death Indemnity and Total Disability Coverages are extended to add the following:

I. Definitions

The **Definitions** Section is amended as follows:

A. The following definition is replaced:

1. "**Family member**" means a person related to the **named insured** by blood, marriage or adoption who is a resident of the **named insured's** household. This includes a ward or foster child.

If the spouse of the **named insured** ceases to be a resident of the same household during the policy period, the spouse will be considered a **family member** under this endorsement during a separation in contemplation of divorce and only until the effective date of another policy listing the spouse as a **named insured**.

B. The following definitions are added:

1. "**Seat Belt**" means manual or automatic safety belts or seat and shoulder restraints or a child restraint device.
2. "**Beneficiary**" means (in order of priority of payment):
 - a. the surviving spouse, if a resident in the same household as the deceased at the time of the accident; or
 - b. if the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the accident; or
 - c. the estate of the deceased.

C. "**Insured**" as used in this endorsement means:

1. The **named insured** or any **family member** while **occupying**; or
2. Any other person while **occupying your covered auto**; or
3. The person or persons designated in the Auto Death Indemnity and Total Disability Coverages endorsement, if afforded.

II. Supplementary Death Benefit

INSURING AGREEMENT

A. We will pay a supplementary death benefit of not more than \$10,000 per person because of death:

1. Caused by an auto accident; and
2. Sustained by an **insured** while wearing a **seat belt**.

We will pay benefits only if an auto accident was the proximate cause of death occurring within three years of the date of the accident. However under Auto Death Indemnity and Total Disability Coverages death must occur within:

1. 90 days from the date of the accident; or
2. 52 weeks from the date of the accident and during a period of continuous total disability of the **insured** for which weekly indemnity is payable.

We will pay benefits under this endorsement if the **beneficiary** gives us proof of death of the **insured** along with a police report or other proof, that the **insured** at the time of the auto accident, was wearing a **seat belt**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

PP 13 01 12 99

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

II. Part D - Coverage For Damage To Your Auto

The following exclusion is added:

We will not pay for:

Loss to **your covered auto** or any **non-owned auto** due to **diminution in value**.

PERSONAL VEHICLE SHARING PROGRAM EXCLUSION ENDORSEMENT

PP 23 16 10 13

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Part A - Liability Coverage

Part A is amended as follows:

The following exclusion is added:

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

Your covered auto while:

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

II. Part B - Medical Payments Coverage

Part B is amended as follows:

The following exclusion is added:

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

Sustained while **occupying**, or when struck by, **your covered auto** while:

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

III. Part C - Uninsured Motorists Coverage

Part C is amended as follows:

The following exclusion is added:

We do not provide Uninsured Motorists Coverage for **bodily injury** sustained:

By any **insured** while **occupying**, or when struck by, **your covered auto** while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and

- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any **family member**.

IV. Part D - Coverage For Damage To Your Auto

Part D is amended as follows:

The following exclusions are added:

We will not pay for:

Loss to **your covered auto** which occurs while:

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

Loss to, or loss of use of, a **non-owned auto** used by:

- a. You; or
- b. Any **family member**;

in connection with a personal vehicle sharing program if the provisions of such a personal vehicle sharing program preclude the recovery of such loss or loss of use, from you or that **family member**, or if otherwise precluded by any state law.

V. Underinsured Motorist Coverage Endorsement

If the Underinsured Motorists Coverage Endorsement is attached to the policy, the following exclusion is added:

We do not provide Underinsured Motorists Coverage for **bodily injury** sustained:

By any **insured** while **occupying**, or when struck by, **your covered auto** while:

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

AMICA ADVANTAGE ACCOUNT POINTS

This endorsement does not provide Amica Advantage Account Points. It is intended to provide to policyholders who have earned Amica Advantage Account Points guidance on the Amica Advantage Account program and information on point redemption.

Redeeming Your Amica Advantage Account Points

The points in your Amica Advantage Account can be used after a loss to waive Safe Driver Insurance Plan accident surcharges and can be used after a loss to buy-down a deductible. The benefits provided by this endorsement only apply to this policy. The following schedule is used to redeem your account points:

Redemption Activity	Points
Accident Surcharge Waiver	700
Deductible Buy-Down (Minimum buy-down of \$50)	1 Point per One Dollar of Deductible

Eligible Policies

Your Amica Advantage Account points can be used with policies on the same Amica Number as the policy that earned the points.

Terms, Conditions and Rules Subject To Change

The terms, conditions, rules and associated schedules of the Good Driving Rewards program and Amica Advantage Account are subject to change.

Amica Advantage Account Point Expiration

Amica Advantage Account points will not expire as long as **your** Amica Number contains an active Amica policy. **You** may save **your** points for future use even when **you** do not have an active Amica policy for up to five years from the time **you** last had an active Amica policy.

Transferability

The transfer or assignment of **your** Good Driving Rewards points is not valid unless we give our written consent.

No Cash Value

The points in your Amica Advantage Account have no cash value. Nothing of value will be exchanged for the points in your Amica Advantage Account should you decide to leave Amica or should Amica cancel or nonrenew your Amica policies.

Splitting Policies

You must maintain an auto policy with Amica in order to maintain your rights to your points when you have a policy and/or Amica Number with Good Driving Rewards split (i.e. divorce). When all Amica Number account owners leave Amica as a result of a split, the first party that rewrites coverage with Amica obtains the rights to all points.

Your Insurability

The presence or absence of Amica Advantage Account Points will not affect your future insurability with Amica.

AMENDMENT OF PERSONAL AUTO POLICY PROVISIONS

AM 01 28 07 23

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

Definitions

The following is added to the **Definitions** Section as follows:

"Damages" means compensation in the form of compensatory damages that can be recovered by those who suffer **bodily injury** or **property damage** as a result of an auto accident. **Damages** do not mean punitive or exemplary damages, fines or penalties or any attorneys' fees or litigation expenses awarded as a result of a punitive or exemplary damage award against an **insured**. **Damages** also do not mean any restitution required to be paid as the result of any civil or criminal proceedings brought against any person, unless the amounts required to be paid would otherwise be covered in the absence of an order of restitution.

"You" and "your" also refers to:

1. Parties who have entered into a civil union recognized under the law of any state who are residents of the same household; or
2. Parties who are domestic partners who are residents of the same household.

"Personal Vehicle Sharing Program" means a system or process, operated by a business or legal entity, that facilitates the sharing of private passenger motor vehicles for use by individuals or other entities for non-commercial use. **Personal Vehicle Sharing Program** does not include a **transportation network platform**.

The following replaces Paragraph 1.b.(1) of **K. Newly acquired auto**:

(1) Has a Gross Vehicle Weight Rating of 25,000 lbs. or less; and

Part A. - Liability Coverage

Paragraph A. is deleted and replaced by the following:

Insuring Agreement

A. We will pay **damages** for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. **Damages** include prejudgment interest awarded against the **insured**. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, **we** will pay all defense costs **we** incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

We will not pay any punitive or exemplary damages, fines or penalties or any attorney's fees or litigation expenses awarded as a result of a punitive or exemplary damage awarded against an **insured** for **bodily injury** or **property damage** that **you** become legally responsible for. **We** will not pay for any restitution required to be paid as the result of any civil or criminal proceedings brought against any person, unless the amounts required to be paid would otherwise be covered in the absence of an order of restitution.

Supplementary Payments

Paragraphs 1. and 4. are replaced by the following:

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

1. Up to \$1,000 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy.
4. Loss of earnings, but not other income, because of attendance at hearings or trials at our request.

Part D. - Coverage For Damage To Your Auto

The following is added to the **INSURING AGREEMENT** :

We will pay under Other Than Collision Coverage for the cost of repairing the damaged windshield on **your covered auto** without a deductible. We will pay only if the damage is repairable without completely replacing the windshield and if the Declarations indicates that Other Than Collision Coverage applies.

We will pay under Other Than Collision Coverage for the cost of repairing or replacing a deployed airbag on **your covered auto** without a deductible. We will pay only if the Declarations indicates that Other Than Collision Coverage applies.

We will pay for lock replacement on **your covered auto** without a deductible if your keys are lost or stolen. We will pay only if the Declarations indicates that Other Than Collision Coverage applies.

TRANSPORTATION EXPENSES

The **Transportation Expenses** Provision does not apply.

The following replaces Paragraph **B.** under the **LIMIT OF LIABILITY** :

- B.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, if **your covered auto** :
1. Is a new vehicle, not previously titled under the motor vehicle laws of any state; and
 2. A total loss occurs within 365 days of your original purchase,
- we will not adjust the total loss for depreciation or normal wear and tear in determining actual cash value.

The following coverage is added:

PET PROTECTION

A. Insuring Agreement

In addition, we will pay, without application of a deductible, a maximum of \$500 for reasonable veterinary services and funeral expenses incurred for any one **pet** because of injury or death:

1. Caused as a result of an **auto loss**; and
2. Sustained when the **pet** is occupying **your covered auto**.

B. Definitions

"**Pet**" as used in this Pet Protection coverage means:

A dog or cat owned by you or a **family member**.

"**Auto Loss**" as used in this Pet Protection coverage means:

An accidental loss involving **your covered auto** caused by:

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

C. Limit of Liability

Our total liability under this coverage for injury and death resulting from any one **auto loss** shall not exceed \$1,000 regardless of the number of **pets** involved in the loss.

D. Business Exclusion

We will not pay for veterinary services and/or funeral expenses for a **pet** that is used in or is part of a **business**. A **pet** that is used in or is part of a **business** is a **pet** that earns money or other compensation for its owner.

AMENDMENT OF POLICY PROVISIONS - TEXAS

PP 01 50 01 20

I. Definitions

The **Definitions** section is amended as follows:

- A. The definitions of **you** and **your** are replaced by the following:

Throughout this Policy, **you** and **your** refer to:

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

If the spouse ceases to be a resident of the same household during the policy period, the spouse shall be considered **you** and **your** under this Policy during a period of separation in contemplation of divorce and only until the effective date of another policy listing the spouse as a named insured.

- B. Definition K. is replaced by the following:

"**Newly acquired auto**":

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

- a. A private passenger auto; or
- b. A pickup, utility vehicle or van, that has a Gross Vehicle Weight Rating of 25,000 lbs. or less that:
 - (1) Is not used primarily for the delivery or transportation of goods, materials or supplies, other than samples; or
 - (2) Is used for farming or ranching.

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

- a. For any coverage provided in this Policy except Coverage For Damage To Your Auto, a **newly acquired auto** will have the same coverage as the vehicle it replaced. Coverage begins on the date you become the owner without your having to ask us to insure it.
- b. Coverage For Damage To Your Auto for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply to a replacement vehicle, you must ask us, within 20 days after you become the owner, to:

- (1) Add Coverage For Damage To Your Auto; or

- (2) Continue Coverage For Damage To Your Auto on the replacement vehicle after the 20-day period has elapsed.

If you ask us to insure a **newly acquired auto** which replaces a vehicle shown in the Declarations after the 20-day period described above has elapsed, Coverage For Damage To Your Auto we provide for such replacement vehicle, except the coverage provided in **2.b.**, will begin at the time you request the coverage.

3. Coverage for a **newly acquired auto** which is in addition to any vehicle shown in the Declarations is provided as described below.

- a. The **newly acquired auto** will have the broadest coverage we now provide for any covered vehicle shown in the Declarations. Coverage begins on the date you become the owner.
- b. For any coverage provided in this Policy to apply to such additional vehicle, you must ask us to insure it within 20 days after you become the owner.

If you ask us to insure a **newly acquired auto** which is in addition to any vehicle shown in the Declarations after the 20-day period described above has elapsed, any coverage we provide for a **newly acquired auto** will begin at the time you request the coverage.

- C. The following definitions are added:

1. Throughout the Policy, **minimum limits** refers to the following limits of liability, as required by Texas law, to be provided under a policy of automobile liability insurance:
 - a. \$30,000 for each person, subject to \$60,000 for each accident, with respect to **bodily injury**; and
 - b. \$25,000 for each accident with respect to **property damage**.
2. **Business day** means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.

- 3. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.
- 4. "Temporary Vehicle" includes a vehicle that is loaned or provided to an **insured** by an automobile repair facility for the **insured's** use while the **insured's** vehicle is at the facility for service, repair, maintenance, or damage or to obtain an estimate, and is:
 - a. In the lawful possession of the **insured** or resident relative of the **insured**;
 - b. Not owned by the **insured**, any resident relative of the **insured**, or any other person residing in the **insured's** household; and
 - c. Operated by or in the possession of the **insured** or resident relative of the **insured** until the vehicle is returned to the repair facility.

II. Part A - Liability Coverage

- A. Exclusion **A.5.** is replaced by the following:

We do not provide Liability Coverage for any **insured**:

- 5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used:
 - a. As a public or livery conveyance. This paragraph (a.) does not apply:
 - (1) While the vehicle is being used by you or any **family member** to deliver goods, items or products unless the vehicle is used primarily for the delivery of goods, items or products; or
 - (2) To any **temporary vehicle** provided to you, any **family member** or any other licensed operator residing in your household that is:
 - (a) A private passenger auto; or
 - (b) A pickup, utility vehicle or van that has a Gross Vehicle Weight Rating of 14,000 lbs. or less that:
 - (i) Is not used primarily for the delivery or transportation of goods, materials or supplies, other than samples; or
 - (ii) Is used for farming or ranching; or

- (ii) Is used for farming or ranching; or

- b. During any period of time by an **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

Exclusion **A.5.** does not apply to a share-the-expense car pool.

- B. The following is added to the **Limit Of Liability** Provision:

The limit of liability shall be reduced by any amounts paid to an **insured** who is a passenger in **your covered auto** under the Personal Injury Protection Coverage of this Policy.

- C. Exclusion **A.3.** is replaced by the following:

We do not provide Liability Coverage for any **insured**:

- 3. For **property damage** to property:

- a. Rented to;
 - b. Used by; or
 - c. In the care of;
- that **insured**.

This exclusion (**A.3.**) does not apply to:

- a. **Property damage** to a residence or private garage; or
- b. Any **temporary vehicle** provided to you, any **family member** or any other licensed operator residing in your household that is::

- (1) A private passenger auto; or
- (2) A pickup, utility vehicle or van that has a Gross Vehicle Weight Rating of 14,000 lbs. or less that:
 - (a) Is not used primarily for the delivery or transportation of goods, materials or supplies, other than samples; or
 - (b) Is used for farming or ranching.

However, we do not provide Liability Coverage for **property damage** to such **temporary vehicle** if you are convicted in a case brought against you under the Texas Controlled Substances Act or the federal Controlled Substances Act and the **temporary vehicle** is seized by federal or state law enforcement officers as evidence in such case.

- D. The **Other Insurance** Provision is replaced by the following:

Other Insurance

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for **your covered auto**, shall be excess over any other collectible insurance. However, we will provide primary insurance for a **temporary vehicle** provided to you, any **family member** or any other licensed operator residing in your household that is:

1. A private passenger auto; or
2. A pickup, utility vehicle or van that has a Gross Vehicle Weight Rating of 14,000 lbs. or less that:
 - a. Is not used primarily for the delivery or transportation of goods, materials or supplies, other than samples; or
 - b. Is used for farming or ranching.

III. Part B - Medical Payments Coverage

- A. Exclusion 2. is replaced by the following:

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

2. Sustained while **occupying your covered auto** when it is being used:
 - a. As a public or livery conveyance. This paragraph (a.) does not apply while **your covered auto** is being used by you or any **family member** to deliver goods, items or products unless the vehicle is used primarily for the delivery of goods, items or products; or
 - b. During any period of time by an **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

Exclusion 2. does not apply to a share-the-expense car pool.

- B. The following is added to the **Limit Of Liability** Provision:

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Personal Injury Protection Coverage.

- C. The following provision is added:

Assignment Of Payments

1. An **insured** may assign, in writing, payments of medical expenses for services provided to the **insured** that are covered under Part B of this Policy to a physician or other health care provider that furnished such services to the **insured**.
2. If we receive an **insured's** written assignment of such payments, we will pay the medical expenses covered under Part B directly to the physician or other health care provider that furnished the services to the **insured**.

IV. Part D - Coverage For Damage To Your Auto

- A. Paragraph C. of the **Insuring Agreement** is replaced by the following:

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or **trailer** not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

However, **non-owned auto** does not include any **temporary vehicle** provided to you, any **family member** or any other licensed operator residing in your household that is:

1. A private passenger auto; or
2. A pickup, utility vehicle or van that has a Gross Vehicle Weight Rating of 14,000 lbs. or less that:
 - a. Is not used primarily for the delivery or transportation of goods, materials or supplies, other than samples; or

- b. Is used for farming or ranching.

B. Exclusions 1. and 6. are replaced by the following:

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used:

- a. As a public or livery conveyance. This paragraph (a.) does not apply while **your covered auto** or any **non-owned auto** is being used by you or any **family member** to deliver goods, items or products unless the vehicle is used primarily for the delivery of goods, items or products; or
- b. During any period of time by a person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

Exclusion 1. does not apply to a share-the-expense car pool.

6. A total loss to **your covered auto** or any **non-owned auto** due to destruction or confiscation by government or civil authorities. This exclusion (6.) does not apply to the interests of Loss Payees in **your covered auto**.

However, if you are convicted in a case brought against you under the Texas Controlled Substances Act or the federal Controlled Substances Act, we will not pay for any loss to **your covered auto** or **non-owned auto** that is seized by federal or state law enforcement officers as evidence in such case.

C. The **Limit Of Liability** Provision is replaced by the following:

Limit Of Liability

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

However, the most we will pay for loss to:

- a. Any **non-owned auto** which is a trailer is \$1,500.

- b. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

2. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and **property damage** covered under Part C of this Policy.

3. For any loss or damages to which:

- a. Uninsured Motorists Coverage of this Policy or similar coverage from another policy; and
- b. This coverage;

both apply, you may choose the coverage from which damages will be paid. If neither coverage is sufficient to pay the damages or loss, you may recover under both coverages, subject to the following:

- a. You will pay the higher deductible. However, you do not have to pay both deductibles; and
- b. You may not recover more than the actual damages or loss.

D. The following is added to the **Payment Of Loss** Provision:

If you and we both agree, we will waive the applicable deductible shown in the Declarations for a loss to glass if the glass is repaired rather than replaced.

V. Part E - Duties After An Accident Or Loss

Paragraphs B.3. and B.4. are replaced by the following:

A person seeking any coverage must:

- 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same. A parent or guardian may be present during any examination of a minor.
- 4. Authorize us to obtain:

- a. Medical reports; and
 - b. Other pertinent medical records.
- The medical reports must be reasonably related to the accident or loss.

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than one year.

VI. Part F- General Provisions

A. The **Termination** Provision is replaced by the following:

Termination

Cancellation

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

- 1. The **named insured** shown in the Declarations may cancel by:
 - a. Returning this Policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
- 2. We may cancel by mailing to the **named insured** shown in the Declarations at the address shown in this Policy:
 - a. At least 10 days' notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this Policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 20 days' notice in all other cases.
- 3. We will not cancel this Policy solely because you are an elected official.
- 4. After this Policy is in effect for more than 59 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or motor vehicle registration or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses **your covered auto**;
 has been suspended or revoked. This must have occurred:

However, in the event you or a driver described in 4.b. above has had his or her driver's license suspended or revoked, before canceling this Policy we will offer to continue the Policy with a provision excluding coverage when the person who has had his or her driver's license suspended or revoked is operating **your covered auto**. If such offer is accepted by you, we will issue an endorsement to that effect; or

- c. If the Texas Department of Insurance determines that continuation of the Policy would result in a violation of the Texas Insurance Code or any other law governing the business of insurance in Texas.

Nonrenewal

If we decide not to renew or continue this Policy, we will mail notice to the **named insured** shown in the Declarations at the address shown in this Policy. Notice will be mailed at least 30 days before the end of the policy period. We will have the right not to renew or continue it only at each one year anniversary of its original effective date.

However, we will not refuse to renew or continue this Policy solely because:

- 1. Of the age of you or any **family member**;
or
- 2. You are an elected official.

Automatic Termination

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

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund due not later than the 15th **business day** after the effective date of cancellation. The premium refund, if any, will be computed pro rata, subject to the policy minimum premium. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

B. The following provisions are added:

1. Payment Of First-party Claims

- a. Within 15 days after we receive written notice of a claim, we will:

- (1) Acknowledge receipt of the claim. If our acknowledgement of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgement.
- (2) Begin any investigation of the claim.
- (3) Specify the information that the person making the claim must provide in accordance with Paragraph **B.** of Part **E.**

We may request more information if, during the investigation of the claim, such additional information is necessary.

- b. After we receive all information we request, we will notify the person making the claim, in writing, whether the claim will be paid or has been denied, or whether more time is needed. We will notify the person making the claim:

- (1) Within 15 **business days**; or
- (2) Within 30 days if we have reason to believe the loss resulted from arson.

- c. If we deny the claim or require more time for processing the claim, we must:

- (1) Give the reasons for denying the claim; or
- (2) Give the reasons we require more time to process the claim. However, we must either approve or deny the claim within 45 days after the date we notify the person making the claim that more time is needed.

- d. In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim-handling deadlines as stated above in this provision (**B.1.**) are extended for an additional 15 days.

- e. If we notify the person making the claim that we will pay the claim, or part of the claim, we will pay the claim within five **business days** after we notify that person.

- f. If payment of the claim or part of the claim requires the performance of an act by the person making the claim, we will pay the claim within five **business days** after the date that person performs the act.

2. Notice Of Settlement Of Liability Claims

- a. We will notify the named insured, in writing, of any initial offer to compromise or settle a claim against an **insured** under Part **A** - Liability Coverage of this Policy. We will give the named insured notice within 10 days after the date the offer is made.

- b. We will notify the named insured, in writing, of any settlement of a claim against an **insured** under Part **A** - Liability Coverage of this Policy. We will give the named insured notice within 30 days after the date of the settlement.

TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)

PP 03 07 01 05

SCHEDULE

Description Of Vehicle	Limit Of Liability		Premium	
	Collision	Other Than Collision	Collision	Other Than Collision
	\$ _____ Less \$ _____ Ded.	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____
	\$ _____ Less \$ _____ Ded.	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____
	\$ _____ Less \$ _____ Ded.	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____

NOTICE

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

- A. For the purpose of the coverage provided by this endorsement, **your covered auto** means a **trailer** or camper body.
- B. Exclusion 7. of **Part D - Coverage For Damage To Your Auto** does not apply to coverage provided by this endorsement.
- C. We will pay for direct and accidental loss to:
 - 1. A **trailer** or camper body described in the Schedule or in the Declarations; and
 - 2. Facilities or equipment designed to be used with the described **trailer** or camper body while in or attached to the **trailer** or camper body. Facilities or equipment include but are not limited to:
 - a. Cooking, dining, plumbing, or refrigeration facilities;
 - b. Awnings or cabanas; or
 - c. Any other facilities or equipment designed to be used with a **trailer** or camper body.

We will pay for loss caused by:

- 1. Other than **collision** only if the Schedule or Declarations indicates that Other Than Collision Coverage is provided for that **trailer** or camper body.
- 2. **Collision** only if the Schedule or Declarations indicates that Collision Coverage is provided for that **trailer** or camper body.
- D. The following exclusions are added:
 - 1. We will not pay for loss to:
 - a. Clothing or luggage;
 - b. Business or office equipment; or
 - c. Articles which are sales samples or used in exhibitions.
 - 2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 9., or 10. of Part D.
- E. With respect to coverage under this endorsement, the **Limit Of Liability** Provision of Part D is replaced by the following:

TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)

PP 03 07 01 05

LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Schedule or in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one **your covered auto** results from the same **collision**, only the highest applicable deductible will apply.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DAMAGE TO YOUR AUTO (Maximum Limit of Liability)

PP 03 08 06 94

With respect to the Coverage(s) shown as applicable to a vehicle described in the Declarations, the Limit of Liability provision in Part D. is replaced by the following:

NOTICE: The amount shown in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit of Liability provision below.

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Declarations. If loss to more than one **your covered auto** results from the same **collision**, only the highest applicable deductible will apply.

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

Texas Information Digest Personal Automobile Policy

THIS INFORMATION DIGEST DOES NOT PROVIDE COVERAGE NOR DOES IT REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED WITH. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Liability	<p>Liability coverage pays for damages to others when you are legally responsible as a result of an accident involving your auto. It pays for loss resulting from bodily injury or property damage up to the limit you select.</p> <p>In Texas this coverage is required at minimum combined single limit of \$85,000 or a split limit of \$30,000/\$60,000 Bodily Injury and \$25,000 Property Damage.</p> <p>We recommend higher limits for better financial protection. A limit of at least \$500,000 or \$250,000/\$500,000 Bodily Injury and \$100,000 Property Damage is suggested to meet today's high medical and hospital costs, court judgments and constantly rising auto and property repair costs.</p> <p>The following table shows some of the limits available. Rates for higher limits of Bodily Injury and Property Damage quoted on request.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Increased Combined Single Liability limits available:</td> <td style="width: 10%; text-align: center;">OR</td> <td style="width: 40%;">Increased Split Liability limits available:</td> </tr> <tr> <td style="border: none;"> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">\$ 100,000</td> <td style="width: 33%; border: none;">\$ 250,000</td> <td style="width: 33%; border: none;">\$ 400,000</td> </tr> <tr> <td style="border: none;">150,000</td> <td style="border: none;">300,000</td> <td style="border: none;">500,000</td> </tr> <tr> <td style="border: none;">200,000</td> <td style="border: none;">325,000</td> <td style="border: none;">1,000,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">2,000,000</td> </tr> </table> </td> <td style="border: none;"></td> <td style="border: none;"> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">Bodily Injury Each Person/Each Accident</td> <td style="width: 50%; border: none; text-align: center;">Property Damage Each Accident</td> </tr> <tr> <td style="border: none;">\$ 50,000 / 100,000</td> <td style="border: none;">25,000</td> </tr> <tr> <td style="border: none;">100,000 / 100,000</td> <td style="border: none;">35,000</td> </tr> <tr> <td style="border: none;">100,000 / 200,000</td> <td style="border: none;">50,000</td> </tr> <tr> <td style="border: none;">100,000 / 300,000</td> <td style="border: none;">55,000</td> </tr> <tr> <td style="border: none;">150,000 / 300,000</td> <td style="border: none;">75,000</td> </tr> <tr> <td style="border: none;">250,000 / 500,000</td> <td style="border: none;">85,000</td> </tr> <tr> <td style="border: none;">300,000 / 300,000</td> <td style="border: none;">100,000</td> </tr> <tr> <td style="border: none;">300,000 / 500,000</td> <td style="border: none;">150,000</td> </tr> <tr> <td style="border: none;">500,000 / 500,000</td> <td style="border: none;">200,000</td> </tr> <tr> <td style="border: none;">500,000 / 1,000,000</td> <td style="border: none;">250,000</td> </tr> <tr> <td style="border: none;">1,000,000 / 1,000,000</td> <td style="border: none;">300,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">400,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">500,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">750,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">1,000,000</td> </tr> </table> </td> </tr> </table>	Increased Combined Single Liability limits available:	OR	Increased Split Liability limits available:	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">\$ 100,000</td> <td style="width: 33%; border: none;">\$ 250,000</td> <td style="width: 33%; border: none;">\$ 400,000</td> </tr> <tr> <td style="border: none;">150,000</td> <td style="border: none;">300,000</td> <td style="border: none;">500,000</td> </tr> <tr> <td style="border: none;">200,000</td> <td style="border: none;">325,000</td> <td style="border: none;">1,000,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">2,000,000</td> </tr> </table>	\$ 100,000	\$ 250,000	\$ 400,000	150,000	300,000	500,000	200,000	325,000	1,000,000			2,000,000		<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">Bodily Injury Each Person/Each Accident</td> <td style="width: 50%; border: none; text-align: center;">Property Damage Each Accident</td> </tr> <tr> <td style="border: none;">\$ 50,000 / 100,000</td> <td style="border: none;">25,000</td> </tr> <tr> <td style="border: none;">100,000 / 100,000</td> <td style="border: none;">35,000</td> </tr> <tr> <td style="border: none;">100,000 / 200,000</td> <td style="border: none;">50,000</td> </tr> <tr> <td style="border: none;">100,000 / 300,000</td> <td style="border: none;">55,000</td> </tr> <tr> <td style="border: none;">150,000 / 300,000</td> <td style="border: none;">75,000</td> </tr> <tr> <td style="border: none;">250,000 / 500,000</td> <td style="border: none;">85,000</td> </tr> <tr> <td style="border: none;">300,000 / 300,000</td> <td style="border: none;">100,000</td> </tr> <tr> <td style="border: none;">300,000 / 500,000</td> <td style="border: none;">150,000</td> </tr> <tr> <td style="border: none;">500,000 / 500,000</td> <td style="border: none;">200,000</td> </tr> <tr> <td style="border: none;">500,000 / 1,000,000</td> <td style="border: none;">250,000</td> </tr> <tr> <td style="border: none;">1,000,000 / 1,000,000</td> <td style="border: none;">300,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">400,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">500,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">750,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">1,000,000</td> </tr> </table>	Bodily Injury Each Person/Each Accident	Property Damage Each Accident	\$ 50,000 / 100,000	25,000	100,000 / 100,000	35,000	100,000 / 200,000	50,000	100,000 / 300,000	55,000	150,000 / 300,000	75,000	250,000 / 500,000	85,000	300,000 / 300,000	100,000	300,000 / 500,000	150,000	500,000 / 500,000	200,000	500,000 / 1,000,000	250,000	1,000,000 / 1,000,000	300,000		400,000		500,000		750,000		1,000,000
Increased Combined Single Liability limits available:	OR	Increased Split Liability limits available:																																																	
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">\$ 100,000</td> <td style="width: 33%; border: none;">\$ 250,000</td> <td style="width: 33%; border: none;">\$ 400,000</td> </tr> <tr> <td style="border: none;">150,000</td> <td style="border: none;">300,000</td> <td style="border: none;">500,000</td> </tr> <tr> <td style="border: none;">200,000</td> <td style="border: none;">325,000</td> <td style="border: none;">1,000,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">2,000,000</td> </tr> </table>	\$ 100,000	\$ 250,000	\$ 400,000	150,000	300,000	500,000	200,000	325,000	1,000,000			2,000,000		<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; text-align: center;">Bodily Injury Each Person/Each Accident</td> <td style="width: 50%; border: none; text-align: center;">Property Damage Each Accident</td> </tr> <tr> <td style="border: none;">\$ 50,000 / 100,000</td> <td style="border: none;">25,000</td> </tr> <tr> <td style="border: none;">100,000 / 100,000</td> <td style="border: none;">35,000</td> </tr> <tr> <td style="border: none;">100,000 / 200,000</td> <td style="border: none;">50,000</td> </tr> <tr> <td style="border: none;">100,000 / 300,000</td> <td style="border: none;">55,000</td> </tr> <tr> <td style="border: none;">150,000 / 300,000</td> <td style="border: none;">75,000</td> </tr> <tr> <td style="border: none;">250,000 / 500,000</td> <td style="border: none;">85,000</td> </tr> <tr> <td style="border: none;">300,000 / 300,000</td> <td style="border: none;">100,000</td> </tr> <tr> <td style="border: none;">300,000 / 500,000</td> <td style="border: none;">150,000</td> </tr> <tr> <td style="border: none;">500,000 / 500,000</td> <td style="border: none;">200,000</td> </tr> <tr> <td style="border: none;">500,000 / 1,000,000</td> <td style="border: none;">250,000</td> </tr> <tr> <td style="border: none;">1,000,000 / 1,000,000</td> <td style="border: none;">300,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">400,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">500,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">750,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">1,000,000</td> </tr> </table>	Bodily Injury Each Person/Each Accident	Property Damage Each Accident	\$ 50,000 / 100,000	25,000	100,000 / 100,000	35,000	100,000 / 200,000	50,000	100,000 / 300,000	55,000	150,000 / 300,000	75,000	250,000 / 500,000	85,000	300,000 / 300,000	100,000	300,000 / 500,000	150,000	500,000 / 500,000	200,000	500,000 / 1,000,000	250,000	1,000,000 / 1,000,000	300,000		400,000		500,000		750,000		1,000,000					
\$ 100,000	\$ 250,000	\$ 400,000																																																	
150,000	300,000	500,000																																																	
200,000	325,000	1,000,000																																																	
		2,000,000																																																	
Bodily Injury Each Person/Each Accident	Property Damage Each Accident																																																		
\$ 50,000 / 100,000	25,000																																																		
100,000 / 100,000	35,000																																																		
100,000 / 200,000	50,000																																																		
100,000 / 300,000	55,000																																																		
150,000 / 300,000	75,000																																																		
250,000 / 500,000	85,000																																																		
300,000 / 300,000	100,000																																																		
300,000 / 500,000	150,000																																																		
500,000 / 500,000	200,000																																																		
500,000 / 1,000,000	250,000																																																		
1,000,000 / 1,000,000	300,000																																																		
	400,000																																																		
	500,000																																																		
	750,000																																																		
	1,000,000																																																		
Medical Payments	<p>Medical Payments coverage pays medical expenses for services rendered within 3 years from the date of the accident for you, members of your family and other persons injured by accident while occupying your auto. You and members of your family are also covered as pedestrians should you be struck and injured by an auto.</p> <p>You will be paid regardless of who is at fault for the accident up to the limit of coverage you select. Limits of coverage available are \$1,000 each person up to \$100,000 each person.</p>																																																		

<p>No-Fault Insurance</p>	<p>No-Fault coverage (called Personal Injury Protection in the policy) pays benefits to you and members of your family injured in an auto accident. Guests riding in your auto are also covered.</p> <p>Payment of these benefits is made directly to you by your own insurance company. Benefits are paid regardless of who is at fault for the accident.</p> <p>In Texas, Personal Injury Protection must be included unless rejected in writing.</p> <p>You may carry Personal Injury Protection coverage and Medical Payments coverage. Since Personal Injury Protection coverage includes payments for the same medical expense benefits, we recommend that you carry Personal Injury Protection coverage instead of Medical Payments coverage.</p>
<p>Supplementary Death Benefit</p>	<p>If you carry Medical Payments or Personal Injury Protection, a Supplementary Death Benefit is included in your Auto insurance policy at no additional charge. We will pay an additional benefit under this coverage if death results from an auto accident while wearing a Seat Belt.</p> <p>This additional benefit will be equal in amount to the Medical Payments or Personal Injury Protection limit afforded by your policy, subject to a maximum of \$10,000 per person.</p>
<p>Uninsured Motorists/ Underinsured Motorists</p>	<p>Under this coverage your own insurance company pays for bodily injury you are legally entitled to recover from an uninsured or hit-and-run motorist, or an underinsured motorist.</p> <p style="padding-left: 40px;">An uninsured motorist is one who does not carry Liability insurance to pay for injury to others.</p> <p style="padding-left: 40px;">An underinsured motorist is one who does carry Liability insurance but the amount of insurance available under that motorist's policy is less than the amount of Uninsured Motorists coverage you have selected.</p> <p>You and family members living in your household are covered while riding in your auto or as pedestrians. Guests riding in your auto are also covered.</p> <p>In Texas this coverage must be included on all policies providing Liability insurance unless rejected by the policyholder. The minimum Combined Single limit is \$85,000. The minimum Split Bodily Injury Limit is \$30,000 Each Person/\$60,000 Each Accident. Higher limits are available up to the same amounts as your Liability coverage.</p> <p>Property Damage coverage, subject to a \$250 deductible clause, is included unless rejected by the policyholder.</p>
<p>Damage To Your Auto</p>	<p>This coverage pays for accidental loss or damage to your auto minus any deductible you may select. The deductible is the amount you must pay in the event of damage or loss to your auto.</p> <p>This coverage is divided into 2 parts. You may purchase either or both:</p> <ul style="list-style-type: none"> ● Part 1. Collision Loss pays for damage to your auto caused by upset or collision with another vehicle or object. <p style="padding-left: 40px;">This part is written with a deductible and several deductible amounts are available. The higher the deductible amount the lower the cost. Deductible amounts start at \$100 and may be as high as \$5,000. \$200, \$500, \$1,000 and \$2,500 are some of the additional deductible amounts available.</p> <ul style="list-style-type: none"> ● Part 2. Other Than Collision Loss (formerly called Comprehensive coverage) pays for loss or damage to your auto except by collision. This includes theft of the auto or its equipment, fire, vandalism, breakage of glass, explosion, falling objects and damage from contact with birds or animals. <p style="padding-left: 40px;">This part is written with or without a deductible. The higher the deductible amount the lower the cost. Deductible amounts start at Full (no deductible) and may be as high as \$5,000. \$100, \$250, \$500, \$1,000 and \$2,500 are some of the additional deductible amounts available.</p> <p>The use of deductibles provides the best arrangement of your insurance protection. A deductible tends to keep down the cost of insurance and still provides adequate protection for the major investment you have in your auto.</p>

Optional Full Safety Glass Coverage	<p>You may choose full safety glass coverage which means no deductible will apply to losses to safety glass.</p>
Auto Loan / Lease Coverage	<p>This coverage pays when there is a total loss to your auto and the actual cash value of the auto is less than the amount due under the terms of a lease or loan agreement.</p> <p>Payment under this coverage would not include such things as overdue payments, financial penalties for excessive use or high mileage, costs for extended warranties, security deposits or carry-over balances from previous loans or leases.</p> <p>This coverage is available only if you have purchased Collision and Other Than Collision coverages for your auto. You must request Auto Loan/Lease coverage within 30 days of leasing or financing an auto.</p>
Towing and Labor Costs	<p>This coverage pays for towing and labor costs when your auto is disabled. Labor includes only work done at the place of disablement. With Amica's Roadside Assistance service, you may call our special toll-free number and a tow truck will be sent to your location. In most cases, you may then sign for the services provided and payment to the driver of the tow truck will not be necessary.</p> <p>As an alternative, you may call your own towing company and pay for the service provided. You will be reimbursed up to \$100 per disablement for covered services when you send the bill to us.</p> <p>Limits of \$150, \$200, \$250, \$300, \$400 and \$500 per disablement are available for motor homes.</p>
Good Driving Rewards	<p>Amica's accident forgiveness program lets you earn Amica Advantage points to lower or eliminate your costs if you are in an accident. Good Driving Rewards allows you to waive an auto accident surcharge. It also allows you to eliminate or reduce deductibles.</p>
Identity Fraud Protection	<p>Your credit files and personal information are watched 24/7 at all three major credit bureaus: Equifax, Experian and TransUnion. You're alerted within 24 hours if questionable activity is detected. If you have noticed unusual activity on your credit file, you have unlimited access to a fraud specialist for help with resolving any problems quickly and efficiently.</p>
Optional Limit Transportation Expenses Coverage	<p>Optional Limits Transportation Expenses Coverage is an available option. If you opt for this coverage and you have a loss under Damage to Your Auto coverage, you will be reimbursed for charges to rent a replacement while your auto is out of service. Limits available: a maximum of \$900 per loss, a maximum of \$1,200 per loss, a maximum of \$1,500 per loss, a maximum of \$2,250 per loss, a maximum of \$3,000 per loss or a maximum of \$5,000 per loss.</p>
Limited Transportation Network Driver Coverage	<p>The personal auto policy does not provide coverage while a vehicle is being used as a public or livery conveyance. This includes operating a vehicle for a Transportation Network Company (TNC), such as Uber or Lyft.</p> <p>Amica now provides an option for our policyholders who drive for a TNC to purchase limited coverage for this activity. Coverage is provided during the period of time a driver is logged into a TNC platform up until the time the driver accepts a request to transport a passenger.</p>

- Deductible: That part of the covered loss for which you are responsible for paying. Please review your policy declaration page.
- Coverage selection
- Household risk characteristics
- Claims History
- Payment History
- Credit-based insurance scores
- Number of years insured with Amica

Additional Rating Factors

1. **Principal Place of Garaging of Your Auto** - This location is usually your home address shown on your policy. Each city, town, township, borough or other locality is part of a Rating Territory which has its own basic rates for each coverage.
2. **Use of Your Auto** - There are four categories:
 - A. **Pleasure or Drive to and from work 50% or less of the time** - Means your auto is used an average of 50% or less of the time for work. No business or farm use.
 - B. **Drive to or from work more than 50% of the time** - Means your auto is used an average of more than 50% of the time for work. Also used for pleasure but no business or farm use.
 - C. **Farm** - Means your auto is garaged on a farm or ranch and is used for farming or ranching only. The auto may not be used in any occupation other than farming or ranching, and is also not customarily used in going to or from work, other than farming or ranching, or school.
 - D. **Business** - Means your auto is used in your occupation, profession or business. Also may be used for pleasure and driving to and from work.

*"Customarily" includes use of your auto in car-pools or other share-the-ride arrangements. It also includes driving part way to and from work or school, such as to a bus or train depot, whether or not the auto is parked at such depot during the day.

Items that may impact your premium

Approved Driver Training - Lower rates apply for drivers under 21 who have successfully completed a driver training course. The course must be sponsored and approved by recognized educational authorities and conducted by a certified instructor.

The course must consist of:

1. at least 30 hours of classroom study and 6 hours of actual driving experience; or
2. at least 30 hours of classroom study, 3 hours of actual driving experience and 12 hours in an approved device which simulates practice driving.

Good Students - Lower rates apply for a driver under 25 who qualifies as a "good student". To qualify the driver must be a full time student in high school, vocational school or college, or a graduate of a college or university degree program. A statement from a school official must be presented indicating that during the immediately preceding semester the driver has met one of the following scholastic requirements:

1. Ranked in top 20% of class.
2. A "B" grade average
3. A 3 point average on a 4 point scale for the immediately preceding semester or for the average of the two preceding semesters' GPAs.
4. On "Dean's List" or "Honor Roll" or comparable listing.
5. Testing in the upper 20% in one of the following standardized tests: PSAT, PACT, SAT, ACT, IA test, CA achievement or TAP.

Students Away at School - Lower rates may apply for youthful drivers, if they are full time students at a school or college and the auto is not at school.

Legacy Program - Lower rates apply if you own an Amica Auto policy; you are the child of an existing Amica auto policyholder who has had an Amica auto policy continuously for the previous five years; and you are under the age of 30.

<p>Items that may impact your premium (continued)</p>	<p>Driver Improvement Credit - You may be entitled to a premium reduction in your Liability, Medical Payments, Personal Injury Protection and Collision premiums if the principal driver of the auto has successfully completed a driver improvement course within the past 3 years. The National Safety Council's Defensive Driving Course and the 55 Alive/Mature Driving Improvement Course are two of the courses approved for credit.</p> <p>There are several other approved courses. If the principal driver of your auto has successfully completed a driver improvement course, please advise us of the name and type of course so we can determine if you are eligible for this credit.</p> <p>Alcohol and Drugs Driving Awareness - Rates are reduced for drivers who successfully complete an Alcohol and Drugs Driving Awareness Course.</p> <p>In order to be eligible the driver must be the principal operator of the auto and must have successfully completed the course within the past 3 years. The course must meet the following standards:</p> <ol style="list-style-type: none"> 1. The Texas Commission on Alcohol and Drug Abuse must certify the organization sponsoring the course as well as any instructor teaching the course. 2. The course must be approved by the Texas Commission on Alcohol and Drug Abuse. <p>The course must be composed of a minimum 6 hours of classroom instruction. Drivers who have been convicted of DWI or DUI or minor in possession within the last 7 years are not eligible for the discount.</p>
<p>Special Equipment</p>	<p>Airbag or Passive Belting System - Medical Payments and/or No-Fault premiums are reduced if your auto is equipped with a factory installed automatic occupant restraint conforming to federal crash protection requirements.</p> <p>Electronic Stability Control System - Collision premiums are reduced if your auto is equipped with a factory installed four-wheel electronic stability control system.</p> <p>Forward Collision Warning System - Bodily Injury, Property Damage, Medical Payments and Collision premiums are reduced if your auto is equipped with a forward collision warning system.</p> <p>Adaptive Headlights - Bodily Injury, Property Damage, Medical Payments and Collision premiums are reduced if your auto is equipped with adaptive headlights.</p>
<p>Safe Driver Insurance Plan</p>	<p>Lower rates apply when you and other drivers in your household have a driving record free of chargeable accidents or motor vehicle convictions.</p> <p>Rates are increased under a point system for each chargeable accident or motor vehicle conviction that occurs within the experience period.</p>
<p>Electronic Equipment</p>	<p>Radios, Tape and/or CD Players</p> <p>Tapes, records or discs used with any sound reproducing equipment are not insured under your policy. Coverage can be purchased for an additional premium charge.</p> <p>If you have purchased Collision or Other Than Collision:</p> <ol style="list-style-type: none"> 1. Electronic equipment which reproduces, receives or transmits audio, visual or data signals, is covered when the equipment is permanently installed in a location used by the auto manufacturer for installation of such equipment. 2. Such equipment is covered, up to \$1,000 when the equipment is permanently installed in a location not normally used by the manufacturer. Increased limits are available for an additional premium charge. <p>There is no coverage for such electronic equipment that is not permanently installed in your vehicle.</p>

<p>Customized Equipment Exclusion</p>	<p>Custom features include such items as any additional equipment, furnishings, fixtures, parts such as bedliners, caps or covers, finishing, including special paint, murals or graphics.</p> <p>The loss or damage to custom features in or upon your auto is covered by physical damage insurance up to a limit of \$1,500.</p>
<p>Discounts</p>	<p>Platinum Choice Auto - Rates are reduced when at least one auto on the policy has Liability, Collision and Other Than Collision coverage. Also, the insured must purchase three of the following coverages:</p> <ol style="list-style-type: none"> 1. Good Driving Rewards. 2. Full Glass Coverage. 3. Prestige Rental Coverage. 4. Identity Fraud Protection <p>Claims Free Discount - included if you have had no at fault accidents, other than glass, towing or a claim waived under the Good Driving Rewards program, with Amica or any other insurer in the last three years preceding the three months prior to the policy effective date and at least one driver on the policy must have a minimum of thirty-nine months of driving experience.</p> <p>AutoPay Discount - included if your premiums are automatically deducted from a designated bank account or credit card.</p> <p>All Electronic Discount - included if you are enrolled in both electronic policy delivery and electronic billing.</p> <p>Paid in Full Discount - included if your Auto policy premium is paid in full on or before the first installment due date.</p> <p>Loyalty Discount - included if you have been insured for two or more years with Amica or you have been consecutively insured with your present carrier for a period of not less than two years. This discount is also available if you have been insured with your present carrier for less than two years <u>and</u> have selected the Paid in Full, All Electronic and AutoPay billing options.</p> <p>Multi-Line Discount - included if Amica provides your homeowners insurance. Additional discounts are included if you have a personal umbrella and/or qualifying Amica Life insurance policies.</p> <p>Multi-Car Discount - Rates are reduced when you own and insure two or more autos with us.</p> <p>Military Discount - included if you are an active duty, traditional drilling guard/reserve, honorably discharged or retired member of the military.</p> <p>Affinity Partnership Discount - included if you are a member of a participating organization.</p> <p>StreetSmart Discount – included if you or any drivers listed on the Declarations actively participate in the <i>StreetSmart</i> by Amica Program. <i>StreetSmart</i> by Amica is a voluntary mobile based telematics application that provides data on a drivers’ habit. Each participating driver must have a unique email address and unique mobile phone number in order to participate. In addition to getting discounts off your vehicle’s premium, rewards (in the form of a gift card) can also be earned for safe driving.</p>

Please Note: Not all discounts, limits, or coverages are available for all Policyholders.