



CLASSIC LIMITED

**Private Passenger
Automobile Insurance Policy**

READ YOUR POLICY CAREFULLY

Issued by:
Western General Insurance Company
Calabasas, California

IMPORTANT
THIS POLICY COVERS DRIVERS AND VEHICLES
LISTED AS COVERED ON YOUR POLICY'S
DECLARATIONS PAGE. DRIVERS AND VEHICLES
NOT LISTED ARE NOT COVERED.
Please read your policy for details and exceptions.

This Policy provides only the coverages listed on your Declarations Page and DOES NOT PROVIDE any coverage for which a specific premium charge is not made.

In the event of any loss covered by this policy, you must IMMEDIATELY contact this company.

Private Passenger Automobile Insurance Policy

THIS IS A RESTRICTED POLICY. PLEASE READ THIS POLICY CAREFULLY. REDUCED COVERAGE DISCLOSURES ARE INCORPORATED HEREIN AND ARE MADE A PART OF THIS POLICY.

PART I.

A. AGREEMENT

Your policy consists of the policy contract, **your** insurance application, the **Declarations Page**, and all endorsements to this policy. In consideration of the premium paid, and in reliance upon the statement of fact made in the application for this insurance, which statements of fact **you** represent are true to the best of **your** knowledge, **we** agree to insure **you**, for the coverages shown in the **Declarations Page**, and subject to all the terms and conditions of the policy.

GLOBAL EXCLUSION: THIS EXCLUSION APPLIES TO THE ENTIRE POLICY. NAMED VEHICLES ONLY: THIS POLICY AND ALL OF ITS PARTS COVER ONLY VEHICLES THAT ARE LISTED IN THE DECLARATIONS. THERE IS NO COVERAGE UNDER THIS POLICY IF YOU ARE DRIVING ANY OTHER VEHICLE. IN OTHER WORDS, IF YOU DRIVE ANOTHER VEHICLE (BORROWED, RENTED, TEMPORARY SUBSTITUTE OR OTHERWISE) THIS POLICY WILL PROVIDE NO COVERAGE OF ANY KIND.

B. DEFINITIONS

“**Accident**” means a sudden, unexpected, and unintended occurrence.

“**Automobile business**” means the **business** or occupation of selling, leasing, renting, repairing, servicing, storing or parking automobiles.

“Bodily injury” means bodily harm, sickness, or disease, including death. **Bodily injury** does not include any sexually transmitted disease.

“Business or commercial purpose” means relating to or connected with any business, trade, or the exchange, buying or selling of goods or services, including but not limited to the following: (a) providing transportation as a public or livery conveyance, including but not limited to the use of the vehicle as a taxi, rideshare service, transportation network company, shuttle, Uber, Lyft, or similar transportation service; (b) delivering or picking up property, goods, or products, including but not limited to pizza, documents, newspapers, food, flowers, equipment, supplies or consumer products; (c) transporting or carrying tools, supplies, equipment, building materials, merchandise, or persons to or from a location or between locations for a business purpose or to render services at such location; or (d) regular or frequent use of the vehicle to drive to or from multiple work locations, including but not limited to services provided by caregivers, contractors, sales representatives, marketing representatives, and real estate agents/brokers.

“Covered automobile” means:

1. an automobile identified by the year, make, model and vehicle identification number on the **Declarations Page**;
2. a replacement automobile, meaning a **private passenger type** automobile, on the date **you** become the owner of it, provided that:
 - (a) it replaces a **covered automobile** described on the **Declarations Page**; and
 - (b) the **named insured** notifies the Company of the replacement automobile within 72 hours of purchase by the **insured**, requests coverage under this policy and pays any additional premium required.
 - (c) the replacement vehicle will have the same coverages as the vehicle it replaces. Additional coverage may be added when **you** request it and pay **us** any additional premium required.
3. an additional automobile, meaning a **private passenger type** automobile the **named insured** acquires during the **policy period**, if it is in addition to any automobile described in the **Declarations Page**, provided that:
 - (a) on the date the **named insured** acquires the additional automobile, the Company insures all automobiles the **named insured** owns; and
 - (b) the **named insured** asks the Company to insure the additional automobile within 72 hours of the date the **insured** purchases the additional automobile and pays any additional premium required.

- (c) Automobile Physical Damage coverage will not apply unless all vehicles shown in the **Declarations Page** are afforded Automobile Physical Damage coverage. Otherwise, there will be no Automobile Physical Damage coverage for the additional vehicle until and unless **you** request it and pay **us** the additional premium required.
- 4. A **covered automobile** does not include a **temporary substitute automobile** which is excluded from the definition of **covered automobile** and shall not be provided any coverage.

“**Crime**” means any felony.

“**Declarations**” and “**Declarations Page**” mean the Personal Automobile Policy **Declarations** that lists the **named insured**, the autos to be covered by this policy, the coverages that apply under this policy, the limits of liability, the endorsements to **your** policy, the **policy period**, and other information pertinent to **your** policy of insurance when purchased from **us**.

“**Insured**” means a person qualifying as an **insured** under the definition of **insured** in each Part. The insurance afforded applies separately to each **insured** against whom a claim is made or suit is brought, except with respect to the Company’s liability.

“**Loss**” means direct and accidental **loss** or damage.

“**Named Insured**” means the person listed on the **Declarations Page** as the **named insured**.

“**Occupying**” means in, on, getting into or out of.

“**Our,**” “**Us,**” and “**We**” refers to the Company providing this insurance.

“**Policy Period**” means the period of time from the effective date specified on the Policy **Declarations** to the expiration date or earlier cancellation date, if any.

“**Private Passenger Type**” means an automobile designed for pleasure, non-commercial, personal or family use principally upon public highways.

“**Property Damage**” means:

- 1. damage to or destruction of tangible property which occurs during the **policy period**, including the loss of such property therefrom, or

2. loss of use of tangible property which has not been damaged or destroyed, provided such loss of use is caused by an **accident** during the **policy period**.

“**Relative**” means a person who is a resident of the **insured’s** household who is a spouse, child, step-child, foster child, or adopted child of the **named insured**, and any other person related to the **named insured** by blood or marriage who is a resident of the **insured’s** household.

“**State**” means the District of Columbia, and any **state**, territory or possession of the United States, and any province of Canada.

“**Temporary substitute automobile**” means a **private passenger type** automobile (not including motorcycles) not owned by the **named insured** or any **resident** of the same household, while temporarily used with the permission of the owner as a substitute for a **covered automobile** described on the **Declarations Page** when the **covered automobile** is withdrawn from use for servicing or repair or because of its breakdown, **loss** or destruction. This policy does not provide coverage for any **temporary substitute automobile**.

“**Trailer**” means a vehicle designed to be pulled by a **private passenger type** vehicle.

“**You**” and “**Your**” refers to the Policyholder named in the **Declarations** and spouse if living in the same household.

PART II. AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. COVERAGE

COVERAGE A — BODILY INJURY LIABILITY

COVERAGE B — PROPERTY DAMAGE LIABILITY

The Company will pay, up to the limits of liability stated in the **Declarations**, all sums for which an **insured** is legally liable because of **bodily injury** to any person or **property damage** sustained in an **accident** arising out of the ownership, maintenance, or use of a **covered automobile**, other than punitive or exemplary damages. The Company will defend any suit or settle any claim for the insured damages as **we** think appropriate. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy. **Our**

agreement to settle or defend ends when **our** limit of liability for this coverage has been paid.

Coverage includes replacement of a child passenger restraint system that was in use by a child during an **accident** for which liability coverage under this policy is applicable due to the liability of an **insured**.

If, in the defense of any claim, an **insured** is entitled by law to independent counsel, and has not waived that right in writing, **we** will provide such counsel. Independent counsel may be chosen by the **insured**, provided that such counsel has:

1. at least five (5) years of experience in civil litigation, including substantial defense experience in the subject at issue in the action; and
2. a policy of professional liability insurance (malpractice coverage) in full force and effect at the times that professional services are rendered.

We are not obligated to pay the fees of such counsel until the **insured** provides **us** with reasonable written proof that the counsel chosen possesses these minimum qualifications. In no event are **we** obligated to pay fees in excess of the rate actually paid by **us** to an attorney in the ordinary course of business in the defense of a similar action in the community in which the claim arose or is being defended.

B. PERSONS INSURED

“Insured” as used in this Part II means:

1. the **named insured** and the **insured’s** spouse, if the spouse is listed on the policy Declarations as a covered driver.
2. any **relative** who is a resident of the **named insured’s** household and listed on the policy Declarations as a covered driver.
3. a permissive user, meaning any person using a **covered automobile** with the **named insured’s** permission within the scope of such permission, unless the permissive user is excluded from the policy.

Permissive User Coverage Limitation:

Regardless of the limits selected by the **named insured**, the most the Company will pay when the **covered automobile** is driven by a permissive user is \$15,000 per person/\$30,000 per **accident** for **bodily injury** and \$5,000 per **accident** for **property damage**.

In the event of a sale or other transfer of ownership of **your covered automobile** (including giving the vehicle as a gift free of charge), coverage terminates on that

automobile as soon as the buyer or recipient takes possession, and coverage will not transfer to the new owner.

C. FEDERAL TORT CLAIMS ACT EXCLUSION

The following are not an “**insured**” under Part II of this policy:

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

D. ADDITIONAL PAYMENTS

As respects an **insured**, **we** will pay, in addition to **our** limit of liability:

1. all costs **we** incur in the settlement of any claim or defense of any suit.
2. premiums on appeal bonds and attachment bonds required in any suit **we** defend. However, **we** will not pay the premium for attachment bonds for an amount in excess of **our** limit of liability. **We** have no obligation to apply for or to furnish such a bond.
3. any charge not exceeding \$250.00 for a bail bond required by a traffic law violation or auto **accident** causing **bodily injury** or **property damage** covered by this Part. **We** have no obligation to apply for or furnish such a bond.
4. any other reasonable expenses incurred at **our** request, including actual loss of earnings not to exceed \$25.00 per day.

E. EXCLUSIONS - Please read the following exclusions carefully. If an exclusion is applicable, coverage will not be afforded under this Part II - A & B.

This coverage, including **our** duty to defend, does not apply to:

1. **Bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any vehicle, including a **covered automobile**, for any **business or commercial purpose**. This exclusion applies regardless of whether the **insured** is operating the motor vehicle in the course of their own business or as an employee of another’s business. This exclusion shall not apply to the operation or use of a motor vehicle by the **named insured** in the performance of volunteer services for a nonprofit charitable organization or governmental agency.
2. liability assumed by an **insured** under any contract or agreement.
3. **bodily injury** or **property damage** caused intentionally by or at the direction of any **insured**.

4. liability imposed upon or assumed by any **insured** under any Workers' Compensation law except for domestic employees, if benefits are neither paid nor required to be provided under Workers' Compensation, disability benefits or similar laws.
5. **property damage** to property owned, rented to, transported by or in the charge of, an **insured**. A motor vehicle operated by an **insured** shall be considered to be property in charge of an **insured**.
6. **bodily injury** or **property damage** to any **insured** or **relative**.
7. **bodily injury** or **property damage** occurring while the **covered automobile** is rented or leased to others.
8. **bodily injury** or **property damage** arising out of the ownership, maintenance or use by an **insured** of any motorized vehicle with more or less than four (4) wheels.
9. **bodily injury** or **property damage** with respect to which any person is an **insured** under nuclear energy liability insurance. This exclusion applies even if the limits of that insurance are exhausted.
10. **bodily injury** or **property damage** arising out of the use of any vehicle other than a **covered automobile**.
11. any person, other than the **named insured**, while employed or otherwise engaged in the **automobile business**, if the vehicle is being used for that purpose at the time of **loss**.
12. **bodily injury** or **property damage** sustained due to war, whether or not declared, civil war, insurrection, rebellion or revolution, civil commotion, riot, or to any act or condition incident to any of the foregoing.
13. any portion of **bodily injury** liability claims in excess of \$15,000 per person/\$30,000 per **accident** and/or **property damage** limit in excess of \$5,000 per **accident**, when an **accident** arises out of the operation or use of a **covered automobile** by any **insured** during the commission of a **crime**, and coverage shall be suspended until the criminal charges have been adjudicated.
14. **bodily injury** or **property damage** arising from the use of a **temporary substitute automobile**.
15. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any vehicle in any of the following activities or preparation for such activities, whether organized or spontaneous, and regardless of where the activity takes place: (a) street racing; (b) drag racing; (c) exhibitions of speed; (d) speed contest; (e) drifting; (f) demolition contest; (g) stunting; or (h) road rally.
16. any portion of **bodily injury** liability claims in excess of \$15,000 per person/\$30,000 per **accident** and/or **property damage** limit in excess of

\$5,000 per **accident**, when an **accident** arises out of the operation or use of a **covered automobile** by a driver driving under the influence of drugs or alcohol and coverage shall be suspended until the issue of driving under the influence is adjudicated.

F. CONFORMITY WITH FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by the law. Any coverage provided under this provision, which is broader than the coverage otherwise provided under this, Part II, will be excess over any other valid and collectible insurance. In no event shall any person be entitled to receive duplicate payments for the same elements of **loss**. This policy's liability limits will not increase to match other states' minimum financial responsibility limits. The limits applicable to a **loss** are those set forth in the Declaration page regardless of the state in which the **loss** occurs.

G. LIMITS OF LIABILITY

The limits of liability shown in the **Declarations** are the most **we** will pay regardless of the number of:

1. **insureds**, as defined in this policy;
2. persons or organizations who sustained **bodily injury** or **property damage**;
3. claims made;
4. **covered automobiles**;
5. lawsuits brought;
6. vehicles involved in an **accident**; or
7. premiums paid.

The Company's liability is limited as follows:

Coverage A - The **bodily injury** liability limit for each person as stated in the **Declarations** is the maximum **we** will pay for all damages from **bodily injury** sustained by one person in any one **accident**. Any claims for care, loss of services, loss of consortium or injury to the relationship shall be included in this limit. This is the maximum **we** will pay regardless of the number of vehicles described in the **Declarations**, claims, claimants, policies, or vehicles involved in the **accident**.

Subject to the **bodily injury** liability limit for each person, the **bodily injury** limit for each **accident** is the maximum for **bodily injury** sustained by two or more persons in any one **accident**. This is the maximum **we** will pay regardless of the number of

vehicles described in the **Declarations, insureds**, claims, claimants, policies, or vehicles involved in an **accident**.

Coverage B - The **property damage** liability limit for each **accident** is the maximum **we** will pay for all damages to all property in any one **accident**. This is the maximum **we** will pay regardless of the number of vehicles described in the **Declarations, insureds**, claims, claimants, policies, or vehicles involved in the **accident**.

Coverages A and B - Permissive User Coverage Limitation: Regardless of the limits selected by the **named insured**, the most the Company will pay when the **covered automobile** is driven by a permissive user is \$15,000 per person/\$30,000 per **accident** for **bodily injury** and \$5,000 per **accident** for **property damage**.

Any payment to a person or persons under this Part II shall be reduced by any payment to that person under Part IV. Uninsured and Underinsured Motorist Insurance, Coverage D - Uninsured and Underinsured Motorists and Part II shall also be reduced by any payment to that person under Part III. Automobile Medical Payments Insurance - Coverage C - Automobile Medical Payments.

H. OTHER INSURANCE

If there is other applicable automobile insurance for an **accident** covered under this Part II, Part III or Part IV, **we** will pay **our** proportionate share as **our** limits of liability bear to the total of all applicable limits. Any insurance afforded under these Parts for a vehicle **you** do not own, however, is excess over any collectible automobile Liability, Medical Payment or Uninsured and Underinsured Motorist Insurance.

With respect to a **covered automobile**, ownership of which is newly acquired by the **named insured** during the **policy period** and not described in the **Declarations**, this insurance shall not apply if any other valid and collectible insurance is available to the **named insured**.

PART III - AUTOMOBILE MEDICAL PAYMENTS INSURANCE COVERAGE C - AUTOMOBILE MEDICAL PAYMENTS

A. COVERAGE

Subject to the Limit of Liability shown on the **Declarations Page**, if **you** pay a premium for Medical Payments coverage **we** will pay the **usual and customary charge** for reasonable and necessary expenses resulting from a covered **accident**

and incurred within one (1) year from the date of the covered **accident**, for medical and funeral services because of **bodily injury**:

1. caused by an **accident**; and
2. sustained by an **insured**.

B. ADDITIONAL DEFINITIONS USED IN THIS COVERAGE PART ONLY

“Insured” means:

1. **you** or any **relative** while **occupying** or through being struck by a motor vehicle or **trailer**.
2. any other person while **occupying your covered automobile** while the vehicle is being used by **you**, a **relative** or another person, if that person’s use is with **your** permission.

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

C. ARBITRATION

The determination of whether an **insured** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured** and **us**. If no agreement is reached, the decision will be made by arbitration. Any demand for arbitration must be made within one (1) year of the date of the **accident**. An **insured** demanding arbitration must send written notice to **us**, or **our** agent for process, by certified mail, return receipt requested.

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

1. that the **insured** is legally entitled to recover for medical payments; or
2. as to the amount of payment under this Part,

either party shall demand in writing that the issue be determined by arbitration. In that event the matter or matters upon which the parties do not agree shall be settled by a single neutral arbitrator whose decision may be entered in a court having jurisdiction. Each party shall pay the expense incurred by that party and will bear the expenses of the arbitrator equally.

All other issues between **us** and any person under this Part, including the existence or limits of coverage, must be decided by the arbitrator.

The decision of the arbitrator will be binding as to:

1. Whether the **insured** is legally entitled to recover damages; and

2. The amount of damages.

The arbitrator shall have no jurisdiction to make an award in excess of the limits of **our** coverage.

D. EXCLUSIONS

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

1. other than the **named insured** or a **relative**, while employed or otherwise engaged in duties in connection with an **automobile business**.
2. sustained while **occupying** a **covered automobile** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
3. sustained while **occupying** any automobile used as a residence or premises.
4. sustained while **occupying** any motorized vehicle with less than (4) wheels.
5. sustained due to war, whether or not declared, civil war, insurrection, rebellion or revolution, civil commotion, riot, or to any act or condition incident to any of the foregoing.
6. sustained while **occupying** a vehicle other than a **private passenger type** automobile while the vehicle is being used in the **business** or occupation of an **insured**.
7. sustained to any employee of an **insured** arising out of and in the course and scope of employment by the **insured**, regardless of whether the employee was **occupying** a **covered automobile**.
8. sustained arising out of an **accident** involving a vehicle while being used by a person while employed or engaged in the **business** of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles.
9. sustained while **occupying** or when struck by a vehicle owned by an **insured**, or furnished for the regular use of any **insured**, and not listed as a **covered automobile** on the **Declarations Page** of this policy.
10. sustained during the course of employment if benefits are payable or must be provided under a Workers' Compensation law or similar law.
11. sustained to the owner of a **temporary substitute automobile**.
12. sustained resulting from **occupying** any motor vehicle operated in any racing event, speed or demolition contest, stunting contest, or practice or preparation for any such contest or event.
13. sustained due to nuclear reaction or radiation.

14. sustained while insurance is afforded under a nuclear energy liability insurance contract.
15. for which the United States Government is liable under the Federal Tort Claims Act.
16. sustained while **occupying** any motor vehicle without the permission or consent of the owner.
17. sustained while a **covered automobile** is leased or rented to others.
18. sustained in the commission of a **crime**, and coverage shall be suspended until the criminal charges have been adjudicated..
19. caused intentionally by or at the direction of an **insured**.
20. sustained by any **insured** who is the driver of a vehicle and is, at the time of an **accident**, under the influence of alcohol or drugs, and if this **insured** is negligent or partially negligent for the **accident**. Coverage shall be suspended until the issue of driving under the influence is adjudicated.
21. arising out of the operation, maintenance or use of a motor vehicle, including a **covered automobile**, for any **business or commercial purpose**. This exclusion applies regardless of whether the **insured** is operating the motor vehicle in the course of their own business or as an employee of another's business. This exclusion shall not apply to the operation or use of a motor vehicle by the **named insured** in the performance of volunteer services for a nonprofit charitable organization or governmental agency.

E. LIMITS OF LIABILITY – NO STACKING OF MEDICAL PAYMENTS INSURANCE LIMITS

Coverage on the **insured's covered automobiles** cannot be added, stacked together, or combined. If the **insured** has more than one **covered automobile** insured with **us**, the Company will not pay any **insured** more than the single highest limit of Medical Payments coverage which the **insured** may have on any one of those **covered automobiles**. If a **covered automobile** listed on the policy is involved in the **accident**, the Medical Payments coverage provided by this policy, if any, applicable to that vehicle will apply. This limit applies regardless of the number of policies, separate premiums paid for automobile medical payments, **insureds, covered automobiles**, claims made, or vehicles involved in the **accident**.

Regardless of the number of persons or organizations who are **insureds** under this policy, persons who sustain **bodily injury**, claims made or suits brought on account of **bodily injury**, or **covered automobiles** to which this policy applies, the limit of liability for medical payments stated in the **Declarations** as applicable to

each person is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains **bodily injury** as the result of any one **accident**. When more than one Medical Payments coverage afforded by this policy applies to the **loss**, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

F. NO DUPLICATION OF PAYMENTS

There shall be no duplication of payments between Part II. of this policy providing liability coverage and this Part III. providing Medical Payments coverage. All payments under this part to or on behalf of any person shall be considered as an advance payment to that person. Amounts payable under Part II. to that person will be reduced by that amount.

G. MEDICAL REPORTS; PROOF AND PAYMENT OF CLAIM

As soon as practicable the injured person or someone on their behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay medical expenses to the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or of the Company, or that such expenses were reasonable or necessary.

H. OTHER INSURANCE

Any automobile Medical Payments insurance provided by this policy shall be excess over any other valid and collectible insurance available to the **insured**.

PART IV. UNINSURED AND UNDERINSURED MOTORISTS INSURANCE COVERAGE D - UNINSURED AND UNDERINSURED MOTORISTS

A. COVERAGE

If the **Declarations Page** indicates **you** have Uninsured and Underinsured Motorists Coverage and if **you** have paid a premium for these coverages **we** will pay for damages, up to the limits stated in the **Declarations**, which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle** except for punitive or exemplary damages, because of:

1. **Bodily Injury** and/or

2. **Property Damage** (if the **Declarations Page** indicates **you** have Uninsured Motorists Property Damage coverage) caused by an **accident** and resulting from the ownership, maintenance or use of the **uninsured motor vehicle**, or **underinsured motor vehicle**. But, the Uninsured Motorists Property Damage coverage does not apply to an **underinsured motor vehicle**.

We will pay for damages, up to the limits stated in the **Declarations**, which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** only after the limits of the liability under all applicable bodily injury liability bonds or policies have been exhausted by payment or judgments or settlements.

B. ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this part:

1. **"Hit-and-run vehicle"** means a motor vehicle which causes **bodily injury** or **property damage** arising out of physical contact of such vehicle with the **insured** or with a vehicle which the **insured** is **occupying** at the time of the **accident**, and the driver of such motor vehicle failed to remain at the scene of the **accident**, provided:
 - (a) for bodily injury coverage to apply, the identity of either the operator or owner of such motor vehicle cannot be ascertained;
 - (b) for property damage coverage to apply, the operator or owner of the **uninsured motor vehicle** is identified or the **uninsured motor vehicle** is identified by its license number;
 - (c) the **insured** or someone on their behalf shall have reported the **accident** within 24 hours to the police, and shall have filed with the company within 30 days thereafter a statement under oath that the **insured** or their legal representative has a cause or causes of action arising out of such **accident** for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
 - (d) at the Company's request, the **insured** or their legal representative makes available for inspection the vehicle which the **insured** was **occupying** at the time of the **accident**.
2. **"Insured"** means:
 - (a) the **named insured** or any **relative** while **occupying** a **covered automobile** or, while not **occupying** a **covered automobile**, when struck by a motor vehicle;
 - (b) any person while **occupying** a **covered automobile**;

- (c) any person that is entitled to recover damages because of **bodily injury to you, a relative, or another occupant of your covered automobile.**

But no person shall be considered an **insured** unless that person's use of the **covered automobile** is with **your** permission.

- 3. **"Property Damage"** means physical damage to, or destruction of, a **covered automobile**. It does not include loss of use of the **covered automobile**.
- 4. **"Underinsured Motor Vehicle"** means a motor vehicle to which a bodily injury liability bond, policy, cash deposit, or self-insurance certificate applies at the time of the **accident**, but the sum of all such bonds, policies, deposits or self-insurance is less than the coverage limit for the Uninsured Motorist Bodily Injury Coverage shown on the **Declarations Page**.

An **"Underinsured Motor Vehicle"** does not include any vehicle or equipment:

- (a) owned by **you** or a **relative**;
 - (b) furnished for **your** regular use or that of a **relative**;
 - (c) owned or operated by a self-insurer under any motor vehicle law;
 - (d) owned by any governmental unit or agency;
 - (e) operated on rails or crawler treads;
 - (f) designed mainly for use off-road, while not on public roads;
 - (g) while used as a residence or premises;
 - (h) expressly identified by year, make, model and serial number on the **Declarations Page** of this policy; or
 - (i) not required to be registered as a motor vehicle.
- 5. **"Uninsured Motor Vehicle"** means a land motor vehicle or **trailer** of any type:
 - (a) to which no liability bond or policy applies at the time of the **accident**; or
 - (b) to which a liability bond or policy applicable at the time of the **accident** exists but the insuring company denies coverage or refuses to admit coverage except conditionally or with reservation or is or becomes insolvent; or
 - (c) for **bodily injury** only, a **hit-and-run vehicle** whose operator or owner is unknown and as respects to which there is physical contact with:
 - 1. **you** or a **relative**;
 - 2. a vehicle which an **insured** is **occupying**, or

3. **your covered automobile**
- (d) for **property damage** only, a **hit-and-run vehicle** which makes direct physical contact between **your covered automobile** and:
 1. the owner or operator of the **uninsured motor vehicle** is identified; or
 2. the **uninsured motor vehicle** is identified by its license number.

An “**Uninsured Motor Vehicle**” does not include any vehicle or equipment:

- (a) owned by **you** or a **relative**
- (b) furnished for **your** regular use or that of a **relative**;
- (c) owned or operated by a self-insurer under any motor vehicle law;
- (d) owned by any governmental unit or agency;
- (e) operated on rails or crawler treads;
- (f) designed mainly for use off-road, while not on public roads;
- (g) while used as a residence or premises;
- (h) expressly identified by year, make, model and serial number on the **Declarations Page** of this policy; or
- (i) not required to be registered as a motor vehicle.

C. EXCLUSIONS

Coverage under this Part IV is not provided for **bodily injury** or **property damage** sustained by any person:

1. caused by an **uninsured motor vehicle** or **underinsured motor vehicle** to an **insured** with respect to which such **insured**, their legal representative or any person entitled to payment under this insurance shall, without written consent of the Company, prosecute to judgment or make any settlement with any person or organization who may be legally liable therefor.
2. while **occupying** a motor vehicle (other than a **covered automobile**) owned by the **named insured**, any **insured** or any **relative**, or through being struck by such a vehicle.
3. so as to inure directly or indirectly to the benefit of any Workers' Compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any Workers' Compensation or disability benefits law or any similar law.
4. caused intentionally by or at the direction of an **insured**.
5. caused by a motor vehicle owned or operated by the **named insured** or a **relative**.
6. sustained while **occupying** any **covered automobile** or while **occupying** any **temporary substitute automobile** operated by a **named insured**

- while such vehicle is used as a public or livery conveyance, but this exclusion does not apply to shared expense carpools.
7. to any **insured** while **occupying** any **temporary substitute automobile** if the owner thereof has insurance similar to that provided in this section. Similar insurance means identical limits.
 8. caused by a motor vehicle furnished for regular use by a **named insured** or any **relative**.
 9. to punitive damages claimed against an owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**.
 10. while the **covered automobile** is being used off-road, such as on fire trails, logging roads, desert tracks, sand dunes, beaches and any other similar off-road or cross country use.
 11. arising out of the operation, maintenance or use of a motor vehicle, including a **covered automobile**, for any **business or commercial purpose**. This exclusion applies regardless of whether the **insured** is operating the motor vehicle in the course of their own business or as an employee of another's business. This exclusion shall not apply to the operation or use of a motor vehicle by the **named insured** in the performance of volunteer services for a nonprofit charitable organization or governmental agency.
 12. while using or **occupying** a **covered automobile** without the express or implied permission of **you**, a **relative**, or the owner;
 13. while using or **occupying** a motor vehicle owned by a person excluded from the coverage under this policy under a Named Driver Exclusion Election.
 14. while **occupying** or when struck by a motor vehicle owned by **you** or a **relative** which is not insured for this coverage under this policy.
 15. while **occupying** a motor vehicle used in a **racine** event, speed or demolition contest, stunting event, or in practice or preparation for any such contest or event.
 16. while **occupying** any vehicle with less than four (4) wheels.
 17. if there is no actual, direct physical contact between the **uninsured motor vehicle** and the **covered automobile**.

The insurance coverage provided in this section does not apply either as primary or as excess coverage to **bodily injury** of the **insured** when struck by a vehicle owned by an **insured**, except when the injured **insured's** vehicle is being operated, or caused to be operated, by a person without the injured **insured's** consent in connection with a **crime** that has been documented in a police report and that the injured **insured** is not a party to.

D. LIMIT OF LIABILITY - NO STACKING OF UNINSURED MOTORISTS LIMITS

Coverage on the **insured's covered automobiles** cannot be added, stacked together, or combined. If the **insured** has more than one **covered automobile** insured with **us**, the Company will not pay any **insured** more than the single highest limit of Uninsured Motorist coverage which the **insured** may have on any one of those **covered automobiles**. This limit applies regardless of the number of policies, separate premiums paid for Uninsured Motorist coverage, **insureds**, **covered automobiles**, claims made, or vehicles involved in the **accident**. Where an automobile described in the **Declarations** is involved in an **accident**, the policy limit applicable to that automobile will apply.

E. ARBITRATION

The determination of whether an **insured** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured** and **us**.

If no agreement is reached, the decision will be made by arbitration. If the **accident** involves an **uninsured motor vehicle**, any demand for arbitration must be made within two (2) years of the date of the **accident**. If the **accident** involves an **underinsured motor vehicle**, the demand must be made within two (2) years after all applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements. With respect to **property damage**, arbitration proceedings must be formally instituted by the **insured** within two (2) years from the date of the **accident**. An **insured** demanding arbitration must send written notice to **us**, or **our** agent for process, by certified mail, return receipt requested.

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

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

1. that the **insured** is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle**; or
2. as to the amount of payment under this Part,

either party shall demand in writing that the issue be determined by arbitration. In that event the matter or matters upon which the parties do not agree shall be settled by a single neutral arbitrator whose decision may be entered in a court having jurisdiction. Each party shall pay the expense incurred by that party and will bear the expenses of the arbitrator equally.

All other issues between **us** and any person under this Part, including the existence or limits of coverage, must be decided by the arbitrator.

The decision of the arbitrator will be binding as to:

1. Whether the **insured** is legally entitled to recover damages; and
2. The amount of damages.

The arbitrator shall have no jurisdiction to make an award in excess of the limits of **our** coverage.

If an **insured** has or may have rights to benefits under any Workers' Compensation law, the arbitrator shall not proceed with the arbitration until the physical condition of the **insured** is stationary and ratable. If an **insured** claims a permanent disability, such claim shall be adjudicated by award or settled by compromise and release before the arbitration may proceed.

F. LIMITS

Regardless of the number of persons or organizations who are **insureds** under this policy, persons who sustain **bodily injury**, claims made or suits brought on account of **bodily injury**, or **covered automobiles** to which this insurance applies:

1. The limit of liability stated in the policy as applicable to each person is the limit of the Company's liability for all damage because of **bodily injury** sustained by one person as the result of any one **accident** including damages for care, loss of consortium, and loss of services resulting from **bodily injury** sustained by that person or any other person. Further, subject to the above provisions respecting each person, the limit of liability stated in the **Declarations** as applicable to each **accident** is the total limit of the Company's liability for all damages because of **bodily injury** sustained by two or more persons as the result of any one **accident**. However, the maximum amount payable for **accidents** involving an **underinsured motor vehicle** is the limit of liability of the policy or bond applicable to each **underinsured motor vehicle**.
2. Any amount payable under the terms of this insurance because of **bodily injury** sustained in an **accident** by a person who is an **insured** under this coverage shall be reduced by all sums paid on account of such **bodily injury** by or on behalf of:
 - (a) the owner or operator of the **uninsured motor vehicle** or **underinsured motor vehicle**; and
 - (b) any other person or organization jointly or severally liable together with such owner or operator for such **bodily injury**, including all sums paid under the bodily injury liability coverage of this policy.

3. In addition to paragraph 2 above, any amount payable under the terms of this insurance to or for any persons shall be reduced by the amount paid and the present value of all amounts payable to that person, his or her executor, administrator, heirs, or legal representative under any Workers' Compensation law, exclusive of non-occupational disability benefits.
4. Any payment made under this insurance to or for any **insured** shall be applied to reduce the amount of damages which they may be entitled to recover from any person or organization that is an **insured** under the bodily injury liability coverage of this policy.
5. The damages which the **insured** may be entitled to recover from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** shall be reduced by the expenses for medical services paid or payable under the Medical Payments coverage of the policy.

G. PROOF OF CLAIM; MEDICAL REPORTS

As soon as practical, the **insured** or other person(s) making claim(s) shall give to the Company written proof of claim, under oath, if requested, including full particulars of the nature and extent of the injuries, treatment, and other details entering in the determination of the amount payable hereunder. The **insured** and every other person making claim(s) hereunder shall submit to examinations under oath by any person named by the Company and subscribe to the same, as often as may reasonably be required.

The injured person shall submit to physical examinations by physicians selected by the Company when and as often as the Company may reasonably require or in the event of death or incapacity the person's legal representative, or the person or persons entitled to sue thereof, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports and copies of records.

H. ASSISTANCE AND COOPERATION OF THE INSURED

After notice of claim for **uninsured motor vehicle** or **underinsured motor vehicle** coverage under this insurance, the Company may require the **insured** to take such action as may be necessary or appropriate to preserve their right to recover damages from any person or organization alleged to be legally responsible for the **bodily injury**; and in any action against the Company, the Company may require the **insured** to join such person or organization as a party defendant.

I. NOTICE OF LEGAL ACTION

If, before the Company makes payment of **loss** hereunder, the **insured** or their legal representative shall institute any legal action for **bodily injury** against any person or organization legally responsible for the use of a motor vehicle involved in the **accident**, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the Company by the person making such claim or their legal representative.

J. OTHER INSURANCE

Under this coverage part, there is no coverage provided if the **insured** is **occupying** a motor vehicle other than a **covered automobile** described in this policy if the owner of the motor vehicle has insurance similar to that provided in this policy. "Similar insurance" means a policy having the same or greater coverage limits.

If the **insured** has insurance available under more than one Uninsured Motorist coverage provision, any damages shall not be deemed to exceed the higher of the applicable limits of the respective coverages, and the damages shall be prorated between the applicable coverages as the limits of each coverage bear to the total of the limits.

K. TRUST AGREEMENT

In the event of payment to any person under this insurance for damages caused by an **uninsured motor vehicle** or **underinsured motor vehicle**:

1. the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person(s) against any person or organization legally responsible for the **bodily injury** because of which such payment is made;
2. such person shall hold in trust for the benefit of the Company all rights of recovery which they shall have against such other person(s) or organization because of damages which are the subject of claim(s) made under this insurance;
3. such person(s) shall do whatever is proper to secure and shall do nothing after a **loss** to prejudice such rights;
4. if requested in writing by the Company, such person(s) shall take, through any representative designated by the Company, such action as may be necessary or appropriate to recover such payment as damages from such other person(s) or organization, such action to be taken in the name of such person. In the event of a recovery, the Company shall be reimbursed

out of such recovery for expenses, costs and attorney's fees incurred by it in connection therewith;

5. no action may be filed against **us** with respect to Uninsured Motorists coverage unless, within two years from the date of the **accident**, suit for **bodily injury** has been filed in the proper court against the uninsured motorist, or an agreement as to the amount due under the policy has been concluded or the **insured** or their representative has demanded arbitration in writing, and sent such request by certified mail;
6. such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person(s) and the Company established by this provision.

L. PAYMENT OF LOSS BY THE COMPANY

Any amount due hereunder is payable:

1. to the **insured**, or
2. if the **insured** is a minor to their parent or legal guardian, or
3. if the **insured** is deceased to their surviving spouse, otherwise
4. to a person authorized by law to receive such payment or to a person legally entitled to recover the damages, which the payment represents.

PART V - AUTOMOBILE PHYSICAL DAMAGE COVERAGE COVERAGE E - COLLISION COVERAGE F - OTHER THAN COLLISION

A. COVERAGE

The Company will pay for **loss** in excess of the deductible amount, if any, stated in the Policy **Declarations** applicable thereto to a **covered automobile** under:

1. Coverage E, OTHER THAN COLLISION, from any cause except **collision**. For the purpose of this coverage, breakage of glass and **loss** caused by missiles, falling objects, fire, lightning, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed **loss** caused by **collision**;
2. Coverage F, COLLISION, caused by **collision**. Coverage includes replacement of a child passenger restraint system if the child passenger restraint system was in a **covered automobile** and occupied by a child at the time of an **accident**.

NAMED DRIVERS ONLY. THIS PART OF THIS POLICY ONLY COVERS DRIVERS THAT ARE LISTED AS COVERED DRIVERS IN THE DECLARATIONS PAGE. IF ANY PERSON DRIVES YOUR VEHICLE AND IS NOT LISTED IN THE DECLARATIONS AS A COVERED DRIVER, THERE WILL BE NO COVERAGE UNDER THIS PART.

VEHICLES WE INSURE: NAMED VEHICLE ONLY. WE INSURE ONLY THE VEHICLE DESCRIBED IN THE DECLARATIONS PAGE AND ANY VEHICLE YOU REPLACE IT WITH, SUBJECT TO THE DEFINITION OF COVERED AUTOMOBILE IN PART I.B., OF THIS POLICY, AND NONE OTHER EXCEPT AS SET FORTH BELOW. THEREFORE, IF YOU RENT OR BORROW A VEHICLE, OR OTHERWISE DRIVE A VEHICLE THAT IS NOT LISTED ON THE DECLARATIONS PAGE AND THAT IS NOT A COVERED AUTOMOBILE AS DEFINED IN PART I.B., THERE IS NO COVERAGE PROVIDED BY THIS POLICY.

WE DO NOT INSURE, UNDER THIS PART, ANY TEMPORARY SUBSTITUTE AUTOMOBILE AS DEFINED IN PART I.B.

WE ALSO DO NOT PROVIDE COVERAGE FOR THE EXPENSE TO RENT A VEHICLE IN THE EVENT OF THEFT OR COLLISION LOSS, UNLESS AN ENDORSEMENT IS PURCHASED THAT PROVIDES SUCH COVERAGE.

B. ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

“Camper body” means a body designed to be mounted upon a **covered automobile** and equipped as a sleeping or living quarters.

“Collision” means:

1. the colliding of a **covered automobile** with another object or with a vehicle to which it is attached; or
2. upset of such **covered automobile**.

“Loss” means direct and accidental **loss** or damage.

“Insured” means the person or organization named in the **Declarations** of this Policy.

C. SUPPLEMENTARY PAYMENTS

In addition to the applicable limits of liability, the Company will reimburse the **insured** or pay for:

Towing and storage charges that are incurred by **you** and reasonably necessary to protect the **covered automobile** from further loss. We will not pay for towing and storage charges that are unreasonable or unnecessary to protect the **covered automobile** from further loss.

D. APPLICATION FOR COVERAGE

Each coverage applies separately to each **covered automobile**, and a land motor vehicle and one or more **trailers** or semi-**trailers** attached thereto shall be held to be separate **covered automobiles** as respects limits of coverage for **collision** or other than collision and any deductible provisions applicable thereto.

E. LIMIT OF LIABILITY

The limit of the Company's liability for **loss** to any one **covered automobile** shall not exceed the lesser of the following amounts:

1. the actual cash value of such **covered automobile**, less its salvage value if **you** retain the salvage, or if the **loss** is to a part of the **covered automobile**, the actual cash value of such part, at time of **loss**; or
2. what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation and/or betterment. Where appropriate, betterment shall include the cost of labor and materials incurred in painting the **covered automobile**; or
3. the limit of liability stated in the policy's **Declarations**, if any, as applicable to each **covered automobile** under the coverage afforded for the **loss** to such **covered automobile**, less its salvage value if **you** retain the salvage.

The Company's limit of liability as stated above shall be reduced by the deductible amount stated in the **Declarations**, however, if **loss** to **your covered automobile** is the result of more than one **accident**, a separate deductible shall reduce **our** limit of liability for **loss** resulting from each **accident**.

Duplicate recovery for identical elements of damages is not permitted under this policy.

F. APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** or **you** may demand an appraisal of the **loss**. Upon such demand, each party shall select a competent and impartial appraiser and shall notify the other party of that appraiser's identity. The appraisers will determine the amount of **loss**. If they fail to agree, the

disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within 15 days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. All other expenses of the appraisal, including payment of the umpire, if one is selected, will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

G. NO BENEFITS TO BAILEE

This coverage shall not directly or indirectly benefit any carrier or other bailee for hire liable for **loss** to **your covered automobile**.

H. PAYMENT FOR LOSS

With respect to any **loss** covered by this insurance, the Company may pay for said **loss** in money, or may:

1. repair or replace the damaged or stolen property; or
2. return at its expense any stolen property to the **insured**, with payment for any resultant damage thereto, at any time before the **loss** is so paid or the property is so replaced; or
3. take all or any part of the damaged or stolen property at the agreed or appraised value, but there shall be no abandonment to the Company.

I. OTHER INSURANCE

This insurance shall be excess over any other valid and collectible insurance available to the **insured**. If there is other valid and collectible physical damage insurance that applies to a **covered automobile** newly acquired by the **named insured** as defined in Part I. (item No. 2 of the definition of a **covered automobile**), there is no physical damage coverage for the newly acquired vehicle under this coverage.

J. RECOVERY FROM THIRD PARTY

The Company shall be entitled to payment, reimbursement and subrogation as provided in this policy, regardless of whether the amount of the **named insured's** recovery for the **loss** is less than the actual **loss** suffered by the **named insured**. An **insured** must do whatever is reasonably necessary to cooperate with **us** and help **us** exercise **our** rights, and shall do nothing after an **accident** or **loss** to prejudice **our** rights of recovery.

K. FOREIGN OR DISCONTINUED MAKE LIMITATION

If, as a consequence of the make and type of automobile insured hereunder being of foreign make or discontinued by the manufacturer, it should, in the event of **loss** or damage hereunder, be found impossible to readily replace the **covered automobile** or any part thereof with other of the same make and kind at reasonable cost in the usual way from purchasable stock, then the Company's liability for the cost of repairs and/or replacements herein shall not exceed the cost of such repairs and/or replacements at the time of discontinuance or obsolescence. The Company will not pay for special manufacturing of any part nor the cost of shipping surface or airfreight of any part from any location.

L. PICKUP, PANEL TRUCK AND VAN LIMITATION

No coverage is afforded under this policy for pick-up trucks, panel trucks or vans having a rated load capacity in excess of one (1) ton.

M. PICKUP TRUCK BODY LIMITATION

Unless specifically declared in the application (or declared to the Company within ten (10) days of installation, if installed subsequent to policy effective date), and an appropriate additional premium charge paid therefor, no coverage is afforded under this policy for camper, catering, or other bodies attached to pick-up trucks insured by this policy.

N. SPECIAL EQUIPMENT LIMITATION

It is a condition of this policy that all of the following types of special equipment will be declared on the application (or, if installed subsequent to policy effective date, that the Company will be advised of their installation within ten (10) days of installation), and an appropriate additional premium paid therefor. If such declaration is not made, and an additional premium is not paid, no coverage is afforded under this policy for special equipment, and the Company will not pay for standard equipment in place of the stolen or damaged non-standard equipment. Some examples of special equipment include, but are not limited to:

1. alarms;
2. camper shells and custom enclosures for pickup trucks;
3. non-standard wheels, including chrome, alloy or magnesium wheels;
4. Citizens Band or two-way radios;
5. custom body work;
6. custom chroming;
7. custom grills, louvers, scoops, continental kits and/or spoilers;
8. custom interiors;
9. custom paint;

10. custom sunroof, moon roof, convertible tops, T-tops, and/or customized non-factory vinyl tops;
11. non-standard tires, including custom tires, racing tires, or tires wider than those installed as original factory equipment;
12. DVD players;
13. after-market navigational systems, not installed as original factory equipment;
14. Scanning Monitor receivers;
15. special carpeting and insulation;
16. telephones;
17. televisions;
18. window film tinting;
19. non-standard after-market audio equipment, including tape decks, radios, amplifiers, equalizers, and CD players.

O. REPAIR OF VEHICLE LIMITATION

No coverage is provided for any of the coverages provided herein for **loss** or damage to a **covered automobile** if the **covered automobile** is repaired before the authorized representative of the Company has viewed the damaged property. This requirement can be waived only by the Company or its sole authorized representative.

P. EXCLUSIONS

This insurance does not apply:

1. to **loss** to a **temporary substitute automobile**.
2. to **loss** arising out of the ownership, maintenance, or use of any vehicle, including a **covered automobile**, for any **business or commercial purpose**. This exclusion applies regardless of whether the **insured** is operating the motor vehicle in the course of their own business or as an employee of another's business. This exclusion shall not apply to the operation or use of a motor vehicle by the **named insured** in the performance of volunteer services for a nonprofit charitable organization or governmental agency.
3. to damage which is due and confined to:
 - (a) wear and tear, or
 - (b) freezing, or
 - (c) mechanical or electrical breakdown or failure, unless such damage is the result of other **loss** covered by this insurance.
4. to tires, unless:

- (a) **loss** be coincident with and from the same cause as other **loss** covered by this insurance; or
 - (b) damaged by fire, malicious mischief or vandalism or theft and, as to the **covered automobile**, **loss** caused by such damage or theft is covered by this insurance.
5. to **loss** due to:
- (a) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
 - (b) radioactive contamination.
6. to **loss** to:
- (a) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound, data, or pictures unless such device or instrument is permanently installed by the factory or selling dealer in the **covered automobile**.
 - (b) any tape, wire, compact disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound.
7. to **loss** to a **camper body** designed for use with a **covered automobile** and not designated in this policy's **Declarations** and for which no premium has been paid.
8. to **loss** or damage due to conversion, embezzlement or secretion by any person to whom **you** gave possession of a **covered automobile** or who has possession under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance.
9. to **loss** if the **covered automobile** is repaired before inspection by the Company, unless inspection is waived by the Company.
10. to **loss** to **your covered automobile**, which occurs during the commission of a felony and coverage shall be suspended until the criminal charges have been adjudicated.
12. to **loss** which occurs while the driver of the vehicle was driving unlawfully under the influence of drugs or alcohol and coverage shall be suspended until the issue of driving under the influence is adjudicated.
13. to **loss** to personal effects or wearing apparel.
14. to **loss** when the **covered automobile** is driven by a driver, other than an insured, without a valid license.
15. to **loss** while the **covered automobile** is driven off-road including but not limited to driven on fire trails, logging roads, desert tracks, sand dunes, beaches and all other similar off-road and cross country use.

13. to **loss** to a **covered automobile** caused intentionally by or at the direction of **you** or a **relative** or anyone else using **your covered automobile** with **your** express or implied permission.
17. to **loss** to a rental vehicle.
18. to **loss** to a **trailer**.
19. to **loss** due to diminution in value, which means the actual or perceived **loss** in market or resale value which results from a direct and accidental **loss**.
20. to **loss** to a **covered automobile** while being driven by any person not listed as a covered driver on the **Declarations Page** of your policy who resides at the address of an **insured** at the time of the **loss**.
21. to **loss** for a vehicle not owned by **you** when used in the **automobile business**.
22. to **loss** due to illegal sale or repossession of a **covered automobile** by the rightful owner.
23. to **loss** to a **covered automobile** while being driven by a person not listed as a covered driver on the **Declarations Page**.
24. to **loss** to **your covered automobile** caused by confiscation by any government authority.
25. to **loss** to **your covered automobile** while rented or leased to others.
26. to **loss** to any custom or special equipment. See Paragraph N., above.
27. to **loss** while a **covered automobile** is being operated by anyone other than **you**, unless such other person has been identified to **us**, the necessary driver information supplied to **us** and the additional premium for said driver, if any, has been paid to **us**, and **we** have accepted and added the individual as an additional driver by showing the driver in the **Declarations** or on a separate endorsement to **your** policy.
28. to **loss** to any other vehicle other than those listed in the **Declarations** (including those borrowed, rented, or otherwise driven). This exclusion does not apply to any replacement vehicle or newly acquired vehicles covered by the policy pursuant to the definition of **covered automobile** under Part I., Paragraphs B.2. and 3.
29. to **loss** arising out of or during the use of a **covered automobile** for the transportation of any explosive substance, flammable liquid, or similar hazardous materials.

Q. LOSS PAYABLE CLAUSE

Loss shall be paid as interest may appear to the **named insured** and the loss payee, its successors and assignees shown in the **Declarations**. This insurance covering the interest of the loss payee shall become invalid due to an **insured's**

fraudulent acts or omissions, including, but not limited to conversion, secretion or embezzlement of the **covered automobile**. The Company reserves the right to rescind, void or cancel the policy due to material misrepresentation. The Company also reserves the right to cancel the policy for any reason permitted by the policy terms. In the event the Company remits payment to the loss payee, the Company will pay, subject to any deductible, the lesser of: the cost to repair the **covered automobile**; the actual cash value of the **covered automobile**, less the vehicle's salvage value; or the loss payee's net loan balance as of the date of the **loss**, less the vehicle's salvage value.

The Company reserves the right to be reimbursed by the **insured** as to any payment made to the **insured** and/or lienholder for any claim that is paid and later found to include fraudulent acts or omissions made by the **insured**, including, but not limited to, material misrepresentation, conversion, secretion or embezzlement of the **covered automobile**.

Notice of cancellation will be mailed to the loss payee at least ten (10) days prior to the effective date of cancellation. The policy will then end or terminate regardless of any expiration date shown in the **Declarations**.

If the **named insured** cancels the policy as permitted by the policy terms, the Company agrees to mail notice of the cancellation to the loss payee at least ten (10) days prior to the effective date of cancellation of the policy. In any event, the **named insured's** coverage ends on the date of the **named insured's** cancellation.

When the Company pays the loss payee the Company shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

R. NO CASH PAYMENTS ABSENT TOTAL LOSS

If **you** have a covered **loss** under this Part, **we** will only pay for repairs actually made to a **covered automobile**. **We** will only pay money to **you** instead of paying for repairs to a **covered automobile** if **we** determine that the **covered automobile** is a total **loss**.

PART VI. GENERAL PROVISIONS AND CONDITIONS (APPLICABLE TO ALL COVERAGES)

A. PREMIUM

All premiums for this Policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and deposit and installment rules applicable to the insurance afforded herein. Future payments will be based on the rules and rates then in effect.

B. FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy in the absence of the agreement contained in this paragraph.

C. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM, OR SUIT

1. When **loss** occurs, the **insured** shall:
 - (a) protect the **covered automobile**, whether or not the **loss** is covered by this policy, and any further **loss** due to the **insured's** failure to protect shall not be recoverable under this policy; reasonable expense incurred in affording such protection shall be deemed incurred at the Company's request.
 - (b) give notice therefor as soon as practicable to the Company or any of its authorized agents and also, in the event of theft, larceny, robbery, vandalism, hit-and-run or pilferage, to the police within 24 hours of the **loss**, but shall not, except at their own cost, offer or pay any reward for recovery of the **covered automobile**. Failure to report a theft, larceny, robbery, vandalism, or pilferage to the policy within 24 hours is grounds for denial of **your** claim.
 - (c) file proof of **loss** with the Company within sixty days after a **loss**, unless such time is extended in writing by the Company, in the form of a sworn statement of the **insured** setting forth the interest of the **insured** and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of **loss**, the amount, place, time and cause of such **loss**, together with original receipts therefor, and the description and amounts of all other insurance

covering such property. No repairs or replacements shall be commenced or expenses incurred except reasonable expense in connection with condition (a) above, without the authorization of the Company.

2. If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the Company every demand, notice, summons or other process received by the **insured** or their representative.
3. The **insured** shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of subrogation, contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of **accident**. The **insured's** failure or refusal to cooperate with the Company in the investigation and defense of any claim by or against the **insured** may result in the complete denial of coverage for any **loss** resulting from such claim, except for any financial responsibility law requirements that the Company must meet.
4. Upon the Company's request, the **insured** shall exhibit the damaged property to the Company and submit to examinations under oath by anyone designated by the Company, subscribe the same and produce for the Company's examination all pertinent records and sales invoices, or certified copies if originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the Company shall designate.
5. The Company shall have the right to choose at its sole discretion whether or not to retain salvage.

D. ACTION AGAINST COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or

organization shall have any right under this policy to join the Company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the Company be impleaded by the **insured** or their legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the Company of any of its obligations hereunder.

Any claim brought by an **insured** against the Company for breach of contract, breach of the covenant of good faith and fair dealing, or breach of statutory obligations, must be brought within one (1) year after the accrual of such claim.

E. SUBROGATION

In the event of any payment under this policy, the Company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** is barred from impairing the rights of the Company in its subrogated rights. The **insured** is required to immediately notify the Company of any legal action filed by or on behalf of the **insured** as it pertains to this policy of insurance. The **insured** shall share pro-rata with the Company the cost of any legal fees or expenses necessary to enforce collection or recovery of the subrogated **loss**.

F. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

G. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the **insured** shall die, such insurance as is afforded by this policy shall apply to the **insured's** legal representative, as the **insured**, but only while acting within the scope of their duties as such, and with respect to the property of the **insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

H. DECLARATIONS

By acceptance of this policy, the **insured** agrees that the statements in the **Declarations** are agreements and representations of the **insured** and that this

policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **insured** and the Company or any of its agents relating to this insurance.

I. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this policy which are in conflict with the statutes of the **State** wherein this policy is issued are hereby amended to conform to such statutes.

J. COOPERATION OF INSURED REQUIRED

Any coverage under this policy for any claim is void if the **insured** fails to cooperate with the Company. The **named insured** and any other involved **insured** must cooperate with the Company in the investigation, settlement or defense of any claim or suit. Upon the Company's request, an **insured** shall attend hearings and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The **insured**, as often as may be reasonably required, shall submit to examinations under oath by any person named by this Company, and subscribe the same. The **insured** shall also produce any employees, members of the **insured's** household or others for examination under oath to the extent that it is within the **insured's** power to do so. The **insured**, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property which is the subject of the claim and shall produce for examination all books of accounts, bills, invoices and other documents relevant to the investigation of the claim. No **insured** shall do anything to prejudice the Company's rights of subrogation and all **insureds** shall cooperate with the Company to assist with the prosecution of the Company's subrogation rights and, at **our** request the **insured** must bring suit or transfer those rights to the Company and help the Company enforce its subrogation rights. The **insured** agrees that the Company may withdraw from providing the **insured** with a defense to any lawsuit brought against the **insured** if the **insured's** failure to cooperate with the Company substantially prejudices the Company's ability to conduct the defense.

K. TERRITORY; PURPOSES OF USE

This insurance applies only to **loss** which occurs after the effective date and prior to the expiration date of this policy as shown on the policy **Declarations** or an earlier termination date, herein called the **policy period**. This insurance applies only to **loss** which occurs:

1. during the **policy period**, while the **covered automobile** is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and,

2. if a **covered automobile** described in this policy's **Declarations** is maintained and used for the purposes stated therein as applicable thereto.

This insurance does not apply to **loss** occurring in the Republic of Mexico. **WARNING: UNLESS YOU HAVE MEXICAN AUTOMOBILE INSURANCE, YOU MAY SPEND MANY HOURS OR DAYS IN JAIL IF YOU HAVE AN ACCIDENT IN MEXICO. INSURANCE COVERAGE SHOULD BE SECURED FROM A COMPANY LICENSED UNDER THE LAWS OF MEXICO TO WRITE SUCH INSURANCE IN ORDER TO AVOID COMPLICATIONS AND SOME OTHER PENALTIES POSSIBLE UNDER THE LAWS OF MEXICO, INCLUDING THE POSSIBLE IMPOUNDING OF YOUR VEHICLE.**

L. MISREPRESENTATION OR FRAUD

This policy was issued in reliance on the information provided on **your** insurance application. The Company may cancel or rescind this policy if **you** or any **insured** misrepresented or concealed any material fact or circumstance at the time of application. The Company will not provide coverage under this policy to any person who has knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct in connection with the presentation or settlement of a claim.

We may void this policy or deny coverage for an **accident** or **loss** to any **insured**, loss payee or any third party, if **you** or any **insured** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim. However, if payment is made by **us** prior to **our** knowledge of the concealment or misrepresentation of any material fact or circumstance, the **insured** must reimburse **us** for any payments made for the **loss** and/or the investigation of the claim.

We may void this policy for fraud or material misrepresentation even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages which would otherwise be covered.

PART VII – CANCELLATION, NONRENEWAL, AND AUTOMATIC TERMINATION (APPLICABLE TO ALL COVERAGES)

A. CANCELLATION

1. The **named insured** may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

2. If this policy has been in effect for less than sixty (60) days and this is not a renewal or continuation policy, the Company may cancel by mailing notice to the **named insured** at the address shown in the **Declarations** at least twenty (20) days prior to the cancellation date.
3. The Company may cancel only for one or more of the following reasons:
 - (a) nonpayment of premium.
 - (b) a substantial increase in the hazard insured against as defined in Cal. Code of Regs., Title 10, section 2632.19.
 - (c) discovery of fraud or material misrepresentation affecting the policy or **insured**.
4. If this policy is cancelled after the 59th day by the Company based on 3.b. or 3.c. above, the Company shall mail or deliver a written notice to the **named insured** twenty (20) days before the effective date of cancellation. If this policy is cancelled for nonpayment of premium, the Company will mail or deliver a written notice to the **named insured** ten (10) days before the effective date of cancellation.

B. NONRENEWAL

1. The Company may nonrenew this policy due to nonpayment of premium, substantial increase in hazard, or discovery of fraud or material misrepresentation affecting the policy or **insured**. If the Company acts not to renew this policy, the Company will mail or deliver to the **named insured** a notice of intention not to renew at least thirty (30) days before the expiration date.
2. The Company need not provide this notice if:
 - (a) the **named insured** has accepted replacement coverage; or
 - (b) the **named insured** has requested or agreed to nonrenewal.

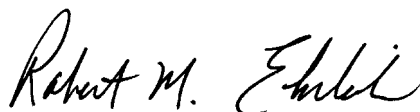
C. NOTICES

Notice of cancellation or nonrenewal in accordance with the above, will be mailed, first class, priority or certified, by posted mail, or delivered to the **named insured** at the last mailing address known to the Company and will state the reason for cancellation or nonrenewal.

D. AUTOMATIC TERMINATION

In the event of a sale or other transfer of ownership of **your covered automobile** (including giving the vehicle as a gift or free of charge), coverage terminates as soon as the buyer or recipient takes possession, and coverage will not transfer to the new owner.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless completed by the attachment hereto of a **Declarations Page** and countersigned on the aforesaid **Declarations Page** by a duly authorized representative of the Company.



President



Secretary

IMPORTANT INFORMATION FOR POLICYHOLDERS

If **you** ever have questions about **your** policy, or about any insurance matter, **you** can contact **your** agent/broker.

If **you** have additional questions, **you** can contact the Company issuing the policy:
Western General Insurance Company
5230 Las Virgenes Road, Suite 100
Calabasas, California 91302-3447
or call (818) 880-9070 or (800) 758-3311

If **you** have been unable to obtain satisfaction from either the agent/broker or the Company, **you** may contact: California Department of Insurance
Consumer Services Bureau
300 South Spring Street
Los Angeles, California 90013
or call (800) 927-4357

The Department of Insurance should be contacted only after the contacts with the agent/broker and the Company have failed to produce a satisfactory solution to **your** problem.

YOUR RIGHT TO KNOW

The price or premium rate of **your** automobile insurance is determined largely by value of the vehicle(s), the driving record of all drivers, the annual miles driven, years driving experience and the territory wherein **you** reside. The Company's Rating Plan provides for an increase in the premium based upon **accidents** or convictions within the meaning of Sections 13101 and 13105 of the Vehicle Code.

THE ENDORSEMENTS THAT FOLLOW ARE OPTIONAL AND APPLY ONLY IF AN ADDITIONAL PREMIUM IS PAID AND THE ENDORSEMENT NUMBER APPEARS ON THE DECLARATIONS PAGE.

PREFERRED PROVIDER ORGANIZATION ENDORSEMENT - WGIC-768

In consideration of the premium at which this policy is written, the terms and conditions of this policy are amended as follows:

A. COVERAGE

If the Company's Limit of Liability is based upon the cost to repair the damage to the **covered automobile**, the Company may, at its sole option, request that such repair be performed by a **Preferred Provider Organization**. If the **insured** directs that the repair of the **covered automobile** be performed by other than a **Preferred Provider Organization**, the **insured** shall pay a co-payment of twenty percent (20%) of the cost of such repairs at a **Non-Preferred Provider Organization**, in addition to any applicable betterment, depreciation and deductible.

If the Company is unable to refer repairs to a **Preferred Provider Organization** within a 20-mile radius of the **insured's** residence or work address, then no co-payment will be required, and the **insured** shall only pay any applicable betterment, depreciation and deductible.

B. DEFINITIONS USED IN THIS ENDORSEMENT

"**Insured**" shall be as defined in Part V. of this policy.

"**Preferred Provider Organization**" means a repair facility owned, operated, contracted by, or otherwise affiliated with an organization which meets and maintains repair standards of excellence required by the Company and which ensures quality service and repair work on all business the Company refers to them.

This Endorsement is part of **your** policy. It supersedes and controls anything to the contrary in said policy and is otherwise subject to all terms and conditions of the policy.

- ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED -

**UNINSURED MOTORIST PROPERTY DAMAGE COLLISION DEDUCTIBLE
WAIVER ENDORSEMENT - WGI-439**

A. COVERAGE

In consideration of the payment of the premium at which this policy is written, the terms and conditions of the policy are amended as follows:

The Company will pay for **property damage** to the **covered automobile** which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. Coverage includes replacement of a child passenger restraint system that was in use in a **covered automobile** by a child during an **accident** for which Uninsured Motorists Property Damage coverage is applicable due to the liability of an uninsured motorist. Payment is subject to the following provisions:

1. Payment shall be made only where the **collision** involves direct physical contact between the **covered automobile** and the **uninsured motor vehicle**; and
2. The owner or operator of the **uninsured motor vehicle** is identified or the **uninsured motor vehicle** is identified by the license number; and
3. The **insured** or someone on their behalf shall have reported the **accident** to the Company or its agent within ten business days; and
4. That it is determined by the **insured** and the Company, or, in the event of disagreement, by arbitration conducted by a single neutral arbitrator, that the **insured** is legally entitled to recover the amount of such payment for **property damage** from the owner or operator of the **uninsured motor vehicle**.

B. LIMITS OF LIABILITY

If **your covered automobile** is not covered for **collision**, then the limit per **accident** is \$3,500.00, or the actual cash value of **your covered automobile**, whichever is less.

If **your covered automobile** is covered for **collision**, then the deductible on **your Collision** coverage is waived.

This Endorsement is part of **your** policy. It supersedes and controls anything to the contrary in said policy and is otherwise subject to all terms and conditions of the policy.

- ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED -

STANDARD CAR RENTAL ENDORSEMENT - WGIC-772

In consideration of the additional premium for which this policy is written, the terms and conditions of this policy are amended as follows:

The following coverage for theft rental reimbursement is added to Part V.

Automobile Physical Damage Coverage:

Theft Rental Reimbursement - In addition to the applicable limit of liability, the Company will reimburse the **insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger type** (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for actual expense incurred by the **insured** at a rental agency for the rental of a vehicle during the period commencing 72 hours after such theft has been reported to the Company and the police and terminating, regardless of expiration of the **policy period** on the date the whereabouts of the automobile become known to the **named insured** or the Company, regardless of the condition of the **covered automobile**, or on such earlier date as the Company makes or tenders settlement for such theft; but, as to any one such theft, such reimbursement shall not exceed the limits stated in the **Declarations Page**. Transportation or rental expenses not incurred at a car rental agency are not eligible for reimbursement.

- ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED -

DELUXE CAR RENTAL ENDORSEMENT – WGIC-773

In consideration of the additional premium for which this policy is written, the terms and conditions of this policy are amended as follows:

The following coverage for rental reimbursement is added to Part V. Automobile Physical Damage Coverage:

1. Theft Rental Reimbursement - The Company will reimburse the **insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger type** (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for actual expense incurred by the **insured** at a rental agency for the rental of a vehicle during the period commencing 72 hours after such theft has been reported to the Company and the police and terminating, regardless of expiration of the **policy period** on the

date the whereabouts of the automobile become known to the **named insured** or the Company, regardless of the condition of the **covered automobile**, or on such earlier date as the Company makes or tenders settlement for such theft; but, as to any one such theft, such reimbursement shall not exceed the limits stated in the **Declarations Page**. Transportation or rental expenses not incurred at a car rental agency are not eligible for reimbursement.

2. Collision Rental Reimbursement – Following a **collision loss** covered by this policy, the Company shall reimburse the **insured** for actual expenses incurred for the rental of an automobile from a car rental agency. Such reimbursement is limited to rental expenses not exceeding the limits stated in the **Declarations Page**. Such reimbursement is payable by the Company in addition to the applicable limit of liability of this policy. Transportation or rental reimbursement expenses not incurred at a car rental agency are not eligible for reimbursement.

- ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED -

Lienholder Deductible Reduction Endorsement – WGIC-781

In consideration of the payment of the premium at which this policy is written, the terms and conditions of the policy are amended as follows:

The deductible amounts for the **covered automobile**, applicable to any **loss** adjusted with and payable to the loss payee, mortgagee, or lienholder for their interest, shall be reduced to the deductible amount as shown on the **Declarations Page** for covered other than collision **losses** and the deductible amount as shown on the **Declarations Page** for covered collision **losses** if this endorsement's form number is shown on this policy's **Declarations Page**. However, such deductible amounts shall apply only when the **covered automobile** is a total loss, or when **loss** or damage causes it to be repossessed by or surrendered to the loss payee, mortgagee, or lienholder, and in any case, only with respect to the loss payee's, mortgagee's, or lienholder's interest. All other **losses** shall be subject to the deductible amounts as stated on the **Declarations Page** for Other than Collision and/or Collision coverages.

- ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED –

THANK YOU FOR CHOOSING WESTERN GENERAL INSURANCE COMPANY