

VERVE 1.1

Georgia Personal Auto Policy

Trisura Insurance Company
AMB#: 020786 NAIC#: 22225 FEIN#: 952743473
Domiciliary Address: Oklahoma City, Oklahoma

**Administered by: Verve Services of Georgia, LLC
TO REPORT A CLAIM, PLEASE CALL:
855-226-4466 Option 4**

**ALL OTHER CALLS
855-226-4466
(Toll-Free)
OR VISIT US AT:
WWW.GOVERVE.COM**

This policy is a legal contract between you and us. This Policy, Declarations Page, Application and Endorsements contain the full terms of the agreement.

You have made a written application incorporated by reference. Each and every statement of fact contained in the application is hereby represented by you to be true, including your express promise to pay all premiums due. The application and the particulars and statements contained thereto are hereby agreed to be the basis of this policy, and should any of these statements not be true, the policy may be subject to cancellation based upon the current Georgia Insurance Code.

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

This is your new Personal Auto Insurance Policy. The policy is written in simplified language you can understand. PLEASE READ YOUR POLICY CAREFULLY – it contains the full terms of our agreement. If there are any questions concerning your policy, please call your agent or us.

GEORGIA AUTOMOBILE POLICY

DEFINITIONS

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

- A.** Throughout this policy, **you** and **your** refer to:
- The **insured** shown in the Declarations; and
 - The spouse if a resident of the same household.

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

- The end of 90 days following the spouse's change of residency;
 - The effective date of another policy listing the spouse as an **insured**; or
 - The end of the policy period.
- B.** **We, us** and **our** refer to the Company providing this insurance.
- C.** **Own** and **owned** mean:
- have a legal ownership interest in the vehicle;
 - have legal possession of the vehicle that is subject to a conditional sale agreement or mortgage; or
 - have legal possession of the vehicle that was leased to that person; or
 - if the **insured** has full time custody of the vehicle and who is responsible for maintenance and repairs.
Any vehicle leased under a written agreement for a continuous period of at least six (6) months shall be deemed to be **owned**.
- D.** **Bodily injury** means bodily harm, sickness, or disease, including death that results from **bodily injury**, sickness, or disease.
- E.** **Business** includes trade, profession, or occupation.
- F.** **Family member** means a person related to you by blood, marriage or adoption who is a resident of **your** household and listed in the Declarations. This includes a ward or foster child. Unmarried dependent children temporarily away from home will be considered residents if they are under the age of 25 years and they intend to return or in any way continue to reside in **your** household.
- G.** **Occupying** means:
- In;
 - Upon; or
 - Getting in, on, out or off.
- H.** **Property damage** means physical injury to, destruction of or loss of use of tangible property.
- I.** **Trailer** means a vehicle designed to be pulled by a:
- Private passenger auto; or
 - Pickup or van.
- It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.**
- J.** **Your covered auto** means:
- Any vehicle owned by **you** or a **family member** or other resident of the household and shown in the Declarations and garaged at the policy address shown in the Declarations.
 - A **newly acquired auto** on the date **you** become the owner if acquired during the policy period; **we** insure all vehicles owned by **you**; and no other insurance policy provides coverage for that vehicle.
 - Any **trailer you own**.
 - Any auto or **trailer you** do not **own** while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

This provision (J.4.) does not apply to Coverage for Damage to Your Auto.

K. Newly acquired auto:

- a. **Newly acquired auto** means any of the following types of vehicles **you** become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.
- b. Coverage for a **newly acquired auto** is provided as described below. If **you** ask **us** to insure a **newly acquired auto** after a specified time period described below has elapsed, any coverage **we** provide for a **newly acquired auto** will begin at the time **you** request the coverage.
 - a. For any coverage provided in this policy except Coverage for Damage to Your Auto, a **newly acquired auto** will have the broadest coverage **we** now provide for any vehicle shown in the Declarations. Coverage begins on the date **you** become the owner. However, for this coverage to apply to a **newly acquired auto** which is in addition to any vehicle shown in the Declarations, **you** must ask **us** to insure it within 10 days after **you** become the owner.

If a newly acquired auto replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it, however the 10-day reporting requirement applies.

- b. Collision Coverage for a **newly acquired auto** begins on the date **you** become the owner. However, for this coverage to apply, **you** must ask **us** to insure it within:
 - (1) 7 days after **you** become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage **we** now provide for any auto shown in the Declarations.
 - (2) Seventy-two hours after **you** become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If **you** comply with the 72 hours requirement and a loss occurred before **you** asked **us** to insure the **newly acquired auto**, a Collision deductible of \$1000 will apply.
 - c. Other Than Collision Coverage for a **newly acquired auto** begins on the date **you** become the owner. However, for this coverage to apply, **you** must ask **us** to insure it within:
 - (1) 7 days after **you** become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage **we** now provide for any auto shown in the Declarations.
 - (2) Seventy-two hours after **you** become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If **you** comply with the 72 hours requirement and a loss occurred before **you** asked **us** to insure the **newly acquired auto**, an Other Than Collision deductible of \$1000 will apply.
- L. Transportation network customer** means an individual who uses a **transportation network company** to connect with a **transportation network driver** to obtain services in such driver's **transportation network company personal vehicle**, from an agreed upon point of departure to an agreed upon destination.
- M. Transportation network driver** means an individual who uses or permits his or her **transportation network company personal vehicle** to provide **transportation network company services**. A **transportation network company driver** need not be a **transportation network company** employee.
- N. Transportation network company personal vehicle** means a registered motor vehicle that is used by a **transportation network company driver** in conjunction with providing **transportation network company services**.
- O. Transportation network company services** means the period of time a **transportation network**

company driver:

- a. is logged on to the **transportation network company's** digital network and available to accept a ride request until the **transportation network company's** driver is logged off, except for that time period described in b.; and
- b. accepts a ride request on the **transportation network company's** digital network until the **transportation network company's driver** completed the transaction or the ride is complete, whichever is later.

P. Racing means:

- a. Preparing or participating in any race, speed, demolition, stunt, or timed contest or activity whether organized or not, including an unplanned or spontaneous drag race on public roads; or
- b. Operating a vehicle on a track or course designed or used for **racing**, high performance, or high-speed driving.

Q. Peer-to-peer car-sharing means authorized use of **your covered auto** by an individual other than the vehicle's owner through a **peer-to-peer car-sharing program**.

R. Peer-to-peer car sharing program means a business platform that connects vehicle owners with drivers to enable the sharing of vehicles for financial compensation.

S. App-based delivery means the use of any vehicle by an **insured** in connection with a **delivery network company**. **App-based delivery** takes place from the time an **insured** logs on to or signs into any:

- a. computer;
- b. digital application; and/or
- c. digital network

and is able to receive delivery requests until the time an **insured** logs out of or signs off of any such computer, application, or network, including, but not limited to, while en route to pick-up or to deliver goods, food, or any other products to a customer. **App-based delivery** also includes the timeframe beginning when an **insured** accepts a delivery request on the **delivery network company's** application or network until the time the **insured** completes the transaction or the delivery is complete, whichever is later.

T. Delivery network company means a company or an organization that provides and/or facilitates delivery services to customers through the use of:

- a. a computer;
- b. a digital application; and/or
- c. a digital network

by digitally connecting customers with individuals and/or **businesses** in exchange for:

- a. a delivery charge;
- b. gratuity; and/or
- c. any other type of compensation.

U. Accident means a sudden, unexpected, and unintended even causing **bodily injury or property damage**. The **accident** must arise out of the ownership, maintenance, or use of a vehicle. All **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **accident**.

V. Loss means sudden, direct, and accidental damage to, or theft of, **your covered auto**, including its original optional equipment. Original optional equipment is equipment that was permanently installed at the factory by the vehicle manufacturer or by an authorized dealer. Custom or additional equipment (as Defined in Part D) is included in **loss** only if it is declared before the **loss** and an additional premium is paid. Equipment installed or alterations made by conversion facilities to a vehicle or camper are not considered standard or original optional equipment.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A.** We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto **accident**. Damages include prejudgment interest awarded against the **insured**. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.
- B.** Insured as used in this Part means:
1. You or any **family member** in the household for the ownership, maintenance or use of any covered auto or **trailer**.
 2. Any person with respect to an **accident** using **your covered auto** with the express or implied permission of you or a **family member**.
 3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 4. For any auto or **trailer**, other than **your covered auto**, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or **trailer**.
 5. You with respect to an **accident** arising out of the maintenance or use of any vehicle with the express or implied permission of the owner of the vehicle.

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an insured:

1. Up to \$250 for the cost of bail bonds required because of an **accident**, including related traffic law violations. The **accident** must result in **bodily injury** or **property damage** covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request. These payments will not reduce the limit of liability.

EXCLUSIONS

- A.** We do not provide Coverage under Part A - Liability Coverage for any **insured**:
1. Who intentionally causes **bodily injury** or **property damage** or at the direction of an insured person except to the extent that the limits of liability for this coverage exceed the limits of liability required by the Georgia Motor Vehicle Safety Responsibility Act.
 2. For **property damage** to property owned or being transported by that **insured**.
 3. For **property damage** to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of that **insured**.This exclusion (A.3.) does not apply to **property damage** to a residence or private garage.
 4. For **bodily injury** to an employee of that **insured** during the course of employment. This exclusion (A.4.) does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 5. For that **insured's** liability arising out of the ownership, maintenance, or operation of a vehicle while it is being used to carry persons or property for compensation or a fee as a public or livery

- conveyance. This exclusion (A.5.) does not apply to a share-the-expense carpool.
6. While employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

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

 - a. You;
 - b. Any **family member**; or
 - c. Any partner, agent, or employee of you or any **family member**.
 7. Maintaining or using any vehicle while that **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) not described in Exclusion **A.6**.
 8. Using a vehicle without a reasonable belief that that **insured** is entitled to do so.
 9. For **bodily injury** or **property damage** for which that **insured**:
 - a. Is an **insured** under a nuclear energy liability policy; or
 - b. Would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
 10. For **bodily injury** to **you** or any **family member**. However, if the injured **family member** is not entitled to recover damages under any policy of uninsured motorist coverage, then this exclusion shall apply only to the damages that are in excess of the minimum limits of liability insurance to the portion of the recoverable damages to the extent that the limits of liability for this coverage exceed the limits of liability required by the Georgia Motor Vehicle Accident Reparations Act.
 11. Any liability assumed by an **insured** person under a contract or bailment.
 12. For **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a trailer.
 13. For **bodily injury** or **property damage** if a driver excluded by **your** policy is operating or has care, custody or control of **your covered auto** at the time of **loss**.
 14. For **bodily injury** and **property damage** that occurs while the **insured** is committing a felony or attempting to elude law enforcement personnel. This does not apply to:
 - a. the portion of the damages that is less than or equal to minimum limits if the person who sustains the **bodily injury** or **property damage** is:
 1. an innocent, injured third party who did not participate in, contribute to, direct or consent to the felonious act or attempts to elude law enforcement; and
 2. not able to otherwise recover damages from any other source if coverage under this Part A were to be denied.
 15. For **bodily injury** and **property damage** occurring from the use of a **non-owned auto** by an **insured** without the owner's permission or if being used outside of the scope of the owner's permission.
 16. For **bodily injury** and **property damage** resulting from any pre-arranged or organized **racing**, speed, or demolition contest, stunting activity, or in practice or preparation for any such contest or activity.
 17. For **bodily injury** and **property damage** that occurs while a **transportation network company driver** is logged on to a **transportation network company** digital network or while a **transportation network company driver** provides **transportation network company services**.
 18. For **bodily injury** and **property damage** that occurs while **your covered auto** is made available to others under a **peer-to-peer car-sharing** agreement.
 19. For **bodily injury** and **property damage** that results from the ownership, maintenance, or use of **your covered auto** while it is used for **app-based delivery**.

- B. We do not provide Liability Coverage for the ownership, maintenance or use of:**
1. Any vehicle which:
 - a. has fewer than or more than four wheels; or
 - b. is designed mainly for use off public roads. This exclusion (B.1.) does not apply to any trailer.
 2. Any vehicle, other than **your covered auto**, which is:
 - a. **owned by you**; or
 - b. furnished or available for **your** regular use.
 3. Any vehicle, other than **your covered auto**, which is:
 - a. **owned by any family member**; or
 - b. furnished or available for the regular use of any **family member**.

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

 - a. **owned by a family member**; or
 - b. furnished or available for the regular use of a **family member**.
 4. Any vehicle, located inside a facility designed for **racing**, for the purpose of:
 - a. competing in; or
 - b. practicing or preparing for;

Any prearranged or organized racing or speed contest.

Additional Exclusions – Liability to Others. Coverage under this Part A shall not apply to payment of punitive and exemplary damages, including legal costs thereto, in consideration of a reduced premium by selecting the Punitive and Exemplary Damage Exclusion on the application form.

LIMIT OF LIABILITY

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

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

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

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

OUT OF STATE COVERAGE

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

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

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

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

PART B – MEDICAL PAYMENTS COVERAGE INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of bodily injury:**
1. Caused by **accident**; and
 2. Sustained by an **insured**.
- We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.**
- B. Insured as used in this Part means:**
1. **You** or any **family member**;
 - a. While **occupying**; or
 - b. As a pedestrian when struck by;
a motor vehicle designed for use mainly on public roads or a trailer of any type.
 2. Any other person while **occupying your covered auto**.

EXCLUSIONS

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

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance to carry persons or property for compensation or a fee. This exclusion (2.) does not apply to a share-the-expense carpool.
3. Sustained while **occupying** any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
5. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. **Owned** by **you**; or
 - b. Furnished or available for **your** regular use.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. **Owned** by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**. However, this exclusion (6.) does not apply to **you**.
7. Sustained while **occupying** a vehicle without a reasonable belief that that **insured** is entitled to do so. This exclusion (7.) does not apply to a **family member** using **your covered auto** which is owned by **you**.
8. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**. This exclusion (8.) does not apply to **bodily injury** sustained while **occupying** a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. **Trailer** used with a vehicle described in a. or b. above.

9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled, uncontrolled, or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Resulting from any pre-arranged or organized **racing**, speed, or demolition contest, stunting activity, or in practice or preparation for any such contest or activity.
12. Sustained while **occupying** any vehicle located inside a facility designed for **racing**, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized **racing** or speed contest.
13. That occurs while a **transportation network company driver** is logged on to a **transportation network company digital network** or while a **transportation network company driver** provides **transportation network company services**.
14. That occurs while **your covered auto** is made available to others under a **peer-to-peer car-sharing** agreement.
15. That results from the ownership, maintenance, or use of **your covered auto** while it is used for **app-based delivery**.
16. That occurs while the **insured** is committing a felony or attempting to elude law enforcement personnel. This does not apply to:
 - a. the portion of the damages that is less than or equal to minimum limits if the person who sustains the **bodily injury** is:
 1. an innocent, injured third party who did not participate in, contribute to, direct or consent to the felonious act or attempts to elude law enforcement; and
 2. not able to otherwise recover damages from any other source if coverage under this Part were to be denied.

Additional Exclusions – Liability to Others. Coverage under this Part B shall not apply to payment of punitive and exemplary damages, including legal costs thereto, in consideration of a reduced premium by selecting the Punitive and Exemplary Damage Exclusion on the application form.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is **our** maximum limit of liability for each person injured in any one **accident**. This is the most **we** will pay regardless of the number of:
 1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations;
 4. Vehicles involved in the **accident**; or
 5. Lawsuits brought.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part **A** or Part **C** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance:

- A. **We** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

- B.** Any insurance **we** provide with respect to a vehicle **you** do not **own**, including any vehicle while used as a temporary substitute for **your covered auto**, shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, **we** will provide primary insurance if the vehicle is **owned** by a person, firm or corporation engaged in the **business** of selling vehicles at retail. This applies only if **you** or a **family member**:
1. are operating the vehicle; and
 2. are neither the owner of the vehicle nor that person's employee.

PART C – UNINSURED MOTORIST COVERAGE INSURING AGREEMENT

- A.** We will pay compensatory damages in excess of any applicable deductible shown in the Schedule or in the Declarations for this coverage which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of:
1. **Bodily injury** sustained by an **insured** and caused by an accident; and
 2. **Property damage** caused by an accident.

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

We will pay under this Part C:

1. For Uninsured Motorist Coverage-reduced by At-Fault Liability Limits ("Reduced"), only after the limits of the liability under all applicable liability bonds and policies have been exhausted by payment of judgments or settlements. Payments made under this coverage shall be reduced and offset by the at-fault liability limits and payments made.
2. For Uninsured Motorist Coverage-Added on to At-Fault Liability Limits ("Added-On"), in excess of any amounts payable under the available bodily injury or property damage liability insurance coverage. Payments made under this coverage shall be in addition to the at-fault liability limits.

Reduced (1) Uninsured Motorist coverage and Added-On (2) Uninsured Motorist coverage are two separate and distinct coverages for which separate premiums apply. These coverages will be provided if you pay a premium for the coverage and the coverage is listed on the Declarations Page.

- B. Insured** as used in this endorsement means:
1. **You or your resident spouse** or any **family member**.
 2. Any other person **occupying your covered auto**.
 3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in **1.** or **2.** above.
 4. Permissive users of **your covered auto**.

- C. Property damage** as used in this endorsement means injury to or destruction of:
1. **Your covered auto** (including its resulting loss of use).
 2. Any property owned by a person listed in **1.** or **2.** of the definition of **insured** while contained in **your covered auto**.

- D. Uninsured motor vehicle** means a land motor vehicle or **trailer** of any type:
1. To which there is neither:
 - a. Cash or securities on file with the Georgia Director of Public Safety; nor
 - b. A liability bond or policy; applicable at the time of the **accident**.
 2. To which a liability bond or policy applies at the time of the **accident** but its limit of liability either:
 - a. Is not enough to pay the full amount the **insured** is legally entitled to recover as damages; or
 - b. Has been reduced by payments to others to an amount which is not enough to pay the full amount the **insured** is legally entitled to recover as damages.
 3. Which is a hit-and-run vehicle whose operator or **owner** cannot be identified and which hits or which causes an **accident** resulting in **bodily injury** or **property damage** without hitting:
 - a. **You** or any **family member**;

- b. A vehicle which **you** or any **family member** are **occupying**; or
- c. **Your covered auto**.

If there is no physical contact with the hit-and-run vehicle, the facts of the accident must be corroborated by an eyewitness to the accident other than the insured making the claim and the police must be contacted.

- 4. To which a liability bond or policy applies at the time of the **accident** but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

- 1. **Owned** by or furnished for the regular use of **you** or any **family member**.
- 2. Operated on rails or crawler treads.
- 3. Designed mainly for use off public roads while not on public roads.
- 4. While located for use as a residence or premises.
- 5. Shown in the Declarations of this policy.

Anyone claiming Uninsured Motorists Coverage must contact the police within 24 hours, or as soon as practicable, after the accident and must promptly send us copies of any legal papers if suit is brought.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for property damage or bodily injury sustained by any insured:

- 1. If that **insured** or the legal representative settles the **bodily injury** or **property damage** claim without **our** consent. However, an **insured** may, without **our** consent, release the insurer of the **uninsured motor vehicle** from further obligation to pay damages after accepting from such insurer a settlement which exhausts the limits of liability under any applicable liability bonds or policies.
- 2. When **your covered auto** is being used as a public or livery conveyance to carry persons or property for compensation or a fee. This exclusion (A.2.) does not apply to a share-the-expense carpool.
- 3. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This exclusion (A.3.) does not apply to a **family member** using **your covered auto** which is owned by **you**.
- 4. If the property is contained in or struck by a motor vehicle (other than **your covered auto**) owned by **you** or any **family member**.
- 5. Coverage under this Part C is not provided for **bodily injury** sustained by any person while **occupying**:
 - a. **your covered auto** without the express or implied permission of **you** or a **family member**; or
 - b. a **non-owned auto** without the express or implied permission of the owner.
- 6. Occurring while **your covered auto** is being used as a residence or premises.
- 7. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these.
- 8. For which the United States government is liable under the Federal Tort Claims Act.
- 9. That occurs while a **transportation network company driver** is logged on to a **transportation network company digital network** or while a **transportation network company driver** provides **transportation network company services**.
- 10. That occurs while **your covered auto** is made available to others under a **peer-to-peer car-sharing agreement**.
- 11. While occupying **your covered auto** when it is being used for **app-based delivery**.

B. This coverage shall not apply directly or indirectly to benefit:

- 1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
- 2. Any insurer of property.

C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

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

The limit of property damage liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident.

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

1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the **accident**.
 5. Lawsuits brought.
- B.** No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage and Part **A** or Part **B** of this policy.
- C.** **We** will not make a duplicate payment under this coverage for any element of **loss** for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** **We** will not pay for any element of **loss** if a person is entitled to receive payment for the same element of **loss** under any workers' compensation law.
- E.** No payment will be made for **loss** paid or payable to the **insured** under Part **D** of the policy.

OTHER INSURANCE

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

1. The following priorities of recovery apply:

First	The policy affording Uninsured Motorists Coverage to the insured as a named insured or family member .
Second	The Uninsured Motorists Coverage applicable to the vehicle the insured was occupying at the time of the accident .

2. **We** will pay only for **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all limits applicable on the same level of priority.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A.** **We** will pay for direct and accidental **loss** to **your covered auto** or any **non-owned auto**, including its equipment, minus any applicable deductible shown in the Declarations. If **loss** to more than one **your covered auto** or **non-owned auto** results from the same **collision**, only the highest applicable deductible will apply. **We** will also pay for direct and accidental **loss** to any **non-owned auto**, including its equipment, minus any applicable deductible shown in the Declarations but **ONLY** during the period it is a temporary substitute vehicle while **your covered auto** is out of normal use because of its:
- a. breakdown;
 - b. repair;
 - c. Servicing;
 - d. loss; or

e. destruction.

You will be required to provide proof of the conditions in a, b, c, d, or e as to the need for the temporary substitute vehicle.

- B.** The deductible for any **non-owned auto** will be equal to an amount which is double the deductible listed on the Declarations page.

We will pay for **loss** to **your covered auto** caused by:

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

If there is a **loss** to a **non-owned auto**, **we** will provide the same coverage applicable to **your covered auto** shown in the Declarations for which the **non-owned auto** is a temporary substitute.

- C. Collision** means the upset of **your covered auto** or a **non-owned auto** or their impact with another vehicle or object. **Loss** caused by the following is considered other than **collision**:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water, or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. **Loss** due to the action of hitting or being hit by an animal or bird but only if there is proof that the vehicle damage directly resulted from the impact with that animal or bird; or
10. Breakage of glass.

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

- D. Non-owned auto** means:

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

- E. Insured** means:

- a. **you**;
- b. any other person listed on the application as a rated driver or added by endorsement during the policy term prior to **loss**; or
- c. any other person who has **your** express or implied permission to use **your covered auto** and who holds a valid driver's license at the time of the loss.

TRANSPORTATION EXPENSES

In addition, **we** will pay, without application of a deductible, up to \$10 per day, to a maximum of \$300 for:

1. Transportation expenses incurred by **you** in the event of the total theft of **your covered auto**. This applies only if the Declarations indicate that Other Than **Collision** Coverage is provided for that auto.

2. **Loss** of use expenses for which **you** become legally responsible in the event of the total theft of a **non-owned auto**. This applies only if the Declarations indicate that Other Than **Collision** Coverage is provided for any **your covered auto**.

We will pay only expenses incurred during the period:

3. Beginning 48 hours after the theft; and
4. Ending when **your covered auto** or the **non-owned auto** is returned to use or **we** pay for its **loss**.

EXCLUSIONS

We will not pay for:

1. **Loss** to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance to carry persons or property for compensation or a fee. This exclusion (1.) does not apply to a share-the-expense carpool.
2. Damage due and confined to:
 - a. prior loss or damage;
 - b. wear and tear;
 - c. freezing;
 - d. mechanical or electrical breakdown or failure; or
 - e. poor repairs; or
 - f. rodent damage; or
 - g. road damage to tires.

This exclusion (3.) does not apply if the damage results from the total theft of **your covered auto** or **any non-owned auto**.

3. **Loss** due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. **Loss** to any electronic equipment that reproduces, receives, or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disk systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

This Exclusion (5.) does not apply to electronic equipment that was permanently installed in **your covered auto** or **any non-owned auto** by its original manufacturer.

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

This exclusion (7.) does not apply to the interests of Loss Payees in **your covered auto**.
7. **Loss** to:
 - a. A **trailer**, camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such **trailer**, camper body or motor home. Facilities or equipment include but are not limited to:

- (1) Cooking, dining, plumbing or refrigeration facilities;
- (2) Awnings or cabanas; or
- (3) Any other facilities or equipment used with a **trailer**, camper body, or motorhome.

This exclusion (8.) does not apply to a:

- a. **Trailer** and its facilities or equipment, which **you** do not **own**; or
 - b. **Trailer**, camper body, or the facilities or equipment in or attached to the **trailer** or camper body, which **you**:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 7 days after **you** become the owner.
8. **Loss** to any **non-owned auto** when used by **you** or any **family member** without a reasonable belief that **you** or that **family member** are entitled to do so.
9. **Loss** to equipment designed or used for the detection or location of radar or laser.
10. **Loss** to any **custom parts or equipment** which have not been listed on the application and a separate premium paid for the purchase of Additional Custom Parts and Equipment Coverage. When used in this Part D. - **custom parts or equipment** means equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed which:
- a. are permanently installed or attached; and
 - b. alters the appearance or performance of **your covered auto** or **non-owned auto**.
11. **Loss** to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
- a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.
- This exclusion (12.) does not apply to a cap, cover or bedliner in or upon any **your covered auto** which is a pickup.
12. **Loss** to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business** of:
- a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
- vehicles designed for use on public highways. This includes road testing and delivery.
13. **Loss** to **your covered auto** or any **non-owned auto**, located inside a facility designed for **racing**, for the purpose of:
- a. Competing in; or
 - b. Practicing or preparing for;
- any prearranged or organized **racing** or speed contest.
14. **Loss** to, or **loss** of use of, a **non-owned auto** rented by:
- a. **You**; or
 - b. Any **family member**;
- If a rental vehicle company is precluded from recovering such **loss** or loss of use, from **you** or that **family member**, pursuant to the provisions of any applicable rental agreement or state law.
15. **Loss** to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in any **business** not described in exclusion (12.)
- This exclusion (15.) does not apply to the maintenance or use by **you** or any **family member** of a **non-owned auto** which is a private passenger auto or trailer.
16. **Loss** to **your covered auto** while it is being used in any illegal activity or fraudulent conduct (other than a traffic violation) which **you** or a **family member** is a willing participant.
17. **Loss** to **your covered auto** that is damaged, destroyed or confiscated by governmental or civil authorities because the **insured** or a **family member** engaged in illegal activities or failed to comply with the Environmental Protection Agency or the Department of Transportation standards.
18. Any **loss** to **your covered auto** arising out of or during its use for the transportation of any:
- a. explosive substance;

- b. flammable liquid;
- c. similar hazardous materials; or
- d. illegal drugs

except transportation incidental to **your** ordinary household or farm activities.

20. **Loss to your covered auto** or any **non-owned auto** resulting from any pre-arranged or organized **racing**, speed, or demolition contest, stunting activity, or in practice or preparation for any such contest or activity.
21. **Loss** that occurs while **your covered auto** is rented to, leased to, or loaned to any person or organization in return for compensation, payment, or benefit of any kind in exchange for, or resulting from, the use of **your covered auto**.
22. **Loss** that occurs while **your covered auto** is under the care, custody, or control of a business or person, other than a person listed as an **insured** driver under this policy, in exchange for payment, compensation or payment in kind in exchange for, or resulting from, the use of **your covered auto**.
23. **Loss to your covered auto** or any **non-owned auto** caused by an **insured** who is:
 - a. under the influence of an alcoholic beverage or a controlled substance; or
 - b. has a blood alcohol level of 0.08 percent or greater if the insured is 21 years of age; or
 - c. has a blood alcohol level of 0.01 percent or greater if the insured is under 21 years of age; or
 - d. has taken or consumed a controlled substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812.

Controlled substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs whether prescribed by a physician or not. The above exclusions apply whether the insured was convicted of an offense related to the above or not.
24. **Loss** to any vehicle other than **your covered auto** for which the premium has been paid for the coverage being sought under this Part D.
25. **Loss** to any vehicle involved in a single vehicle accident when a police report has not been made within twenty-four (24) hours of the accident.
26. **Loss to your covered auto** caused by an intentional act by **you**, a **family member**, or at the direction of **you** or a **family member**.
27. **Loss** that occurs while a **transportation network company driver** is logged on a **transportation network company digital network** while a **transportation network company driver** provides **transportation network company services**.
28. **Loss** that occurs while **your coverage auto** is made available to others under a **peer-to-peer car-sharing** agreement.
29. **Loss** that results from the ownership, maintenance, or use of **your covered auto** while used for **app-based delivery**.
30. **Loss** that occurs while **your covered auto** is unoccupied and **your covered auto's** engine is on.
31. **Loss** due to the repossession of **your covered auto** by a person or entity legally entitled to do so.
32. **Loss** that occurs while **your covered auto is being used in the commission of** a felony or **while** attempting to elude law enforcement personnel. This exclusion applies only while **your covered auto** is being used by an **insured**.

LIMIT OF LIABILITY

- A. Our limit of liability for **loss** will be the lesser of the:
 1. Actual cash value of the stolen or damaged property;
 2. Amount necessary to restore the vehicle to its pre-loss condition by repairing or replacing the damaged property or part; or
 3. The amount **you** originally paid for stolen or damaged property. However, the most **we** will pay for **loss** to:
 4. Any **non-owned auto** which is a **trailer** is \$500.
 5. Electronic equipment that reproduces, receives, or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment but is not considered to be original equipment is \$250.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value

in the event of a total **loss**.

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

PAYMENT OF LOSS

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

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

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

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

LOSS PAYEE & LIENHOLDER'S RIGHTS

If a loss payee or lienholder is shown on the Declarations with respect to **your covered auto**, any amount paid under this Part D for **loss** to **your covered auto** will be paid according to **your** interest and that of the loss payee or lienholder. **We** may make separate payments according to those interests. However, with **your** consent, payment may be made directly to a repair shop when the **loss** is being repaired.

We will be subrogated to the loss payee or lienholder's rights of recovery to the extent of **our** payment.

Where a claim is denied for non-cooperation or breach of the **insured's** duties owed to **us**, the loss payee or lienholder's interest will not be protected. Where fraud, misrepresentation, material omission, intentional damage, or conversion, secretion and/or embezzlement of **your covered auto** has been committed by or at the direction of **you** or a **family member**, or where the loss is otherwise not covered under the terms of this policy, the loss payee or lienholder's interest will not be protected. **We** have no duty to make any payment to a lienholder or loss payee unless the **loss** is payable to **you** and all policy terms and conditions have been met.

We reserve the right to cancel the policy as permitted by policy terms. Cancellation shall terminate this agreement as to the loss payee's interest.

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

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

- A. If other sources of recovery also cover the **loss**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion our limit of liability bears to the total of all applicable limits.
- B. Any insurance **we** provide with respect to a **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:
 1. any coverage provided by the owner of the **non-owned auto**;
 2. any other applicable physical damage insurance;
 3. any other source of recovery applicable to the loss.

However, **we** will provide primary insurance if the vehicle is owned by a person, firm or corporation engaged in the business of selling vehicles at retail. This applies only if **you** or a **family member**:

1. are operating the vehicle; and
2. are neither the owner of the vehicle nor that person's employee.

CAR STORAGE AND TOWING

We will pay up to a reasonable and customary daily rate for the cost of storage of **your covered auto** in the event of a **loss** to **your covered auto** for which coverage is provided under this Part. In this event, we will also pay for towing **your covered auto** to the storage facility.

Our total liability for storage charges incurred prior to the date **you** report **your loss** to **us** shall not exceed three (3) days storage charges or \$45, whichever is less. **Our** total liability for towing and storage charges under this coverage for any one **accident** or **loss** shall not exceed \$300.

APPRAISAL

- A.** If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B.** We do not waive any of **our** rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

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

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

The requirement for giving notice of a claim, if not satisfied by the **insured** within 30 days of the date of the accident, may be satisfied by an injured third party who, as the result of such **accident**, has a claim against the **insured**. However, notice of a claim given by an injured third party to an insurer shall be accomplished by mail.

- B.** A person seeking any coverage must:
1. Cooperate with **us** in the investigation, settlement or defense of any claim or suit.
 2. Promptly send **us** copies of any notices or legal papers received in connection with the claim or suit.
 3. Submit, as often as **we** reasonably require:
 - a. To physical exams by physicians **we** select. **We** will pay for these exams.
 - b. To examination under oath and subscribe the same.
 4. Authorize **us** to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 5. Submit a proof of **loss** when required by **us**.
- C.** A person seeking Uninsured Motorists Coverage must also:
1. Notify the police within 24 hours if a hit-and-run driver is involved.
 2. Promptly send **us** copies of the legal papers if a suit is brought.
- D.** A person seeking Coverage for Damage to Your Auto must also:
1. Take reasonable steps after **loss** to protect **your covered auto** or any **non-owned auto** and their equipment from further **loss**. **We** will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

PART F – GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

A. Premium Changes

The premium for this policy is based on information **we** have received from **you** or other sources.

You agree:

1. That if any of this information material to the development of the policy premium is incorrect, incomplete, or changed, **we** may adjust the premium accordingly during the policy period.
2. To cooperate with **us** in determining if this information is correct and complete, and to advise **us** of changes in this information.

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

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

1. Autos insured by the policy, including changes in use.
2. Drivers, driver's age, or driver's marital status.
3. Coverages or coverage limits.
4. Rating territory.
5. Eligibility for discounts or other premium credits.

B. Coverage Changes

We may revise **your** policy coverages to provide more protection without additional premium charge.

If **we** do this and **you** have the coverage which is changed, **your** policy will automatically provide the additional coverage as of the date the revision is effective in **your** state. Otherwise, this policy contains all of the coverage agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us**.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance on the information provided on **your** insurance application which is hereby made part of the policy. **We** may cancel or deny coverage under this policy if **you** or an **insured** person have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time the application was made.

We may cancel coverage under this policy if **you** or a **family member** 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.

No coverage will be provided 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 cancel this policy for fraud or misrepresentation even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages which would otherwise be covered. However, this shall not affect coverage for a claim under PART A of this policy to the extent the damages are within the minimum limits of liability insurance required by the Georgia Motor Vehicle Reparations Act, if:

1. The **accident** occurs before **we** send notification to the **insured** that the policy is cancelled; and
2. The injured person has not engaged in fraudulent conduct or knowingly engaged in any concealment or misrepresentation of any material fact or circumstance with regard to the issuance of this policy, the facts of the **loss**, damages, or medical treatment.

If **we** declare this policy cancelled, **you** must reimburse **us** if **we** make a payment.

We reserve the right to recover from **you** any payments made as a result of **your** fraud or misrepresentation.

OUR RIGHT TO VOID FOR FAILURE OF INITIAL PAYMENT

Coverage under this policy is conditioned upon **our** receipt of complete and unconditional payment of the initial down-payment of premium.

If **you** make **your** initial payment by check or any other method other than cash, this policy is void as if never issued, and there will be no coverage at any time, if the initial payment is not honored for any reason when first presented for payment to **your** bank or financial institution or if there is any failure to pay premium. If this policy is void, **we** will not pay any claims, losses, or damages of any kind. **You** must reimburse **us** for any amounts **we** are required by law to pay after **we** void the policy.

LEGAL ACTION AGAINST US

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

OUR RIGHT TO RECOVER PAYMENT

- A.** If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall do:
 - 1.** Whatever is necessary to enable **us** to exercise **our** rights; and
 - 2.** Nothing after loss to prejudice them.However, **our** rights in this paragraph (A.) do not apply under
 - 1.** Part **B**; or
 - 2.** Part **D**, against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.
- B.** If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1.** Hold in trust for **us** the proceeds of the recovery; and
 - 2.** Reimburse **us** to the extent of our payment. However, this paragraph (B.) does not apply to Part **B**.
- C.** With respect to Part **B**:
If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1.** Hold in trust for **us** the proceeds of the recovery; and
 - 2.** Reimburse **us** to the extent of **our** payment after that person has been fully compensated for damages. However, any reimbursement due to **us** shall be reduced by **our** pro rata share of attorney's fees and expenses of litigation incurred in bringing the claim.
- D.** With respect to Part **C**:
We shall be entitled to a recovery under paragraph A. or B. of this Our Right to Recover Payment provision only after the person has been fully compensated for damages.

POLICY PERIOD AND TERRITORY

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

In the event that this policy is cancelled for non-payment and **we** accept **your** late payment and reinstate **your** policy, **we** will not cover any **loss** or **accident** that occurs during the period of time between the cancellation date and time and the reinstatement date and time. **Your** policy expiration and/or renewal date and time will remain unchanged by any reinstatement by **us**.

VALID DRIVER'S LICENSE EXCLUSION

No coverage is afforded under any section of this policy if **your covered auto** is being operated by any person whom:

- A. is under the minimum age to obtain a driver's license; or
- B. does not have a valid driver's license; or
- C. has a revoked driver's license; or
- D. the driver is without privileges to drive for any reason.

This exclusion shall not apply:

- A. to the extent that the liability, collision, and/or uninsured motorists coverage available to pay a claim is less than the amount required by O.C.G.A. §33-7-11; or
- B. to the portion of the damages that is less than or equal to the minimum limits if the person who sustains the **bodily injury** or **property damage** is not able to otherwise recover those damages from any other source if coverage under this Part were to be denied.

EXCLUSION FOR ALL RESIDENTS OF INSURED'S HOUSEHOLD NOT LISTED ON YOUR APPLICATION FOR INSURANCE - ALL COVERAGES

In **your** application for insurance, **you** were asked to list all drivers. A driver is any person who regularly or infrequently has care, custody, or control of **your covered auto** or who is a **family member**, 14 years of age or older, whether licensed or unlicensed and any other person who lives in the household. Failure to list all drivers may result in denial of a claim.

We will not provide coverage under any section of this policy:

- A. for any claims arising from an **accident** or **loss** involving a motorized vehicle being operated by a person age 14 and older, LICENSED OR NOT, who resides with the applicant at the time of the application if they are not listed by name on the policy; or
- B. for any claim arising from an **accident** or **loss** involving a motorized vehicle being operated by a household resident who, at the time of application, was not listed on the application but who operated a vehicle listed on the policy; or
- C. for any claim, at the time of the application, a person resided with you age 14 or older (1) who was not listed on the application for insurance and (2) who was not disclosed to **us** in writing and added to the policy before the **accident** or **loss**.

THIS EXCLUSION APPLIES TO ANY CLAIM FOR DAMAGES MADE AGAINST YOU, A FAMILY MEMBER, THE OPERATOR OF ANY VEHICLE, OR ANY OTHER PERSON OR ORGANIZATION THAT IS VICARIOUSLY LIABLE FOR SUCH ACCIDENT.

NAMED DRIVER EXCLUSION

In consideration of the premium charged, if **you** have asked us to exclude any person from coverage under this policy, then **we** will not provide coverage for any claim arising from an **accident** or **loss** involving **your covered auto** or **non-owned auto** that occurs while it is being operated or in the care, custody, or control of the excluded person. **THIS INCLUDES ANY CLAIMS FOR DAMAGES MADE AGAINST YOU, A FAMILY MEMBER, OR ANY OTHER PERSON OR ORGANIZATION THAT IS VICARIOUSLY LIABLE FOR AN ACCIDENT OR LOSS ARISING OUT OF THE OPERATION OF YOUR COVERED AUTO OR A NON-OWNED AUTO BY THE EXCLUDED DRIVER.**

TERMINATION

- A. Cancellation.** This policy may be cancelled during the policy period as follows:

1. The **insured** shown in the Declarations may cancel by:
 - a. returning this policy to **us**; or
 - b. Giving **us** advance written notice of cancellation, stating a future date on which the policy is to be cancelled.

If only **your** interest is affected, the effective date of the cancellation shall be either the date **we** receive **your** notice or the date specified in the notice, whichever is later. However, if the **insured** gives **us** advance written notice of cancellation, **we** may waive the requirement that the notice state the future date of cancellation by confirming the date and time of cancellation in writing to the **insured**. If by statute, regulation or contract the policy may not be cancelled unless notice is given to a government agency, mortgagee or other third party, **we** will mail or deliver at least 10 days' notice to **you** and any third party as soon as practicable after receiving **your** request for cancellation. **Our** notice will state the effective date of the cancellation which shall be the later of the following:

- a. ten days from the date of mailing or delivery of **our** notice; or
 - b. The effective date of cancellation stated in **your** notice to **us**.
2. **We** may cancel by mailing to the **insured** shown in the Declarations at the address last known by **us**:
 - a. at least 10 days' notice:
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. at least 30 days' notice in all other cases.

Our right to cancel this policy is subject to the limitations contained in the applicable Georgia Statutes.

- B. **Nonrenewal.** If **we** decide not to renew or continue this policy, **we** will mail notice to the **insured** shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than 1 year, **we** will have the right not to renew or continue it only at each anniversary of its original effective date.
- C. **Automatic Termination.** If **we** offer to renew or continue and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer. If **you** obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Coverage for **your covered auto** shall automatically terminate when a person other than **you** or a **family member** becomes the owner or takes legal possession of **your covered auto**.

D. Other Termination Provisions

1. **We** may deliver any notice instead of mailing. A receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.
2. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. The premium refund, if any, will be computed according to **our** manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. **We** will give the same advance notice of cancellation or nonrenewal to the loss payee or other third party stated in the policy as **we** give to the **insured** shown in the Declarations.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. **Your** rights and duties under this policy may not be assigned without our written consent. However, if an **insured** shown in the Declarations dies, coverage will be provided until the end of the policy period for:
 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if an **insured** shown in the Declarations; and
 2. The legal representative of the deceased person as if an **insured** shown in the Declarations. This

applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

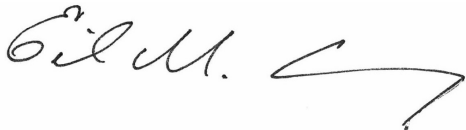
- B.** If an **insured** shown in the Declarations terminates their marital relationship, **we** will continue to provide coverage for the former spouse of the **insured**. Coverage applies only:
 - 1.** If **we** are notified of the termination of the marital relationship;
 - 2.** If the former spouse was a resident of the same household immediately prior to the termination of the marital relationship; and
 - 3.** For the lesser of 90 days or until the end of the policy period.

TWO OR MORE AUTO POLICIES

- A.** If this policy and any other auto insurance policy issued to **you** by **us** apply to the same **accident**, the maximum limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any onepolicy.
However, this paragraph (A.) does not apply to Part C.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under Part C.



Michael Beasley
President



Eileen Sweeney
Secretary

TOWING AND LABOR COVERAGE ENDORSEMENT

If **you** pay a premium for Towing and Labor Coverage and this coverage is listed on the **Declarations**, the provisions of **your** policy will be amended by this endorsement.

The provisions and exclusions that apply to Part D – Coverage for Damage to Your Auto also apply to this endorsement except as changed by this endorsement.

TOWING AND LABOR COVERAGE

If **you** pay the premium for Towing and Labor Coverage and it is shown on the **Declarations**, **we** will pay for up to the limits shown in the **Declarations** for towing and labor costs incurred each time **your covered auto** for which **you** bought this coverage is disabled. This includes the costs associated with emergency flat tire change, tire repair, battery jump, battery repair, fuel delivery (but not the fuel) and locksmith services each time **your covered auto** is disabled, subject to the limits shown on the **Declarations** for **your covered auto**. Covered labor must be performed at the time and place of disablement and does not include routine maintenance of **your covered auto**. The maximum amount **we** will pay for any single disablement will be the amount shown on the **Declarations** for this coverage for **your covered auto**. **You** must provide **us** with a verifiable receipt of the towing or labor charges incurred. This coverage does not apply to towing from entrapment in snow, mud, water or sand, more than 100 feet from a public road or highway.

All other terms, conditions, limits and provisions of this policy remain unchanged.

TIC_GATOW (09/22)

LOSS OF USE (RENTAL REIMBURSEMENT) COVERAGE ENDORSEMENT

If **you** pay a premium for Loss of Use Coverage and this coverage is listed on the **Declarations**, the provisions of **your** policy will be amended by this endorsement.

The provisions and exclusions that apply to Part D – Coverage for Damage to Your Auto also apply to this endorsement except as changed by this endorsement.

LOSS OF USE (RENTAL REIMBURSEMENT) COVERAGE

If **you** pay the premium for Loss of Use Coverage and it is shown on the **Declarations**, when **your covered auto** for which **you** bought this coverage sustains a **loss** due to a **collision** or due to comprehensive **loss**, then **we** will reimburse **you** for actual expenses incurred for reasonable fares for substitute transportation, and/or necessary car rental charges **you** incur from a licensed rental car agency, while **your covered auto** is inoperable due to that **loss**. **We** will pay no more than the limit shown on the **Declarations**.

Loss of Use Coverage is limited to the period the vehicle is inoperable or under repair.

Loss of Use Coverage will end 72 hours after **we** offer to pay the amount **we** determine is due for a total loss.

No deductible applies to Loss of Use Coverage. The limits set forth above are the most **we** will pay as the result of any one **loss**, regardless of the number of **insured cars** listed on this policy or premiums paid.

All other terms, conditions, limits and provisions of this policy remain unchanged.

TIC_GARENT (09/22)

NON-OWNERS COVERAGE ENDORSEMENT

If **you** pay a premium for Non-Owners Coverage and this coverage is listed on the **Declarations**, the provisions of **your** policy will be amended by this endorsement.

NON-OWNERS COVERAGE

If you pay the premium for Non-Owners Coverage and it is shown on the Declarations, then you agree this policy is amended as follows:

Definitions

- A. The definition of **you** and **your** is deleted and replaced by the following: **You** and **your** means only the person shown as the **named insured** on the **Declarations**.

- J. The definition of **your covered auto** is deleted and replaced by the following: **Your covered auto** means any auto not owned by **you**, **your** spouse, **family members** or members of the household in which **you** reside, which **you** are using with the permission of the owner. No coverage shall apply for **you** while operating an auto owned by or furnished or available for the regular use of **you**.

Part A – Liability Coverage

- A. The insuring agreement is deleted and replaced by the following:

INSURING AGREEMENT

We will pay damages for **bodily injury** and **property damage** for which **you** become legally responsible because of an accident arising out of **your** use of **your covered auto**. Damages include prejudgment interested awarded against an insured person.

We will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle or defend ends when **our** limit of liability for this coverage has been exhausted by payment of judgements or settlements. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

- B. The Additional Definition of **insured** is deleted and replaced by the following:

Insured means **you** with respect to an accident arising out of the maintenance or use of **your covered auto**.

Part B – Medical Payments Coverage

- B. The Additional Definition of **insured** is deleted and replaced by the following:

Insured as used in this Part means:

1. **You** while **occupying**; or
2. As a pedestrian when struck by:
A motor vehicle designed for use mainly on public roads or a trailer of any type.

Part C – Uninsured Motorists Coverage Insuring Agreement

- C. The Additional Definition of **insured** is deleted and replaced by the following:

Insured as used in this Part means **you**.

Part D - Coverage for Damage to Your Auto

No coverage applies under Part D - Coverage for Damage to Your Auto.

All other terms, conditions, limits and provisions of this policy remain unchanged.

TIC_GANONOWN (09/22)