

VERVE 3.1

Pennsylvania Personal Auto Policy

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

Administered by: Verve Services, 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 BINDING CONTRACT BETWEEN YOU (THE POLICYHOLDER) AND US (THE INSURANCE COMPANY). PLEASE READ YOUR POLICY AND YOUR DECLARATIONS PAGE. The declarations page tells you what coverages apply and this Policy explains those coverages. Together, the forms explain the limits of coverage. The Policy also includes definitions, conditions, exclusions, limitations, and duties for coverage to apply.

This Policy does not pay dividends to policyholders.

ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURER OR FILES AN APPLICATION OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL.

RENTAL VEHICLE DISCLOSURE: IF YOU BUY COLLISION COVERAGE AS A PART OF THIS POLICY, CERTAIN RENTAL AUTOS ARE COVERED FOR PHYSICAL DAMAGE CAUSED BY A COLLISION. FOR SUCH A RENTAL TO HAVE COLLISION COVERAGE, THAT RENTAL MUST BE A TEMPORARY SUBSTITUTE FOR YOUR INSURED VEHICLE WHILE BEING REPAIRED DUE TO A COVERED LOSS. COVERAGE IS SUBJECT TO ALL DEFINITIONS, CONDITIONS, TERMS, EXCLUSIONS AND LIMITS IN THIS POLICY.

TABLE OF CONTENTS

	Page		Page
YOUR AUTO POLICY INSURING AGREEMENT	3	Settlement of Loss - Comprehensive & Collision	32
		No Benefit to Bailee	33
		Appraisal	33
DEFINITIONS	3	Loss Payee	33
		Other Insurance or Coverage	34
PART I - LIABILITY COVERAGES	9		
Bodily Injury Liability		PART V - TOWING AND LABOR COVERAGE	34
Property Damage Liability		Insuring Agreement	34
Insuring Agreement	9	Definitions for Towing and Labor Coverage	35
Additional Payments	9	Exclusions	35
Definitions for Liability Coverage	9		
Exclusions	10	DUTIES	35
Limits of Liability	11	Duty to Give Notice	35
Other Insurance or Coverage	13	Duty to Cooperate	36
Financial Responsibility	13	Duty to Report Changes	38
Out-of-State Coverage	13		
Bankruptcy	14	CLAIMS SETTLEMENT	39
PART II - FIRST PARTY BENEFITS COVERAGE	14	GENERAL PROVISIONS	39
Insuring Agreement	14	Policy Period	39
Definitions for Part II	14	Policy Territory	39
Our Right to Review Medical Expenses	16	Transfer or Assignment	39
Exclusions	16	Joint & Individual Interests	39
Limits of Liability	18	Business Use Coverage	39
Assignment of Benefits	19	Premium Payment	40
Other Insurance or Coverage & Priority of Policies	19	Late Payment	41
		Policy Non-Renewal	41
		Policy Cancellation	41
		Cancellation Refund	42
PART III - UNINSURED MOTORIST COVERAGE / UNDERINSURED MOTORIST COVERAGE	20	Automatic Termination	42
Insuring Agreements	20	Non-Divisibility of Policy Termination	42
Additional Terms for Coverage Under Part III	20	Proof of Notice	43
Definitions for Part III	21	Terms of Policy Conform to State Law	43
Exclusions	22	Electronic Signatures	43
Limits of Liability	23	Legal Action Against Us	43
Other Insurance or Coverage & Priority of Policies	26	Subrogation and Rights to Recover	44
Settlement	26	Two or More Policies Issued By Us	45
		Emergency Services Exclusion	45
		Misrepresentation, Concealment or Fraud	45
		Our Right to Rescind	45
		Our Rights to Deny Coverage and End the Policy	46
PART IV - PHYSICAL DAMAGE COVERAGES	27	Protection for Injured Innocent Third Parties	46
Comprehensive			
Collision		NAMED DRIVER EXCLUSION	47
Insuring Agreements	27		
Definitions for Physical Damage Coverages	28	NAMED OPERATOR - NON-OWNED VEHICLE	47
Rental Reimbursement	29		
Exclusions	29		
Limits of Liability	31		

YOUR AUTO POLICY INSURING AGREEMENT

If **we** receive payment of **your** premium when due, **we** agree to insure **you**, subject to all of the terms of this Policy, for the coverage(s) that are shown on the **declarations page** and for which the premium has been paid.

In issuing and maintaining this Policy, **we** have relied on the truthfulness and completeness of **your** statements and the information and representations contained in **your application**, and all coverage election, rejection or selection forms **you** have provided to **us**, and any notices of changes **you** have provided to **us**. **You** agree and represent that by accepting this Policy that the statements, information and representations in **your application**, and all coverage election, rejection or selection forms, and in any notices of changes are **your** statements and are true and accurate.

We and **you** also agree that:

1. Only the coverage(s) for which a premium is shown on the **declarations page** of this Policy will be provided if the required premium is paid when required for that coverage to apply. The premium due, and any fees or charges that may apply, must be paid before coverage will apply;
2. When the initial payment to start this Policy is made to **us**, or any of **our** agents, by check, money order, draft, credit card, debit card, electronic funds transfer (EFT), ACH or similar method, this Policy is conditioned on that payment being honored by the financial institution when presented by **us**; and
3. Coverage is subject to all terms, conditions, exclusions and limitations set forth in this legally binding Policy contract which:
 - a. contains all agreements between **you** and **us** (or any of **our** agents); and
 - b. is made up of all the following forms (no matter how issued by **us** or **our** agent) as a Part of this Policy (as if attached hereto): this Personal Automobile Policy, **your** most recently dated **declarations page**, the **application**, all coverage election, rejection and selection forms, and any endorsements.

Nothing in this Personal Automobile Policy Insuring Agreement or in this Policy obligates **us** to renew or continue this Policy.

DEFINITIONS

Defined words and phrases are shown in **bold face** type. Those words and phrases have the meaning shown below in this Policy when that word or phrase is used anywhere in the Policy, even if the word or phrase is being used in the singular, plural, possessive or active or passive tense. However, if a separate Coverage Part of **your** Policy defines the same word or phrase, only the definition of the word or phrase used in that Coverage Part will apply in that Coverage Part.

As used in **your** Auto Policy:

"Accident" means a sudden, unexpected, and unintended event including continuous or repeated exposure to the same general conditions or conduct, occurring while this Policy is in force.

"Additional driver" means a **person** who is listed by name as an "additional driver" on the **declarations page**, if that:

1. **Person's** information is used by **us** to determine the premium to be charged for **your** Policy; and
2. **Person** is not designated as an excluded driver.

"Application" means the process and form(s) **we** or **our** agent use to gather data about **you** and **your autos**, and upon which **we** rely when **we** issue this Policy and determine the premium to be charged. The **"application"** includes, though is not limited to, any process used by **us** or **our** agent for **you** to:

1. Select or reject coverage(s), limits, deductibles and other Policy options;
2. Give **us** any information **we** required to issue, rate or service **your** Policy; or
3. Make representations to **us** that **we** rely on in issuing the Policy and determining **your** premium.

“**Auto**” means a private passenger type land **motor vehicle** that is a four-wheeled automobile, van, pick-up truck or sport utility vehicle, or dual rear wheel six-wheeled pick-up truck, designed for use on the public roads and with a manufacturer’s gross vehicle weight rating that does not exceed 12,000 pounds.

This definition of “**auto**” does not include any:

1. All-terrain or quad vehicle, dune buggy, go-cart or golf cart;
2. Step-van;
3. Parcel delivery van;
4. Cargo cutaway van;
5. Van with cab separate from the cargo area;
6. Panel van;
7. Tractors or other farm machines;
8. Box truck with a separate, box-like cargo area;
9. Kit car;
10. Motorcycle, moped, mini-bike, dirt bike, or all-terrain vehicle;
11. Recreational vehicle, being a vehicle with living or camping facilities; or
12. Vehicle while being used as a dwelling, **business** premises, or other premises.

“**Bodily injury**” means accidentally sustained physical bodily harm to a **person** and all sickness, disease or death that results from bodily harm, sickness, or disease.

“**Business**” means any profession, occupation, job, employment, trade, commercial or for-profit activity, whether or not it is full-time or part-time.

“**Civil union partner**” means a **person** who **resides** with the **named insured** and is a registered partner of that **named insured** pursuant to a registered domestic partner or civil union law. “**Civil union partner**” does not include any person who is:

1. Related to the **named insured** by blood; or
2. Married or joined by domestic partner law or civil union law, to any **person** other than the **named insured**.

If the **named insured** is not a **person**, then no one is a “**civil union partner**” for purposes of any coverage under any Part of this Policy.

“**Crime**” means any act or omission that is a statutory criminal offense or violation of the penal code, though not including minor traffic violations, whether or not the **person** is convicted of an offense or violation. “**Crime**” includes, but is not limited to:

1. Any felony;
2. Fleeing, eluding or evading law enforcement;
3. Any illicit trade or transportation; and
4. Theft of an **insured vehicle**.

“**Declarations page**” means the most recently dated document from **us** identified as the “declarations page”, that:

1. Shows the coverage(s) selected, limits for each coverage, deductibles that apply, and other Policy options elected and paid for;
2. Describes the **insured vehicle(s)**;
3. Describes drivers **you** have listed on the Policy;
4. Shows the cost that must be paid for the coverage selected; and
5. Indicates the Policy period and other Policy information.

“**Diminution of value**” means the perceived or real decrease in market or resale value of property due to an **accident, loss** or repair.

“**Domestic partner**” means a **person** who is a:

1. Domestic partner who is lawfully registered as the domestic partner of the **named insured** under any state’s domestic partner or civil union law;

2. **Resides** with the **named insured**;
3. Is in a committed and continuing spouse-like relationship with the **named insured** for the purpose of a domestic life; and
4. Is 18 years of age or older.

“**Domestic partner**” does not include any person who is:

1. Related to the **named insured** by blood; or
2. Married or joined by domestic partner law or civil union law, to any **person** other than the **named insured**.

If the **named insured** is not a **person**, then no one is a “**domestic partner**” for purposes of any coverage under any Part of this Policy.

“**Fungus or mold**” means any form or type of fungi, fungus, mold, mildew and yeast, and any of the following when produced or released by such: mycotoxins, toxins, spores, scents, odors, bacteria, viruses, or any other by-products or resulting organism(s).

“**Hazardous materials**” means any solid, liquid, gaseous or thermal substance, irritant or contaminant. This includes but is not limited to:

1. Smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, asbestos, lead;
2. Explosive or flammable substances;
3. Any waste material or product which includes, but is not limited to, materials that may be recycled, reconditioned, or reclaimed, whether or not known to result in environmental damage;
4. Any harmful biological, pathogenic, poisonous or toxic chemical, liquid, gas or substance; and
5. Pollutants as defined by any law of the United States.

“**Hazardous materials**” does not include:

1. Products and fluids intended for, and normal to, the operation of a **motor vehicle**, but only when used in the proper and intended scope of the **motor vehicle’s** normal usage.
2. Fuel for a motorized vehicle or lawn or yard equipment, but only when being safely transported in a federally approved fuel container.
3. Cleaning products, but only when in quantities for ordinary household use, and transported in its original container.

“**Insured vehicle**” means:

1. Any **auto** specifically described on the **declarations page** that **we** have agreed to insure, unless:
 - a. **you** have asked **us** to remove that **auto** from this Policy; or
 - b. that **auto** is sold, assigned, gifted, title transferred, or possession permanently transferred, to a **person** or party other than **you, your spouse, a relative, or an additional driver**;
2. Any **newly acquired auto**.

“**Minimum limits**” means the minimum amounts of liability insurance required to apply to an **auto**, or its **owner** or operator, by the **motor vehicle** compulsory insurance or financial responsibility laws of the state in which **you reside** that is shown in **our** records as the garaging address for an **insured vehicle**. The minimum limit amount is the per person/per accident limits required by such laws. If the state in which **you reside** is the Commonwealth of Pennsylvania, as shown in **our** records, then the minimum amounts of liability insurance required in any one **accident** under those Pennsylvania laws, as amended, for an **auto** are (as of the edition date of this Policy):

1. \$15,000 for **bodily injury** to any one (1) **person**;
2. \$30,000 for **bodily injury** to any two (2) or more **persons**; and
3. \$5,000 for property damage.

“**Motor vehicle**” means a land motor vehicle that is:

1. Self-propelled;
2. Designed for use on public roads;
3. Permitted by law for use on public roads; and
4. Subject to motor vehicle registration law in a U.S. state or the U.S. District of Columbia.

“Motor vehicle business” means any **business** related to or involving **motor vehicle** or **trailer** transactions, including, but not limited to, the following: the selling, leasing, renting, repairing, servicing, delivering, loading or unloading, testing, road testing, test-driving, storing, parking (including valet parking), towing, washing, cleaning or detailing of any **motor vehicle** or **trailer**.

“Named insured” means the **person(s)** or entity shown or designated on the **declarations page** as the policyholder or **“Named Insured”**. If the **“named insured”** is not a **person**, then there is no coverage under this Policy for any **relative** or **spouse, domestic partner** or **civil union partner**.

“Newly acquired auto” means an **auto** newly **owned** by **you** during the Policy period if it:

1. Replaces an **insured vehicle**; or
2. Is an additional **auto**, and **we** insure all other **autos owned** by **you** on the date **you** take possession of the **auto**;

but only if:

1. **You** ask **us** to add it to this Policy no later than fourteen (14) days after the earlier of the date when **you** acquire or take possession of the **auto**;
2. No other insurance policy provides coverage for that **auto**;
3. The **auto** is an acceptable risk under **our** Rules;
4. **You** pay the additional premium when due; and
5. **Your** premium payment is honored by a bank or other financial institution when presented for final payment.

The coverage that applies to a **“newly acquired auto”** is as follows:

1. If a **newly acquired auto** is an additional **auto** and does not replace an **insured vehicle**, it will have Liability Coverage only with the highest limit that applies to any **insured vehicle** as of the date **you** acquire the **auto**. No Physical Damage Coverage or any other coverage will apply until after all of the following conditions are met:
 - a. **you** ask **us** to add the **auto** to **your** Policy as an **insured vehicle**;
 - b. **you** select the coverage(s) **you** want to purchase from **us** to apply to that **auto** and sign any selection/rejection/election forms **we** require;
 - c. **we** determine the **auto** is an acceptable risk under **our** Rules and **we** agree to provide the coverage;
 - d. **you** pay the additional premium to **us** when due; and
 - e. **your** premium payment is honored by a bank or other financial institution when presented for final payment.No Physical Damage Coverage or any other coverage will apply if **we** determine the **auto** is not an acceptable risk under **our** Rules or if **you** do not pay the additional premium when due.
2. If a **newly acquired auto** is a replacement for an **insured vehicle**, it will have the same coverage as the replaced **insured vehicle** as of the date **you** or a **relative** acquire the **auto** if the following conditions are met:
 - a. **you** ask **us** to add the **auto** to this Policy no later than fourteen (14) days after the earlier of when **you** acquire or take possession of the **auto**;
 - b. **we** determine the **auto** is an acceptable risk under **our** Rules; and
 - c. **you** agree to pay, and actually pay **us**, the additional premium when due.No added coverage or any increase in the limits of liability will apply until after:
 - a. **you** ask **us** to add the coverage to this Policy or increase the limits;
 - b. **we** determine the **auto** is an acceptable risk under **our** Rules and **we** agree to provide the coverage; and
 - c. **you** agree to, and actually pay, the additional premium when due.

If **you** do not give **us** notice of a **newly acquired auto** within fourteen (14) days from the date **you** acquire the **auto** and pay the additional premium when due, no insurance will apply under this Policy with respect to the ownership, maintenance or use of that **auto** unless and until after **you** ask **us** to insure the **auto**, **you** provide **us** all information **we** require to determine if the **auto** is an acceptable risk and to determine the premium to insure it, **we** agree to insure the **auto**, and **you** pay the additional premium when due.

If a **newly acquired auto** is entitled to coverage under this Policy and any other Policy issued by **us** or an insurance company that has common ownership with **us**, it will be covered only under the one Policy that provides **you** with the broadest coverage, subject to the terms set forth above in this definition.

“Non-owned auto” means an **auto** that:

1. Is not:
 - a. **owned** by;
 - b. registered in the name of;

- c. rented by; or
 - d. furnished or available for the regular or frequent use of;
- you, your spouse, relative, a resident of your household or an additional driver;** and
2. Is used by **you, your spouse, a relative** or an **additional driver** with permission, and within the scope of that permission, from the **owner** or a **person** in lawful possession of that **auto**.

Non-owned auto does not include any rented **auto** other than a **temporary substitute auto**.

“Nuclear event” means and includes any nuclear exposure, reaction, radiation or radioactive contamination, whether or not controlled or uncontrolled, and however caused or as a consequence of any of these, or any event to which an atomic or nuclear energy liability insurance contract applies.

“Occupying” means in, on or getting in or out.

“Own”, “owner” and “owned” mean to have or hold (or the **person** or entity who has or holds):

1. Legal title to the **motor vehicle, auto or trailer;** or
2. Primary legal possession of the **motor vehicle, auto or trailer:**
 - a. that is leased or rented to that **person** or entity pursuant to a written contract for a continuous period of six (6) months or more; or
 - b. subject to a lien or security agreement.

“Pedestrian” means a **person** who is not **occupying** a vehicle, or trailer designed to be pulled by a self-propelled or motorized vehicle.

“Person” means a human being.

“Punitive or exemplary damages” means all damages awarded to:

1. Punish or deter conduct; and/or
2. Fine, penalize or impose a statutory penalty due to conduct; because that conduct is malicious, grossly negligent, wanton, willful, fraudulent or unlawful.

This includes, but is not limited to, any:

1. Damages that have been defined by law as punitive damages or exemplary damages (for example, treble or statutory multiple damages); and
2. Costs, attorney fees, other fees or interest awarded because of such damages.

This does not include any compensatory damages.

“Racing” means when using an **auto, motor vehicle** or any other vehicle, whether as a driver or passenger, to do any of the following:

1. Participate in or prepare for any speed contest, race, stunt, demolition, competition or timed contest or activity, whether or not that activity is planned or organized or not planned or organized.
2. Operate or **occupy** a vehicle on an indoor or outdoor track, course or trail designed or used for speed contests, demonstration driving, driver training, high performance driving, driving competition, or racing.

“Relative” means a **person** related to **you** or **your spouse** by blood, marriage or adoption, including:

1. **Your** minor ward or foster child;
2. A minor child in the custody of either the **named insured** or a **person** residing in **your** household who is related to the **named insured;**

and who **resides** in **your** household.

The term **“relative”** also includes **your** unmarried and dependent child who is:

1. Under the age of 25 years during the calendar year in which the policy period ends; and
2. Temporarily residing away from **your** household to attend school or serve in the armed forces of the United States;

if that child intends to continue to **reside** in **your** household, however that coverage will be limited as set forth in the Limits of Liability of any applicable coverage.

“Relative” does not include any **undisclosed operator**.

If the **named insured** is not a **person**, then no one is a **“relative”** for purposes of any coverage under any Part of this Policy.

“Reside” and **“resides”** mean to live at a dwelling as that **person’s** primary and legal domicile.

“Spouse” means a **person** who **resides** with **you** and who is either:

1. Legally married to **you**;
2. **Your** registered **domestic partner**; or
3. **Your** **civil union partner**.

No one will be **your “spouse”** under this Policy if **you** are not a **person** or if the **named insured** is a business entity, estate or trust.

“Temporary substitute auto” means any **auto** rented from a car rental **business** or **motor vehicle business** while the **insured vehicle** is being repaired or serviced. **“Temporary substitute auto”** does not include any other rented **motor vehicle** or any **motor vehicle owned** by, or otherwise furnished or available for the regular use of, **you**, **your spouse**, a **relative** or an **additional driver**.

“Trailer” means a non-motorized device designed for use with, and permitted to be towed on public roads by, an **auto**. There is no coverage under this Policy for any **“trailer”**:

1. While it is being used:
 - a. as a residence or premises;
 - b. for office, store or display purposes;
 - c. for any **business** or commercial purpose; or
 - d. to carry **persons**; or
2. That is not designed for use with an **auto**.

“Transportation network company” means an organization or entity, including, but not limited to, a corporation, limited liability company, partnership, sole proprietor, or any other entity, that provides prearranged transportation services of persons or property for compensation using an online-enabled or digital application, software, website, system or platform.

“Uncollectible instrument” and **“not honored upon presentment”**, means a bank or other financial institution does not honor, or does not recognize, a form of payment. This includes, though is not limited to, a payment where:

1. A check is dishonored or refused due to insufficient funds;
2. A check or transfer is drawn from an empty or closed account;
3. There is an invalid credit or debit card;
4. Credit card charges are dishonored or refused by the issuing financial institution; or
5. Funds transferred via any electronic means or method that are refused, dishonored or rejected;

all of which are deemed to be nonpayment of premium.

“Undisclosed operator” is any **person** who is not listed on the **declarations page** who is:

1. A licensed driver who **resides** in **your** household;
2. A **person** who **resides** in **your** household who has an expired or suspended license; or
3. Any regular operator of an **insured vehicle**;

unless that **person** is:

1. A **relative** who has a driver permit but not a driver license;
2. Newly licensed and has not been licensed for more than thirty (30) days; or
3. Is younger than the age to have a driver permit or license.

“War” means and includes war (declared or undeclared), civil war, insurrection, rebellion or revolution.

“We”, **“us”** and **“our”** mean the insurance company shown on the **declarations page** as having underwritten this Policy.

"You" and "your" mean the **named insured(s)** shown on the **declarations page**.

PART I - LIABILITY COVERAGES

Bodily Injury Liability Property Damage Liability

INSURING AGREEMENT

If the premium for Bodily Injury Liability Coverage and/or Property Damage Liability Coverage has been paid when due, the coverage(s) shown on the **declarations page** will apply under this Policy and is subject to all Policy terms.

We will pay compensatory damages, subject to the Limits of Liability, for which an **insured** is legally liable because of:

1. **bodily injury** to others; and/or
2. **property damage**;

caused by or resulting from an **accident** that arises out of the ownership, maintenance or use of an **auto** for which that **insured** is covered by the terms of this Liability Coverage.

An **insured's** legal liability to any injured **person** or party, and that injured **person's** or party's rights to recover damages to which this Part I applies, are subject to both the:

1. lawsuit tort option elected by the injured **person** or party, or the tort option that otherwise applies under Pennsylvania law (75 Pa.C.S. § 1705, as amended); and
2. limitations on recovery, if any, due to the tort option that applies.

ADDITIONAL PAYMENTS

If Bodily Injury Liability Coverage and/or Property Damage Liability Coverage apply to cover damages that arise from an **accident**, **we** will pay to or on behalf of an **insured**, in addition to **our** limit of liability:

1. Costs incurred by **us** to settle and defend a claim or suit brought against an **insured**. As **we** decide is proper, **we** will investigate and negotiate, settle or defend with counsel selected and paid by **us**. **Our** payments for the cost to defend an **insured** do not to reduce the applicable limit of liability shown on the **declarations page**. **We** have no duty to defend any lawsuit, settle or pay any judgment or any claim not covered under this Policy. **Our** duty to settle or defend ends when **our** limit of liability has been exhausted by payment of judgments or settlements or deposited into a court with jurisdiction.
2. Court costs of any suit for damages.
3. Interest on the portion of compensatory damages within **our** limit of liability that accrues before and after judgment until **we** pay, offer or deposit in court the amount due under this coverage. **We** have no duty to make any interest payment if **we** have not been given notice of suit and the opportunity to defend an **insured**.
4. Premiums or costs for the purchase of bonds:
 - a. to secure the release of an **insured's** property attached under a court order in any lawsuit **we** defend, up to **our** limit of liability for the face amount of the bond.
 - b. required to appeal a decision in a suit for damages that **we** are defending.
 - c. up to \$250 for each bail bond needed because of a covered **accident** or traffic violation related to a covered **accident**.

We have no duty to apply for, furnish, or secure any bonds. Nor do **we** have any duty to pay premiums for or the cost of any bond in an amount that is greater than **our** limit of liability.

DEFINITIONS FOR LIABILITY COVERAGE

Words and phrases shown in **bold face** type have the meaning set forth here when that word or phrase is used in

this Liability Coverage, even if the word or phrase is being used in the singular, plural, possessive or active or passive tense.

As used in this Liability Coverage:

“**Insured**” means:

1. **You, your spouse, your relatives, and additional drivers** for the:
 - a. ownership, maintenance or use of an **insured vehicle**.
 - b. use or operation of a **non-owned auto** with permission from its **owner**.
 - c. use of a **trailer** while it is being towed by any of these **autos** listed in a. or b. above.
2. Any other **person** for the lawful use or operation of an **insured vehicle** or a **newly acquired auto**, with permission from **you, your spouse** or a **relative**, and within the scope of that permission, if that **person** does not have any insurance that applies to that use of that **auto**.

However, “**insured**” does not include an **undisclosed operator**.

“**Property damage**” means physical harm to, or destruction of, tangible, real or personal property, including any resulting loss of use.

EXCLUSIONS

READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.

THERE IS NO LIABILITY COVERAGE FOR, AND **WE HAVE NO DUTY TO DEFEND, ANY INSURED:**

1. While any **auto** or **trailer** is:
 - a. rented, leased, subleased, loaned or sold by **you, your spouse, a relative** or an **additional driver** to any other **person** or party in exchange for any form of value, compensation or reimbursement;
 - b. being used as a public or livery conveyance;
 - c. being used for any transport of **persons** for compensation or a fee, or in the course of any similar for-profit activity. This exclusion applies to the pickup, carrying and drop off of **persons**. This exclusion also applies to use of a **motor vehicle** from the moment an **insured** participating in activities with a **transportation network company** logs on to the **transportation network company's** online-enabled application or platform until log-off from the online-enabled application. This exclusion applies to any ride-share network or services, charter-party carrier services, passenger-stage company, car service, livery service or similar activity for any compensation, income, profit, fee, or charge paid by or for any occupant of the **motor vehicle**. This does not apply to a share-the-expense carpool or use for a charitable or volunteer purpose;
 - d. being used for any transport or delivery of property or goods for compensation or a fee by a driver participating in activities with a **transportation network company**, including from the time of log-on to the **transportation network company's** online-enabled application or platform until log-off from the online-enabled application;
 - e. being used for the wholesale or retail pickup or delivery of property or goods, including, but not limited to, delivery of magazines, newspapers, food, mail, flowers or any other products.
 - f. being used for snow removal;
 - g. being used by any **person** employed or engaged in any way in a **motor vehicle business**. This does not apply to **you, your spouse, a relative** or an **additional driver** for the use of an **insured vehicle**;
 - h. being used for **racing**;
 - i. parked and being used as a residence or premises; or
 - j. towing a **trailer** which is used as an office, store, display, or recreational vehicle.
2. For any **bodily injury** to:
 - a. a fellow employee while on the job and that arises out of the maintenance or use of any vehicle by another employee in the employer's **business**. However, this does not apply to **you** as to **bodily injury** to a fellow employee.

- b. any employee of an **insured** during the course of employment. This does not apply to **your** household or domestic employee who is not covered or not required to be covered under any worker's compensation insurance.
3. For any **bodily injury, property damage** or any other damages:
 - a. for which the United States government may be found liable;
 - b. caused by an intentional act of an **insured** or at the direction of an **insured**;
 - c. that is or should be reasonably expected to result from an intentional act of an **insured**, even if the **bodily injury** or **property damage** that results is not of the same nature that was intended to be inflicted;
 - d. that result from any type of **nuclear event**;
 - e. that result from the commission of a **crime** by that **insured**. This exclusion will not apply solely because the **insured** caused the vehicular **accident** while under the influence of drugs or intoxicating beverages;
 - f. that occurs while an **insured vehicle** is being towed or is towing a **motor vehicle**;
 - g. that arises out of the operation of a **motor vehicle** by a **person** who is listed as an excluded driver on the **declarations page**;
 - h. that arises out of the ownership or use of an **insured vehicle** when it is entrusted to another person or party for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
 - i. that arises out of the ownership or use of an **insured vehicle** when it is under a conditional sales agreement and is no longer in **your** possession;
 - j. caused by **war**; or
 - k. caused by an **insured** who:
 - (1) is not listed on the **declarations page** and has never possessed a valid driver license or is operating a **motor vehicle** with a revoked driver license; or
 - (2) is operating an **auto** or **motor vehicle** with a driver or learner permit or temporary license, but who, at the time of the **accident**, does not comply with the rules and restrictions imposed by law for operating an **auto** or **motor vehicle** with that driver or learner permit or temporary license.
 4. For **property damage** to any property:
 - a. owned or being transported by;
 - b. rented or leased to; or
 - c. in the charge or care of;
 an **insured**. This does not apply to damage to a rented residence or private garage.
 5. For any obligation of an **insured**, or his or her insurer, under any type of workers compensation or disability or similar law.
 6. For liability assumed by the **insured** under a bailment, contract or agreement.
 7. For any **punitive or exemplary damages**.
 8. For any **bodily injury, property damage** or any other damages that result from **hazardous materials**, including any order, demand, claim or suit for testing for, monitoring, cleaning up, removing, treating, neutralizing or remediating **hazardous materials** or environmental damage.
 9. For use of any **auto** in any **business** or commercial activity. This does not apply to **your** use of an **insured vehicle** for which **you** have purchased Business Use Coverage if the use of that **auto** is within the scope of the **business** use that has been approved by **us** for Business Use Coverage.
 10. For any **bodily injury** or **property damage** that arises out of the use of an **insured vehicle** in connection with a personal vehicle sharing program or other similar program that engages in the business of facilitating the sharing of **motor vehicles**.
 11. For any **bodily injury, property damage**, claim or liability asserted against **you, your spouse, your relatives**, or **additional drivers** arising out of the operation of any **insured vehicle** or **non-owned auto** by an **undisclosed operator**, including but not limited to claims arising out of vicarious liability, negligent entrustment, agency, ownership or otherwise.

LIMITS OF LIABILITY

The limit(s) of liability for any Bodily Injury Liability Coverage and/or Property Damage Liability Coverage that applies are shown on the **declarations page** and are subject to the following:

1. The limit that applies is the most **we** will pay in any one covered **accident**, without regard to the number of:
 - a. claims made;
 - b. **motor vehicles** and/or **trailers** involved in an **accident**;
 - c. **insureds**, heirs, survivors or wrongful death beneficiaries;
 - d. lawsuits filed;
 - e. **autos, trailers** or vehicles covered or shown on the **declarations page**;
 - f. premiums paid;
 - g. claimants;
 - h. policies issued by **us**; or
 - i. policies or bonds that apply.

There will be no adding, stacking or combining of coverage.
2. **Bodily Injury Liability Coverage**
Your declarations page shows a split limit. This means:
 - a. the Bodily Injury limit of liability shown on the **declarations page** that applies "Per Person" is the most **we** will pay for all damages due to **bodily injury** sustained by any one **person** in any one **accident**.
 - b. subject to the limit of liability that applies "Per Person", the Bodily Injury limit of liability shown on the **declarations page** that applies "Per Accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more **persons** in any one **accident**. Without changing this "Per Accident" limit, **we** will apply that limit to provide any separate "per person" limit required by law for **bodily injury** liability.
3. **Property Damage Liability Coverage**
 The Property Damage limit of liability shown on the **declarations page** is the most **we** will pay for all damages due to **property damage** for which an **insured** becomes legally liable as a result of any one **accident**.
4. Notwithstanding the limits described in clause 2. and 3. above, and without regard to the limit of liability shown on the **declarations page**, the limit of liability that applies to any **insured person** other than **you, your spouse, your relatives**, and **additional drivers** are the **minimum limits** of Liability Coverage required for **bodily injury** and **property damage** under the compulsory insurance or financial responsibility laws of the state where **you** reside.
5. The **bodily injury** limit that applies "Per Person" includes all claims, causes of action and lawsuits of others that relate to or derive from the **bodily injury** of the injured **person**. When allowed by law, this limit includes, but is not limited to, all claims and lawsuits for:
 - a. emotional distress or mental anguish as a result of seeing the **accident**;
 - b. loss of society, companionship, services, comfort, support and/or consortium; and
 - c. wrongful death.
6. **Our** limit of liability shall be reduced by any payment made to that **person** under Part II – First Party Benefits Coverage and/or Part III – Uninsured Motorist Coverage / Underinsured Motorist Coverage.
7. An **auto** and attached **trailer** are deemed to be one **auto** for the purposes of determining the limit of liability. The limit is not increased in any way if there is a covered **accident** that involves a **trailer** attached to and being towed by an **auto**.
8. No one is entitled to recover more than once for the same elements of damages that have been paid by **us** or any other source, which may include, but is not limited to:
 - a. any other coverage under this Policy;
 - b. any other Policy **we** or another insurer issue; or
 - c. workers' compensation or any similar insurance.

No one will be entitled to recover duplicate payments for the same elements of damages.
9. Notwithstanding the limit of liability shown on the **declarations page** or anything to the contrary set forth in the Limit of Liability clauses directly above, coverage afforded with respect to use of an **insured vehicle** that is not principally garaged at an address shown on the **declarations page** is limited to the **minimum limits**.

OTHER INSURANCE OR COVERAGE

If there is other similar coverage or source of recovery that applies:

1. **Policies issued by Us to You**

If this Policy and any other **auto** or **motor vehicle** insurance Policy issued to **you** by **us** (or any insurers that have common ownership with **us**) provide this coverage and apply to the same **accident**, **our** limit of liability under all those policies shall not exceed the highest limit of liability that applies for such coverage under any one of those policies. The limit of liability may not be added, combined or stacked with similar coverage under any other **auto** or **motor vehicle** Policy issued by **us** (or any insurers that have common ownership with **us**).

2. **Other liability coverage available from other sources**

a. Any insurance **we** provide for use of an **insured vehicle** by anyone other than **you** will be excess over any other collectible insurance, self-insurance or bond.

b. If a **non-owned auto** or a **trailer** has other vehicle liability coverage, bond or self-insurance that applies to the **accident**, then this Policy's coverage is excess. Notwithstanding anything to the contrary directly above in this paragraph 2.b, this Policy shall apply on a primary basis for **bodily injury** liability coverage afforded under this Part I for an **insured's** use of a **non-owned auto** that is loaned by a **motor vehicle** dealer (as defined by Pennsylvania law) licensed to buy or sell new or used **motor vehicles** (or an agent thereof):

(1) if that **non-owned auto** is loaned without a fee, rental or lease charge paid directly by the **insured**; and

(2) only for the period of time while the **insured vehicle** is being transported, serviced, repaired or inspected by that **motor vehicle** dealer.

Such primary coverage under this Policy is only primary as compared to any similar insurance or self-insurance maintained by the **owner** of that **non-owned auto**, or the **motor vehicle** dealer that loaned it. **We** have no duty to defend the **owner** of that **non-owned auto**, or the **motor vehicle** dealer that loaned it.

c. This Policy's coverage does not apply to a **newly acquired auto** if there is any other liability coverage, bond or self-insurance that applies to that **newly acquired auto** except under a Policy issued by **us** or an insurance company that has common ownership with **us**.

3. Subject to all other terms in this Other Insurance clause and the Policy, if any other **auto** or vehicle liability coverage, bond or self-insurance applies to the same **accident** with the same priority as coverage under this Policy, **we** will not pay more than **our** share of the damages. **Our** share is the proportion that the limit of liability of this Policy bears to the total of all **auto** or vehicle liability coverage, bond and self-insurance that apply with the same level of priority to the **accident**.

4. If there is other applicable insurance, **we** shall be entitled to reimbursement of an equal share of the defense cost and attorney fees in any lawsuit **we** defend.

FINANCIAL RESPONSIBILITY

If **we** certify the coverage provided under this Part I as proof of financial responsibility, this Policy shall comply with such law to the extent required. If **we** make a payment **we** would not have made if this Policy had not been certified as proof of future financial responsibility, **we** must be reimbursed by **you** or an **insured** for such payment and related costs.

OUT-OF-STATE COVERAGE

If an **accident** to which this Part I applies occurs in any state, territory, or possession of the United States of America or any province or territory of Canada, in which **we** are licensed to write the type of insurance provided by this Policy, other than the one in which an **insured vehicle** is principally garaged (as shown in **our** records), but still within the Policy Territory, and that other state, territory, province or possession has:

1. A financial responsibility, compulsory or mandatory insurance or other similar law that requires all **owners** or operators of an **auto** to have liability insurance with limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **declarations page**, **we** will provide that required

higher limit for Liability Coverage under this Policy. However, unless the **insured** is required by law to maintain liability insurance when operating a **motor vehicle** in that state, territory, province or possession, **we** will not provide any Liability Coverage for an **accident** if the **declarations page** shows you did not buy Liability Coverage from **us** on this Policy.

2. A compulsory insurance or similar law requiring a non-resident to maintain specific types of insurance coverage whenever the non-resident uses a vehicle in that state, territory, province or possession, this Policy will provide the greater of:
 - a. the required minimum amounts and types of coverage; or
 - b. the Limits of Liability under this Policy.

BANKRUPTCY

The bankruptcy or insolvency of an **insured** shall not relieve **us** of any obligations under this Policy.

PART II –FIRST PARTY BENEFITS COVERAGE

IMPORTANT NOTICE: First Party Benefits available for purchase are those benefits listed below in the Insuring Agreement. The benefits may be purchased individually or as a combination package. Coverage will apply only for the benefits actually listed on the **declarations page** for this Policy and for which a premium has been charged and paid and are subject to all terms of this Policy.

INSURING AGREEMENT

If the premium for First Party Benefits Coverage has been paid when due and this coverage is shown on the **declarations page**, those benefit(s) listed on the **declarations page** will apply under this Policy and are subject to all Policy terms. **We** will pay, without regard to fault and subject to the limit of liability, for the following First Party Benefits if listed on the **declarations page**:

1. **Reasonable** customary charges for **necessary medical expenses** incurred by an **insured**;
2. **Funeral expenses** incurred on behalf of an **insured**;
3. **Accidental death** of an **insured**; and
4. **Income loss** of an **insured**.

that arise out of **bodily injury** sustained by that **insured** as a result of a **motor vehicle accident** arising out of the maintenance or use of a **motor vehicle** as a **motor vehicle**.

DEFINITIONS FOR PART II

Words and phrases shown in **bold face** type have the meaning set forth here when that word or phrase is used in this First Party Benefits Coverage, even if the word or phrase is being used in the singular, plural, possessive or active or passive tense.

As used in this First Party Benefits Coverage:

“**Accidental death**” means a death benefit to be paid to the personal representative of an **insured** if **bodily injury** resulting from a **motor vehicle accident** causes that **insured’s** death within 24 months from the date of the **accident**.

“**Funeral expenses**” means a benefit to be paid for expenses directly related to the funeral, burial, cremation or other form of disposition of the remains of a deceased **insured**, incurred due to the death of that **insured** as a result of **bodily injury** sustained in a **motor vehicle accident** and occurring within 24 months from the date of that **accident**.

“**Income loss**” means a benefit to be paid for:

1. Eighty percent (80%) of actual loss of gross income of an **insured**.

2. Reasonable expenses actually incurred for hiring:
 - a. a substitute to perform services the **insured** would have performed in connection with self-employment; or
 - b. special help to enable the **insured** to work; to mitigate loss of gross income.

“**Income loss**” does not include:

1. During the period of time following the death of an **insured**:
 - a. loss of expected income; or
 - b. expenses incurred for services performed by a person other than the **insured**; or
2. Any loss of income during the first five (5) days the **insured** did not work after the **accident**.

“**Insured**” means:

1. **You, your spouse, relatives and additional drivers.**
2. Any other **person** while:
 - a. **occupying an insured vehicle** with permission from **you** or a **relative**; or
 - b. not **occupying a motor vehicle** if injured as a result of an **accident** in Pennsylvania and involving an **insured vehicle**. This does not apply if that **insured vehicle** is parked and unoccupied at the time of the **accident** unless it was parked in a manner as to create an unreasonable risk of injury.

However, “**insured**” does not include:

1. An **undisclosed operator** except a **relative**; or
2. For purposes of any **accidental death** benefit that may apply under this Policy, anyone other than **you, your spouse, relatives and additional drivers.**

“**Medical expenses**” mean a benefit to be paid for **reasonable** fees, costs or charges incurred or required to be paid for medically **necessary** medical and rehabilitative treatment, services, procedures and products provided or prescribed by a United States (“U.S.”) state licensed health care provider, and within the proper scope of that provider’s practice, including:

1. Ambulance, hospital, surgical, medical, psychiatric, psychological, osteopathic, dental, x-ray, professional nursing, chiropractic, and pharmaceutical services;
2. Physical, occupational, and vocational therapy and rehabilitation;
3. Speech and hearing therapy and rehabilitation; and
4. Medications, prosthetic and orthopedic devices, optometric services and eyeglasses, hearing aids, and other medical products and supplies.

Payment of benefits for these defined “**medical expenses**”:

1. Will be provided without limitation as to time, provided that, within eighteen (18) months from the date of the **motor vehicle accident** causing the **bodily injury**, it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the **bodily injury**.
2. Also include any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.
3. Are subject to all statutory and regulatory limits as to **reasonable** and **necessary** treatment and charges, and state-approved **Peer Review Organization (PRO)**.

“**Medical expenses**” do not include any fees, costs or charges for:

1. Treatment, services, procedures and products that are experimental or for research, or not commonly recognized in the medical profession in the U.S. as a customary treatment for the **bodily injury**;
2. Massage therapy not prescribed by a U.S. state licensed doctor or chiropractor; or
3. Services that are not necessary for treatment or care of the **bodily injury** sustained in the **accident**.

“**Necessary**” means, as used for purposes of any medical treatment and/or rehabilitative services to be covered as benefits under **medical expenses**, any treatment, accommodations, products or services which are determined to be necessary by a licensed health care provider unless found or determined to be unnecessary by a state-approved **Peer Review Organization (“PRO”)**.

“**Peer Review Organization (“PRO”)**” means, any Peer Review Organization with which the Federal Health Care Financing Administration or the Commonwealth of Pennsylvania contracts for medical review of Medicare or medical assistance services, or any health care review company, approved by the Insurance Commissioner of the

Commonwealth of Pennsylvania, that engages in peer review for the purpose of determining that medical and rehabilitation services are medically **necessary** and economically provided.

“**Reasonable**” means the lowest cost amount for **medical expenses** to be determined, as **we** decide in accord with Pennsylvania laws and regulations, by one of the following methods:

1. The lowest amount payable as determined by **PRO**;
2. As allowed by law, the **usual and customary charge**;
3. The fee, cost or charge set forth in any medical fee schedule:
 - a. that applies to medical expenses, no-fault or personal injury protection coverage in a motor vehicle liability policy issued in the state where medical services are provided; and
 - b. as required or allowed by the law of the state where medical services are provided; or
4. The fee, cost or charge agreed to by both the **insured’s** health care provider and **us** (or a third party **we** have contracted with to determine that amount).

“**Usual and customary charge**” means the amount **we** find represents a common and typical fee, cost or charge for treatment, services, procedures or products in the geographic area in which it is rendered. In accord with Pennsylvania laws and regulations, **we** may use independent sources of **our** choice to find the **usual and customary charge** for **medical expenses**.

OUR RIGHT TO REVIEW MEDICAL EXPENSES

In accord with Pennsylvania laws and regulations, and with the use of state-approved **Peer Review Organizations (PROs)** when required, **we** have the right to:

1. Review **medical expenses** and pay only those **medical expenses** that are **reasonable** customary charges **necessary** for both the diagnosis and treatment of the **insured’s bodily injury**.
2. Use independent sources of information of **our** choice to assist **us** in deciding if a **medical expense** is not **reasonable** or not **necessary** for either the diagnosis or treatment of the **insured’s bodily injury**. These sources include, but are not limited to:
 - a. review of medical records and test results by persons and services selected by **us**;
 - b. published sources of medical expense information and fee schedules;
 - c. computer databases and programs; and/or
 - d. exams performed by physicians and other medical experts **we** select and pay for.
3. Not pay for any **medical expense**, or portion thereof, that:
 - a. is not **reasonable**;
 - b. is not **necessary** for the diagnosis or treatment of the **insured’s bodily injury**;
 - c. is for treatment of **bodily injury** that is not the result of the covered **accident**; or
 - d. results from a service, treatment, procedure and/or product that is not provided and prescribed by a U.S. state licensed health care provider acting within the proper scope of that license.

We will resolve any dispute with a medical service provider, at **our** expense, with respect to a **medical expense we** do not pay because the charge is not, in whole or part, **reasonable** or **necessary**.

EXCLUSIONS

THERE IS NO COVERAGE UNDER PART II FOR **BODILY INJURY**:

1. Incurred while **occupying** or through being struck by any **motor vehicle** (other than an **insured vehicle** that is insured for this coverage or a **newly acquired auto**) owned by, or furnished or available for the regular use of, **you, your spouse, a relative** or an **additional driver**.
2. To the extent worker’s compensation benefits are required to be payable.
3. Incurred while **occupying** an **insured vehicle** or a **newly acquired auto** while it is:
 - a. rented, leased or subleased by **you, your spouse, a relative** or an **additional driver** to any other **person** or party;
 - b. being used as a public or livery conveyance;
 - c. being used for any transport of **persons** for compensation or a fee, or in the course of any similar for-profit activity. This exclusion applies to the pickup, carrying and drop off of **persons**. This exclusion

also applies to use of a **motor vehicle** from the moment an **insured** participating in activities with a **transportation network company** logs on to the **transportation network company's** online-enabled application or platform until log-off from the online-enabled application. This exclusion applies to any ride-share network or services, charter-party carrier services, passenger-stage company, car service, livery service or similar activity for any compensation, income, profit, fee, or charge paid by or for any occupant of the **motor vehicle**. This does not apply to a share-the-expense carpool or use for a charitable or volunteer purpose;

- d. being used for any transport or delivery of property or goods for compensation or a fee by a driver participating in activities with a **transportation network company**, including from the time of log-on to the **transportation network company's** online-enabled application or platform until log-off from the online-enabled application;
 - e. being used for the wholesale or retail pickup or delivery of property or goods, including, but not limited to, delivery of magazines, newspapers, food, mail, flowers or any other products;
 - f. being used for snow removal;
 - g. parked and being used as a residence or premises; or
 - h. towing a **trailer** which is used as an office, store, display, or recreational vehicle.
4. Incurred while **occupying** or operating any recreational vehicle not intended for highway use, motorcycle, moped, mini-bike, dirt bike, motor-driven cycle, motorized pedal cycle or like type vehicle required to be registered under Pennsylvania law or any other similar motorized vehicle which has less than four (4) wheels.
 5. Incurred while **occupying** any all-terrain vehicle or go-cart.
 6. Incurred while **occupying** any recreational vehicle, being any type of vehicle or trailer with living or camping facilities.
 7. Incurred while **occupying** or through being struck by any motorized vehicle:
 - a. designed for use mainly off public roads;
 - b. that operates on rails or crawler treads;
 - c. while it is parked and being used as a residence or premises; or
 - d. used in any **racing**.
 8. Caused by **war**.
 9. That results from any type of **nuclear event**.
 10. Sustained while **occupying** or using a vehicle without permission to do so from the **owner** of the vehicle. This exclusion also applies so there is no coverage for any **person** while **using** a **motor vehicle** knowingly converted by that **person**. This does not apply to **you**, **your spouse**, a **relative** or an **additional driver** when **occupying** an **insured vehicle** that is insured for this coverage or a **newly acquired auto**.
 11. Caused by, or arising out of the actual, alleged or threatened presence, growth, proliferation or spread of **fungus or mold**, without regard to the factors causing or contributing to its growth.
 12. Sustained by an **insured** due to **hazardous materials** being transported by an **insured**.
 13. Caused by an intentional act of the **insured** or at the direction of the **insured**, or by any **person** who intentionally causes, or attempts, self-injury or injury to another.
 14. Sustained by an **insured** in the commission of a **crime** by that **insured** including, but not limited to:
 - a. when the **insured** is injured while seeking to elude lawful apprehension or arrest; or
 - b. when the **insured** is injured while committing a felony.This does not apply solely because the **insured** caused the vehicular **accident** while under the influence of drugs or intoxicating beverages.
 15. Expense that is paid or payable under TRICARE, CHAMPUS, or any similar health care program of the United States Department of Defense Military Health System.
 16. Expense for which the United States Government is liable under the Federal Tort Claims Act.
 17. To a **person** that arises out of the operation of a **motor vehicle** by that **person** who is listed as an excluded driver on the **declarations page**.
 18. Sustained by an **insured** while that **person** is operating a **motor vehicle**:
 - a. if that **insured** is not listed on the **declarations page** and has never possessed a valid driver license or has a driver license that is revoked; or
 - b. with a driver or learner permit or temporary license, but who, at the time of the **accident**, does not comply with the rules and restrictions imposed by law for operating an **auto** or **motor vehicle** with that driver or learner permit or temporary license.

19. That arises out of the use of any **motor vehicle** in any **business** or commercial activity. This does not apply to **your** use of an **insured vehicle** for which **you** have purchased Business Use Coverage if the use of that **auto** is within the scope of the **business** use that has been approved by **us** for Business Use Coverage.
20. That arises out of the use of an **insured vehicle** in connection with a personal vehicle sharing program or other similar program that engages in the business of facilitating the sharing of **motor vehicles**.
21. Sustained by any **person** who, at the time of the **accident** is:
 - a. the **owner** of one or more registered **motor vehicles** which do not have in effect the financial responsibility required by the Pennsylvania Motor Vehicle Financial Responsibility Law; or
 - b. operating or **occupying** a **motor vehicle owned** by that **person** for which the financial responsibility required by the Pennsylvania Motor Vehicle Financial Responsibility Law is not in effect.

LIMITS OF LIABILITY

The limit of liability for First Party Benefits Coverage and the benefit(s) that applies is shown on the **declarations page** for any one **insured** and is subject to the following:

1. The limit shown on the **declarations page** is the most **we** will pay in any one covered **accident**, without regard to the number of:
 - a. claims made;
 - b. **motor vehicles** and/or **trailers** involved in an **accident**;
 - c. **insureds**, heirs, survivors or wrongful death beneficiaries;
 - d. lawsuits filed;
 - e. **autos, trailers** or vehicles covered or shown on the **declarations page**;
 - f. premiums paid;
 - g. claimants;
 - h. policies issued by **us**; or
 - i. policies or bonds that apply.

There will be no adding, stacking or combining of coverage.
2. A **motor vehicle** and attached **trailer** are deemed to be one **motor vehicle**. The limit is not increased in any way if there is a covered **accident** that involves a **trailer** attached to and being towed by a **motor vehicle**.
3. No one is entitled to recover more than once for the same elements of damages that have been paid by **us** or any other source, which may include, but is not limited to:
 - a. any other coverage under this Policy;
 - b. any other Policy **we** or another insurer issue; or
 - c. workers' compensation or any similar insurance.

No one will be entitled to recover duplicate payments for the same elements of damages.

Additionally, the following limits also apply if such a coverage option is purchased:

1. If **you** buy "**Combination First Party Benefits**" (**CFPB**) from **us** on this Policy:
 - a. for any one **insured** injured in any one covered **motor vehicle accident**, the most **we** will pay for all applicable first party benefits (being all of the following: **medical expenses, income loss, accidental death and funeral expenses**) is the aggregate combined single limit of liability shown on the **declarations** for Combination First Party Benefits (**CFPB**).
 - b. subject to this aggregate combined single limit of liability for **CFPB**, the most **we** will pay for:
 - (1) **funeral expenses**;
 - (2) **accidental death**;

is the separate sub-limit that applies for each such benefit as shown on the **declarations page**. If no such separate sub-limit is shown, then **we** will pay no more than \$25,000 for **accidental death** and no more than \$2,500 for **funeral expenses**.
 - c. combination First Party Benefits applies only for expenses or loss incurred within three (3) years from the date of the covered **motor vehicle accident** causing the **bodily injury** to the **insured**.
2. If **you** buy "**Extraordinary Medical Benefits**" (**EMB**) from **us** on this Policy:
 - a. for any one **insured** injured in any one covered **motor vehicle accident**, **we** will pay for the cost of **reasonable and necessary medical expenses** incurred by that **insured** in excess of \$100,000 and that

result from **bodily injury** caused by that **accident**, subject to the limit of liability shown on the **declarations page**. No benefits will be paid under this coverage until such **medical expenses** exceed \$100,000.

- b. the limit of liability shown on the **declarations page** for Extraordinary Medical Benefits (EMB) is the most **we** will pay, and is also subject to:
 - (1) a limit of \$50,000 per year; and
 - (2) a lifetime total limit shown on the **declarations page**;for costs payable as **medical expenses** that are incurred by the **insured**.
- c. the \$50,000 per year limit shall not apply to costs payable as **medical expenses** that are covered by Extraordinary Medical Benefits (EMB) and are incurred within eighteen (18) months following the **accident**.
- d. any amounts payable by **us** as Extraordinary Medical Benefits (EMB) will be excess to any amounts available to an **insured** for costs payable as **medical expenses** under any First Party Benefits provided in accord with the Pennsylvania Motor Vehicle Financial Responsibility Law.
- e. if an **insured** is eligible for Extraordinary Medical Benefits (EMB) and is also eligible for benefits under the Pennsylvania Catastrophic Loss Trust Fund, the combined total recovery under both for costs payable as **medical expenses** that are incurred by an **insured** shall not exceed \$1,000,000.

ASSIGNMENT OF BENEFITS

If **we** are given a written assignment of benefits signed by the injured **insured** or the representative of the **insured** for **medical expenses** that are payable under this coverage, **we** will pay those **medical expenses** directly to the health care provider if that provider is licensed to provide such care by a state in the U.S. where the care or services were rendered. If **we** do this, **we** have no further duty or liability to pay those same benefits to an **insured** or to any other **person** or party.

OTHER INSURANCE OR COVERAGE & PRIORITY OF POLICIES

If there is other First Party Benefits Coverage (including some or all first party benefits), **we** will pay benefits applicable under Part II of this Policy in accord with the order of priorities set out by the Pennsylvania Motor Vehicle Financial Responsibility Law, as amended, as follows ("First" being the highest level of priority and "Fourth" being the lowest level of priority):

- First:** Any policy on which the **insured** is a named insured.
- Second:** Any policy on which the **insured** is covered as a family member or relative and is not a named insured under any policy providing coverage under the Pennsylvania Motor Vehicle Financial Responsibility Law.
- Third:** Any policy that covers the **motor vehicle** which the **insured** was **occupying** at the time of the **accident**.
- Fourth:** Any policy that covers a **motor vehicle** involved in the **accident** if the **insured** is NOT:
 - a. **occupying** a **motor vehicle**; and
 - b. entitled to first party benefits under any other **motor vehicle** policy.A parked and unoccupied **motor vehicle** is not a **motor vehicle** involved in an **accident** within this priority level unless it was parked in a manner as to create an unreasonable risk of injury.

If two or more policies have equal priority within the highest priority level that applies as set forth and listed directly above ("First" being the highest level of priority and "Fourth" being the lowest level of priority), then the following apply:

- 1. The insurer against whom the first party benefit claim is first made shall process and pay the claim as if wholly responsible. That insurer is thereafter entitled to recover contribution on a pro rata basis from any other insurer(s) for both the benefits paid and the costs of processing the claim. If contribution is sought among insurers responsible on the Fourth priority level, pro-rata shall be based on the number of **motor vehicles** involved in the **accident**.

2. If **we** are the insurer against whom the claim is first made, **our** payment to or for an **insured** will not exceed the applicable limit of liability for coverage under Part II, or the applicable limit of liability if **you** have purchased Extraordinary Medical Benefits.
3. The maximum recovery under all policies may not exceed the amount payable under the one policy with the highest dollar limits of benefits.

We will not pay benefits to an **insured** if a policy applies at a level of priority before **us**.

Any amount to be paid under this Part II shall be excess over (but not duplicate) any amounts paid, payable or required to be provided to an **insured** under any workers' compensation law.

PART III - UNINSURED MOTORIST COVERAGE / UNDERINSURED MOTORIST COVERAGE

IMPORTANT NOTICE: Your election of either "STACKED" or "NON-STACKED" coverage is shown on the **declarations page** for this Policy, is subject to all terms of this Policy, and is further described in the Limit of Liability provision of this Part III.

INSURING AGREEMENTS

Uninsured Motorist Bodily Injury Coverage

(also called "Uninsured Motorist Protection" or "UM")

If the premium for Uninsured Motorist Bodily Injury Coverage has been paid when due, that coverage, as shown on the **declarations page**, will apply under this Policy and is subject to all Policy terms.

We will pay for compensatory damages, subject to the limits of liability, that an **insured** is legally entitled to collect from the **owner** or driver of an **uninsured motor vehicle** because of **bodily injury** sustained by that **insured** as a result of an **accident**. The **bodily injury** must be caused by an **accident** that arises out of the ownership, maintenance, or use of that **uninsured motor vehicle**.

Underinsured Motorist Bodily Injury Coverage

(also called "Underinsured Motorist Protection" or "UIM")

If the premium for Underinsured Motorist Bodily Injury Coverage has been paid when due, that coverage, as shown on the **declarations page**, will apply under this Policy and is subject to all Policy terms.

We will pay for compensatory damages an **insured** is legally entitled to collect from the **owner** or driver of an **underinsured motor vehicle** because of **bodily injury** sustained by that **insured** as a result of an **accident**. The **bodily injury** must be caused by an **accident** that arises out of the ownership, maintenance, or use of that **underinsured motor vehicle**.

ADDITIONAL TERMS FOR COVERAGE UNDER PART III

The following Additional Terms apply at all times:

1. If the **owner** or driver of an **uninsured motor vehicle** or **underinsured motor vehicle** has liability insurance, self-insurance or bond that applies, **we** will not make a payment under the coverage provided under Part III to or for an **insured** until:
 - a. after the limits of liability under all liability insurance, self-insurance and/or bonds that apply have been exhausted by payment of judgments or settlements or partially exhausted by payments, in which case, the damages recoverable by the **insured** shall be reduced by the full limits of liability under all liability policies and bonds that apply to the owner or driver of the **uninsured motor vehicle** or **underinsured motor vehicle**;
 - b. **we** and the **insured** reach a written settlement agreement; or

- c. **we** have been given at least thirty (30) days prior written notice of a settlement offer between the **insured** and **owner** or driver of an **uninsured motor vehicle** or **underinsured motor vehicle**. In order to preserve **our** right of subrogation, **we** have the right to elect to pay any sum offered in settlement by, or on behalf of, the **owner** or driver of the **uninsured motor vehicle** or **underinsured motor vehicle**. If **we** do this, **you** agree to assign to **us** all rights that **you** have against the **owner** or driver of the **uninsured motor vehicle** or **underinsured motor vehicle**.
2. If the **insured** is not able to identify the **owner** or driver of the **uninsured motor vehicle** or **underinsured motor vehicle**, the **insured** or someone on behalf of the **insured**, must report the **accident** to the police or other law enforcement authority within twenty-four (24) hours or as soon as practicable after the **accident**. An official report must be filed with the notified authority that has jurisdiction.
3. **We** will not be bound if:
 - a. a judgment is entered against the **owner** or driver of an **uninsured motor vehicle** or **underinsured motor vehicle** in a lawsuit filed without **our** prior written consent.
 - b. an **insured** enters into a settlement for damages against the **owner** or driver of an **uninsured motor vehicle** or **underinsured motor vehicle** without **our** prior written consent.
4. **We** reserve the right to:
 - a. negotiate payment of medical expenses directly with an **insured's** health care or medical provider; and
 - b. make payment directly to a health care or medical provider in accord with that negotiated payment.
5. In any one **accident** that is covered by **us**, an **insured** cannot recover under both UM and UIM coverage for damages due to that same **accident**.
6. The right of recovery for damages arising out of **bodily injury** is subject to both the:
 - a. lawsuit tort option elected by the **insured** (or the tort option that otherwise applies under 75 Pa. C.S. § 1705, as amended); and
 - b. limitations on recovery, if any, due to that tort option that applies.

If the limited tort option applies to an **insured**, there is no coverage under this Part III for any **noneconomic loss** due to the **bodily injury** sustained by that **insured** unless that **insured** sustains a **serious injury** or is otherwise legally entitled to recover for **noneconomic loss** as set forth in Pennsylvania law, as amended.

DEFINITIONS FOR PART III

Words and phrases shown in **bold face** type have the meaning set forth here when that word or phrase is used in this Coverage, even if the word or phrase is being used in the singular, plural, possessive or active or passive tense.

As used in this Coverage:

“**Insured**” means:

1. **You, your spouse, relatives and additional drivers;** or
2. Any other **person** who, at the time of the **accident**, is **occupying** an **insured vehicle**, if the operation and use is with permission from **you, your spouse** or a **relative**, and is within the scope of that permission.

However, “**insured**” does not include an **undisclosed operator**.

“**Noneconomic loss**” means pain and suffering, and other nonmonetary detriment.

“**Serious injury**” means a personal injury resulting in death, serious impairment of body function or permanent serious disfigurement.

“**Underinsured motor vehicle**” means a **motor vehicle** to which one or more liability bond or policies applies at the time of the **accident**, or a **motor vehicle** for which there is self-insurance, but the sum of the limits of liability for **bodily injury** liability coverage, or the amount of the self-insurance, is less than the damages an **insured** is legally entitled to recover for **bodily injury** from the owner or driver of that **motor vehicle**.

An **underinsured motor vehicle** does not include any vehicle or equipment:

1. **Owned** by, furnished to or available for the regular use of **you, your spouse, a relative** or an **additional driver;**

2. That is an **insured vehicle** or a **newly acquired auto**;
3. Not required to be registered as a motor vehicle;
4. Designed for use mainly off public roads except while on public roads;
5. Operated on rails or crawler treads;
6. While located for or being used as a residence or premises; or
7. Which is an **uninsured motor vehicle**.

“Unidentified motor vehicle” means a **motor vehicle**:

1. For which the **owner** or driver cannot be identified; and
2. That causes an **accident** resulting in **bodily injury** to an **insured**.

If there is no physical contact with the **unidentified motor vehicle**, the **insured** must establish by independent corroborative evidence that the **bodily injury** was proximately caused by the unidentified driver of the **uninsured motor vehicle**. The testimony of an **insured** seeking payment under this Part III shall not constitute independent corroborative evidence unless the testimony is supported by additional evidence to establish the facts of the **accident**.

“Uninsured motor vehicle” means a **motor vehicle** that is:

1. Not insured, self-insured or bonded for liability at the time of the **accident**;
2. Insured or bonded for liability at the time of the **accident**, but the insuring or bonding company:
 - a. denies coverage,
 - b. is involved in insolvency proceedings or is or becomes insolvent within six (6) years after the **accident**; or
3. An **unidentified motor vehicle**.

An **“uninsured motor vehicle”** does not include any vehicle or equipment:

1. **Owned** by, furnished to or available for regular use by **you, your spouse, a relative** or an **additional driver**;
2. **Owned** or operated by a self-insurer under any financial responsibility, **motor vehicle** or similar law, except a self-insurer that is or becomes insolvent; or
3. While located for or being used as a residence or premises;
4. Not required to be registered as a motor vehicle;
5. That is an **insured vehicle** or a **newly acquired auto**;
6. Designed for use mainly off public roads, except while on public roads;
7. Operated on rails or crawler treads; or
8. Which is an **underinsured motor vehicle**.

EXCLUSIONS

THERE IS NO UNINSURED MOTORIST COVERAGE OR UNDERINSURED MOTORIST COVERAGE:

1. If the **insured**, or the legal representative of the **insured**, settles the claim without **our** consent, and in doing so, harms **our** rights or interests.
2. For **bodily injury** sustained by an **insured**:
 - a. while engaged in **racing**;
 - b. as a result of any **nuclear event**;
 - c. during the commission of a **crime** by that **insured**;
 - d. caused by **war**;
 - e. while using or **occupying** a motorized vehicle or device, other than an **insured vehicle** or a **newly acquired auto**, if the vehicle or device is **owned** by, or furnished or available for the regular use of, **you, your spouse, a relative** or an **additional driver**;
 - f. while using a **non-owned auto** without the permission of its **owner** or operating outside of the scope of the **owner’s** permission; or
 - g. that arises out of the ownership or use of an **insured vehicle** when it is under a conditional sales agreement and is no longer in **your** possession.

However, in relation to exclusion 2.e. above, as to **you, your spouse, relatives** and **additional drivers**, this exclusion does not apply to preclude otherwise applicable coverage if:

- a. the extra premium has been paid to **us** for coverage as a stacked coverage; or

- b. this is a Policy covering more than one **insured vehicle**.
- 3. For **bodily injury** sustained by an **insured** as the result of an act of that **insured** that is intended or reasonably likely to cause **bodily injury**.
- 4. For any **punitive or exemplary damages**.
- 5. To any **person occupying** an **insured vehicle** while it is rented, leased or subleased by **you, your spouse, a relative** or an **additional driver** to any other **person** or party. This does not apply to **bodily injury** sustained by **you, your spouse, a relative** or an **additional driver**.
- 6. For **bodily injury** sustained by an **insured** while using a **motor vehicle** in any **business** that involves the transport of **persons** for compensation or a fee, or in the course of any similar for-profit activity. This exclusion applies to the pickup, carrying and drop off of **persons**. This exclusion also applies to use of a **motor vehicle** from the moment an **insured** participating in activities with a **transportation network company** logs on to the **transportation network company's** online-enabled application or platform until log-off from the online-enabled application. This exclusion applies to any ride-share network or services, charter-party carrier services, passenger-stage company, car service, livery service or similar activity for any compensation, income, profit, fee, or charge paid by or for any occupant of the **motor vehicle**. This does not apply to a share-the-expense carpool or use for a charitable or volunteer purpose. This does not apply to an **insured** riding as a passenger in a **non-owned auto**.
- 7. For **bodily injury** sustained by an **insured** while using a **motor vehicle** for any transport or delivery of property or goods for compensation or a fee by a driver participating in activities with a **transportation network company**, including from the time of log-on to the **transportation network company's** online-enabled application or platform until log-off from the online-enabled application.
- 8. For **bodily injury** sustained by an **insured** while using a **motor vehicle** for the wholesale or retail pickup or delivery of property or goods, including, but not limited to, delivery of magazines, newspapers, food, mail, flowers or any other products.
- 9. For **bodily injury** sustained by an **insured** while using a **motor vehicle** for snow removal.
- 10. For **bodily injury** that arises out of the operation of a **motor vehicle** by a **person** who is listed as an excluded driver on the **declarations page**.
- 11. For **bodily injury** sustained by an **insured** while that **person** is operating a **motor vehicle**:
 - a. if that **insured** is not listed on the **declarations page** and has never possessed a valid driver license or has a driver license that is revoked; or
 - b. with a driver or learner permit or temporary license, but who, at the time of the **accident**, does not comply with the rules and restrictions imposed by law for operating an **auto** or **motor vehicle** with that driver or learner permit or temporary license.
- 12. For any **bodily injury** caused by **hazardous materials** being transported by the **insured**.
- 13. For **bodily injury** that occurs while the **insured** is operating the **insured vehicle** in any **business** or commercial activity. This does not apply to **your** use of an **insured vehicle** for which **you** have purchased Business Use Coverage if the use of that **auto** is within the scope of the **business** use that has been approved by **us** for Business Use Coverage.
- 14. For **bodily injury** or **property damage** that arises out of the use of an **insured vehicle** in connection with a personal vehicle sharing program or other similar program that engages in the business of facilitating the sharing of **motor vehicles**.
- 15. For **bodily injury** or **property damage** for which the **owner** or driver of an **uninsured motor vehicle** or **underinsured motor vehicle** is liable that is sustained by any **insured** while **occupying a motor vehicle** being operated by an **undisclosed operator**.

LIMITS OF LIABILITY

The limit(s) of liability for Uninsured Motorist Coverage and/or Underinsured Motorist Coverage that apply are shown on the **declarations page** and are subject to the following:

- 1. The limit shown on the **declarations page** is the most **we** will pay in any one covered **accident**, without regard to the number of:
 - a. claims made;
 - b. **motor vehicles** and/or **trailers** involved in an **accident**;
 - c. **insureds**, heirs, survivors or wrongful death beneficiaries;
 - d. lawsuits filed;

- e. **autos, trailers** or vehicles covered or shown on the **declarations page**;
- f. premiums paid;
- g. claimants;
- h. policies issued by **us**; or
- i. policies or bonds that apply.

There will be no adding, stacking or combining of coverage, unless and except if and when either:

- a. this Policy includes “Stacked” coverage for Part III, as shown on the **declarations page**, and as addressed in more detail further below in this Limit of Liability clause; or
 - b. this is a Policy covering more than one **insured vehicle**; and then any adding, stacking or combining of applicable coverage is only the limit of applicable coverage shown on the **declarations page** with the limit of any other applicable UM or UIM coverage on any other separately issued policy.
2. **Your declarations page** shows a split limit. This means:
- a. The Bodily Injury limit of liability shown on the **declarations page** for coverage under Part III that applies “Per Person” is the most **we** will pay for all damages due to **bodily injury** sustained by any one **person** in any one **accident**.
 - b. Subject to the limit of liability that applies “Per Person”, the Bodily Injury limit of liability shown on the **declarations page** “Per Accident” for coverage under Part III is the most **we** will pay for all damages due to **bodily injury** sustained by two or more **persons** in any one **accident**. Without changing this “Per Accident” limit, **we** will apply that limit to provide any separate “per person” limit required by law for **bodily injury** liability.
 - c. The limit that applies “Per Person” includes all claims, causes of action and lawsuits of others that relate to or derive from the **bodily injury** of the injured **person**. When allowed by law, this limit includes, but is not limited to, all claims and lawsuits for:
 - (1) emotional distress or mental anguish as a result of the **accident**;
 - (2) loss of society, companionship, services, support and/or consortium; and
 - (3) wrongful death.
3. Any payment made to a **person** under Part III shall reduce any amount payable to that **person** under the Liability Coverage under Part I. However, this shall not reduce Liability Coverage to an amount less than the **minimum limits**.
4. For an **insured** (other than **you, your spouse, relatives** and **additional drivers**), **our** limit of liability for UM or UIM shown on the **declarations page** shall be reduced by all sums paid under Bodily Injury Liability Coverage of Part I of this Policy to that **person**.
5. The damages an **insured** is entitled to recover for **bodily injury** from the owner or driver of the **uninsured motor vehicle** or **underinsured motor vehicle** shall be reduced by any amount paid or to be paid:
- a. by or on behalf of any **persons** or parties that may be legally responsible, including, but not limited to all sums paid under Part I of this Policy. However, if an **insured** settles with the owner or driver of an **uninsured motor vehicle** or **underinsured motor vehicle**, or its insurer, for less than the limit of the liability coverage under the policies insuring that **motor vehicle** (or for less than the full amount of self-insurance), the damages recoverable shall be reduced by the sum of the full limits of liability under all other liability policies and bonds (or the full amount of self-insurance) that apply to the owner or driver of the **uninsured motor vehicle** or **underinsured motor vehicle**;
 - b. under Part II or under any medical payments, personal injury protection and/or first party benefits coverage;
 - c. under any disability benefits law, or similar laws (other than workers’ compensation law); and
 - d. from any other source of recovery, including any other insurance policy.
- However, any reduction shall not reduce the amount available under this coverage to less than **minimum limits**.
6. A **motor vehicle** and attached **trailer** are deemed to be one **motor vehicle**. The limit is not increased in any way if there is a covered **accident** that involves a **trailer** attached to and being towed by a **motor vehicle**.
7. No one is entitled to recover more than once for the same elements of damages that have been paid by **us** or any other source, which may include, but is not limited to:
- a. any other coverage under this Policy;
 - b. any other Policy **we** or another insurer issue; or
 - c. any similar insurance (other than workers’ compensation law).
- No one will be entitled to recover duplicate payments for the same elements of damages.

8. Notwithstanding the limit of liability shown on the **declarations page** or anything to the contrary set forth in clause 1 through 7 above, coverage afforded with respect to use of an **insured vehicle** that is not principally garaged where **you reside** because it is in the possession or use of **your child** who is temporarily residing away from **your household** to attend school or serve in the armed forces of the United States is limited to the **minimum limits**.
9. Notwithstanding the limit of liability shown on the **declarations page** or anything to the contrary set forth in clause 1 through 7 above, if any exclusion is found invalid or unenforceable by a court with proper jurisdiction, then to the extent permitted by law, that exclusion is amended and:
 - a. does not apply to the portion of the damages or loss that is less than or equal to **minimum limits** or minimum amounts of coverage required by law; and
 - b. does apply to the portion of the damages or loss that is greater than **minimum limits** or minimum amounts of coverage required by law.

The limit of liability is also subject to one of the following two options, depending on **your** coverage election / waiver of coverage under Part III:

1. **ELECTION OF "NON-STACKED" / "UN-STACKED" COVERAGE (also called WAIVER OF "STACKED"):**
If "Stacked" coverage for Part III has been waived and "Non-Stacked" or "Un-stacked" coverage applies on this Policy, then for the applicable "Non-Stacked" or "Un-stacked" UM or UIM coverage **you** purchased, all terms of the Limits of Liability clause above apply and there is no adding, stacking or combining of coverage for any **insured**.

However, as to **you, your spouse, relatives** and **additional drivers**, this does not apply to limit otherwise applicable coverage if this is a Policy covering more than one **insured vehicle**; and then any adding, stacking or combining of coverage is only the limit of the applicable coverage shown on the **declarations page** of this Policy with the limit of any other applicable UM or UIM coverage on any separately issued Policy.

2. **ELECTION OF "STACKED COVERAGE":** Notwithstanding the limit of liability shown on the **declarations page** or anything expressly to the contrary set forth above in this Limit of Liability clause, if "Stacked" coverage has been elected and paid for on this Policy for UM and UIM, then for the applicable UM or UIM coverage **you** purchased with "Stacked" coverage on this Policy, the following additional terms will also apply:
 - a. Any increased benefit from the Stacked election on this Policy will:
 - (1) only apply for an **insured** who is **you, your spouse, a relative** or an **additional driver**; and
 - (2) NOT apply to any other **insured**.
 - b. **Our** maximum limit of liability for **bodily injury** to an **insured** who is **you, your spouse, a relative** or an **additional driver** is the sum of the "Per Person" limit of liability shown on the **declarations page** added together for each of the **insured vehicles** shown on the **declarations page** with the Stacked coverage.
 - c. **Our** maximum limit of liability for **bodily injury** to an **insured** who is *other than you, your spouse, a relative* or an **additional driver** is not changed and remains only the "Per Person" limit of liability shown on the **declarations page** that applies to the **insured vehicle** involved in the **accident**. The Stacked coverage option does NOT increase the limit of liability under this coverage for any **insured** who is not **you, your spouse, a relative** or an **additional driver**.
 - d. Subject to the limit of liability that applies "Per Person", the "Per Accident" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more **persons** in any one **accident**, and:
 - (1) with respect to **bodily injury** to an **insured** who is **you, your spouse, a relative** or an **additional driver**, this "Per Accident" limit does not include or prevent the added stacked coverage on a "per person" limit basis due to stacking coverage described above.
 - (2) without increasing this "per accident" limit, **we** will provide any separate "per person" limit required by law for **bodily injury**.
 - e. The limit that applies "Per Person" includes all claims, causes of action and lawsuits of others that relate to or derive from the **bodily injury** of the injured **person**. When allowed by law, this limit includes, but is not limited to, all claims and lawsuits for:
 - (1) emotional distress or mental anguish as a result of the **accident**;
 - (2) loss of society, companionship, services, support and/or consortium; and

- (3) wrongful death.

OTHER INSURANCE OR COVERAGE & PRIORITY OF POLICIES

If there is other uninsured or underinsured motorist coverage or source of recovery that applies to cover the **accident**, the following apply subject to all other terms in this Policy:

1. Payment shall be made in the following order of priority as set forth under Pennsylvania law, as amended ("First" being the highest level of priority and "Second" being the lowest level of priority):
First: The uninsured or underinsured motorist coverage that applies to the **motor vehicle** the **insured** was **occupying** at the time of the **accident**.
Second: Any other policy affording uninsured or underinsured motorist coverage to the **insured**.
2. If policies are of equal priority, the insurer against whom the claim is first made, subject to the priorities above, shall process and pay the claim as if wholly responsible. After, that insurer has a right to recover contribution on a pro rata basis from any other insurer for both the benefits paid and costs of processing the claim.
3. If the uninsured or underinsured motorist coverage is "Non-Stacked", "Un-stacked", waiver of stacked, stacking waived or any other similar indication there is NO stacking of any UM and/or UIM coverage, then the maximum recovery under all policies of the Second priority will be no more than the highest limit of liability for one **motor vehicle** applicable under any one of those Second priority policies.

Except, this does not apply if this is a Policy covering more than one **insured vehicle**; and then any adding, stacking or combining of applicable coverage is only the limit of applicable coverage shown on the **declarations page** of this Policy with the limit of any other applicable UM or UIM coverage on any other separately issued Policy.

SETTLEMENT

If the **insured** and the **person** or party legally liable for the **insured's bodily injury** reach a settlement agreement, the **insured** must submit the agreement to **us** in writing and secure **our** approval prior to final execution of such settlement agreement if:

1. The settlement would not fully satisfy the **insured's** claim for **bodily injury**; or
2. A claim has been or will be made against **us** for benefits under this Part III.

The **insured** may file suit against **us** and the legally liable **person** if, within thirty (30) days after **our** receipt of the settlement agreement, **we** do not:

1. Approve the settlement;
2. Waive **our** rights of recovery against the **person** or party legally liable for the **bodily injury**;
3. Authorize the signing of a full release; or
4. Pay the amount offered in settlement and receive an assignment by the **insured** of all claims against the owner and driver of the **uninsured motor vehicle** or **underinsured motor vehicle**. If this occurs, the **insured** must file a lawsuit against the owner and driver of the **uninsured motor vehicle** or **underinsured motor vehicle** before the expiration of the bodily injury statute of limitations, in order to protect **our** rights, and the **insured** must cooperate with **us** in any such lawsuit.

PART IV – PHYSICAL DAMAGE COVERAGES

Comprehensive Collision

INSURING AGREEMENTS

Comprehensive Coverage

If the premium for Comprehensive Coverage was paid when due and the coverage is shown on the **declarations page**, we will pay, subject to all Policy terms, for a **comprehensive loss** to the following, including its **original equipment**:

1. An **insured vehicle**.
2. A **temporary substitute auto** if that **auto** is:
 - a. driven by, or in the custody of, **you, your spouse**, a **relative** or an **additional driver**; and
 - b. used within the scope of consent of the **owner** or **person** in lawful possession of such **auto**.
3. A **non-owned auto** loaned to **you**, a **spouse** or an **additional driver**:
 - a. by a **motor vehicle** dealer (as defined by Pennsylvania law) licensed to buy or sell new or used **motor vehicles**, or an agent thereof, without a fee, rental or lease charge paid directly by **you, a spouse** or an **additional driver**; and
 - b. only for the period of time while the **insured vehicle** is being temporarily replaced by that loaner due to the transport, service, repair or inspection of the **insured vehicle** by that **motor vehicle** dealer.

If Comprehensive Coverage applies to a **loss**, we will also:

1. Repay **you** for transportation costs incurred if an **insured vehicle** is stolen in its entirety, subject to a maximum of up to \$10 per day, but not more than \$300 per theft of an **insured vehicle**, for the period that:
 - a. begins forty-eight (48) hours after **you** tell **us** and the police of the theft; and
 - b. ends when an **insured vehicle** is recovered, repaired or replaced, or forty-eight (48) hours after **we** offer to pay for the **comprehensive loss**.

Transportation costs will not be paid under this clause if **we** pay **you** any higher limit under Rental Reimbursement. **You** must provide **us** verifiable written proof of **your** transportation expenses.

2. Pay the reasonable charges for necessary towing for which **you** become legally liable because of an **insured vehicle** being transported after a **loss**, but **we** will not pay more than the average towing charge in the geographic area where the **loss** occurred. **You** must provide **us** verifiable written proof of **your** towing expenses.

If **we** can pay the **loss** under either Comprehensive Coverage or Collision Coverage, **we** will pay under the coverage where **you** are paid the most.

Collision Coverage

If the premium for Collision Coverage was paid when due and that coverage is shown on the **declarations page**, we will pay, subject to all Policy terms, for **loss** caused by impact with any object or **person**, or overturning or upset, to:

1. An **insured vehicle**.
2. A **temporary substitute auto** if that **auto** is:
 - a. driven by, or in the custody of, **you, your spouse**, a **relative** or an **additional driver**; and
 - b. used within the scope of consent of the **owner** or **person** in lawful possession of such **auto**.
3. A **non-owned auto** loaned to **you**, a **spouse** or an **additional driver**:
 - a. by a **motor vehicle** dealer (as defined by Pennsylvania law) licensed to buy or sell new or used **motor vehicles**, or an agent thereof, without a fee, rental or lease charge paid directly by **you, a spouse** or an **additional driver**; and
 - b. only for the period of time while the **insured vehicle** is being temporarily replaced by that loaner due to the transport, service, repair or inspection of the **insured vehicle** by that **motor vehicle** dealer.

When this coverage applies to an **auto** it includes that **auto** and its **original equipment**.

If Collision Coverage applies to a **loss**, **we** will also pay the reasonable charges for necessary towing for which **you** become legally liable because of an **insured vehicle** being transported after a **loss**, but **we** will not pay more than the average towing charge in the geographic area where the **loss** occurred. **You** must provide **us** verifiable written proof of **your** towing expenses.

DEFINITIONS FOR PHYSICAL DAMAGE COVERAGES

Words and phrases shown in **bold face** type have the meaning set forth here when that word or phrase is used in these Physical Damage Coverages, even if the word or phrase is being used in the singular, plural, possessive or active or passive tense.

As used in this Physical Damage Coverages:

“Actual cash value” means the fair market value of the stolen or damaged property immediately prior to the **accident** or **loss**, adjusted by the following:

1. The age, mileage and physical condition of the property;
2. Prior damage; and
3. **Depreciation**.

“Comprehensive” loss is breakage of glass (unless Collision Coverage applies to that breakage of glass) or any **loss** caused by any event other than collision, including, but not limited to, any of the following:

1. Contact with bird or animal;
2. Fire or explosion (unless caused by a collision);
3. Earthquake;
4. Malicious mischief or vandalism;
5. Missiles;
6. Falling or thrown objects;
7. Riot or civil commotion;
8. Theft or larceny;
9. Windstorm or hail; or
10. Water or flood.

“Cost of repair or replacement” means the amount necessary to:

1. Repair physical damage to return property to its pre-**loss** physical condition; or
2. Replace stolen or damaged property;

as determined by **us**, based on one of the following methods, at **our** option:

1. The cost of repair or replacement as agreed upon by **you** and **us**;
2. A competitive bid approved by **us**; or
3. **Our** written estimate based upon the reasonable prevailing competitive price in the area where the property is to be repaired, as reasonably determined by **us**.

To determine the **cost of repair or replacement**, **you** agree that parts and equipment, as allowed by law, may be new, refurbished, reconditioned, restored, remanufactured, or used, including, but not limited to:

1. **Original equipment manufactured** parts or equipment (**OEM**); and/or
2. **Non-original equipment manufactured** parts or equipment (**non-OEM**).

We may specify the use of parts that are not **OEM** (except where not permitted by law).

To determine the covered **cost of repair or replacement**, the cost will be reduced by unrepaired prior damage. Unrepaired prior damage includes broken, cracked or missing parts; rust; dents; scrapes; gouges; and peeling paint. The reduction for unrepaired prior damage is the cost of labor, parts and materials necessary to repair or replace damage, deterioration, defects and wear and tear on exterior body parts, windshields and other glass, wheels, and paint, that existed prior to the **accident** and that is eliminated as a result of the repair or replacement of property in the **loss**.

“Depreciation” means the reduction in value of property due to wear and tear, and the decline in value of an object's parts and components over the course of its useful life.

“**Loss**”, when used in this Part IV only, means sudden, direct, and accidental physical damage. For Comprehensive Coverage, “**loss**” also includes full or partial theft of the **insured vehicle** or a **temporary substitute auto**. “**Loss**”, under this Part IV, does not mean or include any **diminution of value**.

“**Original equipment manufactured**” and “**OEM**” mean parts, equipment or items produced and/or installed by:

1. The manufacturer of the vehicle; or
2. A vendor of the manufacturer of the vehicle that the manufacturer intends as part of the vehicle or a manufacturer’s option when new.

“**Original equipment**” means equipment, devices or accessories that are **permanently installed**:

1. By the original factory manufacturer of the vehicle at the time of its original assembly or fabrication;
2. By the vehicle dealer as an original manufacturer new car option at the time of the vehicle’s original retail sale and purchase; or
3. To replace an item in paragraph 1 or 2 above in this definition with equipment, devices or accessories with similar function and value if such item is common to the use of an **insured vehicle** as a vehicle.

“**Permanently installed**” means a part or item is attached by bolts, brackets, screws, paint, adhesive, welding or other means so that it cannot be unattached without the use of tools or chemicals.

“**Windshield**” is the front window glass panel of an **auto** and does not include the side or back windows.

RENTAL REIMBURSEMENT

RENTAL REIMBURSEMENT

If Rental Reimbursement coverage is shown for an **insured vehicle** on **your declarations page**, we will reimburse up to the daily (per day) limit shown for this coverage on **your declarations page**, for up to the number of days shown on the **declarations page**, the cost incurred by **you** for:

1. Rental of a **temporary substitute auto** from an **auto** rental agency or a **motor vehicle business** that repairs **autos**; or
2. Use of Uber, Lyft or similar ride service from a **transportation network company**.

Rental Reimbursement coverage that applies:

1. Begins:
 - a. when an **insured vehicle** cannot be driven due to a **loss** covered by Collision Coverage or Comprehensive Coverage; or
 - b. if an **insured vehicle** can be driven, when the **insured vehicle** is delivered to a **motor vehicle business** for repairs due to the **loss**; and
2. Ends the earliest of:
 - a. when the **insured vehicle** has been repaired or replaced;
 - b. returned to **you**; or
 - c. forty-eight (48) hours after **we** offer a fair cash settlement for a total **loss**.

We must be given verifiable written proof of the rental costs **you** have incurred unless **we** elect to directly pay the **motor vehicle business** that rented the **auto** to **you**. If Rental Reimbursement applies, no payment will be made for temporary transportation. Duplicate recovery for identical elements of damages is not permitted under this Policy.

EXCLUSIONS

THERE IS NO PHYSICAL DAMAGE COVERAGE OF ANY KIND, NOR ANY OTHER TYPE OF COVERAGE UNDER THIS PART IV, FOR OR RELATED TO:

1. **Loss** or damage to any **auto** (including an **insured vehicle** or **temporary substitute auto**, or any other **motor vehicle** to which Comprehensive Coverage or Collision Coverage applies):
 - a. that occurs while it is:

- (1) rented, leased or subleased by **you, your spouse, a relative** or an **additional driver** to any other **person** or party in exchange for any form of value, compensation or reimbursement;
 - (2) entrusted to another **person** or party for the purpose of subleasing, leasing, renting or selling and is no longer in **your** possession;
 - (3) under a conditional sales agreement and is no longer in **your** possession;
 - (4) used as a public or livery conveyance;
 - (5) used in any **business** that involves the transport of **persons** for compensation or a fee, or in the course of any similar for-profit activity. This exclusion applies to the pickup, carrying and drop off of **persons**. This exclusion also applies to use of a **motor vehicle** from the moment an **insured** participating in activities with a **transportation network company** logs on to the **transportation network company's** online-enabled application or platform until log-off from the online-enabled application. This exclusion applies to any ride-share network or services, charter-party carrier services, passenger-stage company, car service, livery service or similar activity for any compensation, income, profit, fee, or charge paid by or for any occupant of the **motor vehicle**. This does not apply to a share-the-expense carpool or use for a charitable or volunteer purpose.;
 - (6) used for the wholesale or retail pickup or delivery of property or goods, including, but not limited to, delivery of magazines, newspapers, food, mail, flowers or any other products; or
 - (7) used for any transport or delivery of property or goods for compensation or a fee by a driver participating in activities with a **transportation network company**, including from the time of log-on to the **transportation network company's** online-enabled application or platform until log-off from the online-enabled application.
- b. due and related only to:
 - (1) freezing;
 - (2) mechanical or electrical breakdown; or
 - (3) road damage to tires.
 - c. due and related only to:
 - (1) the lack of routine and/or proper maintenance; or
 - (2) manufacturer's defects or faulty materials or parts.
 - d. due to taking by any government or civil authority.
 - e. due to **war**.
 - f. due to any **nuclear event**.
 - g. used for **racin**g.
 - h. that is:
 - (1) caused intentionally by or at the direction of **you, your spouse, a relative, an additional driver, or the owner** of the property; or
 - (2) should be reasonably expected to result from an intentional act of **you, your spouse, a relative or an additional driver**, even if the **loss** that results is not of the same nature that was intended to be caused.

This intentional act exclusion is not limited to only the interest of the **person** who has committed or directed the intentional or willful act. This exclusion applies jointly to all interests to preclude all coverage under this Part IV.

However, this exclusion does not apply to an innocent co-insured's legal interest in property if the:

 - (1) innocent co-insured did not cooperate in or contribute to the cause of the **loss**;
 - (2) **loss** arose out of an act of abuse or domestic violence; and
 - (3) **person** who caused the **loss** is criminally prosecuted for the act causing the **loss**.
 - i. caused by, or arising out of the actual, alleged or threatened presence, growth, proliferation or spread of, **fungus or mold**, without regard to the factors causing or contributing to its growth, or for any testing or remediation of **fungus or mold**. This Exclusion does not apply if the **fungus or mold** are the direct result of a covered **loss** that is payable under Comprehensive Coverage or Collision Coverage (if purchased).
2. **Loss** or damage to any **motor vehicle** due to theft or conversion:
 - a. by **you, a relative, an additional driver** or any resident of **your** household;
 - b. prior to its delivery to **you, a relative** or an **additional driver**; or

- c. while in the care, custody, or control of anyone engaged in a **motor vehicle business** or in possession of the **motor vehicle** for consignment or sale.
- 3. **Loss** or damage that occurs to a **motor vehicle** while operated by **you, your spouse, a relative** or an **additional driver** if that **person**:
 - a. is not listed on the **declarations page** and has never possessed a valid driver license or has a driver license that is revoked; or
 - b. is operating an **auto** or **motor vehicle** with a driver or learner permit or temporary license, but who, at the time of the **accident**, does not comply with the rules and restrictions imposed by law for operating an **auto** or **motor vehicle** with that driver or learner permit or temporary license.
- 4. **Loss** or damage to any **motor vehicle** operated by a **person** who is listed as an excluded driver on the **declarations page**.
- 5. **Loss** or damage to an **insured vehicle** while it is no longer in **your** possession because it has been entrusted to another **person** or party to be leased, subleased or sold.
- 6. **Loss** or damage to any **temporary substitute auto** used by **you, your spouse, a relative** or an **additional driver** without permission to do so from its **owner**.
- 7. **Loss** or damage to any **auto** rented by **you, your spouse, a relative** or an **additional driver** unless:
 - a. it is a **temporary substitute auto**; and
 - b. the **business** renting that **auto** is entitled to recover for the **loss** under the terms of the rental agreement or under law, but subject to the Other Insurance clause.
- 8. **Loss** or damage to any:
 - a. items of personal property (including, but not limited to, wearing apparel, compact discs, tapes, citizens band radio, ham radio, devices wholly or partially designed to prevent radar detection or circumvent any other law enforcement detection measures, tools) unless covered as **permanently installed original equipment**; or
 - b. part or equipment that is not **permanently installed** in the **auto** or **motor vehicle**.
- 9. **Loss** or damage that results from the commission of a **crime** by **you, your spouse, a relative** or an **additional driver**.
- 10. **Loss** or damage that results from **hazardous materials**.
- 11. Repossession by any party acting on behalf of the **owner** of an **insured vehicle** or **newly acquired auto**.
- 12. **Diminution in value**.
- 13. **Loss** or damage to an **insured vehicle** that is not principally garaged at an address shown on the **declarations page**, including when the **insured vehicle** is in the possession or use of **your** child who is temporarily residing away from **your** household to attend school or serve in the armed forces of the United States.
- 14. **Loss** or damage that arises out of the use of an **insured vehicle** in connection with a personal vehicle sharing program or other similar program that engages in the business of facilitating the sharing of **motor vehicles**.
- 15. **Loss** or damage to any **auto** while it is being repaired, serviced or used by any **person** while that **person** is working in any **motor vehicle business**. This does not apply to loss to an **insured vehicle** to which this coverage applies, when a **motor vehicle** dealer (as defined by Pennsylvania law), who is licensed to buy or sell new or used **motor vehicles**, or an agent thereof, has custody of or is operating that **insured vehicle** for the purpose of transporting, servicing, repairing or inspecting that **insured vehicle**.
- 16. **Loss** or damage to any **auto** while used in any **business** or commercial activity. This does not apply to **your** use of an **insured vehicle** for which **you** have purchased Business Use Coverage if the use of that **auto** is within the scope of the **business** use that has been approved by **us** for Business Use Coverage.
- 17. **Loss** or damage to any **insured vehicle** operated by an **undisclosed operator** with express or implied permission from **you**.
- 18. **Loss** or damage to any **motor vehicle** other than an **insured vehicle** while operated by an **undisclosed operator**.
- 19. **Loss** that arises out of the use of an **insured vehicle** for the removal or plowing of snow.

LIMITS OF LIABILITY

The limit of **our** liability for any covered **loss** to an **auto** shall not be more than the lowest of the:

1. **Actual cash value** of the damaged or stolen property at the time of the **loss**;

2. **Cost of repair or replacement;** or
3. The Physical Damage Coverage limit shown on the **declarations page**.

Our payment will not include, and **you** are responsible for (when applicable), the amount of:

1. Any deductible that applies as shown on **your declarations page**. If the **loss** is to more than one **insured vehicle** in one collision, a separate deductible shall apply to each **insured vehicle**. If the **loss** is the result of more than one **accident** or **loss**, a separate deductible shall apply to each **accident** or **loss**.
2. Betterment to any property, including any costs for labor, parts, and materials to repair prior damage, deterioration, wear and tear and defects to the property that had not been repaired prior to the **loss**. The reduction for betterment includes, but is not limited to depreciation to:
 - a. batteries;
 - b. tires;
 - c. engines and transmissions if the engine has greater than 80,000 miles; and
 - d. any other mechanical parts, meaning parts that wear out over time or have a finite useful life or duration typically shorter than the life of the vehicle as a whole, that are not functioning or operating. "Mechanical parts" do not include external crash parts, wheels, paint, windshields or other glass.
3. The salvage value if **you** or the **owner** retains salvage.
4. Any custom equipment, meaning equipment, parts, devices, accessories, enhancements and/or changes to an **auto** or vehicle that:
 - a. are not **original equipment**; and
 - b. have been added to alter performance, function or appearance of the **auto**.

If coverage under this Part IV applies to a **temporary substitute auto** or loaned **non-owned auto**, then the Comprehensive Coverage or Collision Coverage that applies to the **insured vehicle** it temporarily replaces will apply, with the associated deductible.

We have no duty under Part IV of this Policy to cover or pay for any **diminution in value**.

We have no duty under Part IV of this Policy to cover or pay for any storage costs in excess of the storage **we** reasonably determine is the average or customary charge for such storage in the geographic area.

You must authorize **us** to move any damaged **insured vehicle** to a storage facility of **our** choice at **our** expense. If **you** do not, **we** have no duty to pay any storage costs that are incurred but would have been avoided or reduced had the property been moved to a storage facility of **our** choice.

If **you** agree to have a **windshield** repaired at **our** expense after a **loss**, no deductible will be applied, and **we** have no duty to also:

1. Pay the **actual cash value** of that **windshield**; or
2. Replace that **windshield**.

There shall be no recovery of duplicate payments from **us** for the same elements of **loss**, expense or damage already paid:

1. Under any coverage or Part of this Policy; or
2. By any other insurance or any other source of recovery.

SETTLEMENT OF LOSS - COMPREHENSIVE & COLLISION

We may make payment directly to:

1. **You**, the **owner** of the property, or the loss payee/lienholder (if any is designated); or
2. A repair facility with **your** prior consent.

If **we** make a payment for theft or total **loss**, **you** or the **owner** must transfer the title of that property to **us** at or before the time of payment (unless **you** or the **owner** are keeping the salvage).

We may:

1. At **our** expense, return any stolen property to **you**, to the address shown on **your declarations page**, or to any other **owner**. If **we** return stolen property, **we** will pay for covered damage resulting from the theft.
2. Keep all or part of the property at an agreed or appraised value, but there shall be no abandonment of property to **us**.

We have no duty to keep or preserve salvage.

NO BENEFIT TO BAILEE

This Policy, and the coverages under it, shall not directly or indirectly benefit any carrier or other bailee for hire.

APPRAISAL

If **we** cannot agree with **you** on the amount of **loss**, either party may demand an appraisal of the **loss**. If a demand for an appraisal is made, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will separately determine the **actual cash value** and the amount of **loss**. If the appraisers fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. A decision agreed to by any two will be binding.

The appraisers and umpire have authority only to decide the **actual cash value** of the **auto** and the amount of the **loss**. They have no authority to:

1. Decide any coverage or policy issues under the Policy; or
2. Award any fees, interest or costs.

Each party will:

1. Pay its chosen appraiser; and
2. Equally share in the payment of the expenses of the umpire and appraisal.

Neither **we** nor **you** waive any of rights under this Policy by agreeing to an appraisal.

LOSS PAYEE

If a "loss payee" or lienholder is designated and shown on **your declarations page**, then a covered **loss** to an **insured vehicle** or a **newly acquired auto** under this Policy will be paid according to **your** interest and that of any such loss payee or lienholder, and subject to the applicable deductible. At **our** option, **we** may make separate payments according to those interests.

If **we** pay a repair shop directly for repair of a **loss** with **your** consent, **we** have no duty to the loss payee or lienholder with respect to that **loss**.

If the loss payee or lienholder makes a claim under this Policy, the loss payee or lienholder:

1. Must abide by all terms and conditions of this Policy; and
2. Has no greater rights than **you** to receive any payment.

We have no duty to make any payment to a loss payee or lienholder unless the **loss** is payable to **you** and all Policy terms and conditions have been met. The interest of the loss payee or lienholder will not be protected if:

1. A claim is denied due to a breach of any of the terms of this Policy or the duties owed to **us**;
2. Fraud, misrepresentation, material omission, intentional damage, or conversion, secretion and/or embezzlement of an **auto** has been committed by or at the direction of **you**, **your spouse**, a **relative**, an **additional driver**, any **insured** or any other **person** residing in **your** household. However, this exclusion does not apply to an innocent co-insured's legal interest in property if the **loss** arose out of an act of abuse or domestic violence; or
3. The **loss** is not otherwise covered under the terms of this Policy.

If **we** pay the loss payee, to the extent of the payment, **we** shall be subrogated to the loss payee's rights of recovery.

We may void or terminate this Policy according to its terms. Any such voiding or termination shall also void or terminate this agreement as to any loss payee's or lienholder's interest. **We** will give notice as required by law.

OTHER INSURANCE OR COVERAGE

If there is other similar coverage or source of recovery, the following apply:

1. **Policies/Coverage issued by Us**

- a. If this Policy and any other **auto** or **motor vehicle** insurance Policy issued to **you** by **us** (or any insurers that have common ownership with **us**) provide this coverage and apply to the same **loss**, **our** limit of liability under all those policies shall not exceed the highest limit of liability that applies for such coverage under any one of those policies. The limit of liability may not be added, combined or stacked with similar coverage under any other **auto** or **motor vehicle** Policy issued by **us** (or any insurers that have common ownership with **us**).
- b. When more than one coverage under this Policy applies to the **loss**, **you** may recover under the single broadest coverage, but no recovery is allowed under more than one coverage under this Policy.

2. **Coverage available from other sources**

- a. Subject to all other terms in this Other Insurance clause and the Policy, if any other insurance or source(s) of recovery cover the **loss**, **we** will pay only **our** share of any **loss**. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits.
- b. However:
 - (1) when this Policy covers a **temporary substitute auto**, this coverage is excess to any other coverage or source of recovery, and **we** will not pay any amount under this coverage until after all other collectible insurance and source(s) of recovery have been exhausted by payment after the deductible under that other insurance has been met. **We** do not pay any portion of a deductible that applies under the other insurance on that **temporary substitute auto**.
 - (2) if and when the physical damage coverage **you** have purchased for an **insured vehicle** is required by law to apply as primary for **loss** to a **non-owned auto** loaned to **you**, a **spouse** or an **additional driver**:
 - (i) by a **motor vehicle** dealer (as defined by Pennsylvania law) licensed to buy or sell new or used **motor vehicles**, or an agent thereof, without a fee, rental or lease charge paid directly by **you**, a **spouse** or an **additional driver**; and
 - (ii) only for the period of time while the **insured vehicle** is being transported, serviced, repaired or inspected by that **motor vehicle** dealer;then **we** will provide that coverage under this Part IV, as applicable, primary to any similar insurance or self-insurance maintained by the **owner** of that loaned **motor vehicle**, or the **motor vehicle** dealer that loaned it to **you**, a **spouse** or an **additional driver**, but excess as to all other coverage.
 - (3) this Policy's coverage does not apply to a **newly acquired auto** if there is any other collectible insurance or source(s) of recovery on or applicable to that **newly acquired auto** except under a Policy issued by **us** or an insurance company that has common ownership with **us**.

PART V - TOWING AND LABOR COVERAGE

INSURING AGREEMENT

If **you** have paid the premium for Towing and Labor Coverage when due and it is shown on **your declarations page**, **we** will pay the fair cost incurred by **you** for towing and labor when an **insured vehicle** is **disabled**, subject to the following:

1. **You** are limited to six (6) occurrences per six (6) month policy period.
2. Labor on an **insured vehicle** must be performed at the place it becomes **disabled**.

3. **Our** limit is the per occurrence Towing and Labor Coverage limit shown on the **declarations page**.
4. This coverage does not apply when the **insured vehicle** becomes **disabled**:
 - a. more than one hundred (100) feet from a driveway or public road; or
 - b. at **your** residence.
5. If the labor is the delivery of fuel, oil, change of a tire, loaned battery or replacement key, **we** do not pay for the cost of any of these items.

DEFINITIONS FOR TOWING AND LABOR COVERAGE

Words and phrases shown in **bold face** type have the meaning set forth here when that word or phrase is used in this Towing and Labor Coverage, even if the word or phrase is being used in the singular, plural, possessive or active or passive tense.

As used in this Towing and Labor Coverage "**disabled**" means the **insured vehicle** becomes inoperable due to:

1. mechanical or electrical breakdown;
2. battery failure;
3. lack of fuel, oil, or water;
4. flat tire;
5. lock-out; or
6. entrapment within one hundred (100) feet of a public road or highway.

EXCLUSIONS

THERE IS NO TOWING AND LABOR COVERAGE FOR:

1. Installation of products or materials not related to the reason the **insured vehicle** is **disabled**;
2. Labor not related to the reason the **insured vehicle** is **disabled**;
3. Labor in excess of sixty (60) minutes;
4. Towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
5. Towing from a service station, garage, repair shop or other **motor vehicle business**;
6. Labor or repair work performed at a service station, garage, repair shop or other **motor vehicle business**;
7. **Motor vehicle** storage charges;
8. A second service call or tow for a single occurrence;
9. The **insured vehicle** is **disabled** on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction;
10. Mounting or removing of snow tires or chains; or
11. The **insured vehicle** is **disabled** as a result of an intentional or willful act or actions by **you**, **your spouse**, a **relative**, an **additional driver**, or the operator of the **disabled insured vehicle**. However, this exclusion does not apply to an innocent co-insured's legal interest in property if the **loss** arose out of an act of abuse or domestic violence.
12. The insured vehicle if it is disabled while being operated by **you**, **your spouse**, a **relative** or an **additional driver** if that **person**:
 - a. is not listed on the **declarations page** and has never possessed a valid driver license or has a driver license that is revoked; or
 - b. is operating an **auto** or **motor vehicle** with a driver or learner permit or temporary license, but who, at the time of the **accident**, does not comply with the rules and restrictions imposed by law for operating an **auto** or **motor vehicle** with that driver or learner permit or temporary license.

DUTIES

DUTY TO GIVE NOTICE

Any failure to give notice to **us** or to law enforcement authorities as required by this Policy, or any failure to perform a duty listed in this Policy, may result in a partial or total denial of coverage under this Policy.

ALL PERSONS AND INSUREDS TO WHOM COVERAGE MAY APPLY MUST GIVE PROMPT NOTICE TO US OF ANY:

1. **Accident** or loss:

We, or **our** authorized agent, must be given notice immediately or as soon as practicable after any **accident** or loss as to the fact it took place, and the time, place and date of its happening.

As soon as known or as soon as practicable after known, also give **us** the following details:

- a. all names and other relevant information of who was involved in the **accident** or loss. This also includes, but is not limited to, witness, injury and loss information (names, addresses and telephone numbers of any injured **persons** and witnesses);
- b. license plate information of vehicles involved or vehicle descriptions;
- c. all known driver license information of **persons** involved;
- d. any law enforcement action taken;
- e. driving conditions; and
- f. any other relevant information.

2. Claim or lawsuit:

We must be given prompt and timely notice of any:

- a. claim being brought; or
- b. lawsuit that has been or is being filed;

that may affect this Policy and the benefits and rights under it. Copies of all notices, summons and/or other legal papers and process, either sent or received, in connection with any **accident** or loss also must be given to **us**.

Notice to **our** authorized agent is notice to **us**.

GIVE PROMPT NOTICE TO LAW ENFORCEMENT WITHIN TWENTY-FOUR (24) HOURS OR AS SOON AS PRACTICABLE OF ANY ACCIDENTS OR LOSS THAT INVOLVE:

1. Vandalism or theft;
2. Hit-and-run vehicles; or
3. Unidentified at-fault drivers;

and complete an official report to a law enforcement agency with jurisdiction within twenty-four (24) hours or as soon as practicable.

DUTY TO COOPERATE

You, your spouse, relatives, additional drivers, and “insureds” under any Part of this Policy, and any other **person** or party seeking coverage from this Policy (or any such **person’s** or party’s legal representative) must cooperate in all matters with **us**, provide information to **us**, and comply with all notice requirements, duties and terms set forth in this Policy, and help **us** settle any and all claims.

As needed to settle a claim, any such **person** or party must:

1. Take reasonable steps after damage to or loss of property to:
 - a. protect all property insured from further damage or loss. **We** will pay reasonable expenses incurred to protect that property;
 - b. preserve, to the extent possible, any and all damaged property for inspection; and
 - c. prevent costs when not necessary including, but not limited to, storage fees, impound fees, and parking fees.
2. Allow **us** to inspect and/or take pictures or video of:
 - a. any **auto** or vehicle being used at the time of, or that was involved in, an **accident** or loss; and
 - b. all damage to or loss of property so it can be appraised before repair, replacement or disposal.
3. Give **us** proof of loss or claim, and under oath, if so required by **us**. Within fifteen (15) working business days after **our** receipt of a properly executed proof of loss, **we** will advise a first-party claimant that coverage related to the claim is accepted, denied or pending more time for review. **We** will not deny a claim on the grounds of a specific policy provision, condition or exclusion unless **we** refer to that reason

- in a written denial.
4. Cooperate with **us** to investigate, settle and/or defend any claim, arbitration, mediation, appraisal or lawsuit, and help **us** as needed to:
 - a. make settlements;
 - b. get or secure evidence;
 - c. give evidence;
 - d. obtain the attendance of witnesses at hearings, depositions and trial; and
 - e. conduct arbitration, mediation, appraisal or lawsuits.
 5. Give **us** as often as **we** reasonably request:
 - a. current and prior **accident**, loss, **bodily injury** and treatment information; and
 - b. written authorization to obtain any such information **we** find is relevant or may lead to relevant information.
 6. Provide medical authorizations and submit to physical and mental exams, to be done at **our** expense by licensed health care providers **we** select, as required by court order pursuant to 75 Pa C.S. §1796.
 7. Give **us**, or allow **us** to get, written and/or recorded statements as often as **we** reasonably require.
 8. Give **us**, and allow **us** to get with written authorization to be given to **us** by any **person** seeking coverage under this Policy, any and all relevant records and/or documents (or copies thereof) including, but not limited to:
 - a. medical records and reports, including current reports, notes and tests results, records of prior medical history and treatment, therapy records, and counseling records;
 - b. credit and financial records;
 - c. photographs;
 - d. telephone, including cellular, text messaging and all other telephonic communication records, including billing records;
 - e. employment, income and/or wage information;
 - f. current and prior insurance claims records; and
 - g. other records, receipts and/or invoices deemed by **us** to be relevant to investigate or settle a claim.
 9. Allow or authorize **us** to get any information on any data, video device, maintenance or event recorder device installed or used in an **auto** as **we** deem relevant to the facts of the **accident** or loss. This may include information on, but is not limited to, any on-board computer, global positioning system ("GPS") or data recorder.
 10. Make a statement under oath or take an examination under oath ("EUO"), in which case, it will be:
 - a. at a reasonable location of **our** choice;
 - b. conducted by **us**, or **our** representative, as often as **we** reasonably require;
 - c. outside the presence of any witness, **person** or party making a claim due to the same **accident** or loss, or any other **person** except for:
 - (1) that **person's** legal counsel; and
 - (2) if the **person** giving the EUO is a minor, that **person's** parent or guardian; and
 - d. video and/or audio, or court reporter, recorded as **we** so choose.

We may also require a statement under oath or an EUO from:

 - a. **you**, **your spouse**, any **relative**, any **additional driver** and any **person** who is insured under any Part of this Policy who may be able to help **us** to get relevant information, even if that **person** is not claiming benefits under this Policy; or
 - b. any health care provider rendering services for which benefits are sought under this Policy.
 11. Not admit fault, assume any obligation to other **persons** or parties, incur any expenses (other than first aid to others) nor prejudice **our** rights in any way.
 12. To the extent that uninsured motor vehicle and/or underinsured motor vehicle coverage is being sought:
 - a. report the **accident** to **us** within thirty (30) days of the **accident** or as soon as practicable;
 - b. promptly notify **us** in writing of an offer of settlement between the insured and the **owner**, operator or insurer of the uninsured or underinsured motor vehicle; and
 - c. allow **us** thirty (30) days after notice to **us** of any offer of settlement to advance payment to that insured in an amount equal to the offer, to preserve **our** rights against the insurer, **owner**, and driver of any uninsured or underinsured motor vehicle.

DUTY TO REPORT CHANGES

The following duties are a condition of this insurance:

1. **POLICY CHANGES BY YOU.** You, or your spouse if your spouse is a listed driver on this Policy, must promptly, and no later than thirty (30) days after the date of a material change affecting this insurance or the premium due, give us or our agent notice of changes that may affect the risk we have assumed or the premium we charge for this insurance. Changes that must be promptly reported include, but are not limited to:
 - a. changes to the number, type, and/or use of autos or other motor vehicles that are principally garaged at your address or at your household;
 - b. changes to the garaging address of any insured vehicle;
 - c. Your spouse, a relative or an additional driver buy or take possession of a newly acquired auto. However, you must give us notice no later than fourteen (14) days after you buy or take possession of a newly acquired auto;
 - d. a person who was not listed as a driver on this Policy becomes your spouse;
 - e. a person who was not listed as a driver on this Policy resides in your household;
 - f. a person residing in your household reaches the age of eligibility for a learners or driver license;
 - g. changes to the persons of legal driving age residing in your household;
 - h. changes to the number of relatives or other regular operators using any insured vehicle;
 - i. a change to the marital status of you, a relative, an additional driver, a resident of your household, or a driver listed on this Policy;
 - j. changes to the actual or beneficial ownership or registration of any insured vehicle;
 - k. changes to the driver license status, driving history, accident history or marital status of any person who resides in your household or who regularly operates an insured vehicle; and
 - l. any change to your mailing address, the address where you reside, and/or the principal place where you garage any auto or motor vehicle insured under this Policy.

Only you may request changes that require your signature on a state-mandated form in order to make the change in the Policy or coverage(s).

Any change that increases our liability must have our prior approval.

2. **POLICY CHANGES BY US.** This Policy, your Application (which is made a part of this Policy as if attached hereto), the declarations page, as may be amended by us, and endorsements to this Policy issued by us, contain all the agreements between you and us. Any changes to the terms of this Policy contract must be agreed upon in writing by us. This can be done by our issuance of a revised declarations page, an endorsement, or a revised Policy. If we make a change to this Policy during the Policy period that:
 - a. expands any coverage without an additional premium charge, you will have the expanded coverage effective the date your policy first renews after the date we implement that change in your state.
 - b. both expands and limits coverage and is to be implemented with a general program revision, it will be given to you and effective upon renewal.
3. **PREMIUM CHANGES.** If a change to your Policy requires a premium adjustment or other action, we will:
 - a. adjust the premium or take required action, to be effective the date of the change, in accord with our Rules; and
 - b. give you notice of the premium or other change.The premium due for this Policy is based on information we have received from you and other sources. You agree to cooperate with us in determining if this information is correct and complete. If this information is incorrect, incomplete, or changes during the policy period, we may adjust your premium during the policy period, or take other appropriate action.

CLAIMS SETTLEMENT

To adjust claims and determine amounts to be paid under this Policy, **we** may use estimating, appraisal or injury evaluation records, systems or tools. These records, systems or tools may be developed by **us** or by third parties, and may include, but are not limited to, published resources, medical fee schedules, and/or computer software, databases, and specialized technology.

GENERAL PROVISIONS

POLICY PERIOD

This Policy applies only during the Policy period shown on the **declarations page**. Coverage will begin the later of:

1. 12:01 A.M. Eastern Time (ET); or
2. Any later time of **Application** for this Policy; and

Coverage will end at 12:01 A.M. in the time zone that applies to **your** address shown on the **declarations page**.

This Policy does not apply:

1. During any lapse in coverage under this Policy, including the period between the date and time of cancellation of this Policy and the date and time of any reinstatement of this Policy; or
2. After this Policy has been cancelled or otherwise terminated.

If **you** apply for coverage on the same day the Policy is to start, no coverage shall apply on that first day of the initial Policy period before the time **you** apply for coverage and **we** accept the risk.

POLICY TERRITORY

This Policy applies to **accidents** and loss that take place only in the Policy territory. The Policy territory is:

1. The United States of America, its territories and possessions;
2. Canada and its provinces; and
3. While the **insured vehicle** is being shipped between their ports.

There is no coverage under any Part of this Policy for **bodily injury**, property damage, loss or expense that occurs within the Republic of Mexico.

TRANSFER OR ASSIGNMENT

You may not transfer or assign any of **your** interests, rights and/or duties under this Policy except as allowed by the express terms of this Policy for assignment of medical expense benefits under First Party Benefits Coverage.

This Policy cannot be transferred to another **person** or organization without **our** written consent. However, if a **named insured** shown on the **declarations page** dies during the Policy period, coverage, other than accidental death benefits coverage, will be provided for:

1. **Your spouse** if that **person** survives **you** and was residing in **your** household at the time of **your** death. Coverage applies to that **spouse** as if he or she were a **named insured** shown on the **declarations page**; and
2. Any **person** with legal custody of an **insured vehicle**, until a legal representative is qualified; and thereafter, **your** legal representative, but only with respect to and within the scope of, such representative's legal duty to maintain or use an **insured vehicle** as **your** representative.

After death of the **named insured**, this Policy may not be renewed and will terminate at the end of the Policy period.

Coverage shall not apply under this Policy to any **auto** that is not an **insured vehicle owned** by **you** or **your spouse** on the date of **your** death.

Anyone who obtains any interest in this Policy, or its benefits, is subject to all the terms and conditions of the Policy.

JOINT & INDIVIDUAL INTERESTS

When there are two or more **named insureds** shown on the **declarations page**, each acts for all to cancel or change the Policy. The action of one **named insured** is binding on all **persons** and parties under this Policy.

BUSINESS USE COVERAGE

Use of an **auto** or other vehicle in the scope or course of a **business** is not covered under this Policy unless:

1. **You** disclose that use to **us**;
2. That use is eligible for Business Use Coverage under **our** Rules; and
3. **You** pay **our** Business Use Surcharge.

If **we** determine that **you** are eligible, and **you** pay **our** Business Use Surcharge, the exclusions that apply for use of an **auto** in a **business** will not apply to that disclosed use of an **insured vehicle** for which the surcharge has been paid when the **insured vehicle** is used:

1. To convey **you** from one location to another;
2. During and in the course and scope of **your** employment in that **business**; and
3. At the direction of **your** employer.

No other commercial or **business** use of an **auto** or any other vehicle in connection with a **business** will be covered.

An **insured vehicle** is not eligible for any **business** use except when **you** pay the Business Use Surcharge for that **auto**:

1. For consumer-oriented sales, service or direct home sales.
2. To transport tools or other materials used in a trade or **business** if:
 - a. no more than three (3) job sites are visited per day; and
 - b. there is no transport of chemicals, or explosive, toxic or flammable materials.
3. For rare **business**-related errands that do not include:
 - a. the transportation of passengers, clients or customers, prospective clients or customers, patients, or children or elderly persons whose care has been entrusted to **you** or **your** employer;
 - b. the pickup or delivery of property or goods, including, but not limited to, delivery of magazines, newspapers, food, or any other products; or
 - c. snow removal.

PREMIUM PAYMENT

The premium, and any fees or charges that apply, must be paid when due for coverage to apply. This coverage and benefits under this Policy are conditioned on **our** receipt of the full and valid payment of the initial down-payment of premium.

If **your** initial premium payment is by check, draft, credit card, ACH, EFT or any remittance other than cash, coverage under this Policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is an **uncollectible instrument** or **not honored upon presentment**, this Policy will be deemed void from its inception – which is as if the Policy never existed. This means that **we** will not be liable under this Policy for any coverage, claims, loss, expenses or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

We reserve the right to restrict the form of payment **we** will accept.

If **we** are required by law to make any payment after **we** void this Policy, **you** must pay **us** for all expenses incurred and payments made.

If **your** installment payment is by check, draft, or any remittance other than cash, coverage under this Policy will not continue if the check, draft or remittance is an **uncollectible instrument** or **not honored upon presentment** to the bank or other financial institution. If the check, draft, or remittance is **not honored upon presentment**, this Policy will be cancelled at the hour and date shown on the Notice of Cancellation that would have applied to the payment that was not honored.

If **your** renewal payment is by check, draft, or any remittance other than cash, coverage under this Policy will not renew or continue if the check, money order, MoneyGram, Ace Cash Express, draft, credit card, debit card, electronic funds transfer (EFT), ACH or other remittance, and it is an **uncollectible instrument** or **not honored upon presentment** to the bank or other financial institution.

If a check, draft, or remittance is an **uncollectible instrument** or **not honored upon presentment**, a service charge will be added to **your** account.

LATE PAYMENT

To continue **your** coverage without interruption or lapse, **your** installment or renewal premium payment must be received in **our** office prior to or on the payment due date shown on any notice from **us**. Payment effective dates and times vary according to the payment method. The times set forth below are all based on Eastern Time (ET).

1. Payments made by Phone are effective the date and time the checking account information is relayed to the Customer Service Representative or **our** Automated Attendant.
2. Payments made through money wire services are effective the date and time printed on the receipt.
3. Payments made via credit card are effective the date and time the transaction is approved by the creditor.
4. Payments mailed via the United States Postal Service with a legible postmark are effective at 12:01 A.M. Eastern Time (ET), the day after the postmark date shown on the payment envelope.
5. Payments made via an overnight carrier with a legible received date and time are effective the day and time the overnight carrier receives the payment.
6. Payments mailed via the United States Postal Service with an illegible postmark or no postmark are effective at 12:01 A.M. Eastern Time (ET), the day **we** receive the payment envelope.
7. Payments delivered by an overnight carrier with an illegible received date and time or no received date and time are effective at 12:01 A.M. Eastern Time (ET), the day **we** receive the payment envelope.
8. Payments delivered via a same day carrier are effective the date and time **we** receive the payment in **our** office.
9. Internet-based check payments are effective the date and time the payment information is received by **us** and the "make check payment" button is clicked.
10. Internet-based credit card payments are effective the date and time the transaction is approved by the creditor.

We reserve the right to refuse to accept late payments on policies that have cancelled. If **we** do not accept **your** late payment, **we** may deposit **your** check and will then issue a refund of any amount due to **you** after the termination of the Policy.

POLICY NON-RENEWAL

1. NAMED INSURED'S NONRENEWAL:

If **we** offer renewal of the Policy and **we** do not receive the renewal premium payment when due, the nonpayment shall be deemed the **named insured's** rejection of **our** offer to renew the Policy, and **named insured** agrees that the Policy will expire and lapse under its own terms and automatically end at the end of the current Policy period. This will not apply if **we** agree to accept late payment after, and subject to, a lapse in coverage.

2. OUR RIGHT NOT TO RENEW THIS POLICY:

We may decide not to renew or continue this Policy at the end of the Policy period shown on the **declarations page** for any reason allowed by law. If **we** decide not to renew or continue this Policy at the end of a Policy period, **we** will give **you** notice. Notice will be given at least:

- a. fifteen (15) days before the end of the Policy period if the reason **we** decide not to renew this Policy is:
 - (1) for nonpayment of premium when due (however, this does not apply when the Policy expires and lapses under its own terms and automatically ends at the end of the current Policy period because the **named insured** rejected **our** offer to renew the Policy and **we** do not receive the renewal premium payment when due); or
 - (2) because the driver's license or motor vehicle registration of a **named insured** has been suspended or revoked during the Policy period; or

- b. sixty (60) days before the end of the Policy period for any other lawful reason **we** decide not to renew this Policy.

If **we** give **you** notice that **we** will not renew this Policy, **you** are obligated to make any outstanding premium installment payments when due for the remainder of the policy period.

POLICY CANCELLATION

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

1. YOUR RIGHT TO CANCEL THIS POLICY:

You may cancel this Policy by:

- a. giving **us**, or **our** authorized agent, advance written notice stating a future date and time on which **you** are requesting the Policy to be cancelled; or
- b. any other means **you** and **we** agree upon.

Cancellation by **you** shall be binding as to all **named insureds** and all others who could be insured under this Policy.

2. OUR RIGHT TO CANCEL THIS POLICY:

We may cancel this Policy during the Policy period, as allowed by law, as follows:

- a. if **we** decide to cancel this Policy during the Policy period, **we** will mail notice of cancellation to the first **named insured** shown on the **declarations page** at the last address shown in **our** records. This notice will be mailed at least:
 - (1) fifteen (15) days before the effective date of cancellation if the notice of cancellation, for any lawful reason, is mailed during the first fifty-nine (59) days of the first Policy period;
 - (2) fifteen (15) days before the effective date of cancellation if (for a cancel notice mailed after the first fifty-nine (59) days of the first Policy period):
 - (a) cancellation is for nonpayment of premium when due (this does not apply when the Policy is rescinded due to failure of the initial policy premium); or
 - (b) the driver's license or motor vehicle registration of the **named insured** is suspended or revoked during the Policy period; or
 - (3) sixty (60) days before the effective date of cancellation in all other cases.The earliest effective date and time shown in any notice of cancellation shall be the end of the Policy period.
- b. when this Policy has been in effect for less than sixty (60) days, **we** may cancel this Policy for any reason allowed by law.
- c. when this Policy has been in effect for sixty (60) days or more, or if this is a renewal or continuation Policy, **we** may cancel only for one or more of the following reasons:
 - (1) nonpayment of premium when due;
 - (2) **we** have determined that the insured has concealed a material fact, or has made a material allegation contrary to fact, or has made a misrepresentation of a material fact and that such concealment, allegation or misrepresentation was material to the acceptance of the risk by **us**;
 - (3) the driver license or motor vehicle registration of the **named insured** has been suspended or revoked during the Policy period; or
 - (4) any other reason allowed by law.

Nothing in this Cancellation clause shall supersede or waive any of **our** rights with respect to voiding this Policy due to material misrepresentation or omission or due to failure and nonpayment of the initial policy premium.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund, but, **our** making or offering of a refund is not a condition of cancellation. If **we** cancel this Policy, any refund of unearned premium due will be computed on a daily pro-rata basis. If this Policy is cancelled at **your** request, any refund of unearned premium due will be computed on a pro-rata basis.

AUTOMATIC TERMINATION

Coverage for an **insured vehicle** shall automatically terminate, and the Cancellation and Nonrenewal terms of this Policy do not apply when **you** reject **our** offer to renew or continue this Policy by not paying the required

renewal or continuation premium when due. In this case, **you** have allowed the Policy to expire and lapse under its own terms so that it automatically ends at the end of the current Policy period.

NON-DIVISIBILITY OF POLICY TERMINATION

Except for an Automatic Termination event, this Policy is neither divisible nor severable. This means that if this Policy is terminated by its terms or by operation of law, that termination will be effective for all coverage, all **autos, insured vehicles and motor vehicles**, and all **persons**, even if the reason for termination pertains only to one coverage, one **insured vehicle** or one **person**.

PROOF OF NOTICE

Any proof of mailing by U.S. Mail or electronic delivery shall be sufficient proof of notice, unless contrary to law. The mailing or delivery of any notice required under this Policy or by law will be considered effective notice if mailed or delivered to **your** last known address in **our** records. As allowed by law, sufficient proof of notice can be proof of:

1. Mailing, which means sufficient evidence that a notice or paper has been presented to the United States Postal Service for mailing. This includes, but is not limited to, any:
 - a. form of certificate of mailing or certificate of bulk mailing issued by the United States Postal Service; or
 - b. intelligent mail barcode or another similar tracking method used and approved by the United States Postal Service; or
2. Delivery directly to **you**, including delivery via e-mail or any type of electronic device.

TERMS OF POLICY CONFORM TO STATE LAW

If any of the terms of this Policy:

1. Do not comply with the legal requirements of the state listed on **your application** as **your** resident address, Policy terms are deemed amended to comply with those state law legal requirements.
2. Are found invalid by a court with proper jurisdiction, then that Policy term(s) is amended so that it:
 - a. does not apply to the portion of the damages or loss that is less than or equal to **minimum limits** or minimum amounts of coverage required by law; and
 - b. continues to apply to the portion of the damages or loss that is greater than **minimum limits** or minimum amounts of coverage required by law.

All other Policy terms remain unchanged and shall be given full force and effect. Any disputes as to the coverages provided or the interpretation of this Policy contract shall be governed by the law of the state listed on **your application** as **your** residence.

ELECTRONIC SIGNATURES

As allowed by law, **you** and **we** agree that electronic signatures, notices and forms:

1. May be used to transact this insurance;
2. Will satisfy any legal or other requirement for written signatures, notices or forms; and
3. Shall include, but are not limited to, any assent, acceptance, agreement, election, selection, rejection, notice or form done as a recorded telephonic signature or assent or sent via e-mail, internet, text message or fax.

When a law requires a signature on any form or document, or letter or document to be notarized, verified or acknowledged or made under oath, the electronic signatures will satisfy this requirement if the signature of the **person** authorized to perform the service of notarizing, verification, or acknowledgment is attached or logically associated with the signature or electronic signatures of record.

LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this Policy. Any lawsuit against **us** by **you, your spouse, a relative, an additional driver** or any **person** who is insured under any Part of this Policy must be commenced in a court of proper and competent jurisdiction in the county and state in which **your** address shown on **your declarations page** is located, including the United States District Court serving that county.

With respect to Liability Coverage:

1. No **person** or party has any right to bring **us** into any action to determine the liability of an **insured** under the Liability Coverage of this Policy; and
2. **We** may not be sued until:
 - a. **we** agree in writing that an **insured** under Liability Coverage has an obligation to pay for damages due to a covered **accident**; or
 - b. the amount of that obligation has been finally determined by judgment after actual trial and appeal (if any).

With respect to First Party Benefits Coverage, any action against **us** by a **person** seeking those benefits must be commenced within four (4) years of the date:

1. Of the **accident** giving rise to the claim, if benefits have not been paid.
2. Of the last payment of such benefits, if first party benefits have been paid and further benefits are being sought.
3. On which an injured minor claiming benefits attains eighteen (18) years of age.

We have no duty to:

1. Retain or preserve salvage and/or property for any purpose, including for use as evidence in any civil or criminal proceeding; or
2. File any appeal. Though, **we** reserve the right to file an appeal if any part of a judgment impacts this Policy.

SUBROGATION AND RIGHTS TO RECOVER

If **we** make a payment under this Policy to or for the benefit of anyone who is an **insured** under any coverage part, then to the extent of that payment made by **us**:

1. The right of recovery of any such **person** or party passes to **us**, and **we** will be subrogated to all the rights of recovery that such **person** or party has against another.
2. If that **insured** recovers loss or damages from a responsible or at-fault **person** or party, or their insurer, the **insured** or their representative shall hold the proceeds of that recovery in trust for **us** and reimburse **us**.
3. Which is not actually covered by this Policy but is required by law, then (to the extent allowed by law) **you** must reimburse **us** to the full extent of all damages or loss paid by **us** as well as **our** claims adjustment expenses.

When required by law, the amount to be paid back to **us** shall be reduced by reasonable attorneys' fees, costs, and a proportionate share of expenses incurred by that **person** in collecting **our** share of the recovery.

That **insured** must:

1. Cooperate with **us** by doing whatever is needed to protect **our** interests and rights to recover **our** payment if there is another responsible or at-fault **person** or party. This cooperation may include, but is not limited to, filing legal papers and taking action as requested by **us** to recover **our** payment;
2. Sign and deliver to **us** any legal papers relating to that recovery;
3. Do whatever else is necessary to help **us** exercise those rights; and
4. Not do anything after the **accident** or loss to harm **our** interests and rights.

Our rights to recover do not apply as to **our** payment under Section II – First Party Benefits.

Our rights to recover do not apply as to **our** payment under Uninsured Motor Vehicle Coverage or Underinsured Motor Vehicle Coverage if **we**:

1. Have been given prompt written notice of a proposed settlement between an **insured** and the insurer of an **uninsured motor vehicle** or **underinsured motor vehicle** (as defined in that coverage); and
2. Fail to make advance payment to that insured in an amount equal to the proposed settlement within thirty (30) days after receipt of notice of the proposed settlement.

If **we** make advance payment to the insured in an amount equal to the proposed settlement within those thirty (30) days after receipt of notice, **our** rights are retained, and the insured must cooperate with **us** and assist **us** in recovering those sums from any and all responsible or at-fault **persons** or parties.

If **we** seek recovery from an at-fault or liable **person** or party:

1. **You** agree to allow **us** to seek recovery of any deductible that may apply, though **we**:
 - a. have no duty to do so unless expressly requested by **you**; and
 - b. will give **you** notice if **we** do not intend to collect it.
2. **We** have the right to compromise or settle the deductible and property damage claims against the responsible or at-fault **person** or party for less than the full amount. For those sums, **you** agree to be bound by the:
 - a. settlement agreement entered into by **us** and that **person** or party; or
 - b. outcome of appraisal or arbitration.
3. If the total recovery is less than the total of **our** payment and the deductible, **we** will reduce reimbursement of the deductible to **you** based on the proportion that the actual recovery bears to the total of **our** payment and the deductible.
4. Any reimbursement to **you** by **us** will be reduced by a proportionate share of expenses and lawyer fees incurred due to the recovery, though only if an outside attorney is retained to collect that recovery.

TWO OR MORE POLICIES ISSUED BY US

If this Policy, or any other policies issued by **us**, or any company affiliated with **us**, insure **you** as a **named insured** or an additional insured, and apply to the same **accident** or loss:

1. The aggregate limit of liability under all such policies shall not exceed the highest applicable limit of liability under any one Policy;
2. The aggregate limit of liability may not be added, combined or stacked with similar coverage under any other Policy issued by **us**.

However, for Part III, this does not apply:

1. when the "stacking" of coverage option for UM and/or UIM coverage, as applicable, is purchased for this Policy and shown on shown on **your declarations page**; and then any such stacking of the applicable UM and/or UIM coverage under Part III will only apply per the Policy terms; or
2. if this is a Policy covering more than one **insured vehicle**; and then any adding, stacking or combining of applicable UM or UIM coverage is only the limit of applicable coverage shown on the **declarations page** of this Policy with the limit of any other applicable UM or UIM coverage on any other separately issued Policy.

EMERGENCY SERVICES EXCLUSION

We will not pay any emergency response service charges, fees or assessments from fire department, emergency services or law enforcement agency responding to an **accident**. However, this does not apply to emergency ambulance services.

MISREPRESENTATION, CONCEALMENT OR FRAUD

This Policy was issued in reliance upon the information provided on **your insurance application**. This includes, but is not limited to information about:

1. The driver license status, driving history and insurance history of **you, your spouse, relatives, additional drivers** and other **persons** residing in **your** household;
2. **Your** marital status;
3. The **motor vehicles** to be insured; and
4. The principal garaging address of **insured vehicles** and the address where **you** reside.

OUR RIGHT TO RESCIND

Any time during the first fifty-nine (59) days of the initial Policy period, **we** may rescind and void this Policy from its inception if in the initial **application you** or **your** representative:

1. Made incorrect or untrue statements or representations to **us** or **our** authorized agent as to any material fact or circumstance;
2. Concealed, omitted or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct.

A fact or circumstance is material if **we** would not have issued the Policy, would not have agreed to insure the risk or would not have insured it at the premium initially charged.

After the initial Policy period has been in effect sixty (60 days) or more, **we** may rescind coverage under this Policy that is affected by a material misrepresentation or fraud only if:

1. **You** or **your** representative intentionally made material misrepresentation(s) as to any material fact or circumstance;
2. That misrepresentation could not have reasonably been discovered by **us** in less than sixty (60) days; and
3. **We** would have refused to accept that risk had the truth of the information been known to **us**.

The entire policy may not be subject to rescission. Only those coverages relating to the actual perpetrator of the fraud or misrepresentation may be rescinded.

If **we** rescind any coverage:

1. There is NO coverage for any claims, damages or loss that would have otherwise been covered.
2. **You** are responsible to repay **us** for all:
 - a. amounts **we** are required by law to pay, and related expenses, if law requires **us** to protect any innocent third parties or requires **us** to pay any other amount; and
 - b. **our** lawyer fees, costs and expenses if **you**, or **your** assignee or representative, dispute **our** right to rescind and **we** prevail in any legal action to resolve that issue.

OUR RIGHTS TO DENY COVERAGE AND END THE POLICY

We will not provide coverage or benefits for any **person** or party who has:

1. Misrepresented, concealed, omitted or misstated a material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Aided, abetted or directed any behavior of the type listed in clause 1 or 2 above;

in connection with this Policy or any **accident**, loss or claim under it. If **we** deny coverage due any of the reasons listed above, **you** must reimburse **us** if **we** made or make a payment. **We** may also cancel, non-renew or otherwise terminate this Policy, as allowed by law, for any such acts.

PROTECTION FOR INJURED INNOCENT THIRD PARTIES

Our right to void this Policy, or deny coverage, due to material misrepresentation or fraud (as set forth above) will not prevent coverage required by Pennsylvania law that would otherwise apply for claims of an injured innocent third party.

However, if:

1. The **accident** or loss occurs during the first fifty-nine (59) days of the initial Policy period and **we** have voided this Policy from its inception, **we** will provide the coverage that would otherwise apply only if:
 - a. there is no other source of recovery for that innocent, injured third party and that party's damages would go entirely uncompensated; and
 - b. a court with competent jurisdiction makes a finding requiring the coverage at issue.
2. Part I - Liability Coverage must be afforded for **bodily injury** or **property damage** sustained by an innocent, injured third **person** claimant, **we** will provide only for the amount of damages that would be otherwise covered and is less than or equal to the **minimum limits**.

You, and any **person** who has committed misrepresentation or fraud, are responsible to repay **us** for all:

1. Amounts **we** are required by law to pay, and related expenses, if law requires **us** to protect any innocent third parties or requires **us** to pay any other amount; and
2. **Our** lawyer fees, costs and expenses if **you**, or **your** assignee or representative, dispute **our** right to rescind or deny coverage, and **we** prevail in any legal action to resolve that issue.

NAMED DRIVER EXCLUSION

If **you** have asked **us** to exclude any **person** from coverage under this Policy, or a driver is excluded in lieu of cancellation or non-renewal as required by the laws of the state where **you reside**, then **we** will not provide coverage under any Part of this Policy, and not defend any **insured** under Part I, for any claim arising from an **accident** or loss involving an **auto** or **motor vehicle** being operated by that excluded **person**.

THIS EXCLUSION INCLUDES ANY CLAIM FOR DAMAGES MADE AGAINST **YOU, YOUR SPOUSE, A RELATIVE, AN ADDITIONAL DRIVER** OR ANY OTHER **PERSON** OR ORGANIZATION THAT IS VICARIOUSLY LIABLE FOR AN **ACCIDENT** ARISING OUT OF THE OPERATION OF AN **AUTO** OR **MOTOR VEHICLE** BY THE EXCLUDED DRIVER DUE TO NEGLIGENT ENTRUSTMENT, AGENCY OR OTHERWISE.

However, as to Part II – First Party Benefits, this exclusion applies only to that **person** who is shown or listed as an excluded driver on the **declarations page** (and that **person's** personal representation).

A named driver exclusion will continue to apply to this Policy and all renewals, reinstatements and/or replacement policies unless:

1. **We** get notice from **you** ending that named driver exclusion; and
2. The extra premium for coverage of that driver is paid when due.

NAMED OPERATOR – NON-OWNED VEHICLE COVERAGE

If **you** elect Named Operator – Non-Owned Vehicle Coverage, **you** agree with **us** that the Policy is amended and this Policy only applies to **your** permissive use of an **auto** that is not **owned** by or registered to **you, your spouse, a relative, an additional driver** or any **person** who **resides** in **your** household.

Throughout the Policy, the definition of “**insured**” means **you**.

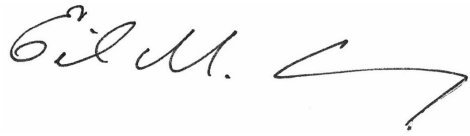
No coverage applies to the use of any vehicle rented to **you, your spouse, a relative, an additional driver** or any **person** who **resides** in **your** household.

No coverage of any type applies under Physical Damage Coverage.

EXECUTED ON BEHALF OF THE COMPANY BY:



Michael Beasley
President

A handwritten signature in black ink, appearing to read "Eileen M. Sweeney", with a stylized flourish extending to the right.

Eileen Sweeney
Secretary