

Index of Policy Provisions

Declarations

Your Personal Coverage Page is attached.

Insuring Agreement _____	3	Additional Definitions Used in This Part Only _____	17
Definitions Used Throughout This Policy _____	3	Supplementary Payments _____	18
No Coverage in Mexico _____	5	Exclusions - That Apply to Part IV - Damage To Your Vehicle _____	18

PART I - LIABILITY

Coverage A - Bodily Injury Coverage _____	5	Limits of Liability _____	19
Coverage B - Property Damage Coverage _____	5	Payment of Loss _____	21
Additional Definitions Used In This Part Only _____	5	Preservation of Salvage _____	21
General Statement of Coverage _____	5	No Benefit to Bailee _____	21
Supplementary Payments _____	5	Other Insurance _____	21
Exclusions - That Apply to Part I - Liability Coverage _____	6	Appraisal _____	21
Limits of Liability _____	7		
Conformity with Financial Responsibility Laws _____	8		
Other Insurance _____	8		

PART II - UNINSURED MOTORIST

Insuring Agreement Uninsured Motorist Coverage _____	9	1. Policy Period and Territory _____	21
Additional Definitions _____	9	2. Changes _____	21
Written Offer Of Settlement _____	10	3. Coverage Changes _____	22
Limits of Liability _____	10	4. Legal Action Against Us _____	22
Exclusions - That Apply to Part II - Uninsured Motorist Coverage _____	12	5. Transfer of Your Interest _____	23
Other Insurance - Bodily Injury _____	13	6. Our Right to Recover Payment _____	23
Other Insurance - Property Damage _____	13	7. Two or More Vehicles Insured _____	23

PART III - MEDICAL PAYMENTS COVERAGE

Additional Definitions _____	13	8. Bankruptcy _____	23
Insuring Agreement _____	14	9. Termination _____	24
Unreasonable Or Unnecessary Medical Expenses _____	14	10. Misrepresentation or Fraud _____	25
Exclusions That Apply To Part III - Medical Payments Coverage _____	14	11. Terms Conformed to Statutes _____	25
Limit of Liability _____	16	12. Coverage Deemed Granted by Out-of State Statute _____	25
Other Insurance _____	16	13. Policy and/or Filing Fees _____	26

PART IV - DAMAGE TO YOUR VEHICLE

Coverage F - Comprehensive Coverage _____	16	14. Proof of Mailing _____	26
Coverage G - Collision Coverage _____	16	15. Mailing and Notices _____	26
Coverage H - Towing and Road Service Coverage _____	17	16. Payment _____	26
		17. Who We Pay _____	26
		General Duties _____	26
		Additional Duties for Part II - Uninsured Motorist _____	27
		Your Duties After an Accident or Loss for Part III _____	28
		Additional Duties for Part IV - Damage to Your Vehicle _____	28
		Additional Benefits and Services _____	28

SPECIAL PROVISIONS _____ 29

ANY ADDITIONAL PROVISIONS AFFECTING YOUR POLICY ARE ATTACHED AS "ENDORSEMENTS."

This policy is a legal contract between you (the policyholder) and us (the Company).

IT CONTAINS CERTAIN EXCLUSIONS.

READ YOUR POLICY CAREFULLY.

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INSURING AGREEMENT

We agree with you, in return for your premium payment, to insure you subject to all the terms of this policy. We will insure you for the coverages and the limits of liability shown in the Declarations of this policy.

DEFINITIONS USED THROUGHOUT THIS POLICY

Certain words and phrases are defined by using boldface type. The defined terms have the same meaning whether in the singular, plural, or any other form. They are defined as follows:

"We," "us" and "our" mean the Company named in the Declarations which provides this insurance.

Throughout this policy "you" and "your" mean the named insured shown in the Declarations or your spouse and any **family member**.

If the spouse ceases to be a resident of the same household during the policy period, coverage for that person will continue until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The end of 90 days following a termination of the marriage by a court of competent jurisdiction;
3. The effective date of another policy listing the spouse as a named insured;
4. The end of the policy period; or
5. Cancellation of this policy.

Accident or **occurrence** means a sudden event, including continuous or repeated exposure to the same conditions, resulting in **bodily injury** or **property damage** neither expected nor intended by the **insured person**.

Additional vehicle means a **private passenger vehicle** that is insurable under our published guidelines of which you acquire possession either by purchase, or by a written lease of at least six continuous months. This definition applies only if you:

1. Acquire the vehicle during the policy period; and
2. Notify us within 30 days of its acquisition.

An **additional vehicle** will have the broadest coverage we provide for any auto shown in the Declarations.

Bodily injury means accidentally sustained bodily harm to an individual and that individual's illness, disease or death resulting therefrom, and includes a personal injury resulting in death.

Business means any full or part-time profession, occupation, trade or commercial enterprise.

Damages are the cost of compensating those who suffer **bodily injury** or **property damage** from an **accident**. **Damages** do not include exemplary or punitive **damages**.

Family member means a person who resides with you and who is related to you by blood, marriage, adoption (at the time of the **loss**), including a ward or foster child and including a minor in the custody of you or of a person related to you who resides with you. Unmarried children of the named insured, residing elsewhere while attending school or in the armed forces, and who are not emancipated pursuant to Court Order and who previously resided with you, are considered to reside with the named insured under this policy.

Non-owned vehicle means any **private passenger vehicle** or **utility trailer**, other than **your insured vehicle**, that is insurable under our published guidelines, and that is not **owned** by, furnished or available for regular use by you or a **family member**. (Regular use of a vehicle is defined as operation of a vehicle more than 60 days per year.)

Non-resident relatives means two or more persons related by blood, marriage or adoption under applicable law who reside in separate households. This includes a ward or foster child who resides in a separate household.

Occupying means in, on, getting into or out of.

Owned means, with respect to a **private passenger vehicle**, the person:

1. Holds legal title; or
2. Has legal possession under a written lease or loan agreement for a continuous period of at least six months.

Private passenger vehicle means a four wheel land vehicle of the private passenger or station wagon type licensed for use upon public highways that is insurable under our published guidelines. It includes any motor home with not more than six wheels and not used for **business** purposes.

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

Rental vehicle means any **private passenger vehicle**, **utility car**, or **utility trailer** that is insurable under our published guidelines and that is rented by you on a daily or weekly basis not to exceed 30 consecutive days, provided that this car or trailer is not **owned** by, furnished or available for regular use by you or a **family member**.

Replacement vehicle means a **private passenger vehicle** that is insurable under our published guidelines and that you acquire as a replacement of any vehicle described in the Declarations, either by purchase, or by a written lease of at least six continuous months. This definition applies only if you:

1. Acquire the vehicle during the policy period; and
2. Notify us within 30 days of its acquisition.

A **replacement vehicle** will have the same coverage as any vehicle it replaces.

Substitute vehicle means a **private passenger vehicle**, having a gross vehicle weight of 12,000 pounds (lbs.) or less, not **owned** by you, but being temporarily used by you as a substitute for any vehicle described in the Declarations. This applies only while the vehicle described in the Declarations is withdrawn from normal use because of breakdown, repair, servicing, **loss**, or destruction, and is subject to the following further conditions:

1. The **substitute vehicle** is not **owned** by or furnished or available for the regular use of you or any **family member**; (Regular use of a vehicle is defined as operation of a vehicle more than 60 days per year.)
2. The **substitute vehicle** is operated within the United States, its territories or possessions, and Canada;
3. The **substitute vehicle** is a **private passenger vehicle** and not a motor home, camper, travel trailer, or customized van; and
4. The **substitute vehicle** is **owned** by a person engaged in the **business** of renting or leasing vehicles rented or leased without a driver to persons other than the owner and is registered in the name of such owner.

Utility car means a land motor vehicle having at least four wheels actually licensed for use upon public highways, of the pick up, panel or van type that is insurable under our published guidelines. This does not mean a vehicle used in any **business** or occupation other than farming or ranching.

Utility trailer means a vehicle designed to be towed by a **private passenger vehicle** and includes a farm wagon or farm implement while towed by a **private passenger vehicle**. It does not include a trailer used as an office, store, display or passenger trailer.

Your insured vehicle means:

1. Any vehicle described in the Declarations of this policy;
2. A **replacement vehicle**;
3. A **substitute vehicle**;
4. A **rental vehicle**;
5. An **additional vehicle**;
6. Any **utility trailer**:
 - a. That you **own**; or
 - b. If not **owned** by you, while attached to **your insured vehicle**.
7. A **non-owned vehicle** if the Non-Owner Policy Endorsement is attached to this policy.

No Coverage in Mexico

This policy does not provide any coverage for any **accident, occurrence** or **loss** occurring in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write insurance in order to avoid complications and other possible penalties under the laws of Mexico.

PART I - LIABILITY

Coverage A - Bodily Injury Coverage

Coverage B - Property Damage Coverage

Additional Definitions Used In This Part Only

Insured person as used in this Part means:

1. You or any **family member**;
2. Any person using **your insured vehicle**;
3. Any other person or organization with respect only to legal liability for acts or omissions of:
 - a. Any person covered under this Part while using **your insured vehicle**;
 - b. You or any **family member** covered under this Part while using any **private passenger vehicle**, other than **your insured vehicle**, if not **owned** or hired by that person or organization.

General Statement of Coverage

We will pay **damages** for which any **insured person** is legally liable because of **bodily injury** to any person or **property damage** arising out of the ownership, maintenance or use of **your insured vehicle** or a **private passenger vehicle**.

At our expense and with an attorney of our choice we will defend an **insured person** against any covered suit. We may settle any claim or suit when and on the terms we consider appropriate. We will not defend any suit after we have paid the applicable limits of liability for the coverage at issue.

We may recover from an **insured person** any amounts we have paid to defend the **insured person** in a lawsuit if it is determined that we had no duty to defend the **insured person**.

We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

Supplementary Payments

In addition to our limit of liability, we will pay these benefits as respects an **insured person**:

1. All costs we incur in the settlement of any claim or defense of any suit.
2. Prejudgment interest which we are required to pay under Georgia law which is awarded against the **insured person** on the part of any judgment we pay. The part of the judgment we pay shall not exceed our limit of liability for this coverage.
3. Interest after entry of judgment awarded against the **insured person** on the part of any judgment we pay. Our duty to pay interest after entry of judgment ends when we have paid, offered to pay, or deposited into court, that part of the judgment we pay. The part of the judgment we pay shall not exceed our limit of liability for this coverage.
4. Bonds:
 - a. Premiums on appeal bonds on any suit we defend. Our duty to pay these premiums ends when we have paid that part of the judgment we pay, which shall not exceed our limit of liability for this coverage.
 - b. Premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy.
 - c. We are not obligated to apply for, furnish, or provide collateral or security for any of the above bonds. We have no duty to purchase a bond in an amount exceeding our limit of liability.
 - d. Up to \$300 for the cost of bail bonds required because of **accident** or traffic law violation arising out of use of **your insured vehicle**.
5. Actual loss of wages or salary up to \$200 a day, but not other income, when we ask you to attend a trial or hearing.
6. Expenses you incur for first aid to others at the time of an **accident** involving any vehicle insured under PART I - LIABILITY.
7. Other reasonable expenses incurred at our request.

Exclusions - That Apply to Part I - Liability Coverage

We do not provide Liability Coverage and we have no duty to settle or defend any claim or lawsuit for the reasons set forth in the provisions of this section. If it is determined that an exclusion set forth below is not authorized under the laws of the State of Georgia, that exclusion will be deemed to apply only to coverage in excess of the statutorily required minimum limits of liability.

1. We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a vehicle while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance or use of **your insured vehicle** while it is rented to or leased to another.
3. We do not cover **bodily injury** or **property damage**:
 - a. Caused intentionally by, or at the direction of, an **insured person**, whether or not such person intended to cause damage or injury of any nature.
 - b. Caused by, or reasonably expected to result from, a criminal act or omission of an **insured person**. This exclusion applies regardless of whether that **insured person** is actually charged with, or convicted of, a crime. For purposes of this exclusion, criminal acts or omissions do not include traffic violations.
 - c. Arising out of the ownership or operation of any vehicle while it is being used to flee a law enforcement agent or crime scene.

However, if the injured party is not entitled to recover **damages** under any policy of uninsured motorist coverage, then this exclusion shall apply only to the **damages** that are in excess of the minimum limits of liability insurance required by the Georgia Motor Vehicle Safety Responsibility Act.

4. We do not cover **bodily injury** to an employee of an **insured person** arising in the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required.
5. We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle by a person who is employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking of vehicles. This includes road testing and delivery.

This Exclusion does not apply to the ownership, maintenance or use of **your insured vehicle** by:

- a. You;
 - b. Any **family member**;
 - c. Any partner, agent or employee of you or any **family member**; or
 - d. Any other person with respect to coverage up to the minimum limits of liability required by the Georgia Motor Vehicle Safety Responsibility Act.
6. We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any vehicle or trailer while being used to carry persons or property for compensation or a fee. This exclusion does not apply to shared-expense car pools.
 7. We do not cover **bodily injury** or **property damage** where the **insured person** under this policy is allegedly:
 - a. The United States of America or any of its agencies.
 - b. Any person, including but not limited to you or a **family member**, for **bodily injury** or **property damage** arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.
 8. We do not cover **bodily injury** or **property damage** resulting from the use of any vehicle that is part of a fleet or pool of vehicles provided for the regular use by an **insured person** in the course of his or her employment. This exclusion does not apply to any vehicle described in the Declarations, an **additional vehicle**, **replacement vehicle** or **substitute vehicle**. As used in this exclusion, regular use of a vehicle that is part of a fleet or pool of vehicles provided in the course of employment is defined as the operation of any vehicle that is part of such fleet or pool of vehicles more than 60 days per year.

9. We do not cover **damage** to property **owned** or being transported by an **insured person**.
10. We do not cover **damage** to property rented to, or in the charge of, an **insured person** except for **property damage** to a residence or private garage not **owned** by that person.
11. We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motorized vehicle with less than four wheels.
12. We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle other than **your insured vehicle**, which is **owned** by or furnished or available for regular use by you or a **family member**. (Regular use of a vehicle is defined as operation of a vehicle more than 60 days per year.)
13. We do not cover **bodily injury** or **property damage** resulting from liability assumed under any contract or agreement. This exclusion does not apply to liability you assume in a written contract relating to the use of a **rental vehicle** or a **substitute vehicle**.
14. We do not cover **bodily injury** or **property damage** arising out of the ownership or operation of any vehicle while it is being used in any pre-arranged or organized racing, speed, or demolition event or contest or stunting activity or in preparation for such an event, contest, or activity.
15. We do not cover punitive or exemplary **damages** or the cost of defense related to such **damages**.
16. We do not cover charges, fees and administrative expenses for services performed by law enforcement and municipal personnel when responding to a motor vehicle **accident** or **loss**.
17. We do not cover **damages** arising out of the ownership, maintenance or use of a vehicle without a reasonable belief that that **insured person** is entitled to do so. This Exclusion does not apply to a **family member** using **your insured vehicle** which is **owned** by you.
18. We do not cover **bodily injury** or **property damage** for which an **insured person**:
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

 - a. American Nuclear Insurers;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
19. We do not cover **bodily injury** to you or any **family member**, including whenever the ultimate benefits of that indemnification accrue directly or indirectly to you or a **family member**. This exclusion shall only apply to the extent that the limits of liability for this coverage exceed the limits of liability required by the Georgia Motor Vehicle Safety Responsibility Act.

Limits of Liability

The limits of liability shown in the Declarations apply subject to the following:

1. The **bodily injury** liability limit for each person is the maximum for **bodily injury** sustained by one person in any **occurrence**.
2. Any claim for **loss** of consortium, injury to the relationship, or bystander emotional distress arising from this injury shall be included in this limit. However, if the financial responsibility law of the place of the **accident** treats the **loss** of consortium as a separate claim, the applicable financial responsibility limits will be furnished as appropriate.
3. Subject to the **bodily injury** liability limit for each person, the **bodily injury** liability limit for each **occurrence** is the maximum combined amount for **bodily injury** sustained by two or more persons in any **occurrence**.
4. The **property damage** liability limit for each **occurrence** is the maximum for all **damages** to all property in any one **occurrence**.

5. We will pay no more than the maximum limits for any vehicle insured by this policy regardless of the number of:
- a. Claims made;
 - b. **Insured vehicles**;
 - c. **Insured persons**;
 - d. Lawsuits brought;
 - e. Vehicles involved in the **accident**; or
 - f. Premiums paid.

THIS MEANS THAT STACKING OR AGGREGATION OF LIABILITY COVERAGE - BODILY INJURY AND PROPERTY DAMAGE - WILL NOT BE PERMITTED BY THIS POLICY.

6. Under this policy, an auto and attached trailer are considered one vehicle. Therefore, the limits of liability shall not be increased for an **accident** because an auto has an attached trailer.
7. If the Declarations show that a "combined single limit" or "CSL" applies, the amount shown is the most we will pay for the total of all **damages** resulting in any one **accident**. This is the most we will pay regardless of the number of:
- a. Claims made;
 - b. **Insured vehicles**;
 - c. **Insured persons**;
 - d. Lawsuits brought;
 - e. Vehicles involved in the **accident**; or
 - f. Premiums paid.
8. No one is entitled under this policy to duplicate compensation for the same element of **damages**. Any amount payable to a person under Part I-Liability for **bodily injury** shall be reduced by all sums paid to that same person, or for his or her benefit, under Part II - Uninsured Motorist Coverage and/or Part III - Medical Payments Coverage.

Conformity with Financial Responsibility Laws

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

Other Insurance

Any insurance we provide under Part I shall be excess over any other collectible insurance, self-insurance and any other source of recovery, except for the insurance we provide for the ownership, maintenance and use of **your insured vehicle**. If other insurance, self-insurance or other source of recovery with the same priority applies, we will pay only our share of the **loss**. Our share is the proportion that our limit of liability bears to the total of all applicable limits and other sources of recovery.

If there is other applicable similar insurance available under more than one policy or provision of coverage:

1. The following priorities of recovery apply:

First: The policy affording Uninsured Motorist Coverage to the **insured person** as a named insured or **family member**.

Second: The Uninsured Motorist Coverage applicable to the vehicle the **insured person** was **occupying** at the time of the **accident**.

2. We will pay only our share of the **damages**. Our share of the **damages** is the proportion that our limit of coverage under this Part I bears to the total of all applicable limits on the same level of priority. However, any insurance we provide with respect to an auto you do not own shall be excess over any other valid and collectible insurance.

PART II - UNINSURED MOTORIST

Insuring Agreement Uninsured Motorist Coverage

1. Subject to the **Uninsured Motorist Coverage Added on to At-Fault Liability Limits** limit of liability or the **Uninsured Motorist Coverage Reduced by At-Fault Liability Limits** limit of liability stated in your Declarations, if you pay us the premium when due for **uninsured motorist bodily injury** coverage, we will pay for **damages** an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by an **insured person**, caused by an **accident**, and arising out of the ownership, maintenance or use of an **uninsured motor vehicle**. We will pay under this coverage only after the limits of **bodily injury** liability under all liability policies applicable to an **uninsured motor vehicle** have been exhausted by payment of judgments or settlements.
2. Subject to the **Uninsured Motorist Coverage Added on to At-Fault Liability Limits** limit of liability or the **Uninsured Motorist Coverage Reduced by At-Fault Liability Limits** limit of liability stated in your Declarations, if you pay us the premium when due for **uninsured motorist property damage** coverage, we will pay for **damages** an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **property damage** to **your insured vehicle** caused by an **accident** and arising out of the ownership, maintenance or use of an **uninsured motor vehicle**. We will pay under this coverage only after the limits of **property damage** liability coverage under all liability policies applicable to an **uninsured motor vehicle** have been exhausted by payment of judgments or settlements.

ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

1. **Insured Person** as used in this Part means:
 - a. You or any **family member**;
 - b. Any person while operating an **insured vehicle** with the permission of the **named insured**;
 - c. Any person **occupying**, but not operating, an **insured vehicle**; and provided the actual use thereof is with the permission of the **named insured**;
 - d. Any person who is entitled to recover **damages** covered by this Part II because of **bodily injury** sustained by a person described in a, b, or c above.
2. **Uninsured motor vehicle** means a land motor vehicle or trailer of any type:
 - a. To which no liability bond or policy applies at the time of the **accident**;
 - b. To which a liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
 - (1) denies coverage; or
 - (2) refuses to admit coverage except conditionally or with reservation;
 - (3) is or becomes insolvent or otherwise unable to pay automobile liability insurance claims.
 - c. Which is a hit and run vehicle whose owner or operator cannot be identified and which causes an **accident** resulting in **bodily injury** or **property damage**, provided that the **insured person**, or someone on his or her behalf, reports the **accident** to the police or civil authority within 24 hours or as soon as practicable after the **accident** and to us within 30 days after the **accident**.
 - d. If the **Uninsured Motorist Coverage Added on to At-Fault Liability Limits** are applicable, to which a liability bond or policy applies at the time of the **accident** but the limit of liability either (i) is not enough to pay the full amount the **insured person** is legally entitled to recover as **damages** or (ii) has been reduced by payment to others to an amount which is not enough to pay the full amount the **insured person** is legally entitled to recover as **damages**; or
 - e. If the **Uninsured Motorist Coverage Added on to At-Fault Liability Limits** are applicable, to which a liability bond or policy applies at the time of the **accident** but the limit of liability either (i) less than the limits of liability applicable to the **insured person** for Uninsured Motorist Coverage under this policy and any other policy or (ii) reduced by payments to others to an amount which is less than the sum of the limits of liability applicable to the **insured person** for Uninsured Motorist Coverage under this policy or any other policy.

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

- a. **Owned** by you or a **family member** or furnished or available for the regular use of you or a **family member**.
 - b. That is an **insured vehicle**.
 - c. **Owned** or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law.
 - d. **Owned** by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any such government.
 - e. Operated on rails or crawler treads.
 - f. That is a farm-type tractor or equipment designed principally for use off public roads, except while actually upon public roads.
 - g. While located for use as a residence or premises; or
 - h. That is not required to be registered as a motor vehicle.
3. **Property damage** means physical damage to, destruction of, or **loss** of use of:
- a. **Your insured vehicle**; or
 - b. Personal property **owned** by an **insured person** and contained in **your insured vehicle** at the time of the **accident**.
4. **Uninsured Motorist Coverage Added on to At-Fault Liability Limits** means the coverage option in which the entire limit of Uninsured Motorist Coverage is available in excess of any amounts payable under available **bodily injury** or **property damage** liability insurance coverage.
5. **Uninsured Motorist Coverage Reduced by At-Fault Liability Limits** means the coverage option in which certain offsets or deductions from the limit of Uninsured Motorist Coverage is allowed for available and payable **bodily injury** or **property damage** liability insurance coverage.

WRITTEN OFFER OF SETTLEMENT

1. In order for coverage under this Part II to apply, an **insured person** must send to us by certified mail a copy of any settlement offer if:
 - a. The **insured person** receives a written settlement offer to settle a claim for **bodily injury**; and
 - b. The amount of such offer would exhaust the limits of the liability insurance for that policy or, in combination with any other settlements or offers of settlement arising out of the same **accident**, would exhaust the limits of liability under all applicable liability bonds, policies, or securities.
2. After our receipt of the copy of the settlement offer, we will send to the **insured person**:
 - a. Our written consent to the **insured person's** acceptance of the settlement offer; or
 - b. Our written refusal to consent to the **insured person's** acceptance of the settlement offer, in which case the **insured person** may accept the settlement offer and execute releases without prejudicing any claim the **insured person** may have against us.
3. In order to preserve our right to subrogation, we may, within 30 days after our refusal to consent to a settlement offer, pay the sum offered in settlement to the **insured person**. If we do this, the **insured person** must assign to us all rights to any amount subsequently paid from all applicable liability bonds, policies and securities up to the amount of our payment.
4. If an **insured person** who has received a settlement offer fails to comply with the foregoing provisions, that **insured person** will not be entitled to any coverage under this Part II.
5. Any judgment or settlement for **damages** against an owner or operator of an **uninsured motor vehicle** that arises out of a lawsuit brought without our written consent is not binding on us unless we:
 - a. Received reasonable notice of the suit pending which resulted in the judgment; and
 - b. Had a reasonable opportunity to protect our interests in the suit.

LIMITS OF LIABILITY

1. If your declarations page shows a split limit for uninsured motorist coverage:
 - a. The amount shown for each person is the most we will pay for all **damages** due to **bodily injury** to one person, less the applicable deductible;

- b. Subject to the each person limit, the amount shown for each **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
 - c. The amount shown for Uninsured Motorist Property Damage is the most we will pay for the aggregate of all **property damage** caused by any one **accident**, less the applicable deductible.
 - d. The limits of liability shown on the declarations page for Uninsured Motorist Coverage are the most we will pay regardless of the number of:
 - (1) Claims made;
 - (2) **Insured vehicles**;
 - (3) **Insured persons**;
 - (4) Lawsuits brought;
 - (5) Vehicles involved in the **accident**; or
 - (6) Premiums paid.
 - e. The each person limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another or from witnessing the **bodily injury** to another, **loss** of society, **loss** of companionship, **loss** of services, **loss** of consortium, and wrongful death.
 - f. In no event shall the limit of liability for two or more motor vehicles or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available as uninsured motorist coverage or underinsured motorist coverage benefits.
2. If the declarations page shows that "combined single limit" or "CSL" applies for uninsured motorist coverage, the amount shown is the most we will pay for the total of all **bodily injury** and/or **property damage** to an **insured person** resulting from any one **accident** arising out of the ownership, maintenance or use of an **uninsured motor vehicle**, less the applicable deductible. This is the most we will pay regardless of number of:
- a. Claims made;
 - b. **Insured vehicles**;
 - c. **Insured persons**;
 - d. Lawsuits brought;
 - e. Vehicles involved in the **accident**; or
 - f. Premiums paid.

Without changing this total limit of liability, we will comply with any law that requires us to provide any separate limits.

3. Our limit of liability for **property damage** to an **insured vehicle** under this Part II shall be the lowest of:
- a. The actual cash value of the **insured vehicle** at the time of the **accident**, reduced by the applicable deductible; reduced by the salvage value if you or the owner of the property retain the salvage;
 - b. The amount necessary to replace the **insured vehicle**, reduced by the applicable deductible;
 - c. The amount necessary to repair the **insured vehicle** to its pre-loss condition, reduced by the applicable deductible; or
 - d. Any limit of liability shown on the declarations page for **property damage** under this Part II, if "split" limits are selected. If "CSL" limits are selected, the uninsured motorist property damage limits shall not exceed the liability limits for **property damage** selected on this policy.
4. Payments for **property damage** to an **insured vehicle** under this Part II are subject further to the following provisions:
- a. Any amount payable under this Part II for **property damage** shall be subject to the deductible shown on the declarations page;
 - b. No more than one deductible shall be applied to any one **accident**; and
 - c. An adjustment for depreciation and physical condition will be made in determining the Limit of Liability at the time of the **accident**.

5. We will not pay under this Part II any expenses paid or payable under any medical or disability benefits coverage applicable to the **uninsured motor vehicle** and collectible from the insurer of such vehicle.
6. No one will be entitled to duplicate payments for the same elements of **damages**.
7. If multiple auto policies issued by us are in effect for you, we will pay no more than the highest limit of liability for this coverage available under any one policy.
8. Subject to the other Limits of Liability in this Part II, the limits shown in the Declarations for this coverage shall be available as additional insurance coverage in excess of any available **bodily injury** liability insurance and **property damage** liability coverages.

EXCLUSIONS - THAT APPLY TO PART II - UNINSURED MOTORIST COVERAGE

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

Coverage under this Part II will not apply:

1. To **bodily injury** sustained by any person while using or **occupying** an **uninsured motor vehicle owned** by you or a **family member**, or when struck by such vehicle while not **occupying** a motor vehicle.
2. To **bodily injury** sustained by any person while using or **occupying** a motorized vehicle or device of any type that is designed to be operated on the public roads and that is **owned** by you or a **family member**, other than **your insured vehicle**.
3. To the portion of any **damages** that is in excess of the minimum limits of coverage required by Georgia Motor Vehicle Safety Responsibility Act for **bodily injury** sustained by any person while using or **occupying** an **insured vehicle** while being used to carry persons or property for compensation or a fee, including, but not limited to, delivery of magazines, newspapers, food, or any other products. This exclusion does not apply to shared-expense car pools.
4. To the portion of any **damages** that is in excess of the minimum limits of coverage required by Georgia Motor Vehicle Safety Responsibility Act for **bodily injury** sustained by any person while using or **occupying** any vehicle, other than **your insured vehicle**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle. This exclusion does not apply to a **family member** using **your insured vehicle** that is **owned** by you.
5. Directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
6. To any claim for punitive, exemplary, multiple **damages**, fines, penalties, or restitution.
7. To **bodily injury** to you, a **family member**, or any other person who has other applicable motor vehicle insurance.
8. To any excluded driver, when such person is **occupying**, using or is struck as a pedestrian by, **your insured vehicle** while it is being operated or used by any person who is named as an excluded driver under this policy.
9. To **your insured vehicle** for which insurance is afforded under a nuclear energy liability insurance contract or would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability.
10. To **property damage** arising out of the ownership or operation of any vehicle while it is being used in any pre-arranged or organized racing, speed, or demolition event or contest or stunting activity or in preparation for such an event, contest, or activity.
11. To any judgment or claim for **bodily injury** or **property damage** if the **insured person** or their legal representative settles or prosecutes such judgment a claim without our consent.

OTHER INSURANCE

OTHER INSURANCE - BODILY INJURY

If there is other applicable uninsured motorist coverage for **your insured vehicle**, we will pay only our share of the **damages**. Our share is the proportion that our limit of liability bears to the total of all available coverage limits. The total amount that an **insured person** may recover under all applicable policies uninsured motorist coverage shall not exceed the highest limit for uninsured motorist coverage provided under any one applicable policy.

Any uninsured motorist insurance we provide for **bodily injury** sustained while **occupying** or operating a vehicle that is not **your insured vehicle** will be excess over any other uninsured motorist coverage, and will apply only in the amount by which our limit of liability exceeds the total of all other applicable uninsured motorist coverage. However, any uninsured motorist insurance we provide for a vehicle that is not **your insured vehicle** will be primary for an auto that is rented temporarily or loaned by an auto repair facility or dealer to you or a **family member** and replaces **your insured vehicle**, which is not in use because of a **loss** covered under this policy, breakdown, repair, service or damage.

OTHER INSURANCE - PROPERTY DAMAGE

If there is other applicable uninsured motorist **property damage** coverage, we will pay only our share of the **damages**. Our share is the proportion that our limit of liability bears to the total of all available coverage limits. However, we will provide primary insurance for a vehicle you do not **own** if that auto is rented temporarily or loaned by an auto repair facility or dealer to you or a **family member** and replaces **your insured vehicle**, which is not in use because of a **loss** covered under this policy, breakdown, repair, service or damage.

PART III - MEDICAL PAYMENTS COVERAGE

ADDITIONAL DEFINITIONS

When used in this Part III:

1. **Insured person** means:
 - a. **You**, any **family member** or any driver listed in the Declarations:
 - (1) While **occupying** any auto; or
 - (2) When struck as a pedestrian by an auto;
 - b. Any other person while **occupying your insured vehicle** while the vehicle is being used by a person who has reason to believe that the use is with permission of the owner.
2. **Necessary medical services** are limited to necessary medical, surgical, dental, x-ray, ambulance, hospital, professional nursing and funeral services, and include the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses, and hearing aids.

Necessary medical services do not include:

 - a. Treatment, services, products or procedures that are:
 - (1) Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
 - (2) Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of **bodily injury**; or
 - b. The use of:
 - (1) Thermography or other related procedures of a similar nature; or
 - (2) Acupuncture or other related procedures of a similar nature.

c. Purchase, rental cost, or use of:

- (1) Hot tubs, spas, water beds,
- (2) Exercise equipment,
- (3) Heating or vibrating devices,
- (4) Furniture or equipment not primarily designed to serve a medical purpose,
- (5) Memberships in health clubs,
- (6) Medical reports unless requested by us.

3. **Reasonable expenses** means expenses which are usual and customary for **necessary medical services** in the county in which those services are provided.

INSURING AGREEMENT

If you pay us the premium when due for this coverage, we will pay the **reasonable expenses** incurred for **necessary medical services** and funeral services because of **bodily injury** caused by an **accident** and sustained by an **insured person**. We will pay only those expenses incurred within 3 years from the date of the **accident**.

We may use independent sources of information selected by us to determine if any medical expense is reasonable and necessary. These services may include, but are not limited to:

1. Physical exams by physicians we select; We will pay for these exams.
2. Review of medical files;
3. Computer databases; or
4. Published sources of medical expense information.

We will reimburse you for **reasonable expenses** for **necessary medical services** already paid by you.

UNREASONABLE OR UNNECESSARY MEDICAL EXPENSES

If an **insured person** incurs medical expenses that we deem to be unreasonable or obtains medical services that we deem to be unnecessary, we may refuse to pay for those expenses or services and contest them.

If the medical service provider sues the **insured person** because we refuse to pay for medical services that we deem to be unnecessary or medical expenses that we deem to be unreasonable, we will pay any resulting defense costs, and any resulting judgment against the **insured person**, subject to the limit of liability for this coverage. We will choose the counsel. We will also pay **reasonable expenses**, including loss of earnings up to \$200 per day, incurred at our request, for you to attend any court hearing.

The **insured person** may not sue us for medical services or medical expenses we deem to be unnecessary or unreasonable unless the **insured person** pays the entire disputed amount to the medical service provider, or unless the medical service provider has initiated collection activity against the **insured person** for the unreasonable or unnecessary expenses.

EXCLUSIONS THAT APPLY TO PART III - MEDICAL PAYMENTS COVERAGE

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

1. Sustained while **occupying your insured vehicle** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools.
2. Arising out of the ownership, maintenance or use of **your insured vehicle** while it is rented to or leased to another.
3. Sustained while **occupying** any vehicle while located for use as a residence or premises.
4. Sustained while **occupying** or when struck by any vehicle (other than **your insured vehicle**) which is **owned** by or furnished or available for your regular use. (Regular use of a vehicle is defined as operation of a vehicle more than 60 days per year.)

5. Sustained while **occupying** any vehicle (other than **your insured vehicle**) while the vehicle is being used in the **business** or occupation of an **insured person**.
6. Due to heart attacks, strokes, and other medical conditions or illnesses not causally related to an **accident**.
7. Occurring during the course and scope of employment if workers' compensation or disability benefits are required or available for the **bodily injury**.
8. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, or radioactive contamination, chemical contamination, or biological contamination or any consequence of any of these.
9. Caused during active participation in any pre-arranged, organized or agreed-upon racing, speed, demolition, stunting or performance driving contest, demonstration, instruction or activity, or in practice or preparation for any such activity.
10. Caused by or resulting from mold, fungi or bacteria.
11. Caused intentionally by, or at the direction of, an **insured person**, whether or not such person intended to cause **damage** or **bodily injury** of any nature.
12. Sustained by any person while **occupying** an **insured vehicle** without the express or implied permission of you or a **family member**. This Exclusion does not apply to a **family member** using **your insured vehicle** which is **owned** by you.
13. Sustained by you or a **family member** while **occupying** a **non-owned vehicle** without the express or implied permission of the owner.
14. From, or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
15. For which an **insured person**:
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

 - a. American Nuclear Insurers;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
16. For **bodily injury** arising out of the ownership, maintenance or use of any vehicle by a person who is employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking vehicles. This includes road testing and delivery.
17. For **bodily injury** arising out of the maintenance or use of any vehicle while an **insured person** is employed or otherwise engaged in any **business** not described in exclusion 15. This exclusion does not apply to the maintenance or use of a:
 - a. **Private passenger vehicle**;
 - b. Pickup or van that:
 - (1) You **own**; or
 - (2) You do not **own** while used as a temporary substitute for **your insured vehicle** which is out of its normal use because of its breakdown, **loss**, repair destruction or servicing; or
 - c. Trailer used with a vehicle described in a. or b. above.

18. For which the United States Government is liable under the Federal Tort Claims Act.
19. Arising out of the ownership, maintenance or use of any vehicle that is not licensed for use on public roads.

Limit of Liability

The limit of liability for the coverage provided by this Part to any one **insured person** is the limit shown for this coverage in the Declarations.

Regardless of the number of vehicles insured, **insured person(s)**, claims or applicable policies, or vehicles involved in an **accident**, we will pay no more for medical expenses under this Part, including funeral expenses, than the limit of liability shown for this coverage in the Declarations for any **insured person(s)** injured in any one **accident**.

In no event shall the limit of liability for funeral expenses exceed \$2,000 each person.

No one will be entitled to receive duplicate payments for the same elements of **damage** under this Part, Part I-Liability, and Part II-Uninsured Motorist Coverage of this policy.

THIS MEANS THAT STACKING OR AGGREGATION OF MEDICAL EXPENSE COVERAGE WILL NOT BE PERMITTED BY THIS POLICY.

Other Insurance

If there is other applicable insurance, we will pay only our share of the **loss**. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a **non-owned vehicle** shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

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

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

PART IV - DAMAGE TO YOUR VEHICLE

Coverage F - Comprehensive Coverage

We will pay for **loss** to **your insured vehicle**, the **equipment** and **additional equipment** of **your insured vehicle**, and a **utility trailer** while attached to **your insured vehicle**, caused by any accidental means except **collision**, less any applicable deductibles.

Any deductible amount will apply separately to each **loss**.

Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is not deemed **loss** caused by **collision**.

If a **loss** to auto safety glass is repaired rather than replaced, the deductible applying to this coverage is waived. If the auto safety glass is replaced, the deductible applying to this coverage will remain in force.

If breakage of glass results from a **collision**, you may elect to have it treated as **loss** caused by **collision**.

If **loss** to more than one covered motor vehicle or **non-owned vehicle** results from the same covered **loss**, only the highest applicable deductible will apply.

Coverage G - Collision Coverage

If you pay us the premium when due for this coverage, we will pay for **loss** to **your insured vehicle** and its **equipment** caused by **collision** less any applicable deductibles. Any deductible shall apply separately to each **loss**.

Subject to any deductible applicable to a **collision loss**, we will replace, or reimburse the reasonable cost to replace, any child safety seat or restraints damaged in an **accident** to which this **Collision** Coverage applies.

Coverage H - Towing and Road Service Coverage

If you pay us the premium when due for this coverage, we will pay for reasonable and necessary towing and labor costs incurred to the nearest repair facility because of disablement of **your insured vehicle**. The labor must be performed at the place of disablement.

Additional Definitions Used in This Part Only

As used in Part - IV - DAMAGE TO YOUR VEHICLE:

Additional equipment means any furnishings or **equipment**, which is permanently attached to **your insured vehicle** and common to its use, which is not the vehicle's factory available furnishings or **equipment**. This includes, but is not limited to:

1. Any video, electronic sound reproducing or transmitting **equipment**, and its component parts, media and data, including but not limited to DVD, Game System or MP3 player;
2. Any painted, chrome or finished surface, whether refinished in whole or in part, of any automobile insured under this Part where the claim exceeds the cost of duplicating the vehicle's factory applied surface finish;
3. Tires, wheels, rims, spinners, grilles, louvers, side pipes, hood scoops or spoilers or any exterior surface, body or exhaust **equipment**, or modification thereto, which exceeds the cost of repairing or replacing the vehicle's factory available **equipment**;
4. Any engine, transmission or suspension parts, or modification thereto, which exceeds the cost of repairing or replacing the vehicle's factory available **equipment**;
5. GPS navigational systems;
6. Special carpeting, insulation, wall paneling, furniture or bars;
7. Facilities for cooking or sleeping including enclosures or bathroom facilities;
8. Height-extending roofs; or
9. Custom murals, paintings or other decals or graphics.

Additional equipment coverage does not apply to:

1. **Additional equipment** designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting **equipment**. This applies to such **equipment** as a tape player, tape recorder, citizens band radio and two-way radio telephone, television or scanning monitor receiver. It also applies to any electronic device incorporating any of this **equipment**, as well as accessories, component parts and antennae;
2. Tapes, discs, records, reels, cassettes, cartridges, media, data, carrying cases or other devices for the use with **equipment** designed to reproduce, record, receive, play or transmit audio, visual or data signals;
3. A camper body or trailer;
4. Awnings, cabanas, or **equipment** designed to create additional living facilities;
5. Wear and tear **losses** to **additional equipment** including, but not limited to:
 - a. scorching;
 - b. marring;
 - c. scratching; or
 - d. breakage; except breakage to glass permanently attached to the van, pick-up or panel truck or breakage of internal **additional equipment**, whether attached or not; or newly acquired **additional equipment** unless you report such items to us within 30 days after you have taken delivery and we agree to provide coverage.

Collision means **collision** of **your insured vehicle** with another object or upset of **your insured vehicle**.

Equipment means **equipment** permanently attached to **your insured vehicle** and common to its use.

Replacement cost means the cost to purchase **your insured vehicle**: When available in a local market, a vehicle of the same year, make, model, body type and **equipment** as **your insured vehicle**; or

1. When not available in the local market, an equivalent vehicle to **your insured vehicle**. An equivalent vehicle means a vehicle that matches as closely as possible the same year, make, model, body type and **equipment** as **your insured vehicle**.
2. We reserve the right to determine what is equivalent.

Supplementary Payments

We will pay up to, but not more than, \$200 for **loss** of clothing or luggage in **your insured vehicle** and belonging to you or a **family member** if the **loss** is caused by:

1. **Collision** of **your insured vehicle** while covered by this policy.
2. Fire, lightning, flood, earthquake, explosion, falling aircraft, or the entire theft of **your insured vehicle**; and **loss** occurs to **your insured vehicle** from the same cause while covered for comprehensive by this policy.

Exclusions - That Apply to Part IV - Damage To Your Vehicle

The coverages of Part IV- DAMAGE TO YOUR VEHICLE does not apply to **loss**:

1. To **your insured vehicle** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, chemical contamination, or biological contamination or any consequence of any of these.
3. Caused by theft to **equipment** designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting **equipment**. This applies to such **equipment** as a tape player, tape recorder, citizens band radio and two-way mobile radio, telephone, television or scanning monitor receiver. It also applies to any electronic device incorporating any of this **equipment**, as well as accessories and antennas. This exclusion does not apply to that **equipment** which is permanently installed in the opening of **your insured vehicle** normally used by the motor vehicle manufacturer.
4. Consisting of theft to tapes, records, reels, cassettes, cartridges, discs, carrying cases or other devices for use with **equipment** designed for the reproduction of sound.
5. To a camper body, canopy or **utility trailer owned** by you or a **family member** and not described in the Declarations. But, coverage does apply to a camper body, canopy or **utility trailer ownership** of which you acquire during the policy period if you ask us to insure it within 30 days after you acquire it.
6. To awnings, cabanas, or **equipment** designed to provide additional living facilities.
7. Permanently attached or detachable camper body, slide-on camper, tonneau covers, camper shell.
8. To a van, pickup, or panel truck due to increased cost of repair or replacement of the following furnishings or **equipment**:
 - a. Special carpeting, insulation, wall paneling, furniture or bars.
 - b. Dining, kitchen and sleeping facilities including enclosures or bathroom facilities.
 - c. Height-extending roofs.
 - d. Murals, special paint and/or methods of painting, decals or graphics.
9. Due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the **loss** results from burning of wiring. Also coverage does apply if the **loss** results from the total theft of **your insured vehicle**.
10. Due to lack of routine maintenance including but not limited to lack of lubricant, coolant, or **loss** resulting from seepage of water.
11. To any **non-owned vehicle** being maintained or used by any person while employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing or
 - e. Parking vehicles. This includes road testing and delivery.

This Exclusion does not apply to the ownership, maintenance or use of **your insured vehicle** by:

- a. You;
 - b. Any **family member**;
 - c. Any partner, agent of employee of you or any **family member**; or
 - d. Any other person with respect to coverage up to the minimum limits of liability required by the Georgia Motor Vehicle Safety Responsibility Act.
12. During active participation in any organized or agreed-upon racing, speed, demolition, stunting or performance driving contest, demonstration, instruction or activity, or in practice or preparation for any such activity.
 13. To any **additional equipment** in excess of the amount shown on the Declarations page after the application of the applicable deductible related to Part IV- DAMAGE TO YOUR VEHICLE.
 14. Caused by or consisting of mold, fungi or bacteria.
 15. Due to theft of **your insured vehicle** by a relative or **family member**. This Exclusion does not apply to a **family member** using **your insured vehicle** which is **owned** by you.
 16. To theft or unlawful conversion by any person after custody of **your insured vehicle** has been entrusted to another party for the purpose of selling or leasing **your insured vehicle**.
 17. To tires, unless caused by fire, malicious mischief, vandalism, theft, or unless the damage occurs at the same time and from the same cause as other covered damage.
 18. To radar detectors.
 19. Caused:
 - a. Intentionally by, or at the direction of, an **insured person**.
 - b. By an intentional act of an **insured person** whether or not such person intended to cause damage of any nature.However, this exclusion does not apply to a **loss** to the **insured vehicle** to the extent of the legal interest of you or a **family member** who:
 - a. Sustains the **loss** as the result of family violence by:
 - (1) You;
 - (2) A **family member**;
 - (3) A former spouse or person who entered into a civil union with the named insured; or
 - (4) Any person who resides in or has resided in your household;
 - b. Did not direct, participate in, or consent to the intentional act causing the **loss**; and
 - c. Filed a family violence complaint against the person who caused the violence resulting in the **loss**.
 20. Due to confiscation by a governmental agency.
 21. To any vehicle being towed by **your insured vehicle**, which is not shown in the Declarations and for which premium has not been paid. This exclusion does not apply to a trailer.
 22. Arising out of the ownership, maintenance or use of **your insured vehicle** or **non-owned vehicle** while it is rented to or leased to another.
 23. To any **non-owned vehicle** with less than four wheels.
 24. To a trailer or travel-trailer used as a home, office, store, display, or passenger trailers. This exclusion will not apply if the trailer is described on the Policy Declarations.

Limits of Liability

1. Our limits of liability for loss shall not exceed:
 - a. The actual cash value of the stolen or damaged property at the time of the loss, reduced by the applicable deductible;
 - b. The amount necessary to replace the stolen or damaged property, reduced by the applicable deductible; or
 - c. The amount necessary to repair the damaged property to its pre-loss condition reduced by the applicable deductible.

Actual cash value is determined by the market value, age, and condition of the vehicle at the time of the **loss**.

2. The cost to repair or replace will be based on the lowest of:
 - a. The cost as determined by our claims representative;
 - b. The cost determined by our authorized direct repair facility; or
 - c. The cost determined by an auto repair facility of your choice;

All subject to any applicable deductible and all other adjustments set forth in the Limit of Liability of this Part.

3. \$500 for a **utility trailer** not **owned** by you, or a **family member**.

4. Unless indicated otherwise on the Declarations Page a total of \$1,000 for repair or replacement of **additional equipment** for any one **loss** event. Multiple items of **additional equipment** lost or damaged in the same event are considered to be one **loss**.

5. If you purchased coverage for **additional equipment** that is identified on a Customization Report, our limit of liability for **loss** to that covered **additional equipment** shall be the lesser of:
 - a. The amount of coverage shown on the Customization Report;
 - b. The actual cash value of that stolen or damaged **additional equipment**; or
 - c. The amount necessary to repair or replace that stolen or damaged **additional equipment**.

This amount does not include any reduction in the value of that **additional equipment** after it has been repaired, as compared to the value before it was damaged.

6. Property or parts of like kind and quality includes, but is not limited to, parts made for or by the vehicle manufacturer. It also includes parts from other sources such as rebuilt parts, quality recycled (used) parts and parts supplied by non-original **equipment** manufacturers.

7. To determine the amount necessary to repair or replace the damaged property in this Part, the total cost of necessary repair or replacement may 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, or 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 damaged** in the **loss**.

8. We will pay storage costs for **your insured vehicle** and any and all of its **equipment**, and **additional equipment** after a covered **loss** only to a maximum of \$300.

9. If repair or replacement results in betterment of the property or any part, meaning that the value of the repaired or replaced property or part has been increased above its pre-loss market value as a result of the repair or replacement, you may be responsible, subject to applicable laws and regulations, for the amount of the betterment.

10. Deductions for betterment or depreciation will be taken only for parts or a specific repair process normally subject to repair or replacement during the useful life of **your insured vehicle**. Deductions will be limited to an amount equal to the proportion that the expired life of the part or specific repair process to be repaired or replaced bears to the normal useful life of that part or repair process.

11. Our payment will be reduced by the value of the salvage when you or the **owner** of the vehicle retains the salvage.

12. No one will be entitled to duplicate payments for the same elements of **loss**.

13. Any amount payable for **loss** to **your insured vehicle** under this Part shall be reduced by any amount paid under Part II - Uninsured Motorist because of **property damage** to **your insured vehicle**.

14. Payments for **loss** covered under this Part are subject to no more than one deductible for any one covered **loss** event. If two or more deductibles apply to any one covered **loss** event, only the lowest deductible will apply.

15. A **private passenger vehicle** and attached **utility trailer** for which coverage is provided under this Part are considered one insured vehicle, and for any covered **loss** to such insured vehicle you must pay one applicable deductible.

Payment of Loss

We will pay the **loss** in money or repair or replace damaged or stolen property. We may, at any time before the **loss** is paid or the property is replaced, return, at our expense, any stolen property either to you or to the address shown in the Declarations, with payment for the resulting **damage**. We may keep all or part of the property at the agreed or appraised value.

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

We may settle any **loss** with you or the owner or lienholder, shown in the Declarations, of the property.

Preservation of Salvage

If we retain the salvage after a **loss**, we have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

No Benefit to Bailee

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

Other Insurance

If there is other applicable similar insurance on any other policy that applies to a **loss** covered by this Part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This coverage does not apply to any **substitute vehicle** or **non-owned vehicle** if there is similar coverage on it. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

If any applicable insurance other than this auto policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies®, the total amount payable among all such policies shall not exceed the limit of liability of the single policy providing the highest limit of liability.

Appraisal

If we and you do not agree on the amount of **loss**, then we and you may agree to an appraisal of the **loss**. If we and you agree to an appraisal, each party will select a competent appraiser and notify the other party in writing of the appraisers identity within 30 days of the request for appraisal. The two appraisers will select an umpire. The appraisers will state separately the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A written decision agreed to by any two will be binding.

Each party will:

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

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

PART V - CONDITIONS

1. Policy Period and Territory

This policy applies only to **accidents**, **occurrences**, and **losses** during the policy period shown in the Declarations which occur within the United States, its territories or possession, Puerto Rico and Canada, or while the vehicle is being shipped between their ports.

2. Changes

This policy with the Declarations includes all agreements between you and us relating to this insurance. No other change or waiver may be made in this policy except by endorsement, new Declarations or a new policy issued by us.

The premium for each term of this policy is determined by information in our possession at the inception of that term. Any changes in this information which would affect the rating of your policy will allow us to make an additional charge or refund on a pro rata basis. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

Changes that may result in a premium change include, but are not limited to, you or a **family member** obtaining a driver's license or operator's permit, or changes in:

- a. Your address;
- b. Your garaging address;
- c. Resident drivers and additional frequent drivers;
- d. The number, type, or use classifications of **your insured vehicle**; and
- e. Coverages, deductibles, or limits of liability.

Your Duty to Report Changed Circumstances

Your policy was issued in reliance on the information you provided, including information concerning any vehicle and persons insured by the policy. You agree to cooperate with us in determining if the information you provided and upon which we relied to issue this policy is correct and complete, and you agree to notify us if it changes during the policy period. You agree by acceptance of this policy that all information shown on the Declarations page of your policy or on the Application is accurate. You agree that if any information changes, is incorrect or incomplete, you must notify us and we may adjust your coverage and premium accordingly during the policy period. Any calculation by us of your premium or changes in your coverage will be made using the rules, rates and forms used in your state.

For example (and not by way of limitation), we have indicated to you certain persons that were identified by us through the underwriting process as members of your household or were regular users of **your insured vehicles**, and you have either agreed that those persons were members of your household or were regular operators of **your insured vehicle(s)**, or have disputed those facts. To properly insure any vehicle, you must promptly notify us when:

- a. You change your address or change the place of principal garaging of any insured vehicle;
- b. Any resident operators are added or deleted;
- c. Any persons become new regular users of **your insured vehicle(s)**;
- d. You acquire an **additional** or **replacement vehicle**;
- e. You or a **family member** obtain a driver's license or operator's permit;
- f. There are changes in the use of insured vehicles;
- g. You want changes in your coverage, deductibles, or limits of liability;
- h. There are changes in your discount eligibility.

Under this policy, a regular user of a vehicle is one that drives that vehicle more than 60 days per year.

3. Coverage Changes

When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in your state. We may make other changes or replace this policy, to conform to coverage currently in use at the next policy period. The change or new policy will be delivered to you, or mailed to you at your mailing address shown in the Declarations at least 30 days before the effective date of the new policy period.

4. Legal Action Against Us

No legal action may be brought against us until there has been full compliance with all the terms and conditions of this policy. In addition, under Part I - Liability Coverage of this policy, no legal action may be brought against us until:

- a. We agree in writing that the **insured person** has an obligation to pay; or
- b. The amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring us into any action brought to determine the liability of an **insured person**.

Any action brought against us pursuant to coverage under Part II - Uninsured Motorist Coverage must be brought in the county in which the person seeking benefits resides, or in the United States District Court serving that county.

Under Part III -Medical Payments Coverage - and Part IV - Damage to Your Vehicle, no legal action may be brought against us on or upon this policy, or arising out of any activities of the Company in any way related to this policy, or claims you have presented, unless filed within two years of the **accident** or **loss**.

5. Transfer Of Your Interest

Interest in this policy may not be assigned without our written consent. But, if the **insured person(s)** in the Declarations dies, the policy will cover, until the end of the policy period:

- a. Any **family member**;
- b. The estate of the **insured person**;
- c. The legal representative of the deceased **insured person** while acting within the scope of duties of a legal representative; or
- d. Any person having proper custody of **your insured vehicle** until a legal representative is appointed.

6. Our Right to Recover Payment

If we make a payment under this policy, and the person to or for whom payment was made has a right to recover **damages** from another, we shall be subrogated to that right. We shall be entitled to the payment, reimbursement, and subrogation as provided in this section, regardless of whether the total amount of the recovery of the person (or his or her estate, parent or legal guardian) on account of the injury, illness or **property damage** is less than the actual **loss** suffered by the person (or his or her estate, parent or legal guardian). That person shall do:

- a. Whatever is necessary to enable us to exercise our rights; and
- b. Nothing after **loss** to prejudice our rights.

However, our rights in this provision do not apply under Part IV - Damage to Your Vehicle, against any person using **your insured vehicle** with a reasonable belief that that person is entitled to do so.

An **insured person** who has received benefits under Part III - Medical Payments Coverage must give us notice if the **insured person** is presenting a claim against any legally responsible party. This notice must be given at least ten days prior to any settlement or commencement of trial.

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

- a. Hold in trust for us the proceeds of the recovery; and
- b. Reimburse us to the extent of our payment after that person has been fully compensated for **damages**.

Except as provided in O.C.G.A. Section 33-24-41.1, if an **insured person** under this policy makes recovery from a responsible party without our written consent, the **insured person's** right to payment under any affected coverage will no longer exist.

If we exercise our right to recovery against another, we will also attempt to recover any deductible incurred by an **insured person** under this policy. We reserve the right to compromise or settle the deductible and **property damage** claims against the responsible parties for less than the full amount. We reserve the right to reduce reimbursement of the deductible by the proportion that the amount we recover bears to the total amount of our subrogated claim. We will also reduce reimbursement of the deductible by the proportionate share of the collection expenses including attorney fees incurred with our recovery efforts. We will not recover the deductible if you instruct us not to.

7. Two or More Vehicles Insured

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

8. Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

9. Termination

Cancellation

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

You may cancel this policy by calling us or giving us advance notice of the future date cancellation is to take effect. If your initial premium is paid by check, draft, credit card, electronic funds transfer, or similar form of remittance and the remittance is not honored or is returned due to non-sufficient funds, the policy shall be deemed void from inception.

We may cancel this policy at any time for nonpayment of premium by providing at least 10 days notice to you at the address shown in our records.

During the first 59 days of the initial policy term, we may cancel this policy for any reason by providing at least 10 days notice to you at the address shown in our records. In all other cases, other than nonpayment of premium, at least 30 days notice of cancellation will be provided.

After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. The policy was obtained through fraud or material misrepresentation;
 - (1) Any **insured person** violated any of the terms or conditions of the policy;
 - (2) The named insured failed to disclose fully his record for the preceding 36 months of motor vehicle **accidents** and moving traffic violations;
 - (3) The named insured failed to disclose in the application or in response to an inquiry by the broker, agent or us information necessary for the acceptance or proper rating of the risk;
 - (4) Any **insured person** made a false or fraudulent claim, or knowingly aided or abetted another in the presentation of such a claim;
 - (5) The named insured or any **family member** or any other operator who customarily operates **your insured vehicle**.
- c. Has, within the 36 months prior to the notice of cancellation, had a driver's license under suspension or revocation;
- d. Is, or becomes subject to epilepsy or heart attacks and the individual does not produce a certificate from a physician testifying to his unqualified ability to operate a motor vehicle;
- e. Has an **accident** record; a conviction record, criminal or traffic; or a physical, mental or other condition which is such that his operation of an automobile might endanger the public safety;
- f. Has, within a three-year period prior to the notice of cancellation been addicted to the use of narcotics or other drugs;
- g. Has been convicted or forfeited bail during the 36 months immediately preceding the notice of cancellation for:
 - (1) Any felony;
 - (2) Criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle;
 - (3) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - (4) Been intoxicated while in or about an automobile or while having custody of an automobile;
 - (5) Leaving the scene of an **accident** without stopping to report;
 - (6) Theft or unlawful taking of a motor vehicle; or
 - (7) Making false statements in an application for a driver's license; or

Has been convicted of or forfeited bail for three or more violations, within the 36 months immediately preceding the notice of cancellation, of any law, ordinance, or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses:

1. A matter or issue related to the risk that constitutes a threat to public safety;
2. A change in the condition of the risk that results in an increase in the hazard insured against; or
3. Any other reason permitted by law.

The effective date and time of cancellation stated in the notice shall become the end of the policy period. Any cancellation will be effective for all coverages for all persons and all vehicles.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to you at the address shown in our records. Notice will be mailed at least 30 days before the end of the policy period.

Automatic Termination

If we offer to renew or continue this policy and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period.

Failure to pay the required renewal or continuation premium when due will mean that you have not accepted our offer.

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

If an **insured vehicle** is sold or transferred to someone other than you or a **family member**, any insurance provided by this policy will terminate as to that **insured vehicle** on the effective date of the sale or transfer.

Other Termination Provisions

If this policy is canceled, you may be entitled to a premium refund. Any refund due will be computed on a daily pro rata basis. Our making or offering to make a refund is not a condition of cancellation.

10. Misrepresentation or Fraud

This policy was issued in reliance on the information provided on your insurance application, including, but not limited to information regarding license and driving history of you, **family members**, all persons of driving age residing in your household, the description of the vehicles to be insured, the location of the principal place of garaging, and your place of residence.

We may deny coverage under this policy if you or any insured have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct, at the time application was made. We may deny coverage under this policy or deny coverage for an **accident** or **loss** if you or any insured have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

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

If we deny coverage this shall not affect coverage for a claim under Part I - Liability Coverage of this policy up to the minimum limits of liability insurance required by the Georgia Motor Vehicle Safety Responsibility Act, if:

- a. The **accident** occurs before we notify the **named insured** that coverage is denied; and
- b. The injured person has not engaged in fraudulent conduct or knowingly engaged in any concealment or misrepresentation of any fact or circumstance with regard to the issuance of this policy, the facts of **loss**, **damages** or medical treatment.

To the extent that we make payments to you under this policy and our subsequent investigation reveals your involvement in fraud or misrepresentation in the presentation of a claim, you must indemnify us for all payments made.

11. Terms Conformed to Statutes

This policy shall be deemed amended to conform to the statutes of the state listed in your application if any provision fails to conform to such statutes. Any dispute as to coverages or the provisions of this policy shall be determined and governed by the law of the state listed in your application as your residence.

Policy terms which conflict with laws of Georgia are hereby amended to conform to such laws.

12. Coverage Deemed Granted by Out-Of-State Statute

If an **accident** to which this policy applies occurs in any state or province other than the one in which **your insured vehicle** is principally garaged, and if a statute of that state or province that is applicable to us deems out-of-state automobile or motor vehicle policies issued by us to provide particular forms or limits of coverage not provided for in this policy when **your insured vehicle** is involved in an **accident** in that state, then for purposes of that **accident** only, we will interpret your policy as providing the minimum coverage deemed to be provided, at the minimum amounts permitted by law, and subject to the exclusions set forth in any coverage part of this policy, to the fullest extent permissible by law.

All such coverage shall be excess over any other collectible insurance, to the fullest extent permissible by law. Further, our obligation to pay such coverage shall be reduced by other available insurance, to the fullest extent permissible by law.

Nothing contained herein constitutes a choice of law provision or consents to the application of the law of any particular state or province. No one will be entitled to duplicate payments for the same elements of **loss**.

13. Policy and/or Filing Fees

A Policy Fee and Filing Fee, if any, as set forth under the Declarations of this policy, applies.

14. Proof of Mailing

We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

15. Mailing and Notices

We will address policy notices to you at your last mailing address known to us. We may mail or, unless prohibited by law, deliver such notices to you. If a mortgagee is named in this policy, any notices we give to the mortgagee may be mailed or delivered. However, when mailed, we or vendors we retain may forward or address such notices to an updated address per any change of address presented to or filed with the United States Postal Service. In addition, we may update our policy records to reflect this updated address and/or address future policy notices to this address. Except where prohibited by law, a policy notice under this Policy Notices condition will be deemed "mailed" or "delivered" if it is delivered by electronic transmittal or facsimile.

16. Payment

At the policy's inception, if you make a premium payment using a nonnegotiable instrument, the policy is considered null and void and is not subject to the Cancellation provisions of the policy. If you make a premium payment for a renewal of your policy using a nonnegotiable instrument, our offer of policy renewal is deemed rejected by you and the policy terminated without renewal.

Examples of nonnegotiable instruments include but are not limited to:

- a. Checks dishonored due to insufficient funds;
- b. Checks drawn from closed accounts; and
- c. Invalid credit cards.

17. Who We Pay

We pay you unless another party is named in the policy or is legally entitled to receive payment.

General Duties

In addition to the terms and conditions of this policy, a person claiming any coverage under any part of this policy must:

1. Upon our request at any time before or during the policy term, make any **private passenger vehicle**, pickup, van, or trailer which you insure or intend to insure available for inspection by us to the extent permitted by law.
2. Refrain from voluntarily making any payment, assuming any obligation, or incurring any expenses except for bail bonds and first aid expenses for others.
3. Report all theft **losses** promptly to the police.
4. Promptly inform us of any **accident** or **loss** and of all details, including the date and time it occurred, the location where it occurred, the facts and circumstances of the **accident**, the identity of persons involved, the license plate information of vehicles involved, and injury and witness information.
5. Protect the **insured vehicle** from further **loss**. We will pay reasonable expenses to guard against further **loss**. If you don't protect the **insured vehicle**, further **loss** is not covered.
6. Cooperate with us and assist us in the investigation, settlement and defense of any claim or lawsuit. If we ask, that **insured person** must also help us obtain payment from anyone who may be jointly responsible for the **accident** or **loss**.
7. Allow us to inspect and appraise the damaged property before it is repaired or disposed of.
8. Allow us, with your consent, to move your damaged **insured vehicle**, at our expense, to a storage facility of our choice. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved your damaged vehicle.

9. Submit to statements and or examinations under oath as often as we reasonably require, separately and apart from others, and to sign the transcript.
10. Submit, as often as we reasonably require, to a request for production of documents at the time of the examination under oath and any other time, and allow the copying of any documents we or our designated representative requests. This includes, but is not limited to, all documents concerning your income (payroll records, profit and loss statements, etc.), finances, credit, and any other documents we indicate are reasonable and necessary to investigate and process your claim. Such documents must be provided to us or our designated representative in a timely manner, and if requested, prior to an examination under oath.
11. Authorize us to obtain:
 - a. Medical reports;
 - b. Any documents we indicate are necessary to investigate and process your claim; and
 - c. Event data recorders and/or sensing and diagnostic modules or any other recording device for the purpose of retrieving data following an **accident** or **loss**.
12. Provide any written sworn proofs of **loss** we require, including all details we may need to determine the amounts payable.
13. Promptly send us any legal papers received relating to any claim or suit.
14. Comply fully with all the terms and conditions of this policy before commencing a suit against us.

Additional Duties for Part II - Uninsured Motorist

In addition to the terms and conditions of this policy and in addition to compliance with the General Duties identified above, a person seeking coverage under Part II of this policy must also comply with the following provisions:

1. If, at any time before we pay for **damages** under this Part of the policy, an **insured person** institutes a suit against anyone believed responsible for the **accident**, we must be given a copy of the summons and complaint or other process. If a suit is brought without our written consent, we aren't bound by any resulting judgment.
2. An **insured person** must take all necessary steps to protect our right of subrogation, which may include the filing of a suit against an uninsured motorist. Any suit filed by an **insured person** must be filed within the applicable statute of limitations. If we make a payment and the **insured person** recovers from another party, the **insured person** shall hold the proceeds in trust for us and pay us back the amount we have paid.
3. Our subrogation rights do not apply in this provision with respect to **damages** caused by an **accident** with an **uninsured motor vehicle** if we:
 - a. Have been given prompt notice of a tentative settlement between an **insured person** and the insurer of an **uninsured motor vehicle**, and
 - b. Fail to advance payment to the **insured person** in an amount equal to the tentative settlement within 30 days after receipt of notification. If we advance payment to the **insured person** in an amount equal to the tentative settlement within 30 days after receipt of notification:
 - (1) That payment will be separate from any amount the **insured person** is entitled to recover under the provisions of Part II; and
 - (2) We also have a right to recover this advance payment from the uninsured motorist.
4. A person seeking Uninsured Motorist Coverage under this policy must also:
 - a. Notify us in writing of an offer of settlement between the **insured person** and the insurer of the **uninsured motor vehicle**; and
 - b. Allow us 30 days after notice of an offer of settlement to advance payment to that **insured person** in an amount equal to the offer in order to preserve all rights against the insurer, owner, and operator of such **uninsured motor vehicle**.
 - c. Submit to physical examinations at our expense by doctors we select as often as we may reasonably require.

- d. Authorize us to obtain:
 - (1) Medical reports;
 - (2) Any documents we indicate are necessary to investigate and process your claim; and
 - (3) Event data recorders and/or sensing and diagnostic modules or any other recording device for the purpose of retrieving data following an **accident** or **loss**.
 - e. Submit, as often as we reasonably require, to a request for production of documents at the time of the examination under oath and any other time, and allow the copying of any documents we or our designated representative requests. This includes, but is not limited to, all documents concerning your income (payroll records, profit and loss statements, etc.), finances, credit, and any other documents we indicate are reasonable and necessary to investigate and process your claim. Such documents must be provided to us or our designated representative in a timely manner, and if requested, prior to an examination under oath.
5. Reports the **accident** to the police or civil authority within 24 hours or as soon as practicable after the **accident** and report the **accident** to us within 30 days.

Your Duties After an Accident or Loss for Part III - Medical Payments Coverage

In addition to the terms and conditions of this policy and in addition to compliance with the General Duties identified above, a person seeking coverage under Part III of this policy must also comply with the following provisions:

1. Authorize us to obtain:
 - a. Medical reports;
 - b. Any documents we indicate are necessary to investigate and process your claim; and
 - c. Event data recorders and/or sensing and diagnostic modules or any other recording device for the purpose of retrieving data following an **accident** or **loss**.
2. Submit, as often as we reasonably require:
 - a. To a request for production of documents at the time of the examination under oath and any other time, and allow the copying of any documents we or our designated representative requests. This includes, but is not limited to, all documents concerning your income (payroll records, profit and loss statements, etc.), finances, credit, and any other documents we indicate are reasonable and necessary to investigate and process your claim. Such documents must be provided to us or our designated representative in a timely manner, and if requested, prior to an examination under oath.
3. As required by Georgia law, submit to physical examinations at our expense by doctors we select as often as we may reasonably require.

Additional Duties for Part IV - Damage to Your Vehicle

In addition to the terms and conditions of this policy and in addition to compliance with the General Duties identified above, a person seeking coverage under Part IV of this policy must also comply with the following provisions:

1. Take reasonable steps after **loss** to protect **your insured vehicle**, or any **non-owned vehicle**, and its **equipment** from further **loss**. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if **your insured vehicle** or any **non-owned vehicle** is stolen.
3. Permit us to inspect and appraise the damaged property before it is repaired or disposed of.

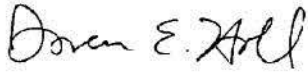
Additional Benefits and Services

We may work with independent merchants for enhanced value for replacement of your property. We may also work with independent merchants for other services, discounts or benefits. We may introduce you to these merchants and if you are interested in any of the services, discounts, or benefits that they may offer, you will have to deal directly with them. You do not have to use their services. You do not have to accept any discounts or benefits that they may offer to you. We do not make any representation regarding the suitability of any such services, discounts or benefits for your specific needs. We are not obligated to expand or continue to make available any such services, discounts or benefits.

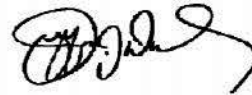
SPECIAL PROVISIONS

The Company named on the Declarations has caused this policy to be signed by the officers shown below.

MID-CENTURY INSURANCE COMPANY



Secretary



Vice President

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