

01-0954-00
 SMITH AND DE ROSE INSURANCE AGENCY INC
 216 W GRAND RIVER AVENUE
 WILLIAMSTON MI 48895



LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160
 517.323.1200

10-21-2021

HOME-OWNERS INSURANCE COMPANY

MICHAEL A BISHOP
 CELESTE A BISHOP
 8607 CARLSBAD LN
 LANSING MI 48917-5807

You can view your policy, pay your bill, or change your paperless options at any time online at www.auto-owners.com.

ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online

www.auto-owners.com

Pay My Bill

Pay by Phone
 1-800-288-8740

Pay by Mail

AUTO-OWNERS INSURANCE
 PO BOX 740312
 CINCINNATI, OH 45274-0312

Your agency's phone number is (517) 655-2812.

RE: Policy 50-367-739-02

Billing Account 014467762

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

ESSENTIAL INSURANCE NOTICE TO POLICYHOLDER

Dear Policyholder:

Michigan Statute (MCL 500.2112) requires us to notify you that the following information is available and will be provided to you upon your request:

A description of the specific rating classifications by which the rates and premiums for your policy have been determined.

A general explanation of the extent to which rates or premiums vary among policyholders on the basis of the rating classifications used by us.

Sources and reasonable procedure by which you can obtain from us additional information sufficient for you to calculate and confirm the accuracy of your specific premium.

Relevant information regarding your rights under MCLA 500.2113 and 500.2114 to appeal the application of our rating plan in determining your premium, to obtain documentation from us regarding the determination of the rate, to appeal the application of our underwriting rules to you, to request an informal conference with us, and to file with the commissioner a complaint as an aggrieved person.

A description of all of our underwriting rules based upon insurance eligibility points and a description of all of the underwriting rules of our affiliates based on insurance eligibility points.

Please take this opportunity to review your insurance needs with your Auto-Owners Insurance agent and to determine if you are eligible for insurance from any of Auto-Owners Insurance's affiliate companies or under a different rating plan that would provide you with a more favorable premium.

To request any of the above information please contact Auto-Owners Insurance Company at (800) 346-0346, extension 52362, or click "Contact Us" on www.auto-owners.com.

Thank you.

PURCHASE PRICE GUARANTEE COVERAGE OFFER

Good News! We are now offering Purchase Price Guarantee Coverage.

This new coverage option is available to add to a newly purchased vehicle rated on your policy that was originally titled to you. Coverage will provide the purchase price of the insured vehicle, less any applicable deductible, and will be applicable until the first renewal after the vehicle purchase date is 2 years in the past. Currently, your policy will pay the purchase price if the total loss or damage occurs within 90 days.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

Please contact your independent Auto-Owners Insurance agent if you would like to purchase this option. Thank you for choosing Auto-Owners Insurance, the SAFE.SOUND.SECURE.® choice for all your insurance needs!

AT-FAULT ACCIDENT FORGIVENESS OFFER

Good News! We are now offering an At-Fault Accident Forgiveness benefit for purchase.

Upon purchase of the At-Fault Accident Forgiveness benefit, the Accident Surcharge will not apply on account of the first at-fault accident. A maximum of one at-fault accident will be forgiven during any 36-month experience period. The forgiven accident will continue to be waived for the duration of the chargeable period, as long as the At-Fault Accident Forgiveness benefit is retained on the policy. The benefit will be retained on the policy unless removal is requested by the named insured.

To be eligible to purchase the benefit, you and any regular operators of your vehicles must have no paid at-fault claims or major violations during the most recent 36 months. After an accident is forgiven, the policy may again become eligible for forgiveness after any 36-month period during which no paid at-fault claims have occurred. If a paid at-fault claim occurs before the 36-month waiting period has elapsed, the waiting period will be restarted.

Please contact your independent Auto-Owners Insurance agent if you would like to purchase this option. Thank you for choosing Auto-Owners Insurance, the SAFE. SOUND. SECURE.® choice for all your insurance needs.

NOTICE OF CHANGE IN POLICY TERMS ROAD TROUBLE SERVICE COVERAGE FOR AUTOMOBILES

Dear Policyholder:

We are pleased to announce a change to our Road Trouble Service Coverage. Previously, we offered different coverage limits; however, coverage will now be provided for all reasonable costs when a service representative at 1-888-869-2642 is contacted or the RTS feature on the Auto-Owners Mobile app is used for any one disablement. This coverage includes towing your vehicle to the nearest qualified service facility or a service facility of your choice within 15 miles of the place of disablement. **However, if you do not contact a service representative at 1-888-869-2642 or use the RTS feature on the Auto-Owners Mobile app at the time of the disablement, the Road Trouble Service Coverage limit will be \$75.**

Previously, this coverage was provided up to the limit you selected regardless of whether a service representative was contacted. This change may constitute a reduction in coverage if you previously had an RTS limit higher than \$75 and you do not contact the number provided or use the RTS feature on the Auto-Owners Mobile app.

Your Road Trouble Service card will be included at every renewal and includes the phone number and mobile app information you would need in the event of disablement.

This notice is for informational purposes only; your policy contains the specific terms and conditions of coverage. Please refer to the form Road Trouble Service for details. If you have any questions regarding your policy or this notice, please contact your Auto-Owners agent.

Thank you.

LOAN AND LEASE GAP COVERAGE OFFER

Good News! We are now offering the option to purchase Loan and Lease Gap Coverage, regardless of how a vehicle was previously titled.

This new coverage option is available to add to a vehicle rated on your policy which has a lienholder or a lessor listed. This coverage affords coverage limits in excess of the actual cash value of the automobile in order to cover the outstanding loan or lease agreement. The coverage would apply at the time of a covered theft or total loss when you are liable for an amount greater than the actual cash value of the auto because of the loan or lease agreement.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

Please contact your independent Auto-Owners Insurance agent if you would like to purchase this option. Thank you for choosing Auto-Owners Insurance for all your insurance needs!

Home-Owners

Page 1

99982 (1-14)

Issued 10-21-2021

Policyholder since 2015

AUTOMOBILE POLICY DECLARATIONS PREMIER

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY SMITH AND DE ROSE INSURANCE AGENCY INC
01-0954-00 MKT TERR 102 (517) 655-2812

INSURED MICHAEL A BISHOP
CELESTE A BISHOP

ADDRESS 8607 CARLSBAD LN
LANSING MI 48917-5807

Renewal Effective 11-27-2021
POLICY NUMBER 50-367-739-02
Company Use 06-06-MI-1505

Company Bill
POLICY TERM
12:01 a.m. to 12:01 a.m.
11-27-2021 to 05-27-2022

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

| | TERM |
|---|-------------------|
| TOTAL POLICY PREMIUM | \$1,908.95 |
| PAID IN FULL DISCOUNT | -248.97 |
| TOTAL POLICY PREMIUM IF PAID IN FULL | \$1,659.98 |

DESCRIPTION OF ITEM INSURED

Personal Injury Protection Coverages and Limit Selections

| COVERAGES | LIMITS | PREMIUM |
|------------------------------|--------------------------|-----------------|
| Allowable Expenses (Medical) | Unlimited person Excess | \$216.43 |
| Work Loss | \$ 6,065* person Primary | 23.14 |
| Replacement Services | \$ 20/day person | 4.42 |
| Survivor's Benefits | \$ 6,065* person | 5.54 |
| | TOTAL | \$249.53 |

*For any 30 day period and the limit is subject to any changes established under the Michigan Insurance Code for accident occurring on or after the date of change.

HOME-OWNERS INS. CO.

Issued 10-21-2021

AGENCY SMITH AND DE ROSE INSURANCE AGENCY INC
01-0954-00 MKT TERR 102Company
Bill POLICY NUMBER
Company Use 50-367-739-02
06-06-MI-1505

INSURED MICHAEL A BISHOP

Term 11-27-2021 to 05-27-2022

DESCRIPTION OF ITEM INSURED

1. 2019 CHEV SILVERADO LD
VIN: 2GCVKNEC1K1157494

| COVERAGES | LIMITS | PREMIUM |
|-----------------------------|---|-----------------|
| Residual Bodily Injury | \$ 300,000 person/\$ 300,000 occurrence | \$56.11 |
| Residual Property Damage | \$ 300,000 occurrence | 4.76 |
| Residual Uninsured Motorist | \$ 300,000 person/\$ 300,000 occurrence | 8.44 |
| Underinsured Motorist | \$ 300,000 person/\$ 300,000 occurrence | 22.49 |
| Special Tort Liability | \$ 3,000 | 2.12 |
| Property Protection | \$1Million occurrence | 11.17 |
| Personal Injury Protection | See coverage and limit selections | |
| MCCA Unlimited | | 43.00 |
| MCCA Deficit | | 0.00 |
| MATPA | | .50 |
| Comprehensive | Actual Cash Value - \$ 500 deductible | 72.66 |
| Collision - Regular | Actual Cash Value - \$ 500 deductible | 274.79 |
| Road Trouble Service | All reasonable costs** | 2.86 |
| Additional Expense | \$ 40 per day/\$1,200 each occurrence | 26.90 |
| | TOTAL | \$525.80 |

Interested Parties:

Lessor: ACAR LEASING LTD, PO BOX 398045, MINNEAPOLIS, MN 55439-8045

| | | | | | | |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Additional Forms For This Item: | 69434 (12-15)Y | 99552 (08-20) | 19942 (07-20) | 99457 (07-20) | 79253 (07-19) | 79275 (06-92)Y |
| 99301 (07-19) | 99305 (07-19) | 79536 (07-94)Y | 79537 (06-92)Y | 79939 (01-12)Y | 79299 (03-99)Y | 89023 (07-06)Y |
| 89059 (10-13)Y | 69557 (11-18)Y | 69514 (11-20) | | | | 89024 (07-06)Y |

ITEM DETAILS: Automobile driven for pleasure/commute 0-14 use by a 56 year old operator.

Cost Symbol: 28-8B-25-BB-66.

Household Composition Rating applies.

10% Anti-Theft Device Discount applies.

5% ABS Discount applies.

Multi-Car Discount applies.

Premier Credit applies.

35% Air Bag Discount applies.

Surcharge Rating Plan applies.

**See form 69514 (11-20)

Garaging Address: 8607 CARLSBAD LN, LANSING, MI 48917-5807

Rate Effective Date 07-09-2021

HOME-OWNERS INS. CO.

Issued 10-21-2021

AGENCY SMITH AND DE ROSE INSURANCE AGENCY INC
01-0954-00 MKT TERR 102Company Bill **POLICY NUMBER** 50-367-739-02
Company Use 06-06-MI-1505

INSURED MICHAEL A BISHOP

Term 11-27-2021 to 05-27-2022

DESCRIPTION OF ITEM INSURED

2. 2017 VOLK TIGUAN
VIN: WVGBV7AX5HK028323

| COVERAGES | LIMITS | PREMIUM |
|-----------------------------|---|----------------|
| Residual Bodily Injury | \$ 300,000 person/\$ 300,000 occurrence | \$59.97 |
| Residual Property Damage | \$ 300,000 occurrence | 5.08 |
| Residual Uninsured Motorist | \$ 300,000 person/\$ 300,000 occurrence | 8.44 |
| Underinsured Motorist | \$ 300,000 person/\$ 300,000 occurrence | 22.49 |
| Special Tort Liability | \$ 3,000 | 2.12 |
| Property Protection | \$1Million occurrence | 11.93 |
| Personal Injury Protection | See coverage and limit selections | |
| MCCA Unlimited | | 43.00 |
| MCCA Deficit | | 0.00 |
| MATPA | | .50 |
| Comprehensive | Actual Cash Value - \$ 500 deductible | 63.56 |
| Collision - Regular | Actual Cash Value - \$ 500 deductible | 272.65 |
| Road Trouble Service | All reasonable costs** | 4.43 |
| Additional Expense | \$ 40 per day/\$1,200 each occurrence | 27.07 |
| | TOTAL | \$521.24 |

Interested Parties: None

| | | | | | | |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Additional Forms For This Item: | 69434 (12-15)Y | 99552 (08-20) | 19942 (07-20) | 99457 (07-20) | 79253 (07-19) | 79275 (06-92)Y |
| 99301 (07-19) | 99305 (07-19) | 79536 (07-94)Y | 79537 (06-92)Y | 79939 (01-12)Y | 79299 (03-99)Y | 89023 (07-06)Y |
| 69557 (11-18)Y | 69514 (11-20) | | | | | 89024 (07-06)Y |

ITEM DETAILS: Automobile driven for pleasure/commute 0-14 use by a 54 year old operator.

Cost Symbol: 20-BB-23-8B-62.

Household Composition Rating applies.

10% Anti-Theft Device Discount applies.

5% ABS Discount applies.

Multi-Car Discount applies.

Premier Credit applies.

35% Air Bag Discount applies.

Surcharge Rating Plan applies.

**See form 69514 (11-20)

Garaging Address: 8607 CARLSBAD LN, LANSING, MI 48917-5807

Rate Effective Date 07-09-2021

HOME-OWNERS INS. CO.

Issued 10-21-2021

AGENCY SMITH AND DE ROSE INSURANCE AGENCY INC
01-0954-00 MKT TERR 102Company Bill **POLICY NUMBER** 50-367-739-02
Company Use 06-06-MI-1505

INSURED MICHAEL A BISHOP

Term 11-27-2021 to 05-27-2022

DESCRIPTION OF ITEM INSURED

3. 2019 GMC ACADIA
VIN: 1GKKNULSXKZ271682

| COVERAGES | LIMITS | PREMIUM |
|-----------------------------|---|----------|
| Residual Bodily Injury | \$ 300,000 person/\$ 300,000 occurrence | \$58.40 |
| Residual Property Damage | \$ 300,000 occurrence | 4.95 |
| Residual Uninsured Motorist | \$ 300,000 person/\$ 300,000 occurrence | 8.44 |
| Underinsured Motorist | \$ 300,000 person/\$ 300,000 occurrence | 22.49 |
| Special Tort Liability | \$ 3,000 | 2.12 |
| Property Protection | \$1Million occurrence | 11.62 |
| Personal Injury Protection | See coverage and limit selections | |
| MCCA Unlimited | | 43.00 |
| MCCA Deficit | | 0.00 |
| MATPA | | .50 |
| Comprehensive | Actual Cash Value - \$ 500 deductible | 82.30 |
| Collision - Regular | Actual Cash Value - \$ 500 deductible | 348.19 |
| Road Trouble Service | All reasonable costs** | 2.89 |
| Additional Expense | \$ 40 per day/\$1,200 each occurrence | 27.48 |
| | TOTAL | \$612.38 |

Interested Parties:

Lienholder: CITIZENS BANK NA, PO BOX 255587, SACRAMENTO, CA 95865-5587

| | | | | | | |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Additional Forms For This Item: | 69434 (12-15)Y | 99552 (08-20) | 19942 (07-20) | 99457 (07-20) | 79253 (07-19) | 79275 (06-92)Y |
| 99301 (07-19) | 99305 (07-19) | 79536 (07-94)Y | 79537 (06-92)Y | 79939 (01-12)Y | 79299 (03-99)Y | 79472 (04-19) |
| 89024 (07-06)Y | 89060 (10-13)Y | 69509 (05-19) | 69514 (11-20) | | | 89023 (07-06)Y |

ITEM DETAILS: Automobile driven for pleasure/commute 0-14 use by a 54 year old operator.

Cost Symbol: 29-HB-39-7B-66.

Household Composition Rating applies.

10% Anti-Theft Device Discount applies.

5% ABS Discount applies.

Multi-Car Discount applies.

Premier Credit applies.

Loan Gap.

35% Air Bag Discount applies.

Surcharge Rating Plan applies.

Original Equipment Manufacturer Parts Plus applies.

**See form 69514 (11-20)

Garaging Address: 8607 CARLSBAD LN, LANSING, MI 48917-5807

Rate Effective Date 07-09-2021

HOME-OWNERS INS. CO.

Issued 10-21-2021

AGENCY SMITH AND DE ROSE INSURANCE AGENCY INC
01-0954-00 MKT TERR 102Company POLICY NUMBER 50-367-739-02
Bill Company Use 06-06-MI-1505

INSURED MICHAEL A BISHOP

Term 11-27-2021 to 05-27-2022

DESCRIPTION OF ITEM INSURED

| | TERM |
|---|-------------------|
| TOTAL POLICY PREMIUM | \$1,908.95 |
| PAID IN FULL DISCOUNT | -248.97 |
| TOTAL POLICY PREMIUM IF PAID IN FULL | \$1,659.98 |

The Paid In Full Discount does not apply to fixed fees or statutory charges.

Forms That Apply To All Items: 79001 (03-99)Y 79701 (05-17)Y 69405 (01-16)Y 69271 (05-14)Y 89058 (04-07)Y 89281 (04-10)Y
89125 (11-14)Y 99803 (07-16)Y 69396 (09-15)Y 99633 (08-18) 69716 (09-19) 69815 (09-20) 69631 (05-18)

Policy Rate Code 0213

Surcharged because of at-fault accident(s) on: 01-20-2020.

Premium assumes no youthful operator(s).

Property Discount.

Insurance Score: X836

Loss History Rating 2D applies; 0/3

Payment History Discount Applies.

Driver List

Listed below are the persons currently listed on a vehicle insured on this policy.

BISHOP, MICHAEL Age 56**BISHOP, CELESTE Age 54**

Michigan Catastrophic Claims Association (MCCA) provides coverage for Personal Injury Protection for an automobile accident victim when costs exceed the threshold per MCL 500.3104(2) and they have chosen unlimited Allowable Expenses (Medical). There are two types of the MCCA charges. MCCA Deficit will apply for all vehicles. MCCA Unlimited will apply for all vehicles to which unlimited Personal Injury Protection Allowable Expenses (Medical) could be provided. MCCA and the Michigan Automobile Theft Prevention Authority (MATPA) are programs established by the State of Michigan. MATPA oversees automobile theft prevention programs.

Automobile Insurance Policy

Home-Owners Insurance Company

In witness whereof, we, the Home-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.



Secretary



President

79031 (7-12)

This policy is a legal contract between you and us. Your policy includes the Declarations, any listed forms and any form issued to endorse the policy. The policy contains all agreements existing between you and us or any of our agents.

READ YOUR POLICY CAREFULLY. This cover sheet provides only a brief outline of some of the important features of your policy. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. **IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.**

A QUICK GUIDE TO YOUR POLICY

| | |
|---------------------------|--|
| The DECLARATIONS contain: | YOUR NAME POLICY TERM YOUR AUTOMOBILE COVERAGES LIMITS OF LIABILITY ENDORSEMENTS THAT APPLY |
|---------------------------|--|

YOU WILL FIND ON PAGE

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INSURING AGREEMENT

The attached Declarations describe the **automobile(s)** we insure and the Coverages and Limits of Liability for which **you** have paid a premium. **We** agree to insure the described **automobile(s)** for those Coverages and Limits of Liability subject to the terms and conditions of this policy. In return **you** must pay the premium and comply with all the terms and conditions of this policy.

SECTION I - DEFINITIONS

To understand this policy, **you** must understand the meaning of the following words. These words appear in **bold face type** whenever used in this policy and endorsements attached to this policy.

1. **Automobile** means a **private passenger automobile**, a truck, truck tractor, **trailer**, **farm implement** or other land motor vehicle.
2. **Bodily injury** means physical injury, sickness or disease sustained by a person including resulting death of that person.
3. **Equipment** means an apparatus or device permanently attached to or installed in **your automobile**. **Equipment** includes an apparatus or device specifically for use with **your automobile**.
4. **Farm implement** means motorized self-propelled farm machinery.
5. **Insured contract** means:
 - a. a lease of premises;
 - b. a sidetrack agreement;
 - c. an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - d. any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - e. an indemnification of a municipality as required by ordinance, except in connection with work for a municipality; or
 - f. that part of any other contract or agreement pertaining to **your** business under which **you** assume the tort liability of another to pay damages because of **bodily injury or property damage** to a third person or organization, if the

contract or agreement is made before the **bodily injury or property damage** occurs. Tort liability means liability that would be imposed by law in the absence of any contract or agreement.

An **insured contract** does not include that part of any contract or agreement:

- a. that pertains to the loan, lease or rental of an **automobile** to **you**; or
- b. that holds a person or organization engaged in the business of transporting property for hire harmless for **your** use of **your automobile** over a route or territory that person or organization is authorized to serve by public authority.
6. **Occurrence** means an accident that results in **bodily injury or property damage** and includes, as one **occurrence**, all continuous or repeated exposure to substantially the same generally harmful conditions.
7. **Private passenger automobile** means:
 - a. a passenger or station wagon type **automobile** with four or more wheels;
 - b. pickup or van type **automobile** with a gross weight of 15,000 pounds or less which is not used in the business of carrying passengers for hire; or
 - c. a motorhome.
8. **Property damage** means damage to or destruction of tangible property including resulting loss of use of that property.

9. **Relative** means a person who resides with **you** and who is related to **you** by blood, marriage or adoption. **Relative** includes a ward or foster child who resides with **you**.
10. **Suit** means a civil court proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged.
11. **Trailer** means a vehicle which is designed to be connected to and towed by an **automobile**.

12. **You** or **your** means the first named insured shown in the Declarations and if an individual, **your** spouse who resides in the same household.
13. **Your automobile** means the **automobile** described in the Declarations.
14. **We**, **us** or **our** means the Company providing this insurance.

SECTION II - LIABILITY COVERAGE

1. COVERAGE

a. Liability Coverage - Bodily Injury and Property Damage

We will pay damages for **bodily injury** and **property damage** for which **you** become legally responsible because of or arising out of the ownership, maintenance or use of **your automobile** (that is not a **trailer**) as an **automobile**. We will pay such damages:

- (1) on **your** behalf;
- (2) on behalf of any **relative** using **your automobile** (that is not a **trailer**);
- (3) on behalf of any person using **your automobile** (that is not a **trailer**) with **your** permission or that of a **relative**; and
- (4) on behalf of any person or organization legally responsible for the use of **your automobile** (that is not a **trailer**) when used by **you**, a **relative**, or with **your** permission or that of a **relative**.

We will settle or defend, as **we** consider appropriate, any claim or **suit** for damages covered by this policy. We will do this at **our** expense, using attorneys of **our** choice. This agreement to settle or defend claims or **suits** ends when **we** have paid the limit of **our** liability.

b. Trailers

- (1) The Liability Coverage provided by this policy for **your automobile** (that is not a **trailer**)

or provided for any other **automobile** (that is not a **trailer**) extends:

- (a) to any **trailer** connected to or accidentally disconnected from such **automobile**. This coverage includes the **trailer** owner.
- (b) to any non-motorized farm machine or farm wagon while connected to or accidentally disconnected from such **automobile**. This coverage includes the non-motorized farm machine or farm wagon owner. No coverage applies to the operation or to the loading or unloading of the non-motorized farm machine or the farm wagon.
- (2) The Liability Coverage provided by this policy for **your automobile** (that is not a **trailer**) also extends to any **trailer** not maintained or used for commercial purposes:
 - (a) which is owned by **you**.
 - (b) which is owned by a **relative** who also owns an **automobile** (that is not a **trailer**) scheduled in the Declarations.
 - (c) which is owned by a **relative** who does not own an **automobile** other than the **trailer**.
 - (d) which is not owned by an individual described in (a), (b) or (c) above while the **trailer** is in the care, custody or control of such individual.

Coverage is extended only when such trailer:

- (a) is not connected to an **automobile**. This coverage applies to only **your liability or your relative's liability** arising from the ownership or use of the **trailer**.
- (b) is connected to an **automobile** (that is not a **trailer**) for which Liability Coverage is not provided by this policy. This coverage applies to only **your liability or your relative's liability** arising from use of the **trailer** by a person or organization other than **you or your relative**. No coverage applies to the owner or operator of the **automobile** or to the owner of a **trailer** described in (d) above.

c. Other Automobiles Covered

The Liability Coverage provided for **your automobile** also applies to certain other **automobiles**. It applies:

- (1) to an **automobile** **you** do not own which is temporarily used as a substitute for **your automobile**. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction. The owner of the substitute **automobile** is not covered.
- (2) to an **automobile** of the same type which **you** acquire after the inception date of the current policy term if:
 - (a) it replaces **your automobile**. **You** must report the replacement **automobile** to **us** no later than the expiration date of the policy term during which the **automobile** was acquired; or
 - (b) it is an additional **automobile** and **we** insure all **automobiles** **you** already own provided **you**:
 - 1) report the additional **automobiles** to **us** within 30 days of delivery; and
 - 2) pay any required additional premiums.

This extension does not apply if **you** have other liability insurance that applies to the **automobile** **you** acquire.

2. EXCLUSIONS

Liability Coverage does not apply:

- a. to any person for **bodily injury or property damage** arising out of or resulting from an intentional act of that person.
- b. to any person operating or employed by an **automobile** garage, repair shop, sales agency, service station or public parking place. This exclusion does not apply to:
 - (1) **you**;
 - (2) a **relative**; or
 - (3) any person associated with or employed by **you**;

while using **your automobile** in such business.

- c. to any **automobile** while used as a public or livery conveyance. This exclusion does not apply to car pooling on a share the expense basis.
- d. to any **automobile** while:
 - (1) preparing for;
 - (2) practicing for; or
 - (3) participating in;any prearranged racing, speed or demolition contest.
- e. to any person or organization with respect to the loading or unloading of **your automobile**. **We** will cover **you** or **your** employee or a lessee or borrower of **your automobile** or that person's employee.
- f. to any person or organization (or that person's or organization's agents, employees or contractors) subject to the security requirements of any motor carrier law or regulation because of transporting property for **you** or for others. This exclusion does not apply to **you**.
- g. to liability which is assumed under any contract or agreement. This exclusion does not apply to such liability for damages that **you**:
 - (1) assumed under a contract or agreement that is an **insured contract**;

- (2) would have in the absence of a contract or agreement; or
- (3) assumed in a **private passenger automobile** lease or rental agreement, provided **you** are an individual.
- h. to any person or organization for damage to property that person or organization is transporting. This exclusion does not apply to liability **you** have assumed under a sidetrack agreement.
- i. to any person or organization for damage to property or an **automobile** owned by, rented to or in the care, custody or control of that person or organization.
- j. to any expenses that would be payable under any workers compensation law, unemployment compensation or disability benefits law or under any similar law.
- k. to any person not employed by **you** for **bodily injury** to an employee who is injured on the job except:
 - (1) **bodily injury** to a domestic employee when workers compensation benefits are not required or available; or
 - (2) when such liability is assumed by **you** under an **insured contract**.
- l. to **your** employee for claims brought against him or her by another of **your** employees injured on the job.
- m. to any person or organization for **bodily injury** to:
 - (1) an employee of that person or organization; or
 - (2) a spouse, child, parent, brother or sister of the employee which results from the injury to the employee;

when that injury arises out of and in the course of employment by that person or organization. This exclusion applies:

 - (1) whether a claim is made against such person or organization as employer or otherwise; and

- (2) to any obligation to share damages with or repay another who must pay damages because of the injury.

This exclusion does not apply to liability **you** have assumed under an **insured contract**.

- n. to **bodily injury or property damage** for which insurance is available under any nuclear energy liability policy. This exclusion applies even if the nuclear energy liability policy limits of liability are exhausted.
- o. to **bodily injury or property damage** for which financial responsibility or liability insurance is required to be maintained under the Atomic Energy Act of 1954, as amended, or for which governmental indemnity is available.
- p. to liability for **bodily injury or property damage** caused by war, whether declared or not declared, insurrection or any of their consequences whether or not assumed under a contract or agreement.

3. COVERAGE EXTENSIONS

In addition to **our** limit of liability, **we** will also pay:

- a. premiums on appeal bonds in any **suit** **we** defend. **We** will not apply for or furnish such bonds.
- b. premiums on bonds to release attachments, but only for bond amounts that do not exceed the applicable limit of liability. **We** will not apply for or furnish such bonds.
- c. premiums on bail bonds required because of an accident or related traffic law violation, involving **your automobile** during the policy period. **We** will not apply for or furnish such bonds. **Our** maximum payment is \$250 per **occurrence**.
- d. interest on damages owed by **you** because of a judgment in a **suit** **we** defend and accruing:
 - (1) after the judgment, and until **we** pay, offer or deposit in court, the amount for which **we** are liable under this policy; or
 - (2) before the judgment, where owed by law, but only on that part of the judgment **we** pay.

- e. expenses **you**, a **relative** or a person using **your automobile** with **your** permission, incur for first aid to others at the time of an **occurrence** covered by this policy.
- f. all costs charged against **you** in a **suit** we defend and all reasonable expenses incurred at **our** request including actual loss of earnings up to \$100 per day.

4. LIMIT OF LIABILITY

We will pay damages for **bodily injury or property damage** up to the limit of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:

a. For **bodily injury**:

- (1) The limit stated for "each person" is the amount of coverage and the most **we** will pay for all damages because of or arising out of **bodily injury** to one person in any one **occurrence**.
- (2) The limit stated for "each occurrence" is the total amount of coverage and the most **we** will pay, subject to a.(1) above, for all damages because of or arising out of **bodily injury** to two or more persons in any one **occurrence**.
- b. For **property damage**, the limit stated is the amount of coverage and most **we** will pay for all **property damage** in any one **occurrence**.
- c. The limit of liability applicable to a **trailer**, non-motorized farm machine or farm wagon which is connected to an **automobile** covered by this policy shall be the limit of liability applicable to such **automobile**. The **automobile** and connected **trailer**, non-motorized farm machine or farm wagon are considered one **automobile** and do not increase the limit of liability.
- d. The limit of liability applicable to a **trailer** covered by this policy:
 - (1) which is not connected to an **automobile**; or

- (2) which is connected to an **automobile** not covered by this policy;

shall be the limit of liability applicable to **your automobile**. If this policy covers more than one of **your automobiles**, the highest limit of liability applicable to any one such **automobile** shall apply.

- e. The limit of liability for this coverage may not be added to the limits for the same or similar coverage applying to other **automobiles insured** by this policy to determine the amount of coverage available for any one **occurrence** regardless of the number of:

- (1) **automobiles** shown in the Declarations;
- (2) premiums charged in the Declarations or premiums paid;
- (3) claims presented or **suits** brought;
- (4) persons injured; or
- (5) **automobiles** involved in the **occurrence**.

5. FINANCIAL RESPONSIBILITY AND COMPULSORY INSURANCE LAWS

While **your automobile** is subject to laws of another state or Canada, **we** will:

- a. increase the Limit of Liability for Liability Coverage to comply with the minimum requirements of a financial responsibility or compulsory insurance law of the jurisdiction where **your automobile** is being operated; and
- b. afford the minimum amounts for the types of mandatory coverages required by the jurisdiction where **your automobile** is being operated.

This provision does not apply to any limits required by any law governing motor carriers of property or passengers.

We will not duplicate payments available under this or any other insurance for the same elements of loss.

6. OTHER INSURANCE

Except as stated below, the Liability Coverage provided by this policy for **your automobile** shall be primary and with regard to any other **automobile** to which it applies, coverage shall be excess of any other applicable **automobile** liability insurance.

- a. When this insurance is primary and there is other **automobile** liability insurance which is stated to be applicable on an excess or contingent basis, **our** liability shall not be reduced by the existence of such insurance.
- b. When both this insurance and other insurance apply on the same basis, whether primary,

excess or contingent, we shall be liable for only **our** share. **Our** share shall be the ratio of the amount of this insurance to the total amount of all collectible **automobile** liability insurance.

- c. Subject to a. and b. above, this coverage shall be primary when any **trailer** is connected to **your automobile** (that is not a **trailer**).
- d. Subject to b. above, this coverage shall be excess when any **trailer** is connected to an **automobile** (that is not a **trailer**), except **your automobile** (that is not a **trailer**).

SECTION III - DAMAGE TO YOUR AUTOMOBILE

1. COVERAGES

a. Fire Coverage

We will pay for loss of or damage to **your automobile** and its equipment caused by:

- (1) fire or lightning.
- (2) smoke or smudge because of a sudden, unusual or faulty operation of any fixed heating equipment where **your automobile** is stored.
- (3) windstorm, hail, earthquake, explosion, external discharge or leakage of water. **We** cover damage resulting from the stranding, sinking, burning, collision or derailment of any equipment being used to transport **your automobile** on land or water. **We** will also pay for general average and salvage charges for which **you** may be legally responsible.

b. Theft Coverage

We will pay for loss of or damage to **your automobile** and its **equipment** caused by theft, larceny, robbery or pilferage. **We** cover **your** loss when **you** are tricked into giving **your automobile** to another person.

c. Comprehensive Coverage

We will pay for loss of or damage to **your automobile** and its **equipment** from any cause except upset or collision with another object or with a vehicle to which it is attached.

We will also pay or:

- (1) glass breakage from any cause including upset or collision;
- (2) damage caused by missiles or falling objects; and
- (3) damage caused by collision with an animal or bird.

When a deductible is indicated in the Declarations for this coverage, **we** will reduce **our** payment by that amount.

d. Collision Coverage

We will pay for loss or damage to **your automobile** and its **equipment** caused by accidental collision with another object or by accidental upset.

When a deductible is indicated in the Declarations for this coverage, **we** will reduce **our** payment by that amount. If **your automobile** is a

private passenger automobile, the deductible does not always apply. The deductible shall not apply:

(1) in a collision with another **automobile**:

- (a) **we** insure and which **you** do not own, rent or have in **your** care, custody or control; or
- (b) whose owner or operator has been identified; and
 - 1) is legally responsible for the entire amount of the damage; and
 - 2) is covered by a **property damage** liability policy or bond;

but only if the damage exceeds the deductible amount.

(2) to **your** legally parked **private passenger automobile** in the event it is accidentally struck by another of **your private passenger automobiles**, provided Collision Coverage applies to both such **automobiles**.

e. Road Trouble Service

We will reimburse **you** up to the amount stated in the Declarations for this coverage in any one emergency:

- (1) for towing **your automobile** to the nearest available garage; and
- (2) for the cost of labor performed on **your automobile** at the place of the emergency.

f. Other Automobiles Covered

The Damage To Your Automobile Coverages provided for **your automobile** also apply to certain other **automobiles**. They apply:

- (1) to an **automobile** **you** do not own which is temporarily used as a substitute for **your automobile**. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction.
- (2) to an **automobile** of the same type which **you** acquire after the inception date of the current policy term subject to the following:

(a) If the **automobile** replaces **your automobile**, **we** will apply only those coverages that apply to the **automobile** being replaced. **You** must report the replacement **automobile** to **us** no later than the expiration date of the policy term during which the **automobile** was acquired.

(b) If the **automobile** is an additional **automobile** and **we** insure all **automobiles** **you** already own, **we** will apply only those coverages which are common to all of **your automobiles** **we** insure provided **you**:

- 1) report the additional **automobile** to **us** within 30 days after **you** take possession; and
- 2) pay any required additional premiums.

You may, at any time during the first 30 days after **you** take possession of the **automobile**, purchase the broadest coverages applicable to any one **automobile** scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, paragraph f.(1) above applies if **you** are legally liable.

2. EXCLUSIONS

Fire, Theft, Comprehensive and Collision Coverages do not apply to:

a. loss of or damage to **your automobile** because of confiscation or destruction by any civil or governmental authorities because of illegal activities engaged in by:

(1) **you**; or

(2) a **relative**.

This exclusion does not apply to a loss payee's interest in **your automobile**.

b. loss of or damage to **your automobile** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge. This exclusion does not apply to a loss payee's interest in **your automobile**.

- c. conversion, embezzlement or secretion by any person lawfully having **your automobile** under a sale, lease or similar agreement.
- d. any **automobile** while:
 - (1) preparing for;
 - (2) practicing for; or
 - (3) participating in;
 any prearranged racing, speed or demolition contest.
- e. loss of use, except as provided in Coverage Extensions.
- f. wear and tear, freezing, mechanical or electrical breakdown, other than burning of wiring, unless this damage follows and results from other loss or damage covered by this policy.
- g. tires, unless the loss or damage is caused by:
 - (1) fire;
 - (2) theft; or
 - (3) malicious mischief; or
 is part of other damage covered by this policy.
- h. a stereo tape or disc player:
 - (1) that is not attached to **your automobile**; and
 - (2) is not receiving its power from **your automobile**'s electrical system.
- i. stereo tapes, cassettes, discs or cartridges or related items.
- j. any caddy, case or container designed for storing or carrying stereo tapes, cassettes, discs or cartridges.
- k. unless described in the Declarations and a premium charged:
 - (1) a camper body; or
 - (2) a pickup cover with built-in cooking and sleeping equipment.
- l. A citizens-band radio, mobile or cellular telephone, television or other similar device for sending or receiving communications, including related items. However, these devices are covered if:
 - (1) standard or optional **equipment** from the manufacturer of **your automobile** for that make, model and model year;
 - (2) permanently installed in the dash or console opening designed for such **equipment**; or
 - (3) described in the Declarations and a premium charged.
- m. a radio, stereo, stereo tape deck, compact disc player or other similar device designed for the reproduction of sound, including related items. However these devices are covered if:
 - (1) standard or optional **equipment** for the manufacturer of **your automobile** for that make, model and model year; or
 - (2) permanently installed in **your automobile**.

Our liability under m.(2) above shall not exceed \$1000 unless a greater amount is shown in the Declarations and a premium charged.
- n. Any device designed or used to detect or locate radar or any other speed measuring or calculating apparatus.
- o. radioactive contamination.
- p. loss caused by:
 - (1) declared or undeclared war or insurrection; or
 - (2) explosion of a nuclear weapon or its consequences.

3. COVERAGE EXTENSIONS

a. Trailers

The Damage To Your Automobile Coverages provided to **your automobile** extend to certain **trailers** **you** do not own. The **trailer** must:

- (1) be designed for use with a **private passenger automobile**;

- (2) used with **your private passenger automobile**; and
- (3) be other than a **trailer** of the home, office, store, display, or passenger type.

Our limit of liability for all loss and damage under this coverage extension is \$500 in any one **occurrence**.

b. Loss Of Use By Theft

Under Theft Coverage or Comprehensive Coverage, **we** will reimburse **you** for transportation expenses if **your private passenger automobile** is stolen. **We** will pay up to \$20 per day but not more than \$600 in one **occurrence**. **We** will pay such expenses incurred beginning 48 hours after **you** report the theft to **us** and to the police and ending when **your automobile** is returned to use or **we** pay for its loss.

c. Transportation Cost

Under the coverages for Damage To Your Automobile **we** will reimburse **you** for expenses **you** incur for transportation from where **your automobile** was disabled to **your** home or intended destination. The maximum payment is \$25 for each **occurrence**.

d. Personal Property

If **your automobile** is a **private passenger automobile**, **we** will extend the Comprehensive Coverage and the Collision Coverage that apply to **your automobile** to loss of or damage to personal property contained in or on **your automobile**. This coverage extension is subject to the following:

- (1) The personal property must be owned by **you**, a **relative**, or **your** employee.
- (2) Comprehensive Coverage is extended only for loss or damage because of:
 - (a) fire;
 - (b) lightning;
 - (c) theft or attempted theft.

Unless the entire **automobile** is stolen, there must be visible signs of someone

breaking into the **automobile** for (2)(c) above to apply.

- (3) This coverage extension does not apply to:
 - (a) stereo tapes, cassettes, discs or cartridges or related items.
 - (b) a citizens-band radio, mobile or cellular telephone, television or other similar device for sending or receiving communications, including related items.
 - (c) a radio, stereo, stereo tape deck, compact disc player or other similar device designed for the reproduction of sound, including related items.
 - (d) property used in a business, trade or profession.
 - (e) money or jewelry.
 - (f) any device designed or used to detect or locate radar or any other speed measuring or calculating apparatus.
 - (g) property specifically **insured**.

- (4) **Our** limit of liability for all loss or damage under this coverage extension is \$200 in any one **occurrence**.

4. LIMIT OF LIABILITY

- a. **We** will pay no more than the lowest of the following:
 - (1) the actual cash value of stolen or damaged property;
 - (2) the necessary cost, at local prices, to repair or replace the property or damaged parts with material of similar kind and quality; or
 - (3) the Limit of Liability stated in the Declarations.
- b. **We** will, at **our** option, replace **your automobile** with a new one of equal value or pay **you** your original purchase price if:
 - (1) **your automobile** is a **private passenger automobile**;
 - (2) **you** purchased it new;

- (3) we determine the loss or damage can not be repaired; and
- (4) the loss or damage occurs within 90 days of the purchase date.
- c. **Your automobile** may have been altered, remodeled, converted or modified so that its value is substantially increased over that of a standard **automobile** of the same make and model. In that case, we will pay only a proportional share of any loss or damage. We will pay the

proportion that the value of a standard **automobile** bears to the value of **your automobile**. This applies only when alteration, remodeling, conversion or modification affects the amount of the loss. It does not apply when an additional premium is charged based on the increased value.

- d. If a loss can be paid under either Comprehensive or Collision Coverage, payment will be made under the coverage that pays **you** the most.

SECTION IV - INDIVIDUAL NAMED INSURED

If the first named insured in the Declarations is an individual and the **automobile** described in the Declarations is a **private passenger automobile** the following extensions of coverage apply.

- 1. **LIABILITY COVERAGE - BODILY INJURY AND PROPERTY DAMAGE**
 - a. The Liability Coverage provided for **your automobile** (that is not a **trailer**) also applies to an **automobile** (that is not a **trailer**) not:
 - (1) owned by or furnished or available for regular use to **you** or anyone living with **you**. However, we will cover **your** liability for **your** use of an **automobile** (that is not a **trailer**) owned by or furnished for the regular use of a **relative**.
 - (2) used in an **automobile** garage repair shop, sales agency, service station or public parking business **you** own or operate.
 - b. We extend this coverage only:
 - (1) to **you**;
 - (2) to **relatives** who do not own an **automobile** (that is not a **trailer**); and
 - (3) to anyone legally responsible for the use of the **automobile** (that is not a **trailer**) by the persons in (1) and (2) above.
 - c. We do not cover:
 - (1) the owner of the **automobile** (that is not a **trailer**).
 - (2) an **automobile** used in **your** business or occupation or that of a **relative**, unless it is:

- (a) a **private passenger automobile**; and
- (b) used by **you**, such **relative** or the chauffeur or household employee of either.
- (3) **you** or a **relative** using an **automobile** (that is not a **trailer**) without a reasonable belief of permission to do so.
- 2. **DAMAGE TO YOUR AUTOMOBILE**
 - a. The Damage to Your Automobile Coverages provided for **your automobile** also apply to an **automobile** not:
 - (1) owned by or furnished or available for regular use to **you** or anyone living with **you**.
 - (2) used in an **automobile** garage, repair shop, sales agency, service station or public parking business **you** own or operate.
 - b. We extend this coverage only:
 - (1) to **you**; and
 - (2) to **relatives** who do not own an **automobile**.
 - c. We do not cover an **automobile** used in **your** business or occupation or that of a **relative** unless it is:
 - (1) a **private passenger automobile**; and
 - (2) used by **you**, such **relative**, or the chauffeur or household employee of either.

- d. These extensions do not apply when there is other insurance covering **your** interest or the

interest of the owner. However, they do apply if **you** are legally liable.

SECTION V - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS

1. NOTIFY US PROMPTLY

- a. **You** and any person seeking coverage under this policy must notify **us** promptly as to how, when and where the accident happened. **We** must have the names and addresses of any injured person and of any witnesses. Notice and documentation of loss must be given if **we** require it. Any loss or damage caused by theft, larceny, robbery, pilferage or trickery must be promptly reported to the police.
- b. If claim is made or **suit** is brought against **you** or any person entitled to coverage, **we** must be advised promptly. All papers in connection with claims or **suits** must be sent to **us** without delay.
- c. Under Uninsured Motorist Coverage and/or Underinsured Motorist Coverage, any person making claim must:
 - (1) give **us** written notice and documentation of loss;
 - (2) submit to examinations by physicians **we** select as often as **we** require; and
 - (3) authorize **us** to obtain medical reports and other pertinent records.

We must be given copies of the legal papers if **suit** is brought against any person believed to be legally responsible.

2. ASSIST AND COOPERATE

- a. **You** and any person seeking coverage under this policy must cooperate with **us** in the investigation, settlement or defense of any claim or **suit**. This includes submitting to a statement under oath and giving **us** access to any documents which **we** request.
- b. When a claim is made for damage to **your automobile**, **you** must let **us** examine the vehicle before repairs are made or evidence of loss removed.
- c. Following damage to **your automobile**, every reasonable effort must be made to protect the vehicle against further loss. **We** will pay the reasonable expenses incurred to do this.

3. PRESERVE OUR RIGHT TO RECOVER PAYMENTS

- a. If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and shall do nothing to prejudice it.
- b. The person to or for whom payment is made under Uninsured Motorist Coverage and/or Underinsured Motorist Coverage must hold in trust for **us** his rights of recovery against any legally liable person. He must do all that is proper to secure such rights and must do nothing to prejudice them. He must take any required action in his name to recover damages and reimburse **us** out of any proceeds to the extent of **our** payment.

SECTION VI - GENERAL CONDITIONS

1. POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses which happen during the policy period as shown in the Declarations. They must take place within the United States of America, its territories or

possessions, Canada or Mexico or between their ports.

2. CHANGES

- a. This policy contains all the agreements between **you** and **us** or any of **our** agents relating to this

insurance. The terms of this policy may not be changed except by written endorsement issued by **us**.

b. **We** may adjust **your** premium during the policy term because of changes in the factors that were used to determine such premium. These factors include but are not limited to:

- (1) the principal place of garaging **your automobile**;
- (2) coverages, limits of liability and deductibles;
- (3) the type, make and model of **your automobile** and its use;
- (4) the operators of **your automobile**.

Premium adjustments will be made at the time of such changes or when **we** become aware of the changes, if later. **We** will use the governing rules and rates in effect on the inception date of the policy term.

3. FRAUD

We will not cover any person seeking coverage under this policy who has made fraudulent statements or engaged in fraudulent conduct with respect to procurement of this policy or to any **occurrence** for which coverage is sought.

4. LEGAL ACTION AGAINST US

a. No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. Further, under the Liability Coverage no legal action may be brought until **we** agree a person entitled to coverage has an obligation to pay or until the amount of that obligation has been determined by judgement after trial. No one has any right under this policy to bring **us** into any action to determine the liability of any person **we** have agreed to protect.

b. Bankruptcy or insolvency of any person **we** have agreed to protect will not relieve **us** of any obligation under the terms of this policy.

5. SEVERABILITY

Except as to **our** limit of liability, the coverage provided by this policy applies separately to each person against whom claim is made or **suit** is brought.

6. DUPLICATION OF COVERAGE

- a.** If this policy and any other policy or form of coverage provided by **us** or a company affiliated with **us**, provide coverage for the same loss or damage, **our** maximum limit of liability under all the policies or forms of coverage shall not exceed the highest limit of liability under any single policy or form of coverage applicable to the loss or damage.
- b.** This condition does not apply to any policy or form of coverage issued by **us** or a company affiliated with **us** to specifically provide excess insurance over this policy.

7. ASSIGNMENT

No interest in this policy may be assigned without **our** written consent. But, if **you** should die within the policy term, the policy will cover as though named in the Declarations:

- a.** **your** spouse, if **you** are an individual;
- b.** **your** legal representative but only with respect to his legal responsibility for the maintenance or use of **your automobile**; and
- c.** any person having proper temporary custody of **your automobile** until a legal representative is appointed;

provided **we** are given written notice of **your** death within 60 days. This requirement does not apply with regard to **your** spouse.

Michigan

PERSONAL INJURY PROTECTION

SECTION I - DEFINITIONS

The following definitions apply to this endorsement. The definitions contained in the policy do not apply to the coverage provided by this endorsement.

1. **Bodily injury** means physical injury, sickness or disease, including resulting care, loss of services or death resulting from a **motor vehicle accident** including loss of or damage to a person's prosthetic device in connection with the **bodily injury**.
2. **Commercial quadricycle** means a vehicle to which all of the following apply:
 - a. The vehicle has fully operative pedals for propulsion entirely by human power;
 - b. The vehicle has at least 4 wheels and is operated in a manner similar to a bicycle;
 - c. The vehicle has at least 6 seats for passengers;
 - d. The vehicle is designed to be occupied by a driver and powered either by passengers providing pedal power to the drive train of the vehicle or by a motor capable of propelling the vehicle in the absence of human power;
 - e. The vehicle is used for commercial purposes; and
 - f. The vehicle is operated by the owner of the vehicle or an employee of the owner of the vehicle.
3. **Digital network** means any online-enabled application, software, website or system offered or utilized by a **transportation network company** that enables the prearrangement of rides with transportation network company drivers.
4. **Golf cart** means a vehicle designed for transportation while playing the game of golf.
5. **Injured insured person** means:
 - a. a **named insured** or relative; or
 - b. an operator or passenger of a **motorcycle**, if the **motorcycle** was involved in a **motor vehicle accident** with an **insured motor vehicle** in Michigan suffering accidental **bodily injury**.
6. **Insured motor vehicle** means a **motor vehicle** with respect to which:
 - a. the **bodily injury** liability insurance of the policy applies and for which a specific premium is charged; and
 - b. the **named insured** is required to maintain security under Chapter 31 of the Michigan Insurance Code.

7. **Motorcycle** means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than 3 wheels in contact with the ground, which is equipped with a motor that exceeds 50 cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground. **Motorcycle** does not include a moped, as defined in section 32b of the Michigan vehicle code, Act No. 300 of the Public Acts of 1949, being section 257.32b of the Michigan Compiled Laws. **Motorcycle** does not include an **ORV**.
8. **Motor vehicle** means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than 2 wheels. **Motor vehicle** does not include a **motorcycle** or a moped, as defined in section 32b of Act No. 300 of the Public Acts of 1949, being section 257.32b of the Michigan Compiled Laws. **Motor vehicle** does not include a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan vehicle code pursuant to section 216 of the Michigan vehicle code, Act No. 300 of the Public Acts of 1949, being section 257.216 of the Michigan Compiled Laws. **Motor vehicle** does not include an **ORV**. **Motor vehicle** does not include a **power-driven mobility device**, a **commercial quadricycle** or **golf carts**.
9. **Motor vehicle accident** means a loss involving the ownership, operation, maintenance, or use of a **motor vehicle** as a **motor vehicle** regardless of whether the accident also involves the ownership, operation, maintenance, or use of a **motorcycle** as a **motorcycle**.
10. **Named insured** means the person(s) or organization(s) identified as an insured in the Declarations.
11. **Occupying** means in or entering into or alighting from a **motor vehicle**.
12. **ORV** means a motor-driven recreation vehicle designed for off-road use and capable of cross-country travel without benefit of road or trail, on or immediately over land, snow, ice, marsh, swampland, or other natural terrain. **ORV** includes, but is not limited to, a multitrack or multi-wheel drive vehicle, a **motorcycle** or related 2-wheel, 3-wheel, or 4-wheel vehicle, an amphibious machine, a ground effect air cushion vehicle, an ATV as defined in section 81101

of the natural resources and environmental protection act, 1994 PA 451, MCL 324.81101, or other means of transportation deriving motive power from a source other than muscle or wind. **ORV** does not include a vehicle described in this subdivision that is registered for use upon a public highway and has the security described in section 3101 or 3103 in effect.

13. Owner means any of the following:

- a. A person renting a **motor vehicle** or having the use of a **motor vehicle**, under a lease or otherwise, for a period that is greater than 30 days.
- b. A person who holds the legal title to a **motor vehicle** or **motorcycle**, other than a person engaged in the business of leasing **motor vehicles** or **motorcycles** who is the lessor of a **motor vehicle** or **motorcycle** pursuant to a lease providing for the use of the **motor vehicle** or **motorcycle** by the lessee for a period that is greater than 30 days.
- c. A person who has the immediate right of possession of a **motor vehicle** or **motorcycle** under an installment sales contract.
- d. A person renting a **motorcycle** or having the use of a **motorcycle** under a lease for a period that is greater than 30 days, or otherwise for a period that is greater than 30 consecutive days. A person who borrows a **motorcycle** for a period that is less than 30 consecutive days with the consent of the owner is not an owner under this subparagraph.

14. Power-driven mobility device means a wheelchair or other mobility device powered by a battery, fuel, or other engine and designed to be used by an individual with a mobility disability for the purpose of locomotion.

15. Personal vehicle sharing program means a legal entity engaged in the business of facilitating the sharing of a **motor vehicle** by individuals under any contract or agreement.

16. Prearranged ride means the furnishing of transportation by a driver to a requesting passenger, beginning when a driver accepts a ride requested by a passenger through a **digital network** controlled by a **transportation network company**, continuing while the driver transports a requesting passenger and ending when the requesting passenger departs from the **motor vehicle**.

17. Relative means:

- a. The **named insured's** spouse; and
- b. Any other person who is domiciled with the **named insured** and related to either the **named insured** or his or her spouse by blood, marriage, or adoption.

Relative includes a ward or foster child who is domiciled with the **named insured**.

18. Suit means a civil court proceeding in which damages because of **bodily injury** to which this insurance applies are alleged.

19. Transportation network company means an entity that uses a **digital network** to connect passengers to transportation network company drivers.

20. We, us, and our means the Company providing this insurance.

SECTION II - PERSONAL INJURY PROTECTION

1. COVERAGE

Subject to the provisions of this endorsement and of the policy to which this endorsement is attached, **we** will pay personal injury protection benefits to or on behalf of an **injured insured person** for accidental **bodily injury** arising out of the ownership, operation, maintenance, or use of a **motor vehicle** as a **motor vehicle**, subject to the provisions of Chapter 31 of the Michigan Insurance Code. Ownership, operation, maintenance, or use of a **motor vehicle** as a **motor vehicle** means that the involvement of the **motor vehicle** in the **bodily injury** was directly related to the transportation function of the **motor vehicle**.

Personal injury protection benefits shall consist of:

- a. Allowable expenses, subject to limitations of Chapter 31 of the Michigan Insurance Code:
 - (1) reasonably necessary products, services and accommodations incurred for:
 - (a) the care;
 - (b) recovery; or
 - (c) rehabilitation
 of the **injured insured person**. However, **we** do not provide coverage for the medical use of marijuana or for any expenses related to the medical use of marijuana. Charges for a hospital room shall not exceed reasonable and customary charges for semi-private accommodations unless special or intensive care is required.
 - (2) reasonable expenses incurred for the **injured insured person's** funeral and burial if the **injured insured person's** death is directly caused by injuries sustained in a covered **motor vehicle accident**.
- b. work loss benefits, subject to limitations of Chapter 31 of the Michigan Insurance Code, consisting of at least 85% of the actual loss of income from work the **injured insured person** would have performed during the first three years after the date of the **motor vehicle accident** if he or she had not been injured. Work loss does not include any loss after the date on which the **injured insured person** dies.

- c. loss of services for reasonably incurred expenses, not to exceed the limit of insurance shown in the Declarations for Replacement Services, to obtain ordinary and necessary services to replace those the **injured insured person** would have performed during the first three years after the date of the **motor vehicle accident** not for income but for his or her benefit or the benefit of his or her dependents. Loss of services does not include any loss after the date on which the **injured insured person** dies.
- d. (1) survivor's loss benefits, subject to limitations of Chapter 31 of the Michigan Insurance Code, consisting of:
 - (a) a loss, after the date on which the deceased **injured insured person** died, of contributions of tangible things of economic value, not including services, that dependents of the deceased **injured insured person** would have received for support during their dependency upon the deceased **injured insured person** during the first three years after the date of the **motor vehicle accident**; and
 - (b) expenses reasonably incurred by the dependent, not exceeding \$20 per day, to obtain ordinary and necessary services to replace those the deceased **injured insured person** would have performed during the first three years after the date of the **motor vehicle accident**:
 - 1) without any compensation; and
 - 2) for the benefit of his or her dependents.
- (2) For purposes of the above provision d.(1) only, the following persons are considered dependents of a deceased **injured insured person**:
 - (a) a deceased **injured insured person's** surviving spouse who resided with the **injured insured person** at the time of the **injured insured person's** death;
 - (b) a child of the deceased **injured insured person** while under the age of 18 years or over that age if physically or mentally incapacitated from earning, provided the child:
 - 1) resided with the deceased **injured insured person**; or
 - 2) received support regularly from the deceased **injured insured person** at the time of the deceased **injured insured person's** death;

- (c) any other person whose specific circumstances factually support that they were dependent upon the deceased **injured insured person**.
- (3) The dependency of a surviving spouse ends upon his or her death or remarriage. The dependency of any other person ends upon his or her death and continues only as long as the person is:
 - (a) under the age of 18 years;
 - (b) physically or mentally incapacitated from earning; or
 - (c) engaged full time in a formal program of academic or vocational education or training.

2. EXCLUSIONS

We will not pay personal injury protection benefits for:

- a. **bodily injury** sustained by an **injured insured person** who intentionally caused the injury to himself or herself.
- b. **bodily injury** if, at the time of the accident, the **injured insured person**:
 - (1) other than the **named insured**, is entitled to benefits as a **named insured** in any other insurance policy providing benefits under Chapter 31 of the Michigan Insurance Code;
 - (2) is the **owner** or registrant of a **motor vehicle** or **motorcycle** involved in the **motor vehicle accident** for which the security required by Chapter 31 of the Michigan Insurance Code was not in effect when the accident occurred;
 - (3) was willingly operating or willingly using a **motor vehicle** or **motorcycle** that was taken unlawfully, and the **injured insured person** knew or should have known that the **motor vehicle** or **motorcycle** was taken unlawfully;
 - (4) is not a resident of Michigan, unless such **injured insured person** owned a **motor vehicle** that was registered and insured in Michigan; or
 - (5) was operating a **motor vehicle** or **motorcycle** as to which he or she was named as an excluded operator as allowed under section 3009(2) of the Michigan Insurance Code.
- c. (1) **bodily injury** arising out of the ownership, operation, maintenance, or use of a parked **motor vehicle** unless the:
 - (a) **motor vehicle** was parked in such a way as to cause unreasonable risk of the **bodily injury**;
 - (b) **bodily injury** was a direct result of physical contact with:

- 1) equipment permanently mounted on the **motor vehicle** while the equipment was being operated or used; or
- 2) property being lifted onto or lowered from the **motor vehicle** in the loading or unloading process; or
- (c) **bodily injury** was sustained by the **injured insured person** while **occupying** the **motor vehicle**.
- (2) No coverage applies for **bodily injury** described in 2. EXCLUSIONS, c.(1)(a), (b) and (c), if benefits under the Michigan Workers Compensation Law, a similar law of another state, or a similar federal law are available to the **injured insured person** and the **bodily injury** was sustained in the course of employment while either:
 - (a) loading, unloading, or doing mechanical work on a **motor vehicle** unless the injury arose from the use of another **motor vehicle** that was not being loaded on, unloaded from, or secured to a **motor vehicle** as cargo or freight; or
 - (b) entering into or alighting from the **motor vehicle** unless:
 - 1) the **bodily injury** was sustained while entering or alighting from the **motor vehicle** immediately after the **motor vehicle** became disabled; and
 - 2) the injury arose from the use or operation of another **motor vehicle** that was not being loaded on, unloaded from, or secured to a **motor vehicle** as cargo or freight.
- d. **bodily injury** sustained by an **injured insured person** outside of the United States, its territories, and possessions or Canada.
- e. **bodily injury** sustained while **occupying** a **motor vehicle** owned or registered by:
 - (1) the **named insured's** employer; or
 - (2) any **relative's** employer for which Michigan no-fault benefits are in effect.
- f. **bodily injury** sustained by an **injured insured person** while **occupying** a **motor vehicle** temporarily or permanently located as a residence or premises.
- g. **bodily injury** sustained by the **named insured** while **occupying**, or through being struck by while not **occupying**, any **motor vehicle** owned or registered by the **named insured** and which does not maintain an insurance policy providing benefits under Chapter 31 of the Michigan Insurance Code.
- h. that portion of any benefits which duplicate any benefits the **injured insured person** receives or is entitled to receive under the:
 - (1) laws of any state; or
 - (2) laws of the federal government.
- i. **bodily injury** sustained by an **injured insured person** while **occupying** a **motor vehicle** covered by this policy while the driver of such **motor vehicle** involved in the **motor vehicle accident** is logged in to a **transportation network company's digital network**. This exclusion does not apply when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **motor vehicle** and the driver has not accepted a **prearranged ride**.
- j. any loss under SECTION II - PERSONAL INJURY PROTECTION, 1. COVERAGE, a.(1) and a.(2) if the Declarations shows:
 - (1) Allowable Expenses Exclusion applies to the **injured insured person**; or
 - (2) Allowable Expenses has been declined.
- k. any loss under SECTION II - PERSONAL INJURY PROTECTION, 1. COVERAGE, b. if the Declarations shows Work Loss Exclusion applies to the **injured insured person**.

3. **LIMIT OF LIABILITY**

- a. The Limit of Liability is not increased because of the number of:
 - (1) **motor vehicles** shown or premiums charged in the Declarations;
 - (2) claims made or **suits** brought;
 - (3) **motor vehicles** involved in the occurrence; or
 - (4) policies applicable to the loss.
- b. (1) The Limit of Liability for coverage under SECTION II - PERSONAL INJURY PROTECTION, 1. COVERAGE, a.(1) and a.(2) shall not exceed the limit shown in the Declarations for Allowable Expenses for any one **injured insured person** in any one occurrence.
- (2) The Limit of Liability for funeral or burial expenses shall not exceed \$2,000 for any **injured insured person** in any one occurrence, subject to b.(1) above.

SECTION III - CONDITIONS

1. LEGAL ACTION AGAINST US

No legal action may be brought against **us** until there has been full compliance with the terms of this endorsement.

- a. An action for recovery of personal injury protection benefits payable in accordance with Chapter 31 of the Michigan Insurance Code for **bodily**

injury shall not be brought later than one year after the date of the **motor vehicle accident** causing the **bodily injury**, unless written notice of the **bodily injury** has been given to **us** within one year of the **motor vehicle accident** causing the **bodily injury**, or unless **we** have previously made a payment of personal injury protection benefits for the **bodily injury**.

- b.** If the notice of **bodily injury** has been given or payment has been made under **1. LEGAL ACTION AGAINST US**, **a.**, the action for recovery of personal injury protection benefits may be brought at any time within one year after the most recent allowable expense, work loss, loss of service, or survivor's loss has been incurred. However, the **injured insured person** may not recover benefits for any portion of the loss incurred more than one year before the date on which the action was brought. A period of limitations applicable under this subsection, **b.**, to the commencement of an action and the recovery of benefits is tolled from the date of a specific claim for payment of benefits until the date **we** formally deny the claim. However, this tolling does not apply if the person claiming benefits fails to pursue the claim with reasonable diligence.

2. DUTIES AFTER AN ACCIDENT

We must be notified promptly of how, when and where the **motor vehicle accident** happened. Written notice must be given to **us**, indicating name and address of the claimant and indicate in ordinary language the name of the **injured insured person**, and the time, place and nature of the **injured insured person's** injury. Written notice may be given to **us** or **our** authorized agent by a person claiming to be entitled to benefits, or by someone on his or her behalf. **We** must receive the written notice within one year of the **motor vehicle accident**. Notice should include the names and addresses of any witnesses.

A person seeking coverage under this endorsement must:

- a.** cooperate with **us** in the investigation or settlement of any claim.
- b.** submit, at **our** expense and as often as **we** reasonably require, to physical or mental examinations by physicians **we** select.
- c.** authorize **us** to obtain:
 - (1)** medical reports;
 - (2)** statements of earnings; and
 - (3)** other pertinent records.
- d.** submit a written proof of claim and as a part of **our** investigation **we** may ask that the person seeking coverage under this endorsement submit to an examination under oath.

- e.** provide full details of the nature and extent of any injuries and the treatment received.
- f.** send **us** a copy of any summons and complaint, as soon as practicable, if **suit** is filed by or on behalf of an **injured insured person** or his or her surviving dependents against one who may be liable.

3. DUPLICATION OF BENEFITS

No one will be entitled to duplicate payments for the same elements of loss under this coverage regardless of the number of:

- a.** **motor vehicles** covered; or
- b.** insurers (including self-insurers) providing security in accordance with:
 - (1)** Chapter 31 of the Michigan Insurance Code; or
 - (2)** any other similar law.

If an **injured insured person** is entitled to recover allowable expenses under more than one policy, the maximum recovery will be the highest dollar limit provided under any one of the policies.

4. TERMINATION OF QUALIFIED HEALTH COVERAGE

If coverage for Allowable Expenses is:

- a.** not maintained as required by part 3107d of Chapter 31 of the Michigan Insurance Code and such person or persons required to have qualified health coverage cease to have qualified health coverage, within 30 days after the effective date of the termination of qualified health coverage, the **named insured** shall obtain coverage for Allowable Expenses. If the **named insured** has not obtained qualified health coverage or coverage for Allowable Expenses within 30 days, no coverage for Allowable Expenses will be provided. An **injured insured person** may be entitled to claim benefits under the Michigan Assigned Claims Plan in the event a **motor vehicle accident** occurs within such 30 days. However, under no circumstances will coverage for Allowable Expenses be provided under this policy to the person whose qualified health coverage has been terminated.
- b.** excluded by **SECTION II - PERSONAL INJURY PROTECTION, 2. EXCLUSIONS**, **j.** as allowed in part 3109a of Chapter 31 of the Michigan Insurance Code and if the person required to have qualified health coverage is no longer covered by the qualified health coverage, the **named insured** shall notify **us** or **our** authorized agent that such person is no longer eligible for the exclusion. Within 30 days after the effective date of the termination of the qualified health coverage, the **named insured** shall obtain appropriate coverage for Allowable Expenses for

such excluded person. If the **named insured** has not obtained qualified health coverage or coverage for Allowable Expenses within 30 days, no coverage for Allowable Expenses will be provided. An **injured insured person** may be entitled to claim benefits under the Michigan Assigned Claims Plan in the event a **motor vehicle accident** occurs within such 30 days. However, under no circumstances will coverage for Allowable Expenses be provided under this policy to the person whose qualified health coverage has been terminated.

SECTION IV - CONSTITUTIONALITY

The premium for the coverages and the limits of liability of the policy have been established in reliance upon the

provisions of Chapter 31 of the Michigan Insurance Code.

In the event a court of competent jurisdiction declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, **we** shall have the right to recompute the premium payable for the policy and revise the limits of liability. In addition, provisions of the policy that have been established in reliance upon Chapter 31 of the Michigan Insurance Code shall be voidable and shall revert to conform to applicable provisions of Chapter 31 at the time of the accident.

All other policy terms and conditions apply.

SECTION III - DAMAGE TO YOUR AUTOMOBILE AMENDATORY ENDORSEMENT

Automobile Policy

It is agreed:

1. Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE**, 1. **COVERAGES** a., b., c. and d. are deleted and replaced by the following:

1. COVERAGES

a. Fire Coverage

We will pay for direct physical damage to **your automobile** and its **equipment** caused by:

- (1) fire or lightning.
- (2) smoke or smudge because of a sudden, unusual or faulty operation of any fixed heating equipment where **your automobile** is stored.
- (3) windstorm, hail, earthquake, explosion, external discharge or leakage of water. **We** cover damage resulting from the stranding, sinking, burning, collision or derailment of any equipment being used to transport **your automobile** on land or water. **We** will also pay for general average and salvage charges for which **you** may be legally responsible.

b. Theft Coverage

We will pay for direct physical loss of or direct physical damage to **your automobile** and its **equipment** caused by theft, larceny, robbery or pilferage. **We** cover **your** loss when **you** are tricked into giving **your automobile** to another person.

c. Comprehensive Coverage

We will pay for direct physical loss of or direct physical damage to **your automobile** and its **equipment** from any cause except upset or collision with another object or with a vehicle to which it is attached.

We will also pay for:

- (1) glass breakage from any cause including upset or collision;
- (2) damage caused by missiles or falling objects; and
- (3) damage caused by collision with an animal or bird.

When a deductible is indicated in the Declarations for this coverage, **we** will reduce **our** payment by that amount.

d. Collision Coverage

We will pay for direct physical damage to **your automobile** and its **equipment** caused by accidental collision with another object or by accidental upset.

When a deductible is indicated in the Declarations for this coverage, **we** will reduce **our** payment by that amount. If **your automobile** is a **private passenger automobile**, the deductible does not always apply. The deductible shall not apply:

(1) in a collision with another **automobile**:

- (a) **we** insure and which **you** do not own, rent or have in **your** care, custody or control; or
- (b) whose owner or operator has been identified; and

- 1) is legally responsible for the entire amount of the damage; and
- 2) is covered by a **property damage** liability policy or bond

but only if the damage exceeds the deductible amount.

- (2) to **your** legally parked **private passenger automobile** in the event it is accidentally struck by another of **your private passenger automobiles**, provided

Collision Coverage applies to both such **automobiles**.

2. SECTION III - DAMAGE TO YOUR AUTOMOBILE, 2. EXCLUSIONS, is amended as follows:

a. the following exclusion is added:

any real or perceived reduction in market value of **your automobile** after it has been repaired as compared to the real or perceived market value of **your automobile** prior to such loss or damage.

b. exclusions a. and b. are deleted and replaced with the following:

a. loss of or damage to **your automobile** because of confiscation or destruction by any civil or governmental authorities because of illegal activities engaged in by:

(1) **you**; or

(2) a **relative**.

b. loss of or damage to **your automobile** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge.

All other policy terms and conditions apply.

PET MEDICAL COVERAGE

Automobile Policy

It is agreed:

1. The following definitions are added to **SECTION I - DEFINITIONS** as they apply to this endorsement only:

Pet means a cat or dog owned by **you** or a **relative**. **Pet's replacement cost** means the monetary cost incurred to replace a **pet**, that is deceased, with another cat or dog of similar kind and quality. This does not include any cost for:

- a. veterinary care or services for the new **pet**;
- b. training of the new **pet**; or
- c. any other expenses incurred after the initial purchase of the new **pet**.

2. The following is added to **SECTION III - DAMAGE TO YOUR AUTOMOBILE, 3. COVERAGE EXTENSIONS:**

Pet Medical Payments Coverage

If COLLISION applies to at least one of **your automobiles** and a **pet** is occupying:

- (1) **your automobile** while being used with **your** permission or the permission of a **relative**;
- (2) an **automobile** **you** or a **relative** does not own which is temporarily used as a substitute for **your automobile**. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction;
- (3) an **automobile** which **you** acquire if:
 - (a) it replaces **your automobile**. **You** must report the replacement **automobile** to **us** no later than:
 - 1) the expiration date; or
 - 2) 30 days after **you** take possession if the replacement **automobile** is acquired less than 30 days prior to the expiration date
 of the policy term during which the **automobile** was acquired.
 - (b) it is an additional **automobile**, provided **you**:
 - 1) report the additional **automobile** to **us** within 30 days after **you** take possession; and
 - 2) pay any required additional premiums.
- (4) an **automobile** not owned by or furnished or available for regular use to:
 - (a) **you**; or

- (b) anyone living with **you** who does not own an **automobile**; or
- (5) an **automobile** not used in an **automobile** garage, repair shop, sales agency, service station, or public parking business **you** own or operate then if a **pet** is injured, dies or requires necessary or veterinary recommended euthanasia as the result of the collision of such **automobile**, **we** will pay:

- (1) those reasonable and necessary medical expenses incurred for the:
 - (a) care;
 - (b) recovery; and
 - (c) necessary or veterinary recommended euthanasia of such **pet**.
- (2) the **pet's replacement cost** if a **pet** dies or requires necessary or veterinary recommended euthanasia.
- (3) for the **pet's** injury. The **pet's** injury must be discovered, treated and reported to **us** within 30 days of the **occurrence**. **We** will pay only those medical expenses or the new **pet's replacement cost** incurred within one year of the **occurrence**.

We also extend this coverage to **you**:

- (1) if **you** are a partnership or joint venture, **your** members, **your** partners and their spouses;
- (2) if **you** are a limited liability company, **your** members;
- (3) if **you** are an organization other than a partnership, joint venture or limited liability company, **your** executive officers; or
- (4) if **you** are a trust, **your** trustees.

Pet Medical Payments does not apply to injury or death of a **pet**:

- (1) resulting from or arising out of an intentional act of **you** or a **relative**.
- (2) while occupying any **automobile**:
 - (a) preparing for;
 - (b) practicing for; or
 - (c) participating in any prearranged racing, speed or demolition contest.
- (3) resulting from or arising out of war, whether declared or not declared, insurrection or any of the

consequences.

(4) while occupying an **automobile** located for use as a residence or premises.

For any one **pet**, in any one **occurrence**, **we** will not pay more than \$750 or the amount shown in the Declarations, whichever is higher, for medical expenses and the **pet's replacement cost** combined.

For two or more **pets**, in any one **occurrence**, **we** will not pay more than \$1500 or the amount shown in the Declarations, whichever is higher, for all of the **pet's** medical expenses and the **pet's replacement cost** combined.

No deductible applies.

The amount **we** pay shall not be increased because of the number of:

(1) **automobiles** shown or premiums charged in the Declarations;

(2) claims made or **suits** brought; or
(3) **automobiles** involved in the **occurrence**.

If **we** make a payment under this endorsement and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and shall do nothing to prejudice it.

At **our** request **you** or a **relative** must authorize **us** to obtain veterinary and other records which pertain to the **pet's** injury. **You** must allow the **pet**, at **our** expense, to be examined by veterinarians **we** select as often as **we** may reasonably require.

All other policy terms and conditions apply.

Michigan
UNINSURED MOTORIST COVERAGE
Automobile Policy

It is agreed:

1. DEFINITIONS

For purposes of this endorsement only the following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

- a. **Digital network** means any online-enabled application, software, website or system offered or utilized by a **transportation network company** that enables prearrangement of rides with transportation network company drivers.
- b. **Occupying** means being in or on an **automobile** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **automobile**.
- c. **Personal vehicle sharing program** means a legal entity engaged in the business of facilitating the sharing of an **automobile** by individuals under any contract or agreement.
- d. **Prearranged ride** means the furnishing of transportation by a driver to a requesting passenger, beginning when a driver accepts a ride requested by a passenger through a **digital network** controlled by a **transportation network company**, continuing while the driver transports a requesting passenger and ending when the requesting passenger departs from the **automobile**.
- e. **Transportation network company** means an entity that uses a **digital network** to connect passengers to transportation network company drivers.
- f. **Uninsured automobile:**
 - (1) means an **automobile**:
 - (a) to which no **bodily injury** liability bond or liability insurance policy applies:
 - 1) at the time of the **occurrence**; and
 - 2) in at least the minimum amounts required by the Financial Responsibility Law in the state where **your automobile** is normally garaged.
 - (b) insured by a company that becomes insolvent;
 - (c) insured by a company that has issued a successful written denial of coverage; or

(d) that is a hit and run **automobile**. By this **we** mean an **automobile**:

- 1) that causes **bodily injury** by actual physical contact with the injured person or the **automobile** the injured person is **occupying**; and
- 2) whose owner or operator is unknown.

An **occurrence** involving a hit and run **automobile** must be reported to the police within 24 hours of when it takes place.

(2) does not include an **automobile**:

- (a) owned or leased by, furnished to or available for regular use of **you** or anyone living with **you**;
- (b) owned or operated by a self-insurer under any **automobile** law;
- (c) owned by any governmental unit or agency;
- (d) located for use as a residence or premises;
- (e) that is designed for use primarily off public roads except while actually on public roads; or
- (f) that is an underinsured **automobile**. An underinsured **automobile** is an **automobile** to which a **bodily injury** liability bond or liability insurance policy applies at the time of the **occurrence**:
 - 1) in at least the minimum amounts required by the Financial Responsibility Law in the state where **your automobile** is normally garaged; and
 - 2) in which the limits of liability are less than the amount of damages the injured person is legally entitled to recover for **bodily injury**.

2. COVERAGE

- a. **We** will pay compensatory damages, including but not limited to loss of consortium, any person is legally entitled to recover from the owner or operator of an **uninsured automobile** because

of **bodily injury** sustained by an injured person while **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy.

- b.** This coverage is extended to **you**, if an individual, as follows:
 - (1)** **We** will pay compensatory damages, including but not limited to loss of consortium, **you** are legally entitled to recover from the owner or operator of an **uninsured automobile** because of **bodily injury** **you** sustain:
 - (a)** when **you** are not **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy; or
 - (b)** while **occupying** an **automobile** **you** do not own which is not covered by **SECTION II - LIABILITY COVERAGE** of the policy.
 - (2)** The coverage extended in **2. COVERAGE b.(1)**, is also extended to a **relative** who does not own an **automobile**.
- c.** The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **uninsured automobile**.
- d.** Whether an injured person is legally entitled to recover compensatory damages, including but not limited to loss of consortium, and the amount of such damages shall be determined by agreement between the injured person and **us**. If no agreement can be reached, the injured person may file **suit** against **us** within the applicable statute of limitations applying to **bodily injury** claims in the state in which the accident occurred in order to have the dispute settled by a court having jurisdiction. **We** will not be bound by any judgments for damages obtained or settlements made without **our** written consent.

3. EXCLUSIONS

Uninsured Motorist Coverage does not apply to:

- a.** punitive or exemplary damages.
- b.** any person injured while **occupying** or injured by any **automobile** which is owned or leased by such person injured if such **automobile**:
 - (1)** is designed primarily for use on public roads;
 - (2)** is required to be registered and licensed prior to its use on public roads; and
 - (3)** is not insured for Uninsured Motorist Coverage by the policy;
- c.** any person who settles a **bodily injury** claim without **our** written consent.

- d.** directly or indirectly benefit an insurer or self-insurer under any workers compensation law or disability benefits law.
- e.** the extent the same elements of damages are paid or payable under the Michigan No-Fault law.
- f.** any person injured while **occupying** or injured by **your automobile** while:
 - (1)** used to transport persons or property for compensation or a fee;
 - (2)** hired by or rented to others for compensation or a fee;
 - (3)** available for hire by the public for compensation or a fee; or
 - (4)** being used by a driver who is logged in to a **transportation network company's digital network**.

This exclusion **f.(1)-(4)** does not apply:

- (a)** to car pooling on a share the expense basis;
- (b)** while using an **automobile** for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received; or
- (c)** when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **automobile** and the driver has not accepted a **prearranged ride**.
- g.** any person whose injury arises out of the ownership, maintenance or use of **your automobile** while:
 - (1)** enrolled in an electronic or written **personal vehicle sharing program**; and
 - (2)** being used in connection with such **personal vehicle sharing program**.

If **you** are an individual this exclusion does not apply to **you** or any **relative** while using such **automobile**.

4. LIMIT OF LIABILITY

We will pay compensatory damages, including but not limited to loss of consortium, because of **bodily injury** up to the Limit of Liability stated in the Declarations as follows:

- a.** The limit stated for "each person" is the amount of coverage and the most **we** will pay, subject to **4.b.** below, for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to one person in any one **occurrence**.
- b.** The limit stated for "each occurrence" is the total amount of coverage and the most **we** will pay, subject to **4.a.** above, for all compensatory

damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to two or more persons in any one **occurrence**.

c. The Limit of Liability is not increased because of the number of:

- (1) **automobiles** shown or premiums charged in the Declarations;
- (2) claims made or **suits** brought;
- (3) persons injured; or
- (4) **automobiles** involved in the **occurrence**.

d. The amount **we** pay will be reduced by any amounts paid or payable for the same **bodily injury**:

- (1) under **SECTION II - LIABILITY COVERAGE** of the policy;
- (2) under any workers compensation or similar law; or
- (3) by or on behalf of any person or organization who may be legally responsible for the **bodily injury**.

5. OTHER UNINSURED MOTORIST INSURANCE

If there is other Uninsured Motorist Coverage which applies, **we** will pay **our** share of the compensatory damages, including but not limited to loss of consortium. **Our** share will be the ratio of **our** limit of liability to the total of all limits which apply. Total damages payable for one **occurrence** shall be considered not to exceed the limit of liability of the applicable policy that has the highest limit of liability. The coverage extended to **automobiles you** do not own will be excess over any other insurance available to **you**.

6. CONDITIONS

For purposes of this endorsement only the following conditions apply in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

a. **TIME LIMITATION FOR ACTION AGAINST US**
Any person seeking Uninsured Motorist Coverage must:

- (1) present a claim for compensatory damages, including but not limited to loss of consortium, according to the terms and conditions of the policy; and
- (2) conform with any applicable statute of limitations applying to **bodily injury** claims in the state in which the accident occurred.

b. **ARBITRATION**

- (1) If **we** and a person entitled to Uninsured Motorist Coverage under this endorsement do not agree:
 - (a) that the person is entitled to recover compensatory damages, including but not limited to loss of consortium; or
 - (b) to the amount of those damages the matter may be arbitrated provided both **we** and the injured person agree to arbitration. If so, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, either may request that a judge of a court having jurisdiction make the selection.
- (2) Each party will pay its own arbitrator and share equally all other expenses of arbitration.
- (3) Arbitration will take place in the county and state in which the person entitled to coverage lives. Local rules of procedure and evidence will apply.
- (4) A decision by any two of the arbitrators will be binding and may be enforced by either party in a court of competent jurisdiction.

All other policy terms and conditions apply.

Michigan
UNDERINSURED MOTORIST COVERAGE
Automobile Policy

It is agreed:

1. DEFINITIONS

For purposes of this endorsement only the following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

- a. **Digital network** means any online-enabled application, software, website or system offered or utilized by a **transportation network company** that enables prearrangement of rides with transportation network company drivers.
- b. **Occupying** means being in or on an **automobile** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **automobile**.
- c. **Personal vehicle sharing program** means a legal entity engaged in the business of facilitating the sharing of an **automobile** by individuals under any contract or agreement.
- d. **Pearranged ride** means the furnishing of transportation by a driver to a requesting passenger, beginning when a driver accepts a ride requested by a passenger through a **digital network** controlled by a **transportation network company**, continuing while the driver transports a requesting passenger and ending when the requesting passenger departs from the **automobile**.
- e. **Transportation network company** means an entity that uses a **digital network** to connect passengers to transportation network company drivers.
- f. **Underinsured automobile:**
 - (1) means an **automobile** to which a **bodily injury** liability bond or liability insurance policy applies at the time of the **occurrence**:
 - (a) in at least the minimum amounts required by the Financial Responsibility Law in the state where **your automobile** is normally garaged; and
 - (b) in which the limits of liability are less than the amount of damages the injured person is legally entitled to recover for **bodily injury**.
 - (2) does not include an **automobile**:

- (a) owned or leased by, furnished to or available for regular use of **you** or anyone living with **you**;
- (b) owned or operated by a self-insurer under any **automobile** law;
- (c) owned by any governmental unit or agency;
- (d) located for use as a residence or premises;
- (e) that is designed for use primarily off public roads except while actually on public roads; or
- (f) that is an uninsured **automobile**.
Uninsured **automobile** means an **automobile**:
 - 1) to which no **bodily injury** liability bond or liability insurance policy applies:
 - a) at the time of the **occurrence**; and
 - b) in at least the minimum amounts required by the Financial Responsibility Law in the state where **your automobile** is normally garaged;
 - 2) insured by a company that becomes insolvent;
 - 3) insured by a company that has issued a successful written denial of coverage; or
 - 4) that is a hit and run **automobile**. By this **we** mean an **automobile**:
 - a) that causes **bodily injury** by actual physical contact with the injured person or the **automobile** the injured person is **occupying**; and
 - b) whose owner or operator is unknown.

2. COVERAGE

- a. **We** will pay compensatory damages, including but not limited to loss of consortium, any person

is legally entitled to recover from the owner or operator of an **underinsured automobile** because of **bodily injury** sustained by an injured person while **occupying an automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy.

- b.** This coverage is extended to **you**, if an individual, as follows:
 - (1)** **We** will pay compensatory damages, including but not limited to loss of consortium, **you** are legally entitled to recover from the owner or operator of an **underinsured automobile** because of **bodily injury** **you** sustain:
 - (a)** when **you** are not **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy; or
 - (b)** while **occupying** an **automobile** **you** do not own which is not covered by **SECTION II - LIABILITY COVERAGE** of the policy.
 - (2)** The coverage extended in **2. COVERAGE b.(1)** is also extended to a **relative** who does not own an **automobile**.
- c.** The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **underinsured automobile**.
- d.** Whether an injured person is legally entitled to recover compensatory damages, including but not limited to loss of consortium, and the amount of such damages shall be determined by agreement between the injured person and **us**. If no agreement can be reached, the injured person may file **suit** against **us** within the applicable statute of limitations applying to **bodily injury** claims in the state in which the accident occurred in order to have the dispute settled by a court having jurisdiction. **We** will not be bound by any judgments for damages obtained or settlements made without **our** written consent.

3. EXCLUSIONS

Underinsured Motorist Coverage does not apply to:

- a.** punitive or exemplary damages.
- b.** any person injured while **occupying** or injured by any **automobile** which is owned or leased by such person injured if such **automobile**:
 - (1)** is designed primarily for use on public roads;
 - (2)** is required to be registered and licensed prior to its use on public roads; and
 - (3)** is not insured for Underinsured Motorist Coverage by the policy.

- c.** any person who settles a **bodily injury** claim without **our** written consent.
- d.** directly or indirectly benefit an insurer or self-insurer under any workers compensation law or disability benefits law.
- e.** the extent the same elements of damages are paid or payable under the Michigan No-Fault law.
- f.** any person injured while **occupying** or injured by **your automobile** while:
 - (1)** used to transport persons or property for compensation or a fee;
 - (2)** hired by or rented to others for compensation or a fee;
 - (3)** available for hire by the public for compensation of a fee; or
 - (4)** being used by a driver who is logged in to a **transportation network company's digital network**.

This exclusion **f.(1)-(4)** does not apply:

- (a)** to car pooling on a share the expense basis;
- (b)** while using an **automobile** for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received; or
- (c)** when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **automobile** and the driver has not accepted a **prearranged ride**.

- g.** any person whose injury arises out of the ownership, maintenance or use of **your automobile** while:
 - (1)** enrolled in an electronic or written **personal vehicle sharing program**; and
 - (2)** being used in connection with such **personal vehicle sharing program**.

If **you** are an individual this exclusion does not apply to **you** or any **relative** while using such **automobile**.

4. LIMIT OF LIABILITY

- a.** Our Limit of Liability for Underinsured Motorist Coverage shall not exceed the lowest of:
 - (1)** the amount by which the Underinsured Motorist Coverage limits stated in the Declarations exceed the total limits of all **bodily injury** liability bonds and policies available to the owner or operator of the **underinsured automobile**; or
 - (2)** the amount by which compensatory damages, including but not limited to loss of consortium, because of **bodily injury** exceed the total limits of those **bodily injury** liability bonds and policies.

- b. The Limit of Liability is not increased because of the number of:
 - (1) **automobiles** shown or premiums charged in the Declarations;
 - (2) claims made or **suits** brought;
 - (3) persons injured; or
 - (4) **automobiles** involved in the **occurrence**.
- c. The amount **we** pay will be reduced by any amounts paid or payable for the same **bodily injury**:
 - (1) under **SECTION II - LIABILITY COVERAGE** of the policy;
 - (2) under any workers compensation or similar law; or
 - (3) by or on behalf of any person or organization who may be legally responsible for the **bodily injury**.

5. OTHER UNDERINSURED MOTORIST INSURANCE

If there is other Underinsured Motorist Coverage which applies, **we** will pay **our** share of the compensatory damages, including but not limited to loss of consortium. **Our** share will be the ratio of **our** limit of liability to the total of all limits which apply. Total damages payable for one **occurrence** shall be considered not to exceed the limit of liability of the applicable policy that has the highest limit of liability.

The coverage extended to **automobiles you** do not own will be excess over any other insurance available to **you**.

6. CONDITIONS

For purposes of this endorsement only the following conditions apply in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

- a. **TIME LIMITATION FOR ACTION AGAINST US**
Any person seeking Underinsured Motorist Coverage must:
 - (1) present a claim for compensatory damages, including but not limited to loss of consortium, according to the terms and conditions of the policy; and
 - (2) conform with any applicable statute of limitations applying to **bodily injury** claims in the state in which the accident occurred.
- b. **ARBITRATION**
 - (1) If **we** and a person entitled to Underinsured Motorist Coverage under this endorsement do not agree:
 - (a) that the person is entitled to recover compensatory damages, including but not limited to loss of consortium; or
 - (b) to the amount of those damages the matter may be arbitrated provided both **we** and the injured person agree to arbitration. If so, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that a judge of a court having jurisdiction make the selection.
 - (2) Each party will pay its own arbitrator and share equally all other expenses of arbitration.
 - (3) Arbitration will take place in the county and state in which the person entitled to coverage lives. Local rules of procedure and evidence will apply.
 - (4) A decision by any two of the arbitrators will be binding and may be enforced by either party in a court of competent jurisdiction.

All other policy terms and conditions apply.

Michigan
PROPERTY PROTECTION COVERAGE

SECTION I - DEFINITIONS

The following definitions apply to this endorsement. The definitions contained in the policy do not apply to the coverage provided by this endorsement.

1. **Commercial quadricycle** means a vehicle to which all of the following apply:
 - a. The vehicle has fully operative pedals for propulsion entirely by human power;
 - b. The vehicle has at least 4 wheels and is operated in a manner similar to a bicycle;
 - c. The vehicle has at least 6 seats for passengers;
 - d. The vehicle is designed to be occupied by a driver and powered either by passengers providing pedal power to the drive train of the vehicle or by a motor capable of propelling the vehicle in the absence of human power;
 - e. The vehicle is used for commercial purposes; and
 - f. The vehicle is operated by the owner of the vehicle or an employee of the owner of the vehicle.
2. **Digital network** means any online-enabled application, software, website or system offered or utilized by a **transportation network company** that enables the prearrangement of rides with **transportation network company** drivers.
3. **Golf cart** means a vehicle designed for transportation while playing the game of golf.
4. **Insured motor vehicle** means a **motor vehicle** with respect to which:
 - a. the **property damage** liability insurance of the policy applies and for which a specific premium is charged; and
 - b. the **named insured** is required to maintain security under Chapter 31 of the Michigan Insurance Code.
5. **Motorcycle** means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than 3 wheels in contact with the ground, which is equipped with a motor that exceeds 50 cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground. **Motorcycle** does not include a moped, as defined in section 32b of the Michigan vehicle code, Act No. 300 of the Public Acts of 1949, being section 257.32b of the Michigan Compiled Laws. **Motorcycle** does not include an **ORV**.

6. **Motor vehicle** means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than 2 wheels. **Motor vehicle** does not include a **motorcycle** or a moped, as defined in section 32b of Act No. 300 of the Public Acts of 1949, being section 257.32b of the Michigan Compiled Laws. **Motor vehicle** does not include a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan vehicle code pursuant to section 216 of the Michigan vehicle code, Act No. 300 of the Public Acts of 1949, being section 257.216 of the Michigan Compiled Laws. **Motor vehicle** does not include an **ORV**. **Motor vehicle** does not include a **power-driven mobility device**, a **commercial quadricycle** or **golf carts**.
7. **Motor vehicle accident** means a loss involving the ownership, operation, maintenance, or use of a **motor vehicle** as a **motor vehicle** regardless of whether the accident also involves the ownership, operation, maintenance, or use of a **motorcycle** as a **motorcycle**.
8. **Named insured** means the person(s) or organization(s) identified as an insured in the Declarations.
9. **ORV** means a motor-driven recreation vehicle designed for off-road use and capable of cross-country travel without benefit of road or trail, on or immediately over land, snow, ice, marsh, swampland, or other natural terrain. **ORV** includes, but is not limited to, a multitrack or multi-wheel drive vehicle, a **motorcycle** or related 2-wheel, 3-wheel, or 4-wheel vehicle, an amphibious machine, a ground effect air cushion vehicle, an ATV as defined in section 81101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.81101, or other means of transportation deriving motive power from a source other than muscle or wind. **ORV** does not include a vehicle described in this subdivision that is registered for use upon a public highway and has the security described in section 3101 or 3103 in effect.
10. **Owner** means any of the following:
 - a. A person renting a **motor vehicle** or having the use of a **motor vehicle**, under a lease or otherwise, for a period that is greater than 30 days.

- b. A person who holds the legal title to a **motor vehicle** or **motorcycle**, other than a person engaged in the business of leasing **motor vehicles** or **motorcycles** who is the lessor of a **motor vehicle** or **motorcycle** pursuant to a lease providing for the use of the **motor vehicle** or **motorcycle** by the lessee for a period that is greater than 30 days.
- c. A person who has the immediate right of possession of a **motor vehicle** or **motorcycle** under an installment sales contract.
- d. A person renting a **motorcycle** or having the use of a **motorcycle** under a lease for a period that is greater than 30 days, or otherwise for a period that is greater than 30 consecutive days. A person who borrows a **motorcycle** for a period that is less than 30 consecutive days with the consent of the owner is not an owner under this subparagraph.

11. **Power-driven mobility device** means a wheelchair or other mobility device powered by a battery, fuel, or other engine and designed to be used by an individual with a mobility disability for the purpose of locomotion.

12. **Personal vehicle sharing program** means a legal entity engaged in the business of facilitating the sharing of a **motor vehicle** by individuals under any contract or agreement.

13. **Prearranged ride** means the furnishing of transportation by a driver to a requesting passenger, beginning when a driver accepts a ride requested by a passenger through a **digital network** controlled by a **transportation network company**, continuing while the driver transports a requesting passenger and ending when the requesting passenger departs from the **motor vehicle**.

14. **Property damage** means damage to tangible property including loss of use of such tangible property.

15. **Relative** means:

- a. The **named insured's** spouse; and
- b. Any other person who is domiciled with the **named insured** and related to either the **named insured** or his or her spouse by blood, marriage, or adoption.

Relative includes a ward or foster child who is domiciled with the **named insured**.

16. **Suit** means a civil court proceeding in which damages because of **property damage** to which this insurance applies are alleged.

17. **Transportation network company** means an entity that uses a **digital network** to connect passengers to transportation network company drivers.

18. **We, us, and our** means the Company providing this insurance.

SECTION II - PROPERTY PROTECTION INSURANCE

1. COVERAGE

We will pay property protection insurance benefits for accidental damage to tangible property consisting of physical injury to or destruction of the property, including loss of use of the injured or destroyed property, which arises out of the ownership, operation, maintenance, or use of:

- a. an **insured motor vehicle** as a **motor vehicle**; or
- b. a **motor vehicle** operated by the **named insured** or a **relative**:
 - (1) that is not owned by the **named insured** or a **relative**;
 - (2) to which the Property Damage Liability Coverage of the policy applies; and
 - (3) for which the security required by Chapter 31 of the Michigan Insurance Code was not in effect.

2. EXCLUSIONS

Property protection insurance benefits do not apply to:

- a. damage to vehicles and their contents, including trailers, operated or designed for operation upon a public highway by power other than muscular power. This exclusion does not apply when the vehicle is parked in a manner as not to cause unreasonable risk of the damage which occurred.
- b. damage to property owned by the **named insured** or a **relative**, if that person or entity is the **owner**, registrant, or operator of the **motor vehicle** involved in the **motor vehicle accident**.
- c. **property damage** arising from **motor vehicle accidents** occurring outside the State of Michigan.
- d. **property damage** caused intentionally by the owner of the property.
- e. **property damage** to an **insured motor vehicle** or its contents.
- f. **property damage** to any property, while any **insured motor vehicle** is temporarily or permanently located as a residence or premises.
- g. **property damage** to utility transmission lines, wires, or cables arising from the failure of a municipality, utility company, or cable television company to comply with the requirements of section 247.186 of the Michigan Compiled Laws.
- h. **property damage** to tangible property that occurs within the course of a business of repairing, servicing, or otherwise maintaining **motor vehicles**.
- i. **property damage** to any property, while a **motor vehicle** covered by this policy is:

- (1) used to transport persons or property for compensation or a fee;
- (2) hired by or rented to others for compensation or a fee;
- (3) available for hire by the public for compensation or a fee; or
- (4) being used by a driver who is logged in to a **transportation network company's digital network**.

This exclusion i.(1)-(4) does not apply:

- (a) to car pooling on a share the expense basis;
- (b) while using a **motor vehicle** for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received; or
- (c) when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **motor vehicle** and the driver has not accepted a **prearranged ride**.

- j. **property damage** arising out of the ownership, operation, maintenance or use of a **motor vehicle** which occurs while:
 - (1) enrolled in an electronic or written **personal vehicle sharing program**; and
 - (2) being used in connection with such **personal vehicle sharing program**.

If a **named insured** is an individual this exclusion does not apply to the **named insured** or a **relative** while using such **motor vehicle**.

3. LIMIT OF LIABILITY

Our Limit of Liability for damages to all tangible property, including loss of use, arising from any one **motor vehicle accident** shall not exceed \$1,000,000. In no event shall **we** pay more than the:

- a. reasonable repair costs for damaged property; or
- b. replacement cost less depreciation for damaged property.

SECTION III - CONDITIONS

1. LEGAL ACTION AGAINST US

No legal action may be brought against **us** until there has been full compliance with the terms of this endorsement.

An action for property protection insurance benefits shall not be commenced later than one year after the accident.

2. DUTIES AFTER AN ACCIDENT

We must be notified promptly of how, when and where the **motor vehicle accident** happened. Written notice must be given to **us**, indicating name and address of the claimant. Written notice may be given to **us** or **our** authorized agent by a person

claiming to be entitled to benefits, or by someone on his or her behalf. **We** must receive the written notice within one year of the **motor vehicle accident**. Notice should include the names and addresses of any witnesses.

A person seeking coverage under this endorsement must:

- a. cooperate with **us** in the investigation or settlement of any claim.
- b. submit a written proof of claim and as a part of **our** investigation **we** may ask that the person seeking coverage under this endorsement submit to an examination under oath.
- c. take reasonable steps after a loss, at our expense, to protect the damaged property. Any loss due to failure to protect the property will not be paid under this insurance.
- d. permit **us** to inspect and appraise the damaged property before its repair or disposal.
- e. submit proof of the loss when required by **us**.

3. DUPLICATION OF BENEFITS

No one will be entitled to duplicate payments for the same elements of loss under this coverage regardless of the number of:

- a. **motor vehicles** covered; or
- b. insurers (including self-insurers) providing security in accordance with:
 - (1) Chapter 31 of the Michigan Insurance Code; or
 - (2) any other similar law.

4. DEFENSE OF SUITS

- a. If **suit** is filed or claim is made arising out of the ownership, maintenance, or use of a **motor vehicle** as a **motor vehicle** which results in damage to tangible property for which the **owner**, registrant, or operator has no liability under section 3135 of Chapter 31 of the Michigan Insurance Code and involves the use:
 - (1) of an **insured motor vehicle**; or
 - (2) by the **named insured or relative** of any other **motor vehicle** and the use of that **motor vehicle** would otherwise be covered under the **property damage** liability insurance of this policy

we will defend the **named insured, relative, owner**, or operator of the **insured motor vehicle** or the **named insured or relative** operating any other **motor vehicle** at **our** expense.

- b. This condition does not apply to:

- (1) damage intentionally caused to property. Even though a person knows that harm to persons or property is substantially certain to be caused by his or her act or omission, the person does not cause or suffer such harm intentionally if he or she acts or

refrains from acting for the purpose of averting injury to any person, including himself or herself, or for the purpose of averting damage to tangible property; or

(2) damage to property owned by the **named insured** or a **relative**, if that person is the **owner**, registrant, or operator of the **motor vehicle** involved in the **motor vehicle accident**; or

(3) damage to an **insured motor vehicle** or its contents.

SECTION IV - CONSTITUTIONALITY

The premium for the coverages and the limits of liability of the policy have been established in reliance upon the

provisions of Chapter 31 of the Michigan Insurance Code.

In the event a court of competent jurisdiction declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, **we** shall have the right to recompute the premium payable for the policy and revise the limits of liability. In addition, provisions of the policy that have been established in reliance upon Chapter 31 of the Michigan Insurance Code shall be voidable and shall revert to conform to applicable provisions of Chapter 31 at the time of the accident.

All other policy terms and conditions apply.

LIMITED TRANSPORTATION NETWORK COMPANY DRIVER COVERAGE

Automobile Policy

It is agreed:

1. DEFINITIONS

The following definitions apply in addition to those contained in **SECTION I – DEFINITIONS** of the policy.

- a. Digital network** means any online-enabled application, software, website or system offered or utilized by a **transportation network company** that enables the prearrangement of rides with transportation network company drivers.
- b. Prearranged ride** means the provision of transportation by a driver to a requesting passenger, beginning when a driver accepts a ride requested by a passenger through a **digital network** controlled by a **transportation network company**, continuing while the driver transports a requesting passenger and ending when the requesting passenger departs from the **automobile**.
- c. Transportation network company** means an entity that uses a **digital network** to connect passengers to transportation network company drivers.

2. Under SECTION II – LIABILITY COVERAGE, 2. EXCLUSIONS, c. is deleted and replaced by the following exclusion.

- c. to any automobile** while:
 - (1) used as a public or livery conveyance for a fee;
 - (2) hired by or rented to others for a fee;
 - (3) available for hire by the public for a fee; or
 - (4) being used by a driver who is logged in to a **transportation network company's digital network** and is involved in an accident with such **automobile**.

This exclusion c.(1)-(4) does not apply:

- (a) to car pooling on a share the expense basis;
- (b) to the use of any **automobile** for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received; or
- (c) while a driver is logged in to a **transportation network company's digital network** and has not accepted a **prearranged ride**.

This exception **(c)**, applies only when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **automobile**.

3. SECTION III - DAMAGE TO YOUR AUTOMOBILE, is amended.

- a. Under 2. EXCLUSIONS**, the following exclusion is added:

any **automobile** while:

 - (1) used as a public or livery conveyance for a fee;
 - (2) hired by or rented to others for a fee;
 - (3) available for hire by the public for a fee; or
 - (4) being used by a driver who is logged in to a **transportation network company's digital network** and is involved in an accident with such **automobile**.

This exclusion a.(1)-(4) does not apply:

- (a)** to car pooling on a share the expense basis;
- (b)** to the use of any **automobile** for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received; or
- (c)** while a driver is logged in to a **transportation network company's digital network** and has not accepted a **prearranged ride**.

This exception **(c)**, applies only when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **automobile**.

- b. Under 3. COVERAGE EXTENSIONS**, the following extension is added:

Excess Comprehensive and Collision Coverage

We will extend the Comprehensive and Collision Coverage that apply to **your automobile** and its **equipment** when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **automobile** while a driver is logged in to a **transportation network company's digital network** and has accepted a **prearranged ride**.

The coverage afforded by this extension shall be excess of any other **transportation network company** physical damage coverage. However, when such other **transportation network company** physical damage coverage is subject to a

deductible greater than the deductible which applies to this coverage, **we** will pay the difference between the two deductibles.

All other policy terms and conditions apply.

PRESERVE OUR RIGHT TO RECOVER PAYMENTS

Automobile Policy

It is agreed:

SECTION V – WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS, 3. PRESERVE OUR RIGHT TO RECOVER PAYMENTS is amended. The following condition is added.

If the claim paid is less than the agreed loss because of any deductible or other limiting terms, the recovery is

prorated between **you** and **us** based on the interest of each in the loss. This condition only applies if **we** pay for a loss and then payment is made by those responsible for the loss.

All other policy terms and conditions apply.

FINANCIAL RESPONSIBILITY AND COMPULSORY INSURANCE LAWS AMENDATORY

Automobile Policy

It is agreed:

SECTION II – LIABILITY COVERAGE is amended. **5. FINANCIAL RESPONSIBILITY AND COMPULSORY INSURANCE LAWS** is deleted and replaced by the following provision.

5. FINANCIAL RESPONSIBILITY AND COMPULSORY INSURANCE LAWS

While **your automobile** is subject to the laws of another state or Canada, **we** will:

- a. increase the limit of liability for **bodily injury** or **property damage** to comply with the minimum requirements of a financial responsibility or compulsory insurance law of the jurisdiction where **your automobile** is being operated; and

- b. provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where **your automobile** is being used.

This provision does not apply to any limits required by any law governing motor carriers of property or passengers.

We will not duplicate payments available under this or any other insurance for the same elements of loss.

All other policy terms and conditions apply.

Home-Owners Insurance Company

79275 (6-92)Y

Michigan
PROPERTY DAMAGE LIABILITY LIMITATION

It is agreed:

SECTION II - LIABILITY COVERAGE does not apply to **property damage** for which **you** become legally responsible because of or arising out of the ownership, maintenance, or use of **your automobile** as an **automobile** within the State of Michigan

As used in this endorsement, **automobile** means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than 2 wheels. **Automobile** does not include a motorcycle or a moped, as defined in section 32b of Act No. 300 of the Public Acts of 1949, being section 257.32b of the Michigan Compiled Laws. **Automobile** does not include a farm tractor or other implement of husbandry that is not subject to the registration requirements of the Michigan vehicle code pursuant to section 216 of the Michigan vehicle code, Act No. 300 of the Public Acts of 1949, being section 257.216 of the Michigan Compiled Laws.

All other policy terms and conditions apply.

79275 (6-92)Y

Page 1 of 1

Home-Owners Insurance Company

89023 (7-06)Y

AIR BAG REPLACEMENT COVERAGE ENDORSEMENT
Automobile Policy

It is agreed:

Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE, 3. COVERAGE EXTENSIONS**, the following coverage extension is added:

Air Bag Replacement Coverage

If **your automobile** is a **private passenger automobile**, **we** will extend the Comprehensive Coverage that applies to **your automobile** for the replacement of the air bag when it inflates without **your automobile** having been involved in a Comprehensive or Collision loss.

All other policy terms and conditions apply.

89023 (7-06)Y

Page 1 of 1

AMENDATORY ENDORSEMENT

SECTION II - LIABILITY COVERAGE

Automobile Policy

It is agreed:

Under **SECTION II - LIABILITY COVERAGE, 2. EXCLUSIONS**, **i.** is deleted and replaced by the following:

- i.** to any person or organization for damage to property or an **automobile** owned by, rented to or in the care, custody or control of that person or organization. This exclusion does not apply to **property damage** to a residence or private garage, caused by a **private passenger automobile**, when the residence or private garage is rented to or is in the care, custody or control of that person or organization.

All other policy terms and conditions apply.

PERSONAL VEHICLE SHARING PROGRAM EXCLUSION

Automobile Policy

It is agreed:

1. DEFINITIONS

The following definition applies in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

Personal vehicle sharing program means a legal entity engaged in the business of facilitating the sharing of an **automobile** by individuals.

2. SECTION II – LIABILITY COVERAGE, 2. EXCLUSIONS is amended. The following EXCLUSION is added.

We do not provide Liability Coverage for the ownership, maintenance or use of **your automobile** (that is not a **trailer**) while:

- a.** enrolled in an electronic or written **personal vehicle sharing program** agreement; and
- b.** being used in connection with such **personal vehicle sharing program**.

If **you** are an individual this exclusion does not apply to **you** or any **relative** while using such **automobile**.

3. SECTION III – DAMAGE TO YOUR AUTOMOBILE, 2. EXCLUSIONS is amended. The following EXCLUSION is added.

Loss to **your automobile** (that is not a **trailer**) which occurs while:

- a.** enrolled in an electronic or written **personal vehicle sharing program** agreement; and
- b.** being used in connection with such **personal vehicle sharing program**.

If **you** are an individual this exclusion does not apply to **you** or any **relative** while using such **automobile**.

All other policy terms and conditions apply.

COMMON LOSS DEDUCTIBLE

Automobile Policy

It is agreed:

SECTION III – DAMAGE TO YOUR AUTOMOBILE is amended. The following provision is added.

1. If **you** have a Homeowners or Mobile Homeowners policy with **us** or a company affiliated with **us** and there is a covered loss under **your** Homeowners or Mobile Homeowners policy and:
 - a. this policy; or
 - b. a **relative's** Automobile policy insured with **us** or a company affiliated with **us**, that includes the endorsement entitled Common Loss Deductible then, at **your** option, the **automobile** deductible applicable to the loss will be reduced by the amount of the Homeowners or Mobile Homeowners policy deductible. In the event that more than one **automobile** deductible provision applies to the same

covered loss, with **your** permission, **we** will use the deductible that benefits **you** the most.

2. However:
 - a. the covered losses must result from a single **occurrence** and **you** must file a claim on each of the covered losses.
 - b. the amount of loss under each policy must exceed the applicable deductible and result in a paid loss.
 - c. in no event will the amount of such reduction exceed the amount of the applicable **automobile** deductible.
 - d. this provision only applies to one **automobile** deductible per household.

All other policy terms and conditions apply.

WAIVER OF GLASS DEDUCTIBLE FOR REPAIR

Automobile Policy

It is agreed:

Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE, 1. COVERAGES, c. Comprehensive Coverage**, the following provision is added:

A deductible stated in the Declarations for Comprehensive Coverage does not apply to the repair of safety or laminated glass contained within the windshield, rear window, a door window or any other side window of **your automobile**, provided both **you** and **we** agree to the repair.

The provisions of this endorsement do not apply to:

- (1) any light or any component of any light of **your automobile**;
- (2) sunroofs of any type;
- (3) removable roof panels of any type; or
- (4) mirrors of any type.

All other policy terms and conditions apply.

LOSS PAYABLE CLAUSE

It is agreed:

Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE**, the following provision is added:

LOSS PAYABLE

1. Loss or damage under the policy shall be paid to the:
 - a. named insured; and
 - b. the loss payee (lienholder) shown in the Declarations as their interest may appear at the time of such loss or damage.
2. **We** shall notify the loss payee ten (10) days prior to the effective date of cancellation on this policy.
3. If the insured fails to render proof of loss within the time required in the policy, the loss payee shall render proof of loss:

- a. within 60 days after **our** request; and
- b. in a form and manner required in the policy.

4. At **our** option, **we** may pay the loss payee:
 - a. the amount of loss or damage; or
 - b. the whole principal due with interest accrued at the time of settlement. If **we** make such payment, the loss payee shall assign and transfer the lien to **us**.
5. After **we** make payment to the loss payee under this agreement, **we** will have the right to recover, to the extent of **our** payment, from anyone held responsible. The transfer of such right to recover shall not impair the loss payee's right to recover the full amount of its claim.

All other policy terms and conditions apply.

Michigan

ADDITIONAL AND REPLACEMENT AUTOMOBILE COVERAGE

Automobile Policy

It is agreed:

1. Under **SECTION II - LIABILITY COVERAGE**, 1. **COVERAGE**, c. **Other Automobiles Covered** is deleted and replaced by the following:
 - c. **Other Automobiles Covered**

The Liability Coverage provided for **your automobile** also applies to certain other **automobiles**. It applies:

 - (1) to an **automobile** **you** do not own which is temporarily used as a substitute for **your automobile**. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction. The owner of the substitute **automobile** is not covered.
 - (2) to an **automobile** which **you** acquire if:
 - (a) it replaces **your automobile**. **You** must report the replacement **automobile** to **us** no later than:
 - 1) the expiration date; or
 - 2) 30 days after **you** take possession if the replacement **automobile** is acquired less than 30 days prior to the expiration date of the policy term during which the **automobile** was acquired; or
 - (b) it is an additional **automobile**, provided **you**:
 - 1) report the additional **automobile** to **us** within 30 days after **you** take possession; and
 - 2) pay any required additional premiums.

This extension does not apply if **you** have other liability insurance that applies to the **automobile** **you** acquire.
2. Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE**, 1. **COVERAGES**, f. **Other Automobiles Covered** is deleted and replaced by the following:
 - f. **Other Automobiles Covered**
 - (1) The Damage To Your Automobile Coverages provided for **your automobile** also apply to certain other **automobiles**. They apply:
 - (a) to an **automobile** **you** do not own which is temporarily used as a substitute for

your automobile. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction.

- (b) to an **automobile** which **you** acquire if:
 - 1) it replaces **your automobile**. **You** must report the replacement **automobile** to **us** no later than:
 - a) the expiration date; or
 - b) 30 days after **you** take possession if the replacement **automobile** is acquired less than 30 days prior to the expiration date of the policy term during which the **automobile** was acquired.
 - 2) it is an additional **automobile**, provided **you**:
 - a) report the additional **automobile** to **us** within 30 days after **you** take possession; and
 - b) pay any required additional premiums.
- (2) When an **automobile** described by and subject to the conditions in f.(1)(b) above:
 - (a) is not provided Comprehensive Coverage, then Comprehensive Coverage shall be provided with a \$500 deductible; or
 - (b) is not provided Collision Coverage, then Regular Collision Coverage shall be provided with a \$500 deductible for the lesser of:
 - (a) 30 days from the date the **automobile** was acquired; or
 - (b) the expiration date of the policy term during which the **automobile** was acquired when such policy term is not renewed.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, paragraph f.(1)(a) above applies if **you** are legally liable.

All other policy terms and conditions apply.

ORIGINAL EQUIPMENT MANUFACTURER PARTS PLUS

Automobile Policy

It is agreed:

SECTION III - DAMAGE TO YOUR AUTOMOBILE, 4.

LIMIT OF LIABILITY is amended.

1. Paragraph **a.** is deleted for purposes of this endorsement only.
2. The following provision is added.
 - a. When Original Equipment Manufacturer (OEM) Parts Plus is stated in the Declarations for **your automobile** **we** will pay no more than the lowest of the following:
 - (1) the necessary cost, at local prices, to repair or replace damaged parts with new original equipment manufacturer parts, if reasonably available;
 - (2) the actual cash value of stolen or damaged property; or
 - (3) the Limit of Liability stated in the Declarations.
- b. (1) After the age of two years, safety glass will be replaced with non-original equipment manufacturer safety glass. **We** will pay no more than the lowest of the following:
 - (a) the necessary cost, at local prices, to repair or replace damaged safety glass with material of similar kind and quality;
 - (b) the actual cash value of stolen or damaged property; or
 - (c) the Limit of Liability stated in the Declarations.
- (2) However, if non-original equipment manufacturer safety glass is not available then original equipment manufacturer safety

glass may be used. **We** will pay no more than the lowest of the following:

- (a) the necessary cost, at local prices, to repair or replace damaged safety glass with original equipment manufacturer safety glass;
- (b) the actual cash value of stolen or damaged property; or
- (c) the Limit of Liability stated in the Declarations.

3. For purposes of this endorsement only:
 - a. When new original equipment manufacturer parts are not reasonably available or if **you** and **we** agree, repairs may include use of after-market, reconditioned or recycled parts.
 - b. Safety equipment will be repaired or replaced with new original equipment manufacturer parts when available.
 - c. Age means the current calendar year minus the model year of **your automobile** stated in the Declarations.
 - d. Safety equipment means:
 - (1) air bag components;
 - (2) brakes;
 - (3) seat belts;
 - (4) steering components, including tie rods;
 - (5) steering racks;
 - (6) suspension components, both front and rear; or
 - (7) tires.

All other policy terms and conditions apply.

ROAD TROUBLE SERVICE

Automobile Policy

It is agreed:

SECTION III - DAMAGE TO YOUR AUTOMOBILE

1. COVERAGES is amended. Paragraph **e. Road Trouble Service** is deleted and replaced by the following paragraph.

e. Road Trouble Service

(1) When Road Trouble Service is shown in the Declarations for **your automobile** and the towing service representative is contacted at 1-888-869-2642 or through the Auto-Owners Mobile app, in any one disablement **we** will:

- (a) pay for:
 - 1) towing or transporting such **automobile** to the nearest qualified service facility or a service facility of the operator's choice located fifteen (15) miles or less from the place of disablement; and
 - 2) the cost of labor performed on such **automobile** at the place of disablement.
- (b) reimburse **you** for:
 - 1) towing or transporting an **automobile** to the nearest qualified service facility or a service facility of the operator's choice located fifteen (15) miles or less from the place of disablement; and
 - 2) the cost of labor performed on an **automobile** at the place of disablement when coverage under **SECTION IV - INDIVIDUAL NAMED INSURED**,

2. DAMAGE TO YOUR AUTOMOBILE

applies to such **automobile**.

In the event that such **automobile** is towed or transported to a service facility, other than the nearest qualified service facility, located more than fifteen (15) miles from the place of disablement, **you** will be responsible for the additional charges.

(2) When Road Trouble Service is shown in the Declarations for **your automobile** and the towing service representative is not contacted at 1-888-869-2642 or through the Auto-Owners Mobile app, in any one disablement **we** will reimburse **you** the actual cost up to and including seventy-five dollars (\$75) for **your automobile** or an **automobile** when coverage under **SECTION IV - INDIVIDUAL NAMED INSURED, 2. DAMAGE TO YOUR AUTOMOBILE** applies. This includes:

- (a) towing or transporting to the service facility of the operator's choice; and
- (b) the cost of labor performed at the place of disablement.

You will be responsible for any charges that exceed the limit of seventy-five dollars (\$75). No deductible applies.

All other policy terms and conditions apply.

ORIGINAL EQUIPMENT MANUFACTURER PARTS

Automobile Policy

It is agreed:

SECTION III – DAMAGE TO YOUR AUTOMOBILE, 4.

LIMIT OF LIABILITY is amended.

1. Paragraph **a.** is deleted for purposes of this endorsement only.
2. The following provision is added.
We will pay no more than the lowest of the following:
 - a. the necessary cost, at local prices, to repair or replace damaged parts with:
 - (1) new original equipment manufacturer parts through the age of two years, if reasonably available; or
 - (2) material of similar kind and quality after the age of two years;
 - b. the actual cash value of stolen or damaged property; or
 - c. the Limit of Liability stated in the Declarations.
3. For purposes of this endorsement only:
 - a. When new original equipment manufacturer parts are specified, but such parts are not reasonably available or if **you** and **we** agree,

repairs may include use of aftermarket, reconditioned or recycled parts.

- b. Safety equipment will be repaired or replaced with new original equipment manufacturer parts when available.
- c. Age means the current calendar year minus the model year of **your automobile** stated in the Declarations.
- d. Safety equipment means:
 - (1) air bag components;
 - (2) brakes;
 - (3) seat belts;
 - (4) steering components, including tie rods;
 - (5) steering racks;
 - (6) suspension components, both front and rear; or
 - (7) tires.

All other policy terms and conditions apply.

Michigan
SPECIAL TORT LIABILITY
Automobile Policy

It is agreed:

1. DEFINITIONS

For purposes of this endorsement only the following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

- a. **Digital network** means any online-enabled application, software, website or system offered or utilized by a **transportation network company** that enables the prearrangement of rides with transportation network company drivers.
- b. **Motor vehicle** means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than 2 wheels. **Motor vehicle** does not include a motorcycle or a moped, as defined in section 32b of Act No. 300 of the Public Acts of 1949, being section 257.32b of the Michigan Compiled Laws. **Motor vehicle** does not include a farm tractor or other implement of husbandry that is not subject to the registration requirements of the Michigan vehicle code pursuant to section 216 of the Michigan vehicle code, Act No. 300 of the Public Acts of 1949, being section 257.216 of the Michigan Compiled Laws.
- c. **Personal vehicle sharing program** means a legal entity engaged in the business of facilitating the sharing of a **motor vehicle** by individuals under any contract or agreement.
- d. **Prearranged ride** means the furnishing of transportation by a driver to a requesting passenger, beginning when a driver accepts a ride requested by a passenger through a **digital network** controlled by a **transportation network company**, continuing while the driver transports a requesting passenger and ending when the requesting passenger departs from the **motor vehicle**.
- e. **Transportation network company** means an entity that uses a **digital network** to connect passengers to transportation network company drivers.

2. COVERAGE

When Special Tort Liability is shown in the Declarations and a premium charged, **we** will pay for

damage to any **motor vehicle**, caused by a **motor vehicle** accident, which **you** become obligated to pay because of liability imposed upon **you** under section 3135 of the Michigan Insurance Code. Our limit of liability for damage to any one **motor vehicle** shall not exceed the limit shown in the Declarations for Special Tort Liability.

3. EXCLUSIONS

Special Tort Liability does not apply to damages to any **motor vehicle** for which **you** become legally obligated to pay because of liability imposed upon **you** while such **motor vehicle** is:

- a. (1) used to transport persons or property for compensation or a fee;
- (2) hired by or rented to others for compensation or a fee;
- (3) available for hire by the public for compensation or a fee; or
- (4) being used by a driver who is logged in to a **transportation network company's digital network**.

This exclusion a.(1)-(4) does not apply:

- (a) to car pooling on a share the expense basis;
- (b) while using a **motor vehicle** for volunteer or charitable purposes or for which reimbursement for normal operating expenses is received; or
- (c) when Limited Transportation Network Company Driver Coverage is shown in the Declarations for such **motor vehicle** and **you** have not accepted a **prearranged ride**.

- b. (1) enrolled in an electronic or written **personal vehicle sharing program**; and
- (2) being used in connection with such **personal vehicle sharing program**.

If **you** are an individual this exclusion does not apply to **you** or any **relative** while using such **motor vehicle**.

All other policy terms and conditions apply.

RENTED AUTOMOBILE REPLACEMENT COVERAGE

Automobile Policy

It is agreed:

1. DEFINITIONS

The following definition applies to this endorsement in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

Rented automobile means a **private passenger automobile** or a truck with a registered gross vehicle weight of 26,000 pounds or less, owned by and registered in the name of a person or organization licensed to be engaged in the business of renting **automobiles**, without drivers, to others provided the **automobile** use rate is determined on a monthly, weekly or daily basis and the rental agreement is for a period of 30 days or less.

2. COVERAGE

The coverage provided by **SECTION IV - INDIVIDUAL NAMED INSURED** to a **rented automobile**, rented by **you** or a **relative** who does not own an **automobile**, shall include the following provision provided **your automobile** is insured for both **COMPREHENSIVE COVERAGE** and **COLLISION COVERAGE** by the policy.

If, as a result of accidental loss or damage, **we** and the owner of the **rented automobile** agree that it is a constructive total loss and the terms of the written rental agreement require the **rented automobile** be replaced with a new **automobile**, **we** shall replace the **rented automobile** with a new **automobile**:

- a. of the same make and model; and
- b. of the current model year; and
- c. with comparable **equipment** and operating features.

If such **automobile** is not available, **we** shall provide a new replacement **automobile** of comparable type and quality.

This provision applies without regard to fault or negligence on the part of **you** or **your relative**.

All other policy terms and conditions apply.

AUTOMOBILE LOAN GAP COVERAGE

Automobile Policy

It is agreed:

SECTION III - DAMAGE TO YOUR AUTOMOBILE, 4.

LIMIT OF LIABILITY is deleted and replaced by the following provision only with respect to the original loan on **your automobile** for which this endorsement is specifically shown in the Declarations.

4. LIMIT OF LIABILITY

- a. **We** will pay no more than the lowest of the following:
 - (1) the necessary cost, at local prices, to repair or replace the property or damaged parts with material of similar kind and quality;
 - (2) the actual cash value of stolen or damaged property; or
 - (3) the limit of liability stated in the Declarations.
- b. If **your automobile**, to which this endorsement applies, is stolen or **we** determine the loss or damage cannot be repaired, **we** shall pay the greater of:
 - (1) the actual cash value of **your automobile**; or
 - (2) the amount for which **you** are liable under the terms of the original loan to which **your automobile** is subject, less:
 - (a) all loan payments which are overdue as of the date of the loss;
 - (b) the amount of a loan balance transferred from another **automobile** loan;
 - (c) costs of any warranty, extended service agreement or insurance;

- (d) the amount of the loan secured by other property;
- (e) amounts included in the **automobile** loan which were unsecured by the **automobile** at the time of the loan; and
- (f) the amount of the loan used to purchase and install an electric vehicle charging station or dock.

- c. **Your automobile** may have been altered, remodeled, converted or modified so that its value is substantially increased over that of a standard **automobile** of the same make and model. In that case, **we** will pay only a proportional share of any loss or damage. **We** will pay the proportion that the value of a standard **automobile** bears to the value of **your automobile**. This applies only when alteration, remodeling, conversion or modification affects the amount of the loss. It does not apply when an additional premium is charged based on the increased value.
- d. If a loss can be paid under either Comprehensive or Collision coverage, payment will be made under the coverage that pays **you** the most.

All other policy terms and conditions apply.

LOSS OF USE - RENTAL FEE REIMBURSEMENT

Automobile Policy

It is agreed:

1. COVERAGE

If your automobile is a private passenger automobile insured for Comprehensive Coverage and Collision Coverage by the policy; and

- a. those coverages extend to a private passenger automobile you rent from a licensed rental automobile agency; and
- b. that rental automobile sustains loss or damage covered by the policy;

we will reimburse you for payment of the daily or weekly rental fee that would have been paid if the rental automobile had not sustained loss or damage.

2. CONDITIONS

The following conditions apply in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

- a. You must be required by the rental agreement to continue payment of the daily or weekly rental fee when loss or damage to the rental automobile:
 - 1) prevents rental of that automobile to others; and
 - 2) the loss or damage is covered by the policy.
- b. You must report the occurrence that results in the rental automobile being unavailable for use to us as soon as practicable.
- c. We will provide this coverage for a period beginning the day following the occurrence and ending, regardless of the policy expiration date, at the earliest of the following:
 - 1) the day repairs to the rental automobile are completed;
 - 2) the day we make payment for replacement of the rental automobile; or
 - 3) thirty (30) days after the date coverage begins.

However, coverage will not exceed a period longer than that required to repair or replace the rental automobile, exercising due diligence and dispatch.

- d. You must submit proper receipts to us for all expenses claimed under this coverage.
- e. If you are covered by your employer's insurance policy, then the Company writing your employer's insurance policy has primary responsibility to pay claims arising from the use of the rented vehicle. The coverage provided by this endorsement shall be excess over any coverage provided by your employer's policy.

All other policy terms and conditions apply.

ADDITIONAL EXPENSE COVERAGE

Automobile Policy

It is agreed:

SECTION III - DAMAGE TO YOUR AUTOMOBILE, 3. COVERAGE EXTENSIONS, b. Loss Of Use By Theft is deleted and replaced by the following:

b. Loss Of Use

(1) If Comprehensive Coverage or Collision Coverage, provided by this policy, apply to loss of or damage to **your automobile**, **we** will reimburse **you** for the actual amount paid for necessary additional transportation expenses subject to the following.

(a) If **your automobile** is stolen, **we** will reimburse **you** for expenses incurred during the period:

- 1) beginning 48 hours after **you** report the theft to **us** and the police; and
- 2) ending, regardless of the policy expiration date, on the day:

- a) **your automobile** is returned; or
- b) **we** offer to pay for its loss.

(b) If **we** determine **your automobile** is a constructive total loss by reason other than theft, **we** will reimburse **you** for expenses incurred during the period:

- 1) beginning the day the **occurrence** is reported to **us**; and
- 2) ending, regardless of the policy expiration date, on the day **we** offer to pay for its loss.

(c) If **your automobile** sustains other covered loss or damage, **we** will reimburse **you** for expenses incurred during the period:

- 1) beginning the day **your automobile** becomes unavailable for use, provided **you** have reported the loss or damage to **us**; and
- 2) ending, regardless of the policy expiration date, on the day repairs are completed.

However, **we** will not reimburse expenses for a period longer than that required to repair **your automobile** exercising due diligence and dispatch.

(d) Our reimbursement will not exceed the:

- 1) per day limit; and
- 2) total limit for any one **occurrence**;

stated in the Declarations for this coverage.

(2) **We** will reimburse **you** for reasonable expenses, other than transportation expenses, incurred during a period of 24 hours following the covered **occurrence** in which **your automobile** was accidentally damaged. These expenses must be unavoidably incurred as a direct result of that damage. They may include but are not limited to food and lodging.

(3) **You** must submit proper receipts to **us** for all expenses claimed under b.(1) and b.(2) above.

(4) Application of a Comprehensive Coverage or Collision Coverage deductible does not affect this coverage.

All other policy terms and conditions apply.

Michigan

POLICY CANCELLATION AND NONRENEWAL
Automobile Policy

It is agreed:

SECTION VI - GENERAL CONDITIONS is amended.
The following conditions are added.

CANCELLATION

1. **You** may cancel this policy by notifying **us** of the date on which cancellation is to take effect.
2. a. **We** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to **you at your** last address known to **us** or **our** authorized agent.
b. This notice shall be mailed or delivered at least:
 - (1) 10 days prior to the effective date when cancellation is for nonpayment of premium;
 - (2) 20 days prior to the effective date when cancellation is for other than nonpayment of premium and this policy has been in effect for 55 days or less; or
 - (3) 30 days prior to the effective date when cancellation is for other than nonpayment of premium and this policy has been in effect more than 55 days.

- c. **We** may cancel for any reason conforming to **our** underwriting rules if this policy has been in effect for 55 days or less. **We** may cancel only for one of the following reasons if this policy has been in effect for more than 55 days:
 - (1) nonpayment of premium; or
 - (2) the named insured or any other operator, either resident of the same household or who customarily operates an **automobile** insured under this policy, has had his or her operator's license suspended during the policy period and the revocation or suspension has become final; or
 - (3) that during the 55 days following the date of original issue thereof, the risk is unacceptable to **us**.

NONRENEWAL

If **we** decide not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to **you at your** last address known to **us** or **our** authorized agent. This notice shall be mailed or delivered at least 30 days prior to the expiration of this policy.

All other policy terms and conditions apply.

ADDITIONAL INSURED AND LOSS PAYEE PROVISIONS

It is agreed:

A. Under **SECTION II - LIABILITY COVERAGE**, the following provision is added:

ADDITIONAL INSURED PROVISION

1. Subject to all terms and conditions of the policy, the lessor shall be considered an insured only for the coverages shown in the Declarations as they apply to the leased **automobile**.
2. The limits of liability provided to the lessor for the leased **automobile** shall be the smaller of:
 - a. the limits of liability specified in an **auto-mobile** lease agreement or insured contract between the lessee and the lessor; or
 - b. the limits of liability shown in the Declarations for the leased **automobile**.

B. Under **SECTION III - DAMAGE TO YOUR AUTOMOBILE**, the following provision is added:

LOSS PAYEE PROVISION

1. Loss or damage to the leased **automobile** under the policy shall be paid to the:

- a. named insured; and
- b. the lessor shown in the Declarations as their interest may appear at the time of such loss or damage.

2. **We** shall notify the lessor no less than ten (10) days prior to the effective date of cancellation of this policy.
3. If the named insured or lessee fails to render proof of loss within the time required in the policy the lessor shall render proof of loss:
 - a. within 60 days after **our** request; and
 - b. in a form and manner required in the policy.
4. After **we** make payment to the lessor under this agreement, **we** will have the right to recover, to the extent of **our** payment, from anyone held responsible. The transfer of such rights to recover shall not impair the lessor's right to recover the full amount of its claim.

All other policy terms and conditions apply.

Michigan

AMENDATORY OF SECTION IV - INDIVIDUAL NAMED INSURED

Automobile Policy

It is agreed:

1. For this endorsement only, the definition of **you** or **your** is superseded by the following definition.

You or **your** means an individual shown as named insured in the Declarations and **your** spouse who resides in the same household. **Your** spouse shall be considered a resident of **your** household when:

- a. there is a legitimate marital covenant;
- b. **you** and **your** spouse share economic and non-economic burdens; and
- c. there are legitimate reasons for **your** spouse to be living in another home or location.

2. **SECTION IV - INDIVIDUAL NAMED INSURED** is deleted and replaced by the following.

SECTION IV - INDIVIDUAL NAMED INSURED

The following extensions of coverage apply if a named insured shown in the Declarations is an individual and an **automobile** described in the Declarations is a **private passenger automobile**.

1. LIABILITY COVERAGE - BODILY INJURY AND PROPERTY DAMAGE

- a. The Liability Coverage provided for **your automobile** (that is not a **trailer**) also applies to an **automobile** (that is not a **trailer**) not:
 - (1) owned by or furnished or available for regular use to **you** or anyone living with **you**. However, **we** will cover **your** liability for **your** use of an **automobile** (that is not a **trailer**) owned by or furnished for the regular use of a **relative**.
 - (2) used in an **automobile** garage repair shop, sales agency, service station or public parking business **you** own or operate.
- b. **We** extend this coverage only:
 - (1) to **you**;
 - (2) to **relatives**:
 - (a) who do not own an **automobile** (that is not a **trailer**); or
 - (b) who own an **automobile** described in the Declarations; and
 - (3) to anyone legally responsible for the use of the **automobile** (that is not a **trailer**) by the person in b.(1) and b.(2) above.

- c. **We** do not cover:
 - (1) the owner of the **automobile** (that is not a **trailer**).
 - (2) an **automobile** used in the business or occupation of any named insured or that of a **relative**, unless it is:
 - (a) a **private passenger automobile**; and
 - (b) used by **you**, such **relative** or the chauffeur or household employee of either.
 - (3) **you** or a **relative** using an **automobile** (that is not a **trailer**) without a reasonable belief of permission to do so.

2. DAMAGE TO YOUR AUTOMOBILE

- a. The **Damage to Your Automobile Coverages** provided for **your automobile** also apply to an **automobile** not:
 - (1) owned by or furnished or available for regular use to **you** or anyone living with **you**.
 - (2) used in an **automobile** garage, repair shop, sales agency, service station or public parking business **you** own or operate.
- b. **We** extend this coverage only:
 - (1) to **you**; and
 - (2) to **relatives**:
 - (a) who do not own an **automobile** (that is not a **trailer**); or
 - (b) who own an **automobile** described in the Declarations.
- c. **We** do not cover an **automobile** used in **your** business or occupation or that of a **relative** unless it is:
 - (a) a **private passenger automobile**; and
 - (b) used by **you** or such **relative**, or the chauffeur or household employee of either.
- d. These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

All other policy terms and conditions apply.

Michigan

COORDINATION OF PERSONAL INJURY PROTECTION
Automobile Policy

It is agreed:

Michigan Personal Injury Protection (19942) is amended for purposes of this endorsement only. The following provisions are added.

1. SECTION I - DEFINITIONS is amended. The following definition is added.

Health care provider means a person licensed, certified, or registered under parts 61 to 65 or 161 to 182 of the Public Health Code, Act No. 368 of the Public Acts of 1978, being sections 333.6101 to 333.6523 and 333.16101 to 333.18237 of the Michigan Compiled Laws.

2. SECTION III - CONDITIONS is amended. The following conditions are added.

a. ALLOWABLE EXPENSES

When the Declarations state Allowable Expenses is Excess, the medical expense benefits provided to the **named insured** or a **relative** in accordance with Chapter 31 of the Michigan Insurance Code do not apply until either:

(1) treatment has been sought and received from all sources of health and accident coverage available to the **named insured** or **relative** in accordance with the prescribed guidelines of the health and accident coverage providers:

- (a)** for determination of covered treatment; and
- (b)** for securing covered treatment; and
- (c)** for payment for covered treatment; or

(2) all available health and accident coverage providers:

- (a)** determine there is no authorized **health care provider** qualified to provide treatment; and
- (b)** determine there are no prescribed guidelines for obtaining treatment from any **health care provider**; and
- (c)** deny coverage for treatment.

b. WORK LOSS

When the Declarations state Work Loss is Excess, the work loss benefits provided to the **named insured** or a **relative** in accordance with Chapter 31 of the Michigan Insurance Code do not apply until all work loss benefits available from any health or accident policy or plan have been paid. **We** will pay work loss benefits only to the extent they are not eligible for payment by any health or accident policy or plan.

3. The following provision is added.

DEDUCTIBLE

When the Declarations state Allowable Expenses or Work Loss are Excess, and there is not applicable health or accident coverage, a \$500 deductible per accident shall apply.

All other policy terms and conditions apply.

Michigan
AMENDATORY ENDORSEMENT
Automobile Policy

It is agreed:

1. Under **SECTION I - DEFINITIONS**, **12.** is deleted and replaced by the following definition.
12. You or your means the named insured shown in the Declarations and if an individual, **your** spouse who resides in the same household. If **your** spouse is not residing in **your** household, **your** spouse shall be considered a resident of **your** household when:
 - a. there is a legitimate marital covenant;
 - b. **you** and **your** spouse share economic and noneconomic burdens; and
 - c. there are legitimate reasons for **your** spouse to be living in another home or location.
2. Under **SECTION V - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS**, **1. NOTIFY US PROMPTLY**, paragraph a. is deleted and replaced with the following:
 - a. **You** and any person seeking coverage under this policy must notify **us** promptly as to how, when and where the accident happened. Notice given by **you** or on **your** behalf to any authorized agent of **ours**, with particulars sufficient to identify **you**, shall be deemed to be notice to **us**. Failure to give any notice required within the

time specified shall not invalidate any claim made by **you** if it shall be shown not to have been reasonably possible to give such notice within the time specified and that notice was given as soon as was reasonably possible. Notice should include the names and addresses of any injured person and of any witnesses. Notice and documentation of loss must be given if **we** require it. Any loss or damage caused by theft, larceny, robbery, pilferage or trickery must be promptly reported to the police.

3. Under **SECTION VI - GENERAL CONDITIONS**, **4. LEGAL ACTION AGAINST US**, paragraph a. is deleted and replaced with the following:
 - a. No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. Further, under the Liability Coverage no legal action may be brought against **us** until a person entitled to coverage has an obligation to pay or until the amount of that obligation has been determined by judgment after trial. No one has any right under this policy to bring **us** into any action to determine the liability of any person **we** have agreed to protect.

All other policy terms and conditions apply.