



Underwritten by: Gateway Insurance  
Company  
NAIC#: 28339

## ALABAMA PERSONAL AUTO INSURANCE POLICY

### RESTRICTED POLICY IMPORTANT!!

Do not fail to promptly notify the Claims Office of every accident or loss, however minor. Contact us immediately or as soon as practicable, and contact law enforcement within 24 hours if the accident involves an unidentified or hit-and run driver, or in the case of theft of your insured auto. If an accident results in a fatal or serious injury, telephone us at the company's expense, giving us the date of inquest if one is to be held. Delay in sending notice of any accident or court process may jeopardize claim rights. We must be notified immediately of any lawsuits or legal proceedings brought against or by "you" or any insured person arising from such accident.

### **!!!PLEASE READ YOUR POLICY!!!**

NOTICE – It is important that you read this Policy in its entirety. You agree to accept and be bound by the terms of this agreement if you have paid the premium for this Policy of insurance. This policy has been issued based upon reliance on the statements in the Application, which is a part of this Policy, as if attached. Read both the Application and the Policy carefully, and immediately notify the Company in writing of any inaccuracies, misinformation or changes that may occur. Most importantly, to cover additional drivers who reside with you or who regularly operate "your covered auto", we must receive notification and agree to add the driver to the Policy, and any additional premium paid when due.

## Your Personal Auto Policy – Quick Reference

Declarations Page  
 Name of Insurance Company  
 Your Name and Address  
 Your Auto or Trailor  
 Policy Period  
 Coverage and Amounts of Insurance

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## PERSONAL AUTO POLICY

### AGREEMENT

In consideration of the payment of the premium when due, and in reliance upon the statements in the Application and Declarations, and subject to all the terms, conditions and limitation stated in this policy, we agree with you as follows:

### DECLARATIONS

By acceptance of this policy, you agree and represent:

1. that the statements contained in the Application - a copy of which is attached to and forms a part of this policy - and the statements in the Declarations are your representations;
2. that this policy is issued in reliance upon the truth of those representations;
3. that this policy embodies all agreements existing between you and us or any of our agents relating to this policy; and
4. that the coverages afforded by this Policy shall not apply to any loss in which any vehicle is driven, operated, occupied, manipulated, maintained, serviced, or used in any manner by any person that is not listed as a driver on the policy Application, Declarations, or by Endorsements issued by us, who is: (a) under the age of twenty-five and is either a Family Member or resides in the same household as the named insured, or (b) regardless of age, is a regular or frequent user of any auto insured under this policy. This provision shall apply whether the named insured is occupying the vehicle at the time of loss or not.

### GENERAL DEFINITIONS

Throughout the policy, to the following definitions apply, whether used in the singular, plural or possessive:

"Auto" means a private passenger type land motor vehicle that is a four-wheeled automobile, van, pick-up truck or sport utility vehicle, or dual rear wheel six-wheeled pick-up truck, with a manufacturer's gross vehicle weight rating that does not exceed 12,000 pounds.

An "auto" does not include any:

1. Vehicle designed and primarily used for commercial purposes;
2. Step-van, parcel delivery van, cargo cutaway van, or van with cab separate from the cargo area;
3. Motor vehicle with capacity for twelve (12) or more persons;
4. Box truck with a separate, box-like cargo area;
5. Vehicle while located for use as a dwelling, residence or other premises;
6. All-terrain or quad vehicle, dune buggy, go-cart or golf cart; or
7. Tractors or farm type machines.

"You" and "your" refer to:

- a. The "named insured" shown in the Declarations.
- b. The spouse of that named insured by marriage or otherwise if residing at the same address as the named insured or is a member of the named insured's household.

"We", "us", and "our" refers to the Company providing the insurance.

"Diminution in value" means the perceived or real decrease in market or resale value of property due to an accident, loss or repair. This includes, but is not limited to, the perceived or real decrease in market or resale value of property because of alleged tangible or intangible taint or stigma related or due to an accident, loss or repair.

"Family Member" means a person related to you by blood, marriage, or adoption and who primarily resides in your household. This includes your ward or foster child and includes any child of yours who is only temporarily away from, and intends to reside in, your household.

"Occupying" means in, entering, on, upon, or alighting from, with physical contact.

"Trailer" means a vehicle designed to be legally towed by a:

1. Private passenger "auto".
2. Pickup, panel truck, or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1 or 2 on a public highway.

"Your Covered Auto" means:

1. Any auto shown in the Declarations.
2. Any of the following autos you acquire during the policy period on the date you become the owner of lessee, provided you ask us, in writing, to insure it and the required premium is paid within fifteen (15) days of the purchase or lease:
  - a. a private passenger auto; or
  - b. a pickup, panel truck or van, not used in any business or occupation other than farming or ranching.

For purposes of this policy, a private passenger type auto shall be deemed to be owned by a person if leased:

- a. Under a written agreement to that person; and
- b. For a continuous period of at least thirty (30) days.

If you have given us notice within fifteen (15) days of purchase or lease of an acquired auto that is an insurable risk under our Rules and Guidelines:

- a. any auto you acquire that is a replacement for an auto listed on the policy will have the same coverage as the replaced auto effective the date of purchase or lease.
- b. any auto you acquire that is an additional auto, will have the broadest Physical Damage Coverage that applies to any listed auto shown on the Declarations as of the date you own or possess the auto, but with the highest deductible that applies to any listed insured auto as of that date, effective the date of purchase or lease.

Any coverage added or increased limits of will not apply until after:

- a. you ask us for that coverage;
- b. we have determined that it is an acceptable insurable risk under our Rules and Guidelines; and
- c. you have paid any extra premium when due for this coverage.

3. And with respect to Collision Coverage and Comprehensive Coverage under Part D, only, the permissive use of any auto while used by you or a driver listed on this Policy as a temporary substitute for any auto described in this definition in 1. or 2. above, which is out of normal use because of its:
  - a. breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

"Non-Covered Person" as used in this Policy means:

1. Any operator of any vehicle who is not listed as a driver on the Policy, or Application, Declarations, and/or added by Endorsement who is under the age of twenty-five and is either a Family Member or resides in the same household as the named insured.
2. Any operator of a vehicle who is listed as an "Excluded Driver(s)" on the Application, Declarations and/or on an Endorsement.
3. An operator of any vehicle who is a regular or frequent user of Your Covered Auto and not listed on the Application, Declarations and/or added by Endorsement.
4. An operator of a vehicle who is an unlicensed driver or whose driving privileges have been terminated or suspended.
5. An operator of a vehicle who is using a vehicle without prior permission from you or its owner to do so.
6. Any person who directly or indirectly intentionally causes bodily injury or property damage. The person shall be deemed to intend the natural and probable consequences of his intentional acts.
7. An operator of a vehicle whose use of the vehicle arises out of any agreement, including, but not limited to, rental or "peer to peer" arrangements, in which the owner, policyholder, or their relative derives compensation in any form.

## PART A - LIABILITY COVERAGE INSURING AGREEMENT

We will pay damages for bodily injury or property damage for which a Covered Person, as defined in this Part, becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all

defense costs we incur. We will not pay damages for bodily injury or property damage caused by a Non-Covered Person, nor will we defend or pay any cost of defense.

It is further understood and agreed that we do not cover and shall not pay:

1. attorney's fees for any legal or investigative work unless such attorneys are selected by us;
2. any amount a Covered Person may be legally obligated to pay as a result of a lawsuit unless that Covered Person provides us actual written notice of said suit, as required by PART G - DUTIES AFTER AN ACCIDENT OR LOSS, GENERAL DUTIES.
3. any court costs, attorney fees, other fees or costs, fines or expense associated with any criminal case.

"Covered Person" as used in this Part means:

1. You for the ownership, maintenance or use of Your Covered Auto or a trailer while attached to your covered auto, unless it is operated by a Non-Covered Person.
2. A person, other than a Non-Covered Person, using Your Covered Auto with your express permission and within the scope of that permission.
3. For Your Covered Auto, any person or organization, other than a Non-Covered Person, but only with respect to legal responsibility for acts or omissions of an operator of Your Covered Auto, provided said operator is not a Non-Covered Person.

### SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, upon request, we will pay on behalf of a Covered Person:

1. Up to \$100 for the cost of bail bonds required because of an accident involving your covered auto, that results in bodily injury or property damage covered under Part A of this Policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend. However, we have no duty to:
  - a. apply for, furnish, or secure any bonds; or
  - b. pay premiums for or the cost of any bond in an amount that is greater than our limit of liability.
3. Up to \$35 a day for loss of earnings incurred, but no other income, because of attendance at hearings or trials at our request.

4. Other reasonable expenses incurred at our request.

### EXCLUSIONS

We do not provide Liability Coverage for any person:

1. For damage to property owned or being transported by that person.
2. For damage to property rented to, used by, or in the care of that person.
3. For bodily injury to an employee of that person during employment. This exclusion does not apply to a bodily injury to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
4. For that person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee or compensation of any type, including, but not limited to, pizza, postal, and newspaper deliveries. This exclusion does not apply to a share-the-expense carpool.
5. While employed or otherwise engaged in the business or occupation of:
  - a. Selling;
  - b. Repairing;
  - c. servicing; or
  - d. storing; or
  - e. parking vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion does not apply to the ownership, maintenance or use of Your Covered Auto by you.
6. For bodily injury or property damage for any nuclear exposure, reaction, radiation or radioactive contamination, no matter how caused and/or as a consequence of any of these.
7. For bodily injury property damage or death sustained by you or any Family Member or person who is a member of your household.
8. For bodily injury or property damage which may reasonably be expected to result from the intentional or criminal acts of an insured person.
9. For bodily injury, property damage or any other damages:
  - a. caused by an intentional act of an insured or at the direction of an insured; or
  - b. that is or should be reasonably expected to result from an intentional act of an insured;

even if that resulting bodily injury or property damage is:

- a. of a different kind or degree than expected or intended; or
  - b. sustained by a different person(s) than expected or intended.
10. Arising out of operation of any auto:
- a. for racing or performance driving;
  - b. to participate in or practice or prepare for any speed contest, race, stunt, demolition, competition, demonstration, sport rally, exhibition or activity, or timed contest; or
  - c. on an indoor or outdoor track, course or trail designed or used for:
    - i. speed or racing contests;
    - ii. demonstration or high performance driving; or
    - iii. driver training or competition.

Racing or performance driving includes any activity listed in this definition above, whether or not that activity is spontaneous, planned or organized, including, but not limited to "hot rod", "drag" and "stock" racing.

11. For the payment of punitive or exemplary damages, including attorney fees awarded on such damages.  
However, this exclusion does not apply to wrongful death claims under the Alabama Wrongful Death Act.
12. While towing a vehicle other than Your Covered Auto.
13. For bodily injury to any listed driver on the Declarations, Application, or added by Endorsement.
14. For damage to any auto listed on the Declarations, Application, or added by Endorsement.

We do not provide Liability Coverage for the ownership, maintenance, or use of:

1. Any motorcycle, all-terrain vehicle (ATV), golf cart, or any motorized vehicle having less than four wheels.
2. Any vehicle, other than Your Covered Auto, which is:
  - a. owned by you; or
  - b. furnished or available for your regular use.
3. Any vehicle, other than your Covered Auto, which is:
  - a. owned by a Family Member, or

- b. furnished or available for the regular use of any Family Member

## FINANCIAL RESPONSIBITLITY LAWS

When we certify this policy as proof of Financial Responsibility, it will comply with the law to the extent of the coverage required by the law, in the state where we certified this policy, subject to the limits of this policy.

## LIMIT OF LIABILITY

The most we will pay regardless of the number of Covered Persons, claims made, vehicles or premiums shown in the Declarations, vehicles involved in the auto accident, or suits brought, we will pay the limits of liability shown in the Declarations subject to the following:

1. The limit for "each person" is the maximum we will pay due to bodily injury sustained by any one person in any one accident. This limit includes all derivative claims, including but not limited to emotional distress, mental anguish, loss of society, loss of companionship, loss of services, loss of support, loss of consortium and wrongful death.
2. Subject to the bodily injury limit for "each person", the limit for each accident, is the maximum we will pay for bodily injury sustained by two or more persons in any one accident.
3. The property damage liability limit for "each occurrence" is the maximum we will pay for all damage to property in an occurrence.
4. Any insurance we provide for a covered person, other than the named insured, listed driver, or a Family Member, shall not exceed the minimum limits set forth in the motor vehicle mandatory and/or compulsory insurance or financial responsibility laws of the state in which you reside, as shown in our records as the garaging address for an insured auto. The minimum limit amount is the per person/per accident limits required by such laws.  
Any amount payable under this coverage to or for an injured person will be reduced by any payment made to that person under the Uninsured Motorist Coverage for this policy.

## OTHER INSURANCE

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance, self-insurance or financial responsibility bond.

## PART B- MEDICAL PAYMENTS COVERAGE INSURING AGREEMENT

If you have paid the premium for this coverage when due, we will pay reasonable expenses incurred for reasonable and necessary medical and funeral services because of bodily injury:

1. Caused by an auto accident.
2. Sustained by a Covered Person
3. Which is more than any medical and/or funeral expenses actually paid, or which would be payable to or on behalf of the Covered Person under the provision of any:
  - a. auto or premises insurance affording benefits for medical expenses.
  - b. individual, blanket or group accident, disability, or hospitalization insurance; or
  - c. medical or surgical insurance or reimbursement plans.
4. Provided by a medical provider who is a) licensed by the state where these services are performed and b) licensed to perform these services.

We will pay only those expenses incurred within 1 year from the date of the accident.

“Covered Person” as used in this Part means:

1. You or any Family Member, other than a Non-Covered Person
  - a. while occupying Your Covered Auto (provided it is not operated by a Non-Covered Person), or
  - b. as a pedestrian when struck by a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any person while occupying Your Covered Auto, (provided it is not operated by a Non-Covered Person).

## EXCLUSIONS

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

1. Sustained while any auto is operated by a Non-Covered Person.
2. Sustained while occupying a motorcycle, all-terrain vehicle (ATV), or any motorized vehicle having less than four wheels.
3. Sustained while Your Covered Auto is being used to carry persons or property for a fee or compensation of any type, including, but not limited to, pizza, postal, and newspaper deliveries. This exclusion does not apply to a share-the-expense carpool.
4. Sustained while occupying any vehicle located for use as a residence or premises.
5. Occurring during employment if workers' compensation benefits are required or available for the bodily injury.
6. Sustained while occupying Your Covered Auto when it is being used in the business or occupation of a Covered Person.
7. Caused by or because of:
  - a. discharge of a nuclear weapon (even if accidental).
  - b. war (declared or undeclared).
  - c. civil war.
  - d. insurrection.
  - e. rebellion or revolution or
  - f. terrorist act.
8. From or because of the following, whether controlled or uncontrolled or however caused:
  - a. nuclear reaction.
  - b. radiation.
  - c. radioactive contamination.
9. Arising out of operation of any auto insured under this policy which is designed for racing while being tested, repaired, or serviced or while used, operated, manipulated, or maintained in any prearranged or organized race or speed test, including "hot rod", "drag" or "stock" racing.

## LIMIT OF LIABILITY

The limit of liability in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. Covered Persons;

2. Claims made;
3. Vehicles or premiums shown in the Declarations;  
or
4. Vehicles involved in the accident. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Part A or Part C, or if there are other applicable auto medical payments insurance, we will pay only our share other loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance providing payments for medical or funeral expenses.

As soon as possible the Covered Person making claim under this coverage shall give us written proof of intent to present a claim under this Part, and to provide us a proof of loss, including full details of the injuries and treatment, other medical, hospital, workman's compensation insurance available, and any other information we may need to determine the amounts payable. The Covered Person shall submit to reasonable questioning concerning any claim made under this policy.

The Covered Person shall submit to physical examination by doctors chosen by us at the time we select and as often as we may reasonably require. The Covered Person shall also give us an authorization which would allow us to obtain medical reports and copies of the records.

#### PAYMENT OF BENEFITS

We may pay the Covered Person, the person providing medical services or the person responsible for payment of the medical expenses. If a licensed health care provider properly establishes a statutory lien and right to receive payment of benefits related to the medical expenses of an Covered Person payable under this coverage, then:

1. We will pay, subject to the Limits of Liability, for those medical expenses directly to the health care provider; and
2. If we do this, we have no further obligation to pay those same benefits to a Covered Person or to any other person or party.

To determine if medical expenses are reasonable and necessary for both the diagnosis and treatment of the insured's bodily injury, we have the right to:

1. Review each medical expense and other expenses; and
2. Pay only those expenses that are found by us to be covered, reasonable and necessary.

Our review may include the use independent sources of information and services of our choice. This includes, but is not limited to:

1. Physical exams performed by state licensed health care providers we select and pay for, as often as we reasonably request;
2. Review of medical files, including but not limited to records, reports, notes, clinical observations, and test results, all of which the insured must make available to us;
3. Published sources of medical expense information and fee schedules;
4. Computer databases and software; and/or
5. Use of third-party cost containment and utilization review providers to identify excessive or inappropriate treatments and expenses.

We have no obligation to pay for any medical expense, or portion thereof, that:

1. Is not reasonable or not necessary for the diagnosis or treatment of the insured's bodily injury.
2. Is for treatment of bodily injury that is not the result of the covered accident.
3. Results from a service, treatment, procedure and/or product that is not provided and prescribed by a U.S. state licensed health care provider acting within the proper scope of that license.
4. The insured would not be obligated to pay if no insurance applied.
5. Is provided by any provider who is not licensed by the state in the U.S. where the treatment, service or care was rendered, where such provider is required by law to be licensed to render, provide or perform the treatment, service or care.

#### TRUST AGREEMENT

When we pay medical expenses, the Covered Person or legal representative must agree in writing to repay us out of any damages recovered from anyone responsible for causing the bodily injury. The Covered Person must also agree in writing to hold in trust and preserve for us any rights to recovery against anyone.



## PART C - UNINSURED MOTORIST COVERAGE INSURING AGREEMENT

If you have paid the premium for this coverage when due, we will pay damages which a Covered Person, as defined in this Part, is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury:

1. Sustained by a Covered Person; and
2. Caused by an accident other than an accident that involves the operation of Your Covered Auto by a Non-Covered Person.

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

Any judgment for damages arising out of a suit brought without prior notice to us, and without our written consent is not binding on a claim being made by any Covered Person, against us. A default judgment rendered against the owner or operator of an uninsured motor vehicle shall not be binding nor determinative of any issue arising in a claim being made by any Covered Person.

No recovery can be made under this Part until the Covered Person has received by way of settlement or judgment, the full limits of coverage under any applicable bodily injury liability policy or bond.

"Covered Person" as used in this Part means:

1. You, and a Family Member other than a non-Covered Person
2. Any other person occupying Your Covered Auto (provided it is not operated by a Non-Covered Person)

"Uninsured Motor Vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy is in effect at the time of the accident.
2. To which a bodily injury liability bond or policy is in effect at the time of the accident but the sum of the limits of liability coverage available to the injured Covered Person under all policies is less than the damages which the injured person is legally entitled to recover from the owner or operator of the uninsured motor vehicle.

3. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting.

However, "Uninsured Motor Vehicle" does not include any vehicle or equipment:

1. Identified as "Your Covered Auto" on the Application, Declarations, and/or added by Endorsement.
3. Operated by Non-Covered Person.
4. Operated on rails or crawler treads.
5. Which is a farm type tractor or equipment designed mainly for use off public roads except while on public roads.
6. While located for use as a residence or premises.

## EXCLUSIONS

We do not provide Uninsured Motorist Coverage for bodily injury sustained by any person:

- a. During or because of operation of any auto by a Non-Covered Person.
- b. If that person or the legal representative settles the bodily injury claim without notice to us and with our prior consent.
- c. While occupying Your Covered Auto when it is being used to carry persons or property for a fee or compensation of any type, including, but not limited to pizza, postal, and newspaper deliveries. This exclusion does not apply to a share-the-expense carpool.
- d. Using Your Covered Auto without a reasonable belief that the person is entitled to do so.
- e. Using Your Covered Auto without prior permission from you or its owner to do so.
- f. Using a vehicle in the commission of a crime, other than a traffic violation.

## LIMIT OF LIABILITY

If coverage under this Part C applies to one of "Your Covered Autos," our maximum limit of liability is the amount shown on the Declarations Page for coverage under this Part C.

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

1. Insureds.

2. Claims made.
3. Vehicles involved in the accident.
4. Lawsuits brought.

Split Limit Coverage. If the Declarations Page shows a split limit showing a per person limit and per accident limit:

1. The amount shown "each person" is the most" is the most we will pay for all damages due to a bodily injury to Covered Person; and
2. Subject to the "each person" limit, the amount shown on the Declarations Page for "each accident" is the most we will pay for all covered damages due to bodily injury sustained by two or more persons in any one accident. Without changing this "each accident" limit, we will apply that limit to provide any separate "each person" limit required by law for bodily injury liability.

Notwithstanding the terms directly set forth above in this Limits of Liability clause, if there is more than one auto shown on the Declarations Page for this Policy and you purchased this UM coverage for that other insured auto, then the applicable limit for UM/UIM coverage is multiplied by the number of those covered autos shown on the declarations with this UM coverage, but:

1. NOT to be multiplied by more than a total of three (3) of those covered autos; and
2. Only to be so multiplied when required by Alabama law, as amended, and if necessary to cover the damages the insured Covered Person is legally entitled to collect from the owner or driver of the uninsured motor vehicle for bodily injury caused by the accident.

The "each person" limit of liability includes the total of all claims made for bodily injury to a Covered Person and all claims of others derived from such bodily injury, including, but not limited to, emotional injury or mental anguish resulting from the bodily injury of another or from witnessing the bodily injury to another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful each death.

No one will be entitled to receive duplicate payments for the same elements of loss paid by any other source.

We shall not be obligated to pay under this coverage that part of the damages that are paid or payable:

1. Under the Medical Payments Coverage in Part B;

2. Paid or to be paid because of bodily injury by or on behalf of any persons or parties that may be legally responsible, including, but not limited to all sums paid under Part A of this policy. If the Covered Person enters into a settlement agreement with the liable person or party, or its insurer, for an amount less than the sum of the full limits of liability under all applicable liability bonds and policies, the amount to be reduced from damages will be the total amount of the full limits of liability for all liability bonds or policies, except:
  - a. when that lesser amount settled for was solely because the full liability limits were not actually made available to the insured Covered Person and were reduced by multiple claims being paid to other persons injured in the same accident; or
  - b. to the extent that we have consented to such settlement between the insured Covered Person and the legally responsible persons or organizations for less than the available liability bonds or policies (or self-insurance).
3. Under any workers' compensation law, disability benefits law, or similar laws.
4. From any other source of recovery, including but not limited to any other insurance policy.

However, these limitations shall not reduce the available amount to less than minimum limits (or to less than applicable stacked minimum limits, if stacked coverage applies) when the injured Covered Person's damages for bodily injury are greater than those otherwise applicable minimum limits and are not fully compensated.

#### PAYMENT OF LOSS BY US

Payment by us is payable to:

1. The Covered Person or, if the Covered Person is a minor, to his parent or guardian, subject to the approval of the appropriate Court(s) of law; or
2. If the Covered Person is deceased, to the surviving spouse; or
3. To a person authorized by law to receive such payment.

#### ACTION AGAINST US

A Covered Person must have complied fully with all the terms of this policy and this Part before any obligation for payment arises, and no action may be taken against us without and until compliance with all

conditions and terms of this policy by the person(s) seeking coverage hereunder.

### PROOF OF CLAIM

You or the Covered Person or someone on behalf of the Covered Person must have reported the accident to the police within 24 hours.

As soon as possible, the Covered Person making claim under this coverage shall give us written proof of intent to present a claim under this Part, including submission of a sworn proof of loss that provides all known details of the accident, persons involved, entities involved, and vehicles involved, the known insurance coverages that apply to all participants, injuries and treatment for which claims are made, all other and past medical histories, and any other information we may need to determine if coverage is due and, if so, the amount payable. The Covered Person shall submit to reasonable questioning, under oath and provide records or documents, if requested, concerning any claim made under this policy as often as we may reasonably require outside the presence of any other claimants.

The Covered Person shall submit to physical examinations by doctors chosen by us as often as we may reasonably require. The Covered Person shall also give us an authorization which would allow us to obtain all necessary medical reports and copies of the records.

### OTHER INSURANCE

If there is other applicable similar insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance which is deemed primary.

### TRUST AGREEMENT

If we pay a Covered Person for a loss under this coverage:

1. We are entitled to recover from that Covered Person an amount equal to such payment if there is a legal settlement made on behalf of the Covered

Person against any person or organization legally responsible for the bodily injury.

2. The Covered Person must hold in trust for us all rights to recover money which that Covered Person has against any person or organization legally responsible for the bodily injury.
3. The Covered Person must do everything proper to secure our rights and do nothing to prejudice these rights.
4. If we ask the Covered Person in writing, the Covered Person will take the necessary or appropriate action, through a representative designated by us, to recover payments as damages from the responsible person or organization. If there is a recovery, then we shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this recovery.
5. The Covered Person must execute and deliver to us any legal instrument or papers necessary to secure the rights and obligations of the Covered Person and us as established here.

### PART D - COVERAGE FOR DAMAGE TO YOUR AUTO INSURING AGREEMENT

If you have paid the premium when due for coverage under this Part D, we will pay for direct and accidental loss to Your Covered Auto for which the coverage was purchased and is shown with a premium on the Declarations Page other than loss arising out of the operation, maintenance or use of the auto by a Non-Covered Person.

"Direct and Accidental Loss" means damage caused by the upset, collision, missiles, falling objects, fire, theft or larceny, explosion or earthquake, hail, water or flood, malicious mischief, or vandalism, contact with birds or animals, or breakage of glass, to Your Covered Auto. However, loss covered by riot or civil commotion are not considered a direct and accidental loss. Loss occurring during operation, maintenance or use by a Non-Covered Person is not a covered loss.

"Collision" means the upset, or collision with another object of Your Covered Auto. Loss caused by any one of the following are not considered a "collision":

1. missiles.
2. fire.
3. theft, conversion, or larceny.
4. explosion or earthquake.

5. hail, water, or flood.
6. malicious mischief or vandalism.
7. contact with birds or animals.
8. breakage of glass.

Comprehensive Coverage, when purchased, applies to loss caused by any one of the perils listed above when not caused by Collision.

### TRANSPORTATION EXPENSES

In addition, we will pay up to \$10 per day, to a maximum of \$300 for transportation expenses incurred by you because of the total theft of Your Covered Auto. We will pay for transportation expenses incurred during the period:

1. Beginning 72 hours after the theft has been reported to us and to the police; and
2. Ending the earlier of when whereabouts of Your Covered Auto becomes known to the Covered Person or Company or when we offer to pay for its loss.

This Transportation Expense will not apply if the Named Insured has purchased Rental Reimbursement Coverage.

### SPECIAL EQUIPMENT COVERAGE

There is no coverage for Special Equipment unless you have paid the additional premium, when due, for Special Equipment Coverage. Special Equipment means non-original manufacturer permanently installed enhancements, and permanently installed equipment and devices that are attached by brackets or bolts to Your Covered Auto. If you have paid the premium when due for Special Equipment Coverage, we will pay for loss covered under this Part D for the following Special Equipment, subject to the limit of liability:

1. Subject to a limit not exceeding the lower of \$1,500 or any lower limit shown on the Declarations Page, for any one of the following items:
  - a. Pickup bed cover.
  - b. Pickup bed liner.
  - c. Camper shell.
  - d. Tool boxes permanently installed by brackets or bolts.
  - e. Special edition models.
  - f. Permanently installed non-standard sound equipment:

- i. radio speakers;
  - ii. amplifiers; and
  - iii. other sound reproducing equipment.
2. Custom wheels and custom tires, subject to a limit not exceeding the lower of \$2,000 or any lower limit shown on the Declarations Page.
3. Custom paint, subject to a limit not exceeding the lower of \$2,500 or any lower limit shown on the Declarations Page.

### EXCLUSIONS

We will not pay for:

1. Loss to Your Covered Auto while it is being operated, maintained, or used by a Non-Covered Person.
2. Loss to Your Covered Auto which occurs while it is used to carry person(s) or property for a fee or compensation of any type, including, but not limited to, pizza, postal, and newspaper deliveries. This exclusion does not apply to a share-the-expense carpool.
3. Damage due and confined to:
  - a. wear and tear;
  - b. freezing;
  - c. mechanical or electrical breakdown;
  - d. road damage to tires;
  - e. mechanical or electrical breakdown; or
  - f. repair, maintenance, or service by you, any other person or third party.

This exclusion does not apply if the damage results from the total theft of Your Covered Auto.

4. Loss due to or because of:
  - a. radioactive contaminations.
  - b. nuclear radiation or nuclear event.
  - c. war (declared or undeclared).
  - d. civil war.
  - e. insurrections.
  - f. rebellion or revolution;
  - g. pollutants or hazardous materials; or
  - h. terrorist act.
5. Loss to equipment designed for the reproduction of audio or video sound unless the equipment is permanently installed in the dash or console opening specified by the manufacturer of the motor vehicle for the installation of such equipment.
6. Loss to tapes, CDs, DVDs, records, USB devices or other devices, for use with equipment designed for the reproduction of audio or video.
7. Loss to a camper body or trailer.

8. Loss of non-attached personal property located in Your Covered Auto at the time of loss.
9. Loss to:
  - a. TV antennas.
  - b. Awnings or cabanas.
  - c. Equipment designed to create additional living facilities.
  - d. Cooking devices or facilities.
10. Except when covered under Special Equipment Coverage, loss to any of the following or their accessories:
  - a. citizens band radio.
  - b. two-way mobile radio.
  - c. telephone.
  - d. scanning monitor receiver.
  - e. speed detection devices.
11. Except when covered under Special Equipment Coverage, loss to electronic devices other than permanently installed original auto manufacturer installed electronic devices. 11. Except when covered under Special Equipment Coverage, loss to any custom furnishings or equipment in or upon any vehicle. Custom furnishings or equipment include but are not limited to:
  - a. special carpeting and insulation, furniture, bars, or television receivers.
  - b. facilities for cooking and sleeping.
  - c. height-extending roofs; or
  - d. custom murals, painting or other decals or graphics, including ground effects. Unless otherwise insured against and appropriate premium charged.
12. Loss to Your Covered Auto while being operated:
  - a. for racing or performance driving;
  - b. to participate in or practice or prepare for any speed contest, race, stunt, demolition, competition, demonstration, sport rally, exhibition or activity, or timed contest; or
  - b. on an indoor or outdoor track, course or trail designed or used for:
    - i. speed or racing contests;
    - ii. demonstration or high performance driving; or
    - iii. driver training or competition.

Racing or performance driving includes any activity listed in this definition above, whether or not that activity is spontaneous, planned or organized, including, but not limited to "hot rod", "drag" and "stock" racing.
13. Any loss to Your Covered Auto arising out of or during its use for the transportation of any explosive substance, flammable liquid, or similarly hazardous materials, except transportation incidental to your ordinary household or farm activities.
14. Loss with respect to a vehicle, ownership of which is acquired by the Covered Person during the policy period. The Covered Person has not notified us in writing and paid the applicable premium within thirty (30) days of such acquisition of his or her election to make this part of this policy applicable to such vehicle.
15. Loss due to theft under this coverage if evidence exists that forcible entry was not required to gain access to Your Covered Auto.
16. Except when covered under Special Equipment Coverage, loss to equipment or devices which is not available from the manufacturer of Your Covered Auto.
17. Loss to a non-owned vehicle arising out of its use by the Covered Person in the motor vehicle sales or service business.
18. Loss to Your Covered Auto caused during the commission of a crime other than traffic violations.
19. Vandalism, theft, or conversion of a covered vehicle, non-owned vehicle, or trailer:
  - a. by you, a relative, or any resident of your household.
  - b. prior to its delivery to you or a relative;
  - c. while in the care, custody, or control of anyone engaged; or
  - d. in the business of selling the vehicle or trailer.
20. Loss while towing a vehicle other than Your Covered Auto.

## LIMIT OF LIABILITY

Our limit of liability for payment to you shall not:

1. Exceed the actual cash value of Your Covered Auto at the time of direct and accidental loss, or the cost of repair with parts that have comparable fit and function as the parts replaced, whichever is less. To determine the cost to repair or replace, you agree that parts and equipment, as allowed by law, may be new, reconditioned, remanufactured, or used, including, but not limited to, as we deem reasonable:
  1. Original equipment manufactured parts or equipment (OEM); and/or

2. Non-original equipment manufactured parts or equipment (after-market or non-OEM).

We may specify the use of parts and equipment that are not OEM (unless prohibited by law). Warranties applicable to parts and equipment that are not OEM may be provided by the manufacturer or distributor of such parts rather than the manufacturer of the auto.

2. Be increased if Your Covered Auto is altered after its purchase resulting in an increase in value unless you notify us of such alterations in writing and an additional charge is paid for such alterations under Special Equipment Coverage.
3. Be increased for special equipment unless such special equipment has been specifically declared to us and an additional charge is paid for that special equipment under Special Equipment Coverage.
4. Exceed four (4) days of storage charges incurred prior to the date you report a loss or accident to us.
5. Exceed the towing or wrecker charges to the nearest authorized repair facility.

#### PAYMENT OF LOSS

We may pay for any loss in money or repair or replace the damaged or stolen auto with parts of the kind and quality or damaged part thereof with parts of like kind and quality (which will include parts supplied by a supplier other than the original manufacturer). We may, at our expense, return any stolen auto to You or the address shown in this policy.

You may not require us to pay for any loss or damage until thirty (30) days after you have complied with all the terms of this policy.

If stolen property is recovered, we will pay only for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value. We have no duty to keep or preserve salvage.

We have no duty to cover or pay for any diminution in value.

We have no duty to cover or pay for storage costs in excess of the storage we reasonably determine is the average or customary charge for such storage in the geographic area.

For a covered total loss of an auto (whether due to a comprehensive or collision loss), our payment will include all applicable taxes, license fees and other fees incident to the transfer of ownership of a comparable auto. The amount payable on taxes, license fees, and transfer fees shall be limited to the amount that would have been paid on the totaled, insured Covered Auto at the time of settlement. Such cost may be derived pursuant to the Alabama Department of Revenue Regulations regarding total loss.

#### NO BENEFIT TO BAILEE

The insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

#### OTHER INSURANCE

If other insurance also covers the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any coverage we provide on or with respect to a temporary substitute auto is excess to all other insurance and self-insurance except where we are required by statute to provide this coverage to such vehicle on a primary basis.

This Policy's coverage does not apply to a newly acquired auto if there is any other collectible insurance or source(s) of recovery on or applicable to that newly acquired auto.

#### APPRAISAL

If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In that event, each party will select a competent appraiser, the two appraisers will select an umpire. Each appraiser will state separately the actual cash value and the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

If we become obligated to reimburse a lienholder under this coverage due to your failure to meet the policy requirements or through your failing to make your premium payments, we have the right to recover any money we pay from you.

### LOSS PAYEE - LIENHOLDER

If a "loss payee" or lienholder is designated and shown on the Declarations Page, then a covered loss to Your Covered Auto under this Policy will be paid according to your interest and that of that loss payee or lienholder. At our option, we may make separate payments according to those interests.

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

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

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

We may void, cancel or terminate this Policy according to its terms and any such act shall also void, cancel or terminate this agreement as to any loss payee's interest. We will give notice as required by law.

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

### PART E - RENTAL REIMBURSEMENT COVERAGE

If you have paid the premium when due for Rental Reimbursement Coverage, when there is a covered loss under Collision Coverage or Comprehensive Coverage in excess of the applicable deductible, we will pay for rental expense, subject to the maximum daily rate and maximum number of covered days shown on the Declarations Page) incurred for the rental of an auto from a commercial public auto rental agency. Subject to these limits on rate and number of days, reimbursement will be for the following period: 1. For losses other than theft of the entire auto:

- a. The day Your Covered Auto that sustains a covered loss is delivered to a garage for repairs if repairs have been authorized by the owner of the vehicle and estimated by the Company, and

terminating on 12:01 A.M. on the day following completion of repairs; or

- b. The day the loss is reported to the Company if the Company offers settlement in lieu of repairs, and terminating on 12:01 A.M. on the day following the settlement offer.

#### 2. Theft of the entire auto:

- a. The day the theft is reported to the Company and the police, and terminating on 12:01 A.M. on the day following the Company's settlement offer for the theft; or
- b. If the auto is recovered before settlement, terminating on 12:01 A.M. in the day following completion of repair.

Theft of the entire auto and any subsequent damage following the theft and before repairs are completed, shall be considered a single loss. Upon recovery, this benefit is not payable for any period that the auto is in the possession of you or any Covered Person under Part A and is drivable.

### PART F - INSURING AGREEMENT & TOWING AND LABOR

We will pay towing and labor costs incurred each time Your Covered Auto is disabled, subject to the limit shown on the Declarations Page. This coverage applies only to Your Covered Auto for which the required premium is paid when due.

### PART G - DUTIES AFTER AN ACCIDENT OR LOSS GENERAL DUTIES

We must be notified immediately of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses, the names of all drivers, and known claims being presented.

A person seeking any coverage must:

1. Cooperate with us in the investigation of all claims, including giving us notice immediately or as soon as practicable after any accident or loss, the facts of loss and the time, place and date, and including providing to us, as soon as practicable after known:
  - a. all names and other relevant information of who was involved in the accident or loss. This also includes, but is not limited to, witness, injury and loss information such as names,

- addresses and telephone numbers of any witnesses and/or injured persons;
  - b. license plate information of vehicles involved or vehicle descriptions;
  - c. all known driver license and insurance information of persons involved;
  - d. any law enforcement action taken;
  - e. driving conditions; and
  - f. any other relevant information.
2. Give us prompt and timely notice of any:
    - a. claim being brought; or
    - b. lawsuit that has been or is being filed;
 that may affect this Policy and the benefits and rights under it. Copies of all notices, summons and/or other legal papers and process, either sent or received, in connection with any accident or loss also must be given to us.
  3. Give prompt notice to law enforcement within 24 hours of any accidents or losses that involve:
    - a. Vandalism or theft;
    - b. Hit-and-run vehicles; or
    - c. Unidentified at-fault drivers; and
 complete an official report to a law enforcement agency with jurisdiction within twenty-four (24) hours or as soon as practicable.
  4. Give us a statement under oath or submit to examination under oath (“EUO”), as often as we reasonably request. Such statement or EUO will be:
    - a. at a reasonable location of our choice;
    - b. conducted by us, or our representative;
    - c. outside the presence of any witness, person or party making a claim due to the same accident or loss, or any other person except for:
      - (1) that person’s legal counsel; and/or
      - (2) a parent or guardian if the person making the statement is a minor or deemed incompetent by law; and
    - d. recorded, by video and/or audio and/or court reporter, as we choose.

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

- a. any relative or any person who is an insured under any Part of this Policy and who may be

able to help us to get relevant information, even if that person is not claiming benefits under this Policy; or

- b. any health care provider rendering services for which benefits are sought under this Policy.
5. As we request, provide written proof of loss, and authorization forms to us to secure records of medical, dental and vision history, testing and treatment; counseling; wages; employment; workers compensation claims; financial history; cell phone usage and billing; and prior injury, accident and claims records.
  6. Allow us to view and photograph vehicles.
  7. Promptly send to us any letters, summons and complaints, notices or legal papers received in connection with the accident or loss, or any suit filed by or against such person seeking coverage, including indication of whether defense or action is sought from us regarding the same.
  8. Cooperate with us in the settlement or defense of any lawsuit, mediation and arbitration.
  9. Submit as often as we reasonably require to physical exams by physicians we select. We pay for these exams.

#### ADDITIONAL DUTIES FOR UNINSURED MOTORISTS’ COVERAGE

A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police within 24 hours of the accident if a hit and run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought against an uninsured motorist and keep us advised of proceedings therein.

#### ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

A person seeking Coverage for Damage to Your Covered Auto must also:

1. Take reasonable steps after a loss to protect Your Covered Auto and its equipment from loss or further damage. We will pay reasonable expenses incurred to do this.
2. Permit us to inspect and appraise the damaged property before its repair or disposal, and allow us to move Your Covered Auto as necessary to minimize storage charges.



## PART H – GENERAL PROVISIONS

### RIDESHARE (TNC), DELIVERY AND VEHICLE SHARING EXCLUSION

THERE IS NO COVERAGE OR BENEFIT OF ANY KIND UNDER THIS PERSONAL AUTO POLICY FOR ANY ACCIDENT, LOSS OR DAMAGE RESULTING FROM ANY:

1. Use of any motor vehicle, or other activity, associated with or connected to a transportation network company. There is no coverage under the policy for any activity with any motor vehicle during the period of time from the moment a driver participating in any activity with a transportation network company logs on to the transportation network company's digital or online-enabled application or platform until the driver logs off the digital or online-enabled application or platform.
2. Transport of passengers or transport or delivery of property, food and other goods, from the moment a driver participating in any activity with a delivery network company logs on to the company's digital or online-enabled application or platform until the driver logs off the digital or online-enabled application or platform.
3. Use of any motor vehicle, or other activity, associated with or connected to a personal vehicle sharing program or other similar program that engages in the business of facilitating the sharing of private passenger motor vehicles.

This Exclusion does not apply to coverage under Medical Payment Coverage or Uninsured Motorist or Underinsured Motorist Coverage with respect to bodily injury to you, a relative or a covered driver named on the Declarations Page who sustains bodily injury while riding as a passenger in, and who is not operating, a motor vehicle other than Your Covered Auto.

If we are required by law to disregard any of the exclusions listed above and as a result provide insurance under this Policy, any insurance provided by us shall be limited to the minimum

types and limits required by that law, and shall be excess to:

1. All other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and protection pursuant to a financial responsibility filing; and
2. The financial responsibility or insurance limits required by law to be maintained by the transportation network company, delivery company, or the personal vehicle sharing program.

### BANKRUPTCY

Bankruptcy or insolvency of the Covered Person shall not relieve us of any obligations under this policy.

### CHANGES

This policy contains all the Agreements between you and us. Its terms may not be changed or waived except by written endorsement issued by us.

If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. If we do this, your policy will only provide coverage for this change when the additional premium due, if any, is paid. If the additional premium is not paid, this could result in coverage for a reduced number of days in the current and/or subsequent policy period.

### CONDITIONS PRECEDENT AND LEGAL ACTION AGAINST US

A person seeking coverage under this policy must fully comply with all the terms of this policy before we have a duty to make payment. No legal action may be brought against us until there has been full compliance with all the terms of this policy. No legal action may be brought against us under Part A until the amount of a covered obligation of a Covered Person has been fully determined by judgment after trial.

No person or organization has any right under this policy to bring us into any action to determine the liability of a Covered Person.

## OUR RIGHT TO RECOVER PAYMENT

If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. Our rights of subrogation shall exist regardless of whether the person to or for whom payment was made has been made whole by our payment and/or the payments from other persons who are liable to the insured.

That person to whom or for whom payment was made shall:

1. Do whatever is necessary to enable us to exercise our rights.
2. Do nothing after loss to prejudice our rights; and
3. Cooperate with us in the prosecution of any claim or suit to recover payments we made.
4. Take whatever steps are necessary to protect our rights.

However, our rights in this paragraph do not apply under Part D, against any person using Your Covered Auto with permission to do so.

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

1. Hold in trust for us the proceeds of the recovery;  
and
2. Reimburse us to the extent of our payment. The amount to be reimbursed to us shall not be reduced by any contract to which we are not a party or by any equitable doctrine, including but not limited to the "Common Fund Doctrine."

Insured shall not encumber our right to recover any amount to be paid under this policy. To the extent our right to recover is encumbered, the settlement amount with the insured may be reduced.

This right of reimbursement survives regardless of whether the person to or from whom payment is made has been made whole.

## POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

The policy territory is:

1. The United States of America, its territories, and possessions.
2. Puerto Rico; or
3. Canada

This policy also applies to loss to, or accidents involving, Your Covered Auto while being transported between ports within the policy territory.

## EXPIRATION

This policy will expire at the time and on the date shown on the Declarations.

THERE IS NO GRACE PERIOD.

Payment of the premium necessary for renewal or continuation of the policy made after the expiration date as stated on the renewal notice will not extend coverage. If, at the Company's option we agree to renew the policy after receipt of a late renewal premium payment, renewal will begin, with a lapse in coverage, effective either (1) 12:01 a.m. on the day following the post mark date shown on the envelope containing the mailed payment; or (2) the time and of our actual receipt of a payment that is not mailed. Any accidents occurring during a lapse period will not be covered.

If this policy has been expired for more than 30 days, there can be no renewal of the policy.

## TERMINATION

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

1. The named insured shown in the Declarations may cancel by:
  - a. returning this policy to us; or
  - b. giving us advance written notice of the date the cancellation is to take effect.
2. We may cancel by mailing to the named insured shown on the Declaration Page at the address shown in this policy:

- a. at least twenty (20) days before the effective date of cancellation if cancellation is due to any reason other than nonpayment of premium;
  - b. at least ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium; or
  - c. as otherwise permitted by law.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we may cancel this policy for any of the reasons as set forth in the Code of Alabama, 1975, Sec. 27-23-21, or as otherwise permitted by law.

**Non-renewal.** If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations Page at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period.

**Automatic Termination.** If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

**Other Termination Provision:**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send the refund to the appropriate party. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. Coverage for Your Covered Auto shall terminate automatically:
  - a. when a person other than you becomes the owner, to any extent and by any method including but not limited to purchase, conditional sale, and/or installment contract, of the auto; or
  - b. on the effective date of any other motor vehicle insurance policy covering that auto.

#### TRANSFER OF YOUR INTEREST

#### IN THIS POLICY

Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declaration dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death; or
2. The legal representative of the deceased person as if a named insured shown on the Declarations Page. This applies only with respect to the representative's legal responsibility to maintain or use Your Covered Auto.

Coverage will only be provided until the end of the policy period.

#### TWO OR MORE AUTO POLICIES

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

#### FRAUD AND MISREPRESENTATION

This policy shall be null and void, and no benefit or effect whatsoever as to any claim arising thereunder, in the event that any statement made or document(s) submitted by the Covered Person or their legal representative as to any material facts is made in the application, a notification of change or in a claim under the policy is false or fraudulent, or is material to either the acceptance of the risk or the hazard assumed by us, or had we known the true facts we would not have issued the policy or would have issued it for a higher rate.

#### COMPLIANCE WITH ALABAMA STATE LAW

The coverage provided under this policy is in accordance with the coverage defined in section 32-7A-4 of the Alabama Mandatory Liability Insurance Act relating to bodily injury and death, or property damage or both.

Any covered person shall reimburse us for any payment that we would not have been obligated to

make under the terms of this policy if said payments were made pursuant to section 32-7-22 of the Alabama Motor Vehicle Safety Responsibility Act.

IN WITNESS WHEREOF, this company had caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized agent of the Company.

Secretary



President

