



SAFEWAY INSURANCE

CALIFORNIA PRIVATE PASSENGER AUTOMOBILE POLICY

Effective: April 1, 2021

Customer Service and Claims: (800) 807-2339

P.O. Box 5004, Monrovia, CA 91017-7104 www.safewayinsurance.com

IMPORTANT NOTICE

Safeway relies upon the accuracy and integrity of the information you provided on your application as well as the information you provide when there are changes to your driving and vehicle profiles. The company matches your driving and vehicle profiles to a rate and willingly accepts the risk based on your statements.

Liability limits for non-listed permissive drivers, as defined under Persons Insured (p. 3) in this policy, are limited to the minimum statutory limits of \$15,000 per person, \$30,000 per accident for bodily injury, and \$5,000 for property damage in California. These limits may be a reduction from those showing on your Declarations Page, but do not apply to those persons listed as insured on your Declarations Page. Please read the definition of "Persons Insured" under Part I-Liability, and review all Exclusions carefully. Please also refer to your Policy Declarations Page for which endorsements apply to your policy, and read the applicable endorsement language in the Endorsements section of this policy.

It is also very important that you review your Policy Declarations Page for accuracy. If you desire coverage for persons other than those listed as insured on your Policy Declarations Page, please request your agent/broker to have your policy amended to list additional drivers. To avoid reductions in coverage, claim denial, or policy voidance, immediately inform the company of any drivers of your vehicles not listed as insured on your Policy Declarations Page. You must also disclose to the company all persons in your household of legal driving age. All such persons must be added as drivers or excluded from coverage. Please also refer to General Policy Conditions, 10. Declarations, Fraud and Misrepresentations.

WARNING: Any material misrepresentation, omission, concealment of facts, or incorrect statements on the application for insurance, notification of change to the policy, or in the presentation of any claim under this policy constitutes insurance fraud and is subject to the criminal penalties under Section 550 of the California Penal Code, claim denial, and policy voidance.

If you have purchased Physical Damage (Comprehensive and Collision) coverages, please review the Exclusions (under Part III-Physical Damage) regarding equipment that is not permanently installed by the original automobile manufacturer.

Your Safeway Insurance Policy is a private passenger contract. **Coverage does not extend to use of your insured vehicle(s) for Commercial Purposes or for Transportation Network Companies.** Please refer to definitions and exclusions in Part 1-Liability of this Private Passenger Automobile Policy.

Please review your entire policy carefully noting definitions, coverage limitations, restrictions and exclusions.

If you are unable to resolve any problems concerning your policy with your agent/broker or Safeway, you may contact the Consumer Affairs Unit of the California Department of Insurance at: 300 South Spring Street, Los Angeles, CA 90013 • 1-800-927-HELP or at www.insurance.ca.gov.

California Law requires the following warning – Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the law of Mexico, including the possible impoundment of your automobile.

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SAFEWAY INSURANCE COMPANY

POLICY PROVISIONS – PART A

Subject to the payment of all premiums, when due, and in reliance upon the statements in the declarations and the statements in the application, and subject to the terms of this policy and its endorsements, the company makes the following agreements with the named insured:

PART I - LIABILITY

Coverage A – Bodily Injury Liability: Coverage B – Property Damage Liability: To pay on behalf of the insured all sums **except punitive or exemplary damages**, which the insured shall become legally obligated to pay as damages because of:

A. bodily injury sustained **by any person other than an insured**;

B. property damage:

caused by accident, arising out of the ownership, or use, of an owned automobile by an insured or arising out of the use of a non-owned automobile by an insured. The company shall defend the insured against any lawsuit, alleging bodily injury or property damage **for which this policy provides indemnity**. Defense will be provided, after such suit is tendered to the company with counsel of the company's choice. However, the company may make such investigation and settlement of any claim or suit as it deems expedient. **Defense will be provided until the company has paid the applicable limit of liability for the accident which is the basis of a lawsuit, but not beyond that time. See Part I – Conditions 3 and 4. Further, the company may recoup the cost of any defense advanced by the company if it is later determined the insured is not entitled to indemnity under this policy.**

Supplementary Payments: To pay, in addition to the applicable limits of liability:

- (a) Court costs of any suit for covered damages and interest awarded and/or accruing on that amount of a judgment that does not exceed the limit of liability shown in the Policy Declarations, until the company pays off, offers to pay, or deposits in court, that amount of the judgment that does not exceed the limit of liability shown in the Policy Declarations. This does not apply if the company has not been given notice of a suit or the opportunity to defend a person insured;
- (b) premiums on appeal bonds required in any such suit if the company has not paid its limits of liability applicable for the suit, premiums on bonds to release attachments of an insured's property but the amount of the bonds shall not exceed the company's applicable limits of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of a covered accident, not to exceed \$250 per bail bond, but without any obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident involving an automobile insured hereunder and not due to war;
- (d) all reasonable expenses incurred by the insured, at the company's request, and loss of earnings, not to exceed \$50 per day to attend the trial of a civil suit at the company's request.

Persons Insured: The following are insured under Part I:

- (a) With respect to the owned automobile:
 - (1) the named insured and any relative,
 - (2) persons listed as drivers in the policy declarations,
 - (3) any other person using an owned automobile, provided it is used with the permission of the named insured, expressed or implied, and within the scope of such permission and persons residing with such permissive user and related by blood, marriage or adoption, including wards and foster children, **subject to the Limitation detailed below.**
 - (4) Residents other than described in (a)(1) or (a)(2), above, **subject to Limitation detailed below.**

Limitation: If the declarations state bodily injury liability limits

in excess of \$15,000 per person and \$30,000 per accident and/or property damage liability limit in excess of \$5,000 per accident, then the coverage in excess of those limits shall not apply to the operation or use of a motor vehicle by a person described in subpart (a)(3) or (a)(4) other than the agent or employee of the named insured in the scope of his employment. This limitation shall not apply to liability incurred by the named insured or relative, or to a person listed as a driver in the policy declarations.

(b) With respect to non-owned automobile:

- (1) the named insured,
- (2) persons listed as drivers in the policy declarations, provided such persons do not own an automobile other than an automobile listed in the declarations,
- (3) relatives listed as drivers in the policy declarations, provided such relative or relative's spouse does not own an automobile other than an automobile listed in the policy declarations;
- (4) the owner or lessee of the non-owned automobile, but only while the non-owned automobile is used by one of the persons in (b) (1) or (b)(2) above. The insurance afforded under Part I applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

Definitions: Under Part I

Accident means an unplanned, unintentional and uncontrolled event that led to, or could have led to: injury to persons, damage to property or some other loss;

Automobile means any self-propelled motor vehicle, with neither more than nor less than four wheels. Automobile does not include a vehicle used as a residence or premises;

Automobile Business means the business or occupation of selling, leasing, renting, repairing, servicing, storing, parking, delivering, testing or road testing a motor vehicle;

Bodily injury shall include sickness or disease, including death resulting therefrom;

Commercial Purposes means:

- (a) Motor vehicles rented or leased to others. This does not include shared-experience car-pooling, or ride sharing, except as defined under General Policy Conditions of this policy;
- (b) Motor vehicles used to carry persons for a charge, fee, or compensation or use of a motor vehicle while the motor vehicle is available for hire by the public, including the time during which a motor vehicle is, directly or indirectly, logged on to any application, platform, or other system used to connect with potential passengers and use of a motor vehicle going to pick up passengers, including entering into or alighting from a motor vehicle;
- (c) Motor vehicles used to deliver or pick up tangible property for a charge, fee, or compensation. The definition of deliver or pick up includes going to and returning from the delivery or pickup and/or the time the motor vehicle is, directly or indirectly, logged on to any application, platform or other system used to initiate such activity. Tangible property includes but is not limited to, food, messages, newspapers, periodicals, packages or film; or
- (d) Operation or use of any vehicle for emergency medical, law enforcement, or fire suppression purpose, in the insured's part-time or full-time occupation or business, or as a volunteer activity.

Dwelling means a self-contained unit of accommodation such as a house, home, condominium unit, apartment unit, or other similar housing unit, where a person has his/her permanent primary residence to which he/she returns, or intends to return.

Insured means a person described under "Persons Insured";

Leased Automobile means an automobile leased or rented to the named insured, by a lessor licensed to lease motor vehicles, under a written contract for a period of six months or longer and in other respects qualifies as an owned automobile;

Motor Vehicle means any vehicle designed for use principally upon streets and highways and subject to motor vehicle registration under the laws of California;

Named Insured means the individual identified as such in the policy declarations and also includes the named insured's spouse or registered domestic partner, if a resident of the same household;

Newly Acquired Automobile means an automobile defined under **Owned Automobile** (c);

Non Owned Automobile means a vehicle that:

- (a) **is used with permission of the owner of the vehicle and**
- (b) **is a private passenger or utility automobile or a trailer**
- (c) **is not used for commercial purposes and**
- (d) **is not owned by, leased to, or registered to, or available for the regular use of, the named insured, any other persons listed as a driver in the policy declarations, a relative, a resident, or an insured's employer, an insured's employee, the named insured's non-resident spouse, or a person residing with an insured.**
- (e) **has never been owned by or registered to the named insured, or any other person(s) listed as a driver in the policy declarations;**

Operator means the person sitting immediately behind the steering controls of a motor vehicle and no other person;

Owned Automobile means:

- (a) a motor vehicle listed in the policy declarations,
- (b) a trailer owned by the named insured,
- (c) any private passenger automobile, operable or inoperable, the ownership, or lease hold of which is acquired solely by the named insured or by a resident relative, during the policy period, provided the automobile meets these four conditions:
 - (1) it replaces a motor vehicle listed in the policy declarations and the insured has transferred title and possession of the replaced motor vehicle on or prior to the date of acquisition of the newly acquired automobile, or the company insures all private passenger and utility automobiles owned by the named insured, operable or inoperable, on the date the named insured takes delivery of such automobile and
 - (2) **the automobile has never been owned by or registered to: the named insured, a relative, the named insured's spouse, a resident, a person listed as a driver in the policy declarations, an insured's employer and**
 - (3) **the named insured applies to the company for insurance on such acquired automobile within thirty days of such acquisition, and pays the required premium when due. Coverage is limited to the lesser of thirty days from the date of acquisition or the date the policy subsequently expires or is canceled, unless the company agrees, in writing, to a further extension of coverage and**
 - (4) the automobile is not used for commercial purposes;

Person(s) means a natural person and not a corporation, partnership, association or trust;

Policy Declarations means the document showing your coverages, limits of liability, insured automobiles, premium, and other policy related information. Policy Declarations may be referred to as Declarations Page or declarations;

Private Passenger Automobile means an automobile designed solely for the transportation of person and their personal luggage;

Property Damage means injury to or destruction of tangible property, including the loss use of the property;

Relative means a person who resides with the named insured and is related to the named insured by blood, marriage or adoption and includes wards and foster children. Unmarried children, (including wards and foster children) of the named insured, residing elsewhere while attending school or in the armed forces, are considered to reside with the named insured, provided they are not emancipated;

Resident means an individual who inhabits the same dwelling as the named insured;

Trailer means a trailer that meets all of the following requirements at the time of loss:

- (a) It is not being used in the automobile business or for commercial purposes,
- (b) It is being used with a motor vehicle listed in the policy declarations,
- (c) It is designed for use with a private passenger automobile,
- (d) It is not a home, office, store, display or passenger trailer;

Use of a motor vehicle means operating, maintaining or loading and unloading thereof;

Utility Automobile means an automobile with a load capacity of two thousand pounds or less of the pick-up body, sedan delivery or panel truck type;

War means war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

Exclusions: This policy does not apply under Part I:

- (a) **to any motor vehicle used for commercial purposes but this exclusion does not apply to the named insured with respect to bodily injury or property damage which results from the named insured's occupancy of a non-owned automobile other than as an operator thereof;**
- (b) **to bodily injury or property damage caused intentionally by or at the direction of an insured, or arising out of an intentional act of an insured;**
- (c) **to liability for any bodily injury or property damage with respect to which insurance is or can be afforded under a nuclear energy liability policy;**
- (d) **(to liability imposed upon or assumed by an insured under any workers compensation law;**
- (e) **(to bodily injury to a fellow employee of an insured injured in the scope and course of his or her employment but this exclusion shall not apply to the named insured, or relative, with respect to injury sustained by such fellow employee;**
- (f) **o any person or to any agent or employee thereof, employed or otherwise engaged in the automobile business with respect to any accident arising out of the use of a motor vehicle in connection therewith, but this exclusion shall not apply to the named insured or relative;**
- (g) **(to liability for bodily injury to an insured or liability for bodily injury to an insured whenever the ultimate benefits of that indemnification accrue directly or indirectly to an insured, including, in both instances, those persons who would have otherwise been included within this policy's definition of an insured but who are excluded from coverage while using a motor vehicle;**
- (h) **to a non-owned automobile while used in any business or occupation, except a private passenger or utility automobile operated by the named insured, a private chauffeur, domestic servant, or a trailer used therewith or with an owned automobile;**
- (i) **to property damage to property owned by, rented to, transported by, or in the charge of, an insured. A motor vehicle operated by an insured shall be considered property in the charge of an insured. This exclusion does not apply to property damage to a residence rented by the insured or to the private garage of the residence rented by the insured;**
- (j) **to bodily injury or property damage occurring while a motor vehicle is being used in any illegal street race or event on public property. This exclusion does not apply to amounts required by the minimum financial responsibility laws of the state in which a loss occurs;**
- (k) **to bodily injury or property damage occurring while a motor vehicle is being used in any prearranged speed contest or competitive event while on private property or a race track.**
- (l) **to liability assumed by an insured under contract;**
- (m) **to the loading or unloading of any motor vehicle but this exclusion does not apply to the named insured, a relative, a lessee or bailee of the motor vehicle, or an employee of any such person;**
- (n) **to liability for bodily injury to any employee of the insured arising out of and in the course of an insured's employment;**
- (o) **to bodily injury or property damage which occurs as a result of the actual, alleged or threatened discharge, disposal, release or escape of pollutants while any insured vehicle, including**

any trailer, is being used for the transportation of pollutants. Pollutants means solid, liquid, gaseous or thermal irritant or contaminants, including smoke, vapor, soot, fumes, acids, recycled, reconditioned or reclaimed.

- (p) *to provide indemnification or defense of any claim which is not covered under this policy.*
- (q) *To bodily injury or property damage arising out of the ownership, maintenance or use of the insured vehicle by a person to whom ownership of the insured vehicle has been transferred. This exclusion applies even if the transfer of ownership has not been completed through the department of motor vehicle.*
- (r) *to any person using the owned automobile without the expressed or implied permission of the named insured, or using the owned automobile outside the scope of that permission. This exclusion does not apply to relatives or to persons listed as drivers in the policy declarations.*

PART I – LIABILITY - CONDITIONS

1. **Assistance and cooperation** of the Insured: The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at the insured's own cost, voluntarily make any payment, assume obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

2. **Notice of Claim or Suit:** If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by the insured or the insured's representative.

3. **Limits of Liability – Coverage A:** The limit of liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages arising out of bodily injury sustained by one person in any one accident, and subject to this provision, the limit of liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all such damages for bodily injury sustained by two or more persons in any one accident. **For the purposes of this provision, the "bodily injury sustained by any one person" as used herein, shall be deemed to include all injury and damages for care, loss of services, loss of consortium and injury to any interpersonal relationship sustained by others as a consequence of such bodily injury. (See Part II – Condition 1).**

4. **Limit of Liability – Coverage B:** The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

5. **Severability of Interest:** The term, the insured, is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after a contested trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall therefore be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company or any of its obligations hereunder.

7. **Assault and Battery:** Assault and battery shall not be deemed an accident.

PART II – EXPENSES FOR MEDICAL SERVICES

Coverage C–Expenses For Medical Services: to pay, subject to reimbursement to the company as provided in Condition 3, all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services (**see limit for funeral services, Condition 1**):

Division 1. To or for the named insured and each relative who sustains bodily injury caused by an accident resulting in a collision while occupying an owned automobile or a non-owned automobile or who, as a pedestrian, sustains bodily injury caused by contact with a moving motor vehicle.

Division 2. To or for any other person who sustains bodily injury, caused by accident, resulting in a collision, while occupying

- (a) the owned automobile, if being used by the named insured, by any relative or by any other person with the permission of the named insured; or
- (b) a non-owned automobile, if the bodily injury results from (1) its operation by the named insured or its operation on his/her behalf by his/her private chauffeur or domestic servant or (2) its operation by a relative listed as a driver in the policy declarations, provided such relative or relative's spouse does not own an automobile other than an automobile listed in the declarations.

Definitions: The definitions under Part I apply to Part II, and under Part II:

Occupying means in the automobile;

An Automobile includes a trailer.

Collision when used with reference to a motor vehicle, means the motor vehicle, upset or collided with an object other than the body (or any part thereof) of an occupant, including the operator.

Exclusions: This policy does not apply under Part II to or for:

- (a) ***bodily injury sustained while occupying (1) an owned automobile while used for commercial purposes or (2) any vehicle while located for use as a residence or premises;***
- (b) ***acupuncture therapy unless legally administered, under California Law, by a physician or licensed acupuncturist. This policy's limit for such therapy shall be \$500 per accident in the aggregate;***
- (c) ***bodily injury sustained while upon, getting on or alighting from: a motorcycle, motor bike or any self propelled motor vehicle with less than four wheels;***
- (d) ***bodily injury sustained by any person other than the named insured or a relative, resulting from the use of (1) a non-owned automobile in the automobile business or for commercial purposes or (2) a non-owned automobile in any other business or occupation, except operation of a private passenger automobile by the named insured or by his/her private chauffeur or domestic servant, or of a trailer used therewith or with an owned automobile;***
- (e) ***bodily injury sustained by any person who is employed in the automobile business, if the accident arises out of the operation there of and if benefits therefore are in whole or in part either payable or required to be provided under any worker's compensation law;***
- (f) ***due to war;***
- (g) ***bodily injury sustained while a motor vehicle is being operated in any speed contest or competitive event;***
- (h) ***bodily injury sustained while occupying or using a motor vehicle without the permission of the owner;***
- (i) ***bodily injury sustained by any person unless that person executes a covenant not to sue any person or organization, insured under the bodily injury liability coverage provided by the policy, for such medical services;***
- (j) ***expenses payable under this part, if such expenses are paid, payable or eligible for payment, under the terms and conditions of any (1) automobile or premises insurance affording benefits for medical expenses (2) individual, blanket, or group accident, disability or hospitalization insurance (3) medical or surgical reimbursement plan (4) workers' compensation or disability***

benefits law or any similar law or (5) non-profit association or corporation plan providing hospital, surgical, medical or similar benefits to participants, enrollees or members. No payment shall be made, under this part, until claim for the expenses incurred shall have been first submitted to the benefit providers listed in (1) thru (5) above, and such provider(s) have paid their limit of payment or furnished their applicable limit of service and the insured furnishes a written statement from the provider(s) as proof. No payment shall be made, under this part, for medical expenses incurred which the insured is not required to pay;

- (k) **bodily injury sustained through being struck by a motor vehicle owned by the named insured or a relative unless such motor vehicle is insured under Part II;**
- (l) **bodily injury sustained by any person if benefits therefore are in whole, or in part, either payable or required to be provided under any workers' compensation law.**
- (m) **treatment with physical or massage therapy which is not actually administered under the laws of California by a physician, chiropractor, or licensed physical therapist.**
- (n) **treatment with nonprescription drugs, vitamins, herbs, food supplements, food for special dietary requirements, or topical analgesics.**
- (o) **unreasonable or unnecessary medical expenses. Unreasonable medical expenses are fees for medical services that are substantially higher than the usual and customary charges for those services. Unnecessary medical expenses are fees for medical services which are not usually and customarily performed for treatment of the injury, including fees for an excessive number, amount or duration of medical services.**

PART II – EXPENSES FOR MEDICAL SERVICES - CONDITIONS

1. Limit of Liability: Regardless of the number of motor vehicles insured, the total liability of the company for all medical expense incurred by or on behalf of each person who sustains bodily injury as the result of any one accident shall not exceed the limit of liability stated in the policy declarations as applicable to "each person". However, there shall be no duplication of payments under Coverages A and C of this policy and all payments made to or on behalf of any person under Coverage C shall be deemed to have been advanced to such person against the amount otherwise recoverable by such person, against an insured, under the limits of Coverage A.

If the limit of liability is more than **\$2,000**, the company's limit of liability for funeral services shall not exceed **\$2,000** for any one person.

2. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this coverage nor unless within one year from the date of the accident the insured or his legal representative has formally instituted arbitration proceedings by notifying the company in writing sent by certified mail, return receipt requested. **No suit or action on Coverage C shall be sustainable in any court of law or equity unless commenced within two years following the date of accident.**

3. Reimbursement Agreement – Offset Provision: *If payment is made under this coverage, to or on behalf of any person, such person agrees to reimburse the company to the extent of such payment from the proceeds of:*

- (a) **any settlement or judgment that may result from the exercise of any rights of recovery of such person against any party that such person claims is responsible for bodily injury to the person for which payment under medical expense coverage has been made.**
- (b) **any payment received, or to be received, by or on behalf of an injured person under the provisions of any (1) automobile or premises insurance affording benefits for medical expenses, (2) individual blanket or group accident, disability or hospitalization insurance, (3) medical, surgical, hospital or funeral service,**

benefits or reimbursement plan, (4) workers compensation or disability benefits law or any similar law.

Safeway shall be entitled to reimbursement as provided to this section regardless of whether the total amount of the recovery of the Insured (or his or her estate, parent, or legal guardian) on account of the injury is less than the actual loss suffered by the Insured (or his or her estate, parent or legal guardian).

The party, or his representative, whose act allegedly caused the injuries may be notified of this reimbursement agreement.

If a judgment against, or settlement with, any party that the insured claimed was responsible for the bodily injury, has been concluded, then the amount otherwise payable under this coverage shall be reduced by the amount of such judgment or settlement. Insured, as used in this condition, means the person claiming benefits under Coverage C.

4. Medical Reports: Proof and Payment of Claim: When requested, the insured or other person making claim shall give to the company written proof of claim under oath if required, including full particulars of the nature and extent of the injuries, treatment and other details entering into the determination of the hereunder. The insured and every other person making claim hereunder shall submit to the examinations under oath by any person named by the company and subscribe the same as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim. The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

5. Arbitration: The determination as to whether the insured shall be legally entitled to recover expenses for medical services, and if so entitled, the amount of medical services that are reasonable and necessary, shall be made by agreement between the insured and the company or, in the event of disagreement, by arbitration. The arbitration shall be conducted by a single neutral arbitrator. If the company and the insured are unable to agree on an arbitrator then each shall select an arbitrator of his choice. The arbitrators so selected shall agree on a single neutral arbitrator.

6. Action Against Insured by Medical Services Provider: If the insured person is sued by a medical services provider because the company has refused to pay contested medical expenses, the company will pay defense costs and any resulting judgment against the insured person for services directly related to the accident, providing that the insured or his legal representative notifies the company in writing sent by certified mail, return receipt requested. The company will choose the defense counsel and the insured person must cooperate fully in the defense of any claim or lawsuit.

7. The company may pay the insured or any other person making claim or any person or organization rendering services.

PART III – PHYSICAL DAMAGE

Coverage D – Comprehensive (excluding Collision): The Company, at its option, will repair, replace or pay for the owned automobile, or part thereof, for loss caused by theft or for loss caused by direct and accidental damage to the owned automobile other than damage caused by collision. The company will pay only for the amount of each loss in excess of the deductible stated in the policy declarations.

Coverage D will apply to a non-owned automobile when rented to a named insured or a relative listed as a driver in the policy declarations from a public automobile rental agency for less than forty-five consecutive days while the rental car is being driven by or in the custody of such insured.

Coverage E – Collision. The company, at its option, will repair, replace or pay for the owned automobile or part thereof, for loss caused by collision

but only for the amount of each loss in excess of the deductible stated in the policy declarations. The Company will provide this same coverage for a non-owned automobile provided it is operated with the permission of the owner, and in the care, custody, and control of the named insured or a relative listed as a driver in the policy declarations.

Coverage F – Rental Car Benefit

(a) If a covered comprehensive or collision loss, in excess of the applicable deductible, occurs to an owned automobile, the Company will pay for expense incurred for the rental of an automobile from a public automobile rental agency. The maximum daily rate and the maximum covered days are each limited as specified in the policy declarations. Reimbursement will be for the period beginning 12:01 a.m. on the day following:

Losses Other Than Theft on the Entire Automobile

- (1) The day the owned automobile is delivered to a garage for repairs after 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
- (2) 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.

Theft of the Entire Automobile

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, if the automobile is recovered before settlement, terminating on 12:01 a.m. in the day following completion of repair.

(b) Theft of the entire automobile and any subsequent damage following the theft and before repairs are completed, shall be considered a single loss. This benefit is not payable for any period that the automobile is in the possession of any insured and is drivable.

Supplementary Payment: In addition to the applicable limit of liability: to reimburse the insured for transportation expenses incurred during the period commencing 48 hrs. after a theft, covered by this policy, of the entire automobile has been reported to the company and the police, and terminating when the company offers settlement for the theft, provided that the company shall pay no more than twenty dollars per day, up to a maximum of six hundred dollars. This supplementary payment shall not apply if the Named insured has purchased Coverage F.

Persons Insured: The following are insured under Part III:

- (a) with respect to the owned automobile, the named insured; any relative; any person listed as a driver in the policy declarations; and any other person, provided the owned automobile is used with the permission of the named insured, express or implied, and within the scope of such permission,
- (b) with respect to a non-owned automobile, the named insured and any person listed as a driver in the policy declarations, provided the actual use thereof is with the permission of the owner.

Definitions: The definitions of named insured, relative, resident, person, policy declarations, use, commercial purpose, private passenger automobile, newly acquired automobile, automobile, non-owned automobile, utility automobile, motor vehicle, operator, automobile business, and war in Part I apply to Part III, and under Part III.

Insured means "Persons Insured" as described in Part III;

Owned Automobile means:

- (a) A motor vehicle listed in the policy declarations,
- (b) a trailer owned by the named insured and listed in the policy declarations,
- (c) a newly acquired automobile

Loss means direct and accidental loss of or damage to the automobile, including its equipment but does not include diminution in value;

Collision means collision of an automobile covered by this policy with another object or by upset of such automobile;

Trailer: The definition in Part I applies;

Equipment means original equipment permanently installed by the original automobile manufacturer, and common to its use.

Exclusions: This policy does not apply under Part III:

- (a) *to any motor vehicle while used for commercial purposes;*
- (b) *to loss due to war;*
- (c) *to loss to a non-owned automobile arising out of its use in the automobile business;*
- (d) *to prior loss damage, manufacturer's defects, to wear and tear, freezing, mechanical or electrical breakdown or failure including that caused by altering or modifying the original manufacturer's configuration or specifications, unless such damage results from a theft covered by this policy; nor to faulty workmanship by the insured or a facility chosen by the insured;*
- (e) *to damage to or to discoloration(s) of paint as a result of smoke, smog, chemicals, tree sap, animal or bird droppings, unless such damage is a direct result of vandalism;*
- (f) *to tires, unless damaged by fire, malicious mischief or vandalism, or stolen or unless the loss be coincident with and from the same cause as other loss covered by this policy;*
- (g) *to loss due to radioactive contamination;*
- (h) *under Coverage E, to breakage of glass if insurance with respect to such breakage is otherwise afforded;*
- (i) *to wearing apparel, personal effects, radar detectors, portable cellular phones, portable navigation systems, tapes, cassettes, compact discs, portable compact discs, or other media for audio or video reproduction or transmission. This exclusion does not apply to the first \$250 of loss caused by a collision;*
- (j) *to any expense resulting from the loss of use of a motor vehicle, or to any loss whatsoever, to the extent that the expense or loss arises by reason of the unavailability of stock repair parts or repair service in the vicinity of the place where the loss to the motor vehicle occurs or the stolen motor vehicle is recovered;*
- (k) *to loss due to theft by any designated person, for whom this policy does not provide coverage for the use of a motor vehicle;*
- (l) *to loss due to theft by the named insured, an insured, a relative, or any person listed as a driver or as excluded in the policy declarations;*
- (m) *to loss due to theft of a motor vehicle prior to its delivery to an insured;*
- (n) *to loss occurring while a motor vehicle is being used in any speed contest or competitive event;*
- (o) *to loss resulting from lack of lubricant, or coolant or loss resulting from seepage of water;*
- (p) *to loss due to taking or confiscation by any governmental or civil authority, for any purpose, including temporary taking or temporary confiscation;*
- (q) *to loss to a camper body, slide on camper, camper shell or van conversion either permanently installed or detachable. This exclusion shall not apply if such equipment is specifically listed in the policy declarations;*
- (r) *to loss, in an aggregate amount in excess of \$1,000 for parts and labor, to radios, antennas, tape recorders, tape players, speakers, equalizers, compact disc players and any other equipment used for the reproduction or transmission of sound unless installed by the vehicle manufacturer. This exclusion shall not apply if such equipment is listed in the policy declarations;*
- (s) *to telephones, non factory installed equipment, television sets, DVD monitors or players, VCR's, winches, two-way radios and their antennas, non-original vehicle manufacturer's paint (meaning graphics, materials, process, and labor) costing more than \$400, to loss in excess of \$100 per tire for tires that are not of the type installed by the original vehicle manufacturer, to loss in excess of \$100 per wheel for wheels that are not of the type installed by the original vehicle manufacturer. This exclusion shall not apply if the equipment or paint is specifically listed in the policy declarations;*
- (t) *to customization or modification of any motor vehicle, including but not limited to customized engines, fuel delivery systems, and carburetor systems. This exclusion shall not apply if the customization or modification is specifically listed in the policy declarations;*
- (u) *to non-original vehicle manufacturer installed equipment which*

- mechanically or structurally changes the vehicle or results in an increase in performance or a change in appearance;*
- (v) *to loss resulting from the purchase of any motor vehicle, from any person or organization, other than its rightful owner;*
 - (w) *to loss due to diminution in value of any motor vehicle repaired under Coverages D or E;*
 - (x) *to loss due to illegal sale, or repossession of a motor vehicle by the rightful owner;*
 - (y) *to loss due to theft, embezzlement or other unlawful conversion of the owned automobile after custody of said automobile has been entrusted to another party for the purpose of subleasing, leasing or selling said automobile, whether under a consignment agreement or not. This exclusion will apply whether the theft, embezzlement or unlawful conversion of the automobile was committed by the person to whom the vehicle was entrusted or by any other person;*
 - (z) *to any obligation assumed by the insured, registered owner or legal owner, for any of the following costs: (1) estimating fees, (2) tear down charges, (3) handling fees, (4) negotiating charges, (5) administrative fees, (6) higher than reasonable (for the area) and/or excessive storage fees; (7) higher than reasonable (for the area) and/or excessive towing fees to the nearest repair shop, (8) any other charges which are not part of the necessary cost of repairing or evaluating the condition of the vehicle, or (9) storage charges from a repair, towing, or storage facility, accruing after the date the insured was advised by the company to release the vehicle to a free storage facility.*
 - (aa) *to loss caused intentionally by or at the direction of any insured;*
 - (ab) *to loss to the insured vehicle while used by any insured in the commission of a crime.*

PART III – PHYSICAL DAMAGE – CONDITIONS

1. Named Insured's Duties When Loss Occurs – Coverages D and E:

When loss occurs the named insured shall:

- (a) protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the named insured's failure to protect shall not be recoverable under this policy. Reasonable expense incurred in affording such protection after a loss shall be deemed incurred at the company's request;
- (b) give notice thereof within twenty-one days to the company and also, in event of thefts, larceny, robbery, or pilferage, to the police but shall not, except at his own cost, offer to pay any reward for recovery of the automobile;
- (c) file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement of any insured setting forth the interest of any insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, the amount of rental or other expense for which reimbursement is provided under this policy, together with original receipts therefore, and the description and amounts of all other insurance covering such property.

Upon the company's request, any insured shall exhibit the damaged property to the company and submit to examinations under oath by anyone designated by company, subscribe the same and produce for the company's examination all pertinent records and sales invoices, or certified copies if originals are lost, permitting copies thereof to be made, all at such reasonable times and places as the company shall designate.

2. Appraisal – Coverages D and E: If the named insured (or his chosen repair facility) and the company fail to agree as to the amount, cause, or extent of the loss, each shall, on the written demand of either, select a practicing and qualified motor vehicle repair appraiser. The appraisers shall first select an umpire, and failing for fifteen (15) days to agree upon such umpire, then, on request by the named insured or the company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss at a reasonable time and place, stating separately the actual cash value at the time of loss, or as requested, the amount, cause or extent of the loss, and failing to agree shall submit their differences to

the umpire. An award in writing of any two shall determine the amount of the loss and shall be binding on all parties concerned.

The company shall not be held liable for any loss or damages unless the company has had reasonable opportunity to inspect the damaged vehicle prior to the commencement of repairs, and in the event of disagreement, a reasonable opportunity to initiate appraisal proceedings.

The named insured and the company shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire, unless the award is equal to or greater than the last demand made by the named insured, in which case the company shall pay all reasonable costs of appraisal but the company will not be responsible for attorney fees.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

3. Limit of Liability; Settlement Options: Coverages D and E: The company's liability shall not exceed the lesser cost of the following options (1) repair or replace the motor vehicle or any part thereof, using original or non-original equipment manufactured parts with the deduction for depreciation or (2) pay, the agreed or appraised value of the motor vehicle or part thereof and, at its option, take possession of the motor vehicle or part thereof but there shall be no abandonment to the company or (3) return any stolen property with payment for any resultant damage at any time before the loss is paid.

The agreed or appraised value of a motor vehicle shall include special equipment specially listed in the policy declarations, up to a maximum of the amount(s) listed in the policy declarations.

The limits of liability for any non-owned trailer is \$1,000.

4. Automatic Reinstatement – Coverages D and E: When the automobile is damaged, whether or not such damage is covered under this policy, the liability of the company shall be reduced by the amount of such damage until repairs have been completed, but shall then attach as originally written without additional premium.

5. Payment for Loss; Action Against Company – Coverages D and E: Payment for loss may not be required nor shall action lie against the company unless, as a condition precedent thereto, the named insured shall have fully complied with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy. No suit or action on this policy shall be sustainable in any court of law or equity unless commenced within twelve (12) months following the loss.

6. Loss Payable Clause – Coverage D and E: The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the existence of such loss payable clause.

7. No Benefit to Bailee – Coverage D and E: The insurance afforded by this policy shall not insure directly or indirectly to the benefit of any carrier or bailee for loss to the automobile.

PART IV – UNINSURED MOTORIST COVERAGE & UNDERINSURED MOTORIST COVERAGE

Coverage H – Damages for Bodily Injury Caused by Uninsured Motor Vehicles: The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner, or operator of an uninsured motor vehicle because of bodily injury, sustained by an insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured motor vehicles, provided, for the purpose of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement, between the insured or such representative and the company or, if they fail to agree, by arbitration.

The insurance applies separately with respect to each insured, but neither this provision nor application of the insurance to more than one insured shall operate to increase the limits of the company's liability.

Definitions:

Insured

- (a) if the named insured is an entity other than an individual, the unqualified word insured means:
any person while in or upon or entering or alighting from an insured motor vehicle and any person with respect to damages he or she is entitled to recover for care or loss of services because of bodily injury to which this policy's provisions apply.
- (b) if the named insured is an individual, the unqualified word insured means:
the named insured and the spouse of the named insured and while residents of the same household, relatives of either while occupants of a motor vehicle or otherwise and the persons who are "insureds" under (a) above.

Individual: As used in this part, the word "individual" shall not include a person doing business as a corporation, partnership, or association.

Newly Acquired Automobile: The definition in Part I applies.

Automobile: The definition in Part I applies.

Use: The definition in Part I applies.

Motor Vehicle: The definition in Part I applies – except as may be otherwise provided in this part (See Exclusion (f) below).

Terms: includes the provision of coverage, exclusions, restrictions, conditions, deductions and limits.

Operator: The definition in Part I applies.

Insured Motor Vehicle means:

- (a) a motor vehicle listed in the policy declarations, or a newly acquired automobile, if the motor vehicle is used by the named insured or with his or her permission or consent, express or implied;
- (b) any other automobile not owned by, or furnished for the regular use of, the named insured or any resident of the same household, or by a natural person or persons for whom coverage has been deleted, while being operated by the named insured or his or her spouse if a resident of the same household.

Uninsured Motor Vehicle means:

- (a) a motor vehicle with respect to the ownership, maintenance or use of which there is no bodily injury liability insurance or bond applicable at the time of the accident, or there is such applicable insurance or bond but the company writing the same denies coverage thereunder or refuses to admit coverage thereunder except conditionally or with reservation;
- (b) an "underinsured motor vehicle";
- (c) an insured motor vehicle where the liability insurer thereof is unable to make payment with respect to the legal liability of its insured with the limits specified therein, because of insolvency within one year of the accident;
- (d) a motor vehicle used without the permission of the owner thereof if there is no bodily injury liability insurance or bond applicable at the time of the accident with respect to the owner or operator thereof;
- (e) a motor vehicle whose owner or operator is unknown.

Exclusions:

Uninsured Motor Vehicle. The term Uninsured Motor Vehicle shall not include:

- (a) a motor vehicle owned or operated by the named insured or any resident of the same household;
- (b) a motor vehicle self-insured within the meaning of the Financial Responsibility Law of the state in which the motor vehicle is registered;
- (c) a motor vehicle which is owned by the United States of America, Canada, a state or political subdivision of any such government or an agency of any of the foregoing;
- (d) a land motor vehicle or trailer while located for use as a residence or premises and not as a vehicle;
- (e) any equipment or vehicle designed or modified for use primarily off public roads, except while actually on public roads.
- (f) any motor vehicle while used as a public or livery conveyance.

Underinsured Motor Vehicle means a motor vehicle that is insured under a motor vehicle liability policy, or automobile liability policy, self

insured or for which a cash deposit or bond has been posted to satisfy a financial responsibility law but insured for an amount that is less than the uninsured motorist limits provided by this policy.

A Motor Vehicle whose Owner or Operator is Unknown means a motor vehicle which causes bodily injury to an insured provided:

- (a) the bodily injury has arisen out of physical contact of the automobile with the insured or with an automobile which the insured is occupying;
- (b) the insured or someone on his or her behalf shall have reported the accident within 24 hours to the police department of the city where the accident occurred or, if the accident occurred in unincorporated territory then either the sheriff of the county where the accident occurred or the local headquarters of the California Highway Patrol, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof;
- (c) at the company's request, the insured or his legal representative makes available for inspection the motor vehicle the insured was occupying at the time of the accident.

Occupying: The word occupying means in or upon or entering into or alighting from.

State: The word state includes the District of Columbia, a territory or possession of the United States and a province of Canada.

Exclusions: This policy does not apply under Part IV, either as primary or excess coverage:

- (a) **to property damage sustained by the insured;**
- (b) **to bodily injury of the insured while in or upon or while entering into or alighting from a motor vehicle other than the described motor vehicle if the owner thereof has insurance similar to that provided in this part;**
- (c) **to bodily injury of the insured with respect to which the insured or his or her representative shall, without the written consent of the company, make any settlement with or prosecute to judgment any action against any person who may be legally liable therefore;**
- (d) **in any instance where it would insure directly or indirectly to the benefit of any workers' compensation carrier or to any person qualified as a self-insurer under any workers' compensation law or directly to the benefit of the United States, or any state or any political subdivision thereof;**
- (e) **to establish proof of financial responsibility as provided in subdivisions (a), (b), and (c) of Section 16054 of the Vehicle Code;**
- (f) **to bodily injury of the insured while occupying a motor vehicle owned by an insured or leased to an insured under a written contract for a period of six months or longer, unless the occupied vehicle is an insured motor vehicle. "Motor Vehicle" as used in this paragraph means any self-propelled vehicle;**
- (g) **to bodily injury of the insured when struck by a vehicle owned by an insured, except when the injured insured's vehicle is being operated, or caused to be operated, by a person without the injured insured's consent in connection with criminal activity that has been documented in a police report and to which the injured insured is not a party;**
- (h) **to bodily injury of the insured while occupying a motor vehicle rented or leased to the insured for public or livery purposes.**

PART IV – UNINSURED MOTORIST COVERAGE & UNDERINSURED MOTORIST COVERAGE – CONDITIONS

1. Policy Provisions: None of the insuring agreements, or General Conditions of the policy shall apply to the insurance afforded by this coverage except the General Conditions, Coverage for Newly Acquired Automobiles, Coverage for Non-Owned Automobiles, Changes, Assignment, Cancellation, Declarations and Policy Period, Territory.

2. Proof of Claim; Medical Report: When requested, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The insured shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death, his legal representative or other person or persons entitled to sue therefore, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

3. Notice of Legal Action: If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company (sent by certified mail, return receipt requested) by the insured or his legal representative.

4. Limits of Liability:

- (a) The limit of liability stated in the policy declarations as applicable to "each person" is the limit of the company's liability for all damages arising out of bodily injury sustained by one person in any one accident, and subject to this provision, the limit of liability stated in the policy declarations as applicable to "each accident" is the total limit of the company's liability for all such damages for bodily injury sustained by two or more persons in any one accident. **For the purpose of this provision, the "bodily injury sustained by any one person" as used herein, shall be deemed to include all injury and damages for care, loss of service, loss of consortium and injury to any interpersonal relationship sustained by others as a consequence of such bodily injury."**
- (b) **any loss payable under the terms of this coverage to or for any person shall be reduced:**
 - (1) **by the amount paid and the present value of all amounts payable to him or her, his or her executor, administrator, heirs, or legal representative under any workers' compensation law, exclusive of non-occupational disability benefits.**
 - (2) **by the amount the insured is entitled to recover from any other person insured under the underlying liability insurance policy of which the uninsured motorist endorsement or coverage is a part, including any amounts tendered to the insured as advance payment on behalf of such person by the insurer providing the underlying liability insurance.**
- (c) **If the insured has valid and collectible automobile medical payment insurance available to him/her, the damages which the insured shall be entitled to recover from the owner or operator of an uninsured motorist vehicle shall be reduced for purposes of uninsured motorist coverage by the amounts paid or due to be paid under the automobile medical payment insurance.**
- (d) **Regardless of the number of vehicles involved whether insured or not, persons covered, claims made, premiums paid or the number premiums shown on the policy, in no event shall the limit of liability for two or more motor vehicles or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available to insured persons.**

5. Other Insurance: *With respect to bodily injury to any insured occupying a motor vehicle other than an owned motor vehicle to which the Bodily Injury Liability coverage applies, the insurance hereunder shall not apply if the owner of such motor vehicle has insurance similar to that provided herein. Subject to exclusion (b), if the insured has insurance available to the insured under more than one uninsured motorist coverage provision, any damages shall*

not be deemed to exceed the higher of the applicable limits of the respective coverages and such damages shall be prorated between the applicable coverages as the limit of each coverage bears to the total of such limits.

6. Arbitration: The determination as to whether the insured shall be legally entitled to recover damages, and if so entitled, the amount thereof shall be made by agreement between the insured and the company or, in the event of disagreement, by arbitration. The arbitration shall be conducted by a single neutral arbitrator. If the company and insured are unable to agree on an arbitrator then each shall select an arbitrator of his choice. The arbitrators so selected shall agree on a single neutral arbitrator. The fees and costs of the arbitrator shall be shared equally between the insured and the company. The arbitrator has no authority to award damages, costs, or expert fees that in total exceed the policy limits. An award or a judgment confirming an award shall not be conclusive on any party in any action or proceeding between:

- (a) the insured, his insurer, his legal representatives, or his heirs and
- (b) the uninsured motorist to recover damages arising out of the accident upon which the award is based.

7. Trust Agreement: In the event of payment to any person under this coverage:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this coverage;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorney's fees incurred by it in connection therewith;
- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

8. Underinsured Motor Vehicle: This condition applies only when bodily injury is caused by an underinsured motor vehicle.

- (a) This coverage does not apply to any bodily injury until the limits of the bodily injury liability policies applicable to all insured motor vehicles causing the injury have been exhausted by payment of judgments or settlements, and proof of such is submitted to the company.
- (b) When bodily injury is caused by one or more motor vehicles, whether insured, underinsured, or uninsured, the maximum liability of the company shall not exceed the insured's underinsured motorist coverage limits, less the amount paid to the insured by or for any person or organization that maybe held legally liable for the injury.
- (c) The company, when paying a claim shall, to the extent of such payment, be entitled to reimbursement or credit in the amount received by the insured from the owner or operator of the underinsured motor vehicle or the insurer of such owner operator.
- (d) If the insured brings an action against the owner or operator of an underinsured motor vehicle, he or she shall forthwith give to the company a copy of the complaint by personal service or certified mail. All pleadings and depositions shall be made available for copying or copies furnished the company, at the company's expense, within a reasonable time.

9. Payment of Loss by the Company: Any amount due hereunder is payable

- (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person

legally entitled to recover the damages which the payment represents; provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

10. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of his/her coverage nor unless within two years from the date of the accident:

- (a) suit for bodily injury has been filed against the uninsured motorist, in a court of competent jurisdiction and notice of such suit has been given to the company in writing sent by certified mail, return receipt requested, or
- (b) agreement as to the amount due under this coverage has been concluded, or
- (c) the insured or his representative has formally instituted arbitration proceedings by notifying the company in writing sent by certified mail, return receipt requested.

PART V – UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE & UNINSURED MOTORIST COLLISION DEDUCTIBLE WAIVER

The Company will pay the amount the named insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of damage to an insured motor vehicle caused by collision with an uninsured motor vehicle.

Payment is subject to all of the following provisions:

- (a) Payment shall be made only when the collision involves actual, direct physical contact between the insured and the uninsured motor vehicle and
- (b) the owner or operator of the uninsured vehicle is identified or the uninsured motor vehicle is identified by its license numbers, and
- (c) the insured or someone on his or her behalf shall have reported the accident within ten business days to this company or its agent and,
- (d) that it is determined by the insured and the company or, in the event of disagreement, by arbitration conducted by a single neutral arbitrator, that the insured is legally entitled to recover the amount of such payments for property damage from the owner or operator of the uninsured motor vehicle.

Coverage I – Damage to Vehicle With Collision Coverage: The company's liability will be limited to the amount of the collision deductible.

Coverage J – Damage to Vehicle Without Collision Coverage: The company's liability will be limited to \$3500. The company will not pay for damage to personal property in the vehicle and will not pay for loss of use of the motor vehicle.

Definition: The term **Insured Motor Vehicle** means the motor vehicle described in the policy.

The term **Uninsured Motor Vehicle** means:

- (a) any motor vehicle with respect to the ownership, maintenance, or use of which there is no property damage liability insurance or bond applicable at the time of the accident, or there is such applicable insurance or bond but the company writing the insurance or bond denies coverage thereon or refuses to admit coverage thereon except conditionally or with reservation;
- (b) a motor vehicle used without permission of the owner thereof if there is no property damage liability insurance or bond applicable at the time of the accident with respect to the owner or operator thereof;
- (c) an insured motor vehicle where the liability insurer thereof is unable to make payment with respect to the legal liability of its insured within the limits specified therein because of insolvency within one year of the accident.

Exclusions: This term Uninsured Motor Vehicle shall not include:

- (a) **a motor vehicle owned or operated by any insured or any resident of the named insured's household;**
- (b) **a motor vehicle self-insured within the meaning of the financial provisions of the state in which the motor vehicle is registered;**
- (c) **a motor vehicle which has at least the minimum property**

damage liability limits required pursuant to Section 16056 of the Vehicle Code even when the property damage liability limits are not sufficient to compensate for all property damage caused by the owner or operator of the vehicle;

- (d) **a land motor vehicle or trailer on rails or crawler treads or while located for use as a residence or premises and not as a vehicle;**
- (e) **a farm-type tractor or equipment designed for use principally off public roads, except while actually upon public roads. The definition of named insured, motor vehicle and operator in Part I apply to Part V.**

PART V – UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE & UNINSURED MOTORIST COLLISION DEDUCTIBLE WAIVER – CONDITIONS

1. Policy Provisions: None of the insuring Agreements, or General Conditions of the policy shall apply to the insurance afforded by this coverage except the Conditions, Subrogation, Changes, Assignment, Cancellation, Declarations and Policy Period, Territory.

2. Notice of Legal Action: If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for property damage against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representatives.

3. Arbitration: The determination as to whether the insured shall be legally entitled to recover damages, and if so entitled, the amount thereof, shall be made by agreement between the insured and the company or, in the event of disagreement, by arbitration. The arbitration shall be conducted by a single neutral arbitrator. If the company and the insured are unable to agree on an arbitrator, each shall select an arbitrator of his choice. The arbitrators so selected upon shall agree on a single neutral arbitrator. The fees and costs of the arbitration shall be shared equally between the insured and the company. An award or judgment confirming an award shall not be conclusive on any party in any action or proceeding between the insured, his/her insurer, his/her legal representative, or his/her heirs and the uninsured motorist to recover damages arising out of the accident upon which the award is based.

4. Trust Agreement: In the event of payment to any person under this coverage:

- (a) The company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the property damage because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he/she shall have against such other person or organization because of the damages which are the subject of claim made under this coverage;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person, in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorney's fees incurred by it in connection therewith;
- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this coverage nor unless within one year from the date of the accident:

- (a) suit for property damage has been filed against the uninsured motorist

- in a court of competent jurisdiction and notice of such suit has been given the company, or
- (b) agreement as to the amount due under this coverage has been concluded, or
- (c) the insured or his representative has formally instituted arbitration proceedings by notifying the company in writing sent by certified mail, return receipt requested.
6. If the insured has other similar insurance available to him, any damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages and such damages shall be pro-rated between such coverages in such proportion as each coverage bears to the total of such limits.
- 7. Named Insured's Duties When Loss Occurs:** When loss occurs, the named insured shall:
- (a) protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the named insured's failure to protect shall not be recoverable under this policy. Reasonable expense incurred in affording such protection after a covered loss shall be deemed incurred at the company's request;
- (b) give notice thereof within ten business days to the company;
- (c) file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement of the named insured setting forth the interest of the named insured, and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, together with original receipts therefore, and the description and amounts of all other insurance covering such property.

Upon the company's request, the named insured shall exhibit the damaged property to the company and submit to examinations under oath by anyone designated by the company, subscribe the same and produce for the company's examination all pertinent records and sales invoices or certified copies if originals are lost, permitting copies thereof to be made, all at such reasonable times and places as the company shall designate.

8. Limit of liability; Settlement Options; No abandonment: The limit of the company's liability for loss shall not exceed the lower of (1) the actual cash value of the automobile, or if the loss is a part thereof the actual cash value of such part, at time of loss or (2) what it would then cost to repair or replace the automobile or such part thereof with other of like kind and quality, with deduction for depreciation, or (3) \$3500, or (4) the amount of the collision deductible. The company may pay for the loss in money or may repair or replace the automobile or such part thereof, as aforesaid, or may take all or such part of the automobile at the agreed or appraised value but there shall be no abandonment to the company.

9. Other Insurance: If this policy insures a motor vehicle under Coverage J and the motor vehicle is also insured for collision coverage by another policy, issued by this company or any other insurer, this company's limit of liability shall be limited to the lower of: \$3500 or, (2) the collision deductible.

The following conditions apply only to the coverages designated. If no coverages are designated, the condition applies to all coverages.

GENERAL POLICY CONDITIONS

1. Notice of Accident – Coverage A,B,C,D,E,F and H: Unless otherwise provided in this policy, when an accident or loss occurs, written notice shall be given by the insured to the company **within twenty-one days**. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting time, place and circumstances of the accident of loss, the names and addresses of the insured and of available witnesses.

2. Subrogation – Coverages A,B,C,D,E,F,I and J: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

3. Other Insurance – Coverage A,B,D and E: If this policy, and any other policy providing similar insurance, apply to the same accident or loss, the company will pay its share. The company's share will be the portion that this policy's limit of liability bears to the total of all applicable limits. The maximum limit of liability under all the policies shall be the highest applicable limit of liability provided by any one policy. Coverages D and E shall apply on an excess basis to an owned automobile, provided the owner of the automobile or the named insured consents. With respect to a non-owned automobile, this policy shall be excess over any other insurance, bond, certificate of self-insurance or deposit of cash that applies to the same accident of loss.

4. Coverage for Newly Acquired Automobile: If this policy insures two or more motor vehicles and the coverages, deductibles and limits of liability are not the same for each vehicle, then the coverages, deductibles and limits of liability applicable to the newly acquired automobile will be:

- (a) If the newly acquired automobile replaces a motor vehicle listed in the policy declarations, the coverages, deductibles and limits of liability will be those provided for the replaced vehicle.
- (b) If the newly acquired automobile is an additional automobile, the coverages, deductibles and limits of liability will be those provided for any single automobile listed in the policy declarations. The named insured may choose the applicable listed automobile.

If this policy insures only one motor vehicle, or more than one vehicle with the same coverages, deductibles and limits of liability, then the coverages, deductibles and limits of liability applicable to the newly acquired automobile will be those provided for any automobile listed in the policy declarations.

5. Coverage For Non-Owned Automobiles: If this policy insures two or more vehicles and the coverages, deductibles and limits of liability are not the same for each vehicle, then the coverages, deductibles and limits applicable to the non-owned automobile will be determined as in Condition 4 (b) above.

6. Changes: The terms of this policy shall not be waived or changed except by endorsement issued by the company to form a part of this policy. Notice to any agent/broker or knowledge possessed by any agent/broker or by any other person shall not effect a waiver or a change in any part of this policy or stop the company from asserting any right under the terms of this policy. This policy, the policy declarations, application, signed forms, amendments, and all endorsements to this policy issued by the company, contain all the agreements between the named insured and the company.

7. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover (1) the named insured's spouse, if a resident of the same household at the time of such death, and legal representative as named insureds, and (2) under coverages A and B, subject otherwise to the provisions of Part I – Persons Insured, a person having proper temporary custody of the automobile, as an insured, and Coverage C while the automobile is used by such person, until the appointment and qualification of such legal representative, provided that notice of cancellation addressed to the named insured and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

8. Cancellation or Non-renewal: This policy may be cancelled by the named insured by mailing a written request for cancellation to the company or its agent, and stating on what future date cancellation is to be effective.

The Company may cancel for the following reasons:

- (1) for nonpayment of premium;
- (2) for a "substantial increase in the hazard insured against"; or
- (3) for material misrepresentation or fraud provided the Company does not rescind the policy.

This policy may be cancelled by the company by mailing to the named insured, at the address shown in the policy declarations, a written notice stating when, not less than 20 days (10 days for nonpayment of premium) thereafter, such cancellation shall be effective. Proof of mailing of the notice shall be sufficient proof of notice. Delivery of such written notice or request for cancellation by either the named insured or the company shall be the equivalent of mailing.

The company will mail to the named insured at the address shown on the policy declarations or deliver to the named insured notice of non-renewal not less than 30 days before the end of the policy period if the company decides not to renew this policy.

If this policy is cancelled by the company for underwriting reasons, the earned premium shall be computed pro rata. Premium adjustment may be made as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation or cessation of coverage. If cancellation is at the named insured's request, a cancellation fee is charged. **All policy fees are fully earned as soon as coverage goes into effect.**

9. Ridesharing Exclusion: All coverages afforded pursuant to this policy are excluded while a private passenger motor vehicle is used by a person other than its owner pursuant to personal vehicle sharing facilitated through a personal vehicle sharing program. The company has no duty to defend or indemnify any person or organization for liability for any loss that occurs during use of the vehicle in a personal vehicle sharing program. A 'personal vehicle sharing program' means a legal entity qualified to do business in the State of California engaged in the business of facilitating the sharing of private passenger vehicles for noncommercial use by individuals within the state.

10. Declarations, Fraud, and Misrepresentation: By acceptance of this policy, the named insured agrees that the statements made by the named insured in the application and the facts and information contained in the policy declarations are his/her agreements and representations. The named insured also agrees that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the named insured and the Company or any of its agents relating to this insurance.

If any representation contained in the application is false, misleading, or materially affects the acceptance or rating of this risk by the Company, by either direct misrepresentation, omission, concealment of facts, or incorrect statements, this policy may be cancelled or may be null and void from its inception.

If any representation contained in any notification of change is false, misleading, or materially affects the acceptance or rating of this risk by the Company, by either direct misrepresentation, omission, concealment of facts, or incorrect statements, this policy may be cancelled or may be null and void from the effective date of the change.

We reserve the right to void this policy or to deny coverage for any claim or loss if any insured or any representative of an insured has

- (1) made any false representation or statement, or has
- (2) engaged in fraudulent conduct, or has
- (3) concealed or misrepresented any material fact or circumstance in the application for insurance, in any notification of change to the policy, in any document that forms part of the policy, in the presentation of a claim or loss, or at any time before or after a claim or loss.

11. Premium: The premium stated on the Declarations Page is the initial premium for this policy and is based on information the Company has received from you or other sources. The Named Insured agrees that if any of this information material to the development of the policy premium is incorrect, incomplete, or changed, the Company may adjust the premium accordingly during the policy period. The Named Insured also agrees to cooperate with the Company in determining if this information is correct and complete, and to advise the Company of changes to the information. Any adjustment to the premium will be made using the rules in effect at the time of the change, and are subject to California insurance code and regulations.

Grounds for premium increases include but are not limited to the following:

- (1) Accident involvement by an insured, and whether the insured is at fault in the accident.
- (2) A change in, or addition of, an insured vehicle.
- (3) A change in, or addition of, an insured under the policy.
- (4) A change in the location of garaging of an insured vehicle.
- (5) A change in the use of the insured vehicle.
- (6) Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of motor vehicle.

- (7) The payment made by an insurer due to a claim filed by an insured or a third party.

On each renewal, continuation, or anniversary of the effective date of the policy, the premium shall be computed by the Company in accordance with Company manuals and the latest rates filed with and approved by the California Department of Insurance.

Premium must be honored by the bank when first presented to avoid fees and/or policy cancellation and avoidance.

If a loss occurs under this policy, the Company shall have the option to deduct premiums and fees owed to the Company from any loss settlement.

12. Policy Period, Territory: *This insurance applies only to loss to a motor vehicle insured hereunder and accidents which occur during the policy period in the United States of America, its territories or possessions, or Canada, or while such vehicle is being transported between ports thereof.*

This insurance also applies under Parts II and III to such accidents and loss in Mexico within 50 miles of the United States boundary. Loss in Mexico under Part III shall be determined upon the basis of cost at the nearest United States point. This coverage shall be excess over any other available insurance.

13. Choice of Law: All legal disputes concerning this policy shall be governed exclusively by California law.

14. Unearned Premium: The company reserves the right to apply unearned premium, generated by an amendment or endorsement removing or reducing coverage, to the balance owed on the policy as a whole.

15. Electronic Delivery of Insurance Documents: The Company may deliver any policy information to you with your written and or electronic signature consent. This includes but is not limited to the insurance policy, insurance cards, Declarations, endorsements, billing invoices, and any notices as permitted by law. Electronic delivery can be through means of electronic mail address (e-mail) or posting on an electronic network or site accessible via the internet, mobile app, computer, or any other electronic device, together with a separate notice to a party directed to the electronic mail address. You may withdraw consent at any time by written notice to the Company.

In Witness Whereof, the company has caused this policy to be executed and attested.



Secretary



Vice-President

THE FOLLOWING ENDORSEMENT APPLIES IF FORM A01 APPEARS ON YOUR POLICY DECLARATIONS PAGE.

SAFeway PREFERRED—ADDITIONAL PERSONS INSURED ENDORSEMENT— FORM A01:

In consideration of additional premium paid by the named insured, the Company removes the **Limitation** of coverage under Persons Insured in Part I—Liability.

THE FOLLOWING ENDORSEMENT APPLIES IF FORM A02 APPEARS ON YOUR POLICY DECLARATIONS PAGE.

SAFeway BASIC—LIMITED PERSONS INSURED ENDORSEMENT— FORM A02:

For a reduced premium, **this endorsement limits coverage for persons not listed on the application or in the policy declarations. Limitations occur under Liability (Part I) and Physical Damage (Part III). Additionally, insurance under this endorsement does not apply to loss or accidents occurring in Mexico. Please read this endorsement and the rest of your policy carefully.**

The following description of Persons Insured replaces the description of Persons Insured in Part I—Liability of the policy.

- (a) With respect to the owned automobile:

- (1) the named insured,
- (2) persons listed as drivers in the policy declarations.
- (3) any other person using an owned automobile, provided it is used with the permission of the named insured, expressed or implied, and within the scope of such permission and persons residing with such permissive user and related by blood, marriage or adoption, including wards and foster children, **subject to the Limitation detailed below.**

Limitation: If the declarations state bodily injury liability limits in excess of \$15,000 per person and \$30,000 per accident and/or property damage liability limit in excess of \$5,000 per accident, then the coverage in excess of those limits shall not apply to the operation or use of a motor vehicle by a person described in subpart (a)(3) above, other than the agent or employee of the named insured in the scope of his employment.

The following description of **Persons Insured** replaces the description of **Persons Insured** with respect to the owned automobile in **Part III—Physical Damage** of the policy.

Persons Insured: The following are insured under Part III:

- (a) With respect to the owned automobile: the named insured; persons listed as drivers in the policy declarations; and **any other person**, provided the owned automobile is used with the permission of the named insured, expressed or implied, and within the scope of such permission, **subject to the following Limitations: (a) any other person does not include a resident or relative not listed in the policy declarations (See definition of relative under Part I), and (b) any other person does not include persons who have care, custody, and control of a listed vehicle for more than 120 hours during a policy term.**

THE FOLLOWING APPLIES IF A DESIGNATED PERSONS EXCLUSION FORM (AC4, EXCL or 267) HAS BEEN COMPLETED FOR A DESIGNATED PERSON. THE DESIGNATED PERSON(S)/IS/ARE ALSO LISTED AS EXCLUDED PERSONS ON THE DECLARATIONS PAGE.

It is agreed that all coverage, including uninsured motorist coverage, and the company's obligation to defend, under the policy, shall not apply nor accrue to the benefit of any insured or any third party claimant while any motor vehicle is being used or operated by a natural person or persons designated on a Designated Persons Exclusion Form and listed in the policy declarations.

This exclusion shall apply to the designated person(s), regardless of where the designated person(s) reside(s), until added to the policy as a driver and that addition is approved in writing by the company.

This exclusion applies to this policy, or any continuation, renewal or replacement of the policy by the named insured, or reinstatement within 30 days of any lapse thereof.

The named insured agrees to reimburse the company for any payment made by the company to a lienholder, because of loss arising from the operation or use of a motor vehicle by a "designated person" listed on a Designated Persons Exclusion Form and in the policy declarations.

THE FOLLOWING ENDORSEMENT APPLIES IF A LIENHOLDER IS SHOWN ON YOUR POLICY DECLARATIONS PAGE.

AUTOMOBILE LIENHOLDER ENDORSEMENT—FORM 49-A:

With respect to the interest of the lienholder named in the policy declarations, its successors and assigns in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss of damage, if any, to the property described in this policy shall be payable firstly to the lienholder and secondly to the insured, as their interests may appear, provided, nevertheless, that upon demand by the lienholder upon the Company for separate settlement, the amount of said loss shall be paid directly to the lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy, as to the interest only of the lienholder, shall not be impaired in any way by any change in the title or ownership of

the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any false statement concerning this policy or the subject thereof, or by the insured's employee's, agents, or representatives, whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the lienholder of such non-payment of premium. The lienholder, when so notified in writing by this Company of the failure of the insured to pay such premium, shall pay or cause to be paid the premium due within ten (10) days following such notice. If the lienholder shall decline to pay said premium or additional premium, the rights of the lienholder under this Automobile Lienholder Endorsement shall not be terminated before ten (10) days after mailing such notice.

4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the lienholder at its office specified hereunder concurrently with the sending of notice to the insured but in such a case this policy shall continue in force for the benefit of the lienholder only for ten (10) days after written notice of such cancellation. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of cancellation shall have been given to the Lienholder by the Company. In the event of cancellation of this policy, the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.

5. If there is any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.

6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability there for exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto, but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Lienholder Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagor.

8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Lienholder Endorsement shall no longer apply; provided, nevertheless, all privileges

and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.

9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Lienholder Endorsement shall be mailed to or delivered to the Lienholder at its office or branch as set forth in the policy declarations page.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy attached to this endorsement other than as above stated.

THE FOLLOWING ENDORSEMENT APPLIES IF ENDORSEMENT NUMBER 206 APPEARS ON YOUR POLICY DECLARATIONS PAGE.

24 HOUR ROADSIDE ASSISTANCE ENDORSEMENT

In consideration of additional premium paid by the named insured, the Company will provide 24-Hour Roadside Assistance as described herein, up to towing and incidental labor costs of \$50 for each occurrence. The Company will provide service via its toll free number at 1-800-807-2339.

In the event of a minor disablement or mechanical breakdown, the service assists the insured with quickly getting back on the road. For other mechanical disablement, the service provides towing to the closest repair facility up to a limit of \$50 for each occurrence, and a limit of 4 service calls per 12 month period. All service is provided via 1-800-807-2339.

The limit for emergency towing and incidental labor costs incurred because of the disablement of your vehicle is \$50 for each occurrence. Labor must be performed at the time and place of disablement. Covered vehicle(s) are those described on the declarations page for which a specific premium is charged for this coverage. When service is rendered by a provider other than Safeway's authorized service representative, Safeway will only pay reasonable charges up to the towing limits and terms listed herein.

THE FOLLOWING ENDORSEMENT APPLIES IF ENDORSEMENT NUMBER 207 APPEARS ON YOUR POLICY DECLARATIONS PAGE.

CUSTOM & SPECIAL EQUIPMENT ENDORSEMENT

In consideration of additional premium paid by the named insured, the Company agrees to extend coverage under Part III-Physical Damage to the custom parts and equipment listed on the application and in the policy declarations. Coverage under this endorsement extends only to parts and equipment which are permanently attached and forming part of the insured vehicle. The Company only covers custom & special equipment only up to \$5000 in aggregate.

The Company's limit of liability will be the least of:

1. the actual cash value of the stolen or damaged property at the time of the loss, or
2. the amounts shown on the application and declarations page as the total Declared Value of Equipment, or
3. the amount necessary to repair the property with other like kind and quality, with deduction for depreciation.

Reduced by a \$50 deductible per loss.

AUTO BODY REPAIR CONSUMER BILL OF RIGHT (CALIFORNIA INSURANCE CODE SECTION 1874.87)

A CONSUMER IS ENTITLED TO:

1. select the auto body repair shop to repair auto body damage covered by the insurance company. An insurance company may not require the repairs to be done at a specific auto body repair shop.
2. an itemized written estimate for auto body repairs and, upon completion of repairs, a detailed invoice. The estimate and the invoice

must include an itemized list of parts and labor along with the total price for the work performed. The estimate and invoice must also identify all parts as new, used, aftermarket, reconditioned or rebuilt.

3. be informed about coverage for towing and storage services.
4. be informed about the extent of coverage, if any, for a replacement rental vehicle while a damaged vehicle is being repaired.
5. be informed of where to report suspected fraud or other complaints and concerns about auto body repairs.
6. seek and obtain an independent repair estimate directly from a registered auto body repair shop for repair of a damaged vehicle, even when pursuing an insurance claim for repair of the vehicle.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

TOLL FREE (800) 952-5210
California Department of Consumer Affairs
Bureau of Automotive Repair
10240 Systems Parkway
Sacramento CA 95827

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-HELP or (213) 897-8921
California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles CA 90013

The California Department of Insurance can also accept complaints over its web site at: www.insurance.ca.gov

SERVICE CHARGES (only if applicable)

Policy Fee—New Business (semi-annual)	\$40 (\$32 for CA Good Driver)
Policy Fee—Renewal (semi-annual)	\$25 (\$20 for CA Good Driver)
Policy Fee—New Business (annual)	\$65 (\$52 for CA Good Driver)
Policy Fee—Renewal (annual)	\$50 (\$40 for CA Good Driver)
Financial Responsibility Filing Fee (SR-22, SR-1P)	\$30
Pay Plan Fee (each installment)	\$8.50
Reinstatement Fee \$10	(\$8 for CA Good Driver)
Dishonored Payment Fee	\$2
Cancellation Fee (Insured's Request)	\$30
Vehicle Fraud Fee (assessed by CA Dept. of Insurance)	\$.88 per vehicle per half year

Note: Fees are subject to change with DOI approval. All policy fees are fully earned as soon as the policy goes in effect. Pay Plan Fees are separate and distinct from premium and the policy, and apply only when premiums are not paid in full.

