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12 *Attorneys for Plaintiff*

13
 14 **UNITED STATES DISTRICT COURT**
 15 **FOR THE DISTRICT OF ARIZONA**

16 Charles Miller,
 17 Plaintiff,

18 v.

19 Trumbull Insurance Company, Hartford
 20 Insurance Company of the Southeast, Twin
 City Fire Insurance Company, Hartford
 21 Underwriters Insurance Company, Hartford
 Insurance Company of the Midwest,
 22 Hartford Casualty Insurance Company,

23 Defendants.

Case No. 2:22-cv-01545-JJT

FIRST AMENDED COMPLAINT

(Assigned to Honorable John J. Tuchi)

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1 Plaintiff Charles Miller for his Complaint against Defendants Trumbull Insurance
2 Company, Hartford Insurance Company of the Southeast, Twin City Fire Insurance
3 Company, Hartford Underwriters Insurance Company, Hartford Insurance Company of
4 the Midwest, Hartford Casualty Insurance Company (collectively referred to as
5 “Hartford” or “Defendants”) alleges as follows:

6 **I. THE PARTIES**

7 1. Charles Miller is a married man and, at all relevant times, was an insured on
8 an insurance policy with Defendant Trumbull providing, among other coverages,
9 uninsured and underinsured motorist coverage covering multiple vehicles on the same
10 policy.

11 2. Defendant Trumbull Insurance Company (“Trumbull”) is a corporation
12 incorporated under the laws of the State of Connecticut, and is duly licensed to administer
13 insurance in the State of Arizona.

14 3. Defendant Hartford Insurance Company of the Southeast (“HICS”) is a
15 corporation incorporated under the laws of the State of Connecticut, and is duly licensed
16 to administer insurance in the State of Arizona.

17 4. Defendant Twin City Fire Insurance Company (“Twin City”) is a corporation
18 incorporated under the laws of the State of Indiana, and is duly licensed to administer
19 insurance in the State of Arizona.

20 5. Defendant Hartford Underwriters Insurance Company (“HUIC”) is a
21 corporation incorporated under the laws of the State of Connecticut, and is duly licensed
22 to administer insurance in the State of Arizona.

23 6. Defendant Hartford Insurance Company of the Midwest (“HICM”) is a
24 corporation incorporated under the laws of the State of Indiana, and is duly licensed to
25 administer insurance in the State of Arizona.

26 7. Defendant Hartford Casualty Insurance Company (“HCIC”) is a corporation
27 incorporated under the laws of the State of Indiana, and is duly licensed to administer
28 insurance in the State of Arizona.

1 8. Defendants are all insurance companies who sell policies in Arizona, and
2 whose personal lines auto policies during the relevant period contained the same or
3 substantially similar limit of liability language with respect to uninsured and underinsured
4 motorist bodily injury coverage.

5 **II. NATURE OF THE ACTION**

6 3. This matter concerns the unlawful denial of “Stacked Uninsured Motorist
7 Coverage” and “Stacked Underinsured Motorist Coverage” to a class of insureds entitled
8 to Uninsured Motorist and Underinsured Motorist coverage on policies issued by
9 Defendant Trumbull in Arizona.

10 4. For purposes of this Complaint, “Stacked Uninsured Motorist Coverage”
11 generally refers to the ability of insureds to obtain benefits under their Uninsured
12 Motorist Coverage when there are multiple vehicles insured on one policy.

13 5. For purposes of this Complaint, “Stacked Underinsured Motorist
14 Coverage” generally refers to the ability of insureds to obtain benefits under their
15 Underinsured Motorist Coverage when there are multiple vehicles insured on one policy.

16 6. The denial of Stacked Uninsured Motorist Coverage and Stacked
17 Underinsured Motorist Coverage is contrary to well-established Arizona law as well as
18 the language of the Trumbull policy. As such, the denial of benefits is unreasonable, is
19 not “fairly debatable,” and instead places Defendant Trumbull’s own interests ahead of
20 the class of policyholders and insureds.

21 7. On December 13, 2019, Charles Miller was driving his 2000 BMW Z3
22 when he was involved in a collision with non-party Kevin Hartman in Scottsdale, Arizona.

23 8. As a direct and proximate result of the collision, Charles suffered severe
24 and permanent physical, emotional and economic injuries.

25 9. As a direct and proximate result of the collision, Charles incurred
26 reasonable and necessary medical expenses in excess of \$170,000.

27 10. Non-party Kevin Hartman was solely at fault for causing the December 13,
28 2019 collision.

1 11. Non-party Kevin Hartman did not have any valid bodily injury liability,
2 personal injury umbrella liability, or any other insurance coverage which may pay for the
3 damages suffered by Charles Miller.

4 12. At the time of the collision, Charles Miller held a policy with Essentia
5 Insurance Company (“Essentia”) insuring the 2000 BMW Z3. The Essentia policy
6 provided Uninsured Motorist Coverage in the amount of \$50,000 per person, subject to
7 an aggregate limit of \$100,000 per collision.

8 13. Essentia paid its available policy limits of \$50,000 to Charles Miller for his
9 uninsured motorist claim.

10 14. At the time of the collision, Charles Miller held a policy with Defendant
11 Trumbull covering (1) his 1997 Jeep Wrangler; (2) his 2005 Dodge Ram; (3) his 2013
12 Kia Forte; (4) his 2013 Honda Civic under Policy No. 55PAB942869, effective
13 September 30, 2019 through September 30, 2020. Coverage during this period consisted
14 of, among other things, Uninsured Motorist Coverage in the amount of \$50,000 per
15 person, subject to an aggregate limit of \$100,000 per collision. A true and correct copy of
16 the Trumbull policy is attached hereto as **Exhibit A**.

17 15. Defendant Trumbull charged \$68 for the Uninsured Motorist Coverage on
18 the 1997 Jeep Wrangler.

19 16. Defendant Trumbull charged \$83 for the Uninsured Motorist Coverage on
20 the 2005 Dodge Ram.

21 17. Defendant Trumbull charged \$67 for the Uninsured Motorist Coverage on
22 the 2013 Kia Forte.

23 18. Defendant Trumbull charged \$129 for the Uninsured Motorist Coverage on
24 the 2013 Honda Civic.

25 19. Charles Miller is an “insured” under the terms and conditions of the
26 Uninsured Motorist Coverage of the Trumbull policy.

27 20. Non-party Kevin Hartman’s vehicle is an “uninsured motor vehicle” under
28 the terms and conditions of the Trumbull policy.

1 21. On September 9, 2021, Charles submitted a claim to Defendant Trumbull
2 seeking Uninsured Motorist benefits on all vehicles insured on the policy.

3 22. Thereafter, Defendant Trumbull paid the policy limits—\$50,000.00—on
4 **one of the vehicles** covered under Policy No. 55PAB942869.

5 23. Defendant Trumbull failed and/or refused to pay the remaining policy
6 limits properly owed to Charles on the other three vehicles on the Trumbull policy.

7 24. Instead, Defendant Trumbull disclaimed any additional Uninsured Motorist
8 Coverage on the policy. Specifically, Defendant Trumbull alleged Stacked Uninsured
9 Motorist Coverage was not available on the Trumbull policy relying on policy language
10 that fails to preclude Stacked Uninsured Motorist Coverage.

11 25. The Limit of Liability clause provides:

12 **LIMIT OF LIABILITY**

13 **A.** The limit of liability shown in the Declarations for each person
14 for Uninsured Motorist Coverage is our maximum limit of liability
15 for all damages, including damages for care, loss of services or
16 death, arising out of **bodily injury** sustained by any one person in
17 any one accident. Subject to this limit for each person, the limit of
18 liability shown in the Declarations for each accident for Uninsured
19 Motorists Coverage is our maximum limit of liability for all
20 damages for **bodily injury** resulting from any one accident.

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

- 22 1. **Insureds**;
23 2. Claims made;
24 3. Vehicles or premiums shown in the Declarations; or
25 4. Vehicles involved in the accident.

26 See Exhibit A, Trumbull Policy at 025.¹

27 26. The Limit of Liability language does not preclude Stacked Uninsured
28 Motorist Coverage. See *State Farm Mut. Auto. Ins. Co. v. Lindsey*, 182 Ariz. 329, 331
(1995); see also *Heaton v. Metropolitan Group Prop. And Cas. Ins. Co.*, 2021 WL
6805629 (D.Ariz. Oct. 19, 2021).

¹ Terms in **bold** are defined terms in the Trumbull policy.

1 27. Even if the Limit of Liability language was sufficient to preclude Stacked
2 Uninsured Motorist Coverage—it is not—the Limit of Liability language does not inform
3 insureds of their right to select which coverage will apply in violation of A.R.S. § 20-
4 259.01(H).

5 28. Defendant Trumbull did not advise Charles, in writing, of his right to select
6 which coverage would apply within 30 days of receiving notice of the collision as
7 required by A.R.S. § 20-259.01(H).

8 29. Accordingly, Stacked Uninsured Motorist Coverage is permitted even if the
9 Limit of Liability language precluded stacking—which, it does not. See A.R.S. § 20-
10 259.01(H); *see also Schwallie v. American Family Mut. Ins. Co.*, 2013 WL 4478697
11 (D.Ariz. Aug. 20, 2013).

12 30. The Two or More Autos Policies clause provides:

13 **TWO OR MORE AUTO POLICIES**

14 If this policy and any other insurance policy issued to you by us
15 apply to the same accident, only one of the policies will apply
16 to the accident. You will select the one policy that will apply.

17 *See Exhibit A, Trumbull Policy at 026.*

18 31. The Two or More Auto Policies language does not preclude stacked
19 Uninsured Motorist Coverage. *See State Farm Mut. Auto. Ins. Co. v. Lindsey*, 182 Ariz.
20 329, 331 (1995); *see also Heaton v. Metropolitan Group Prop. And Cas. Ins. Co.*, 2021
21 WL 6805629 (D.Ariz. Oct. 19, 2021).

22 32. The Two or More Auto Policies language does not preclude an insured
23 from stacking multiple coverages on the same policy. *See State Farm Mut. Auto. Ins. Co.*
24 *v. Lindsey*, 182 Ariz. 329, 331 (1995); *see also Heaton v. Metropolitan Group Prop. And*
25 *Cas. Ins. Co.*, 2021 WL 6805629 (D.Ariz. Oct. 19, 2021).

26 33. Per the express language of the policy, the Two or More Auto Policies
27 language only precludes insureds from stacking multiple policies, i.e., inter-policy
28 stacking.

1 34. Charles, however, does not have multiple policies issued to him by
2 Defendant Trumbull.

3 35. The Two or More Auto Policies language does not apply to Charles' claim
4 for Stacked Uninsured Motorist Coverage.

5 36. Upon information and belief, Defendant Trumbull failed to conduct a
6 reasonable coverage investigation to determine whether additional coverage was
7 available on Policy No. 55PAB942869.

8 37. Upon information and belief, Defendant Trumbull failed to conduct a
9 reasonable coverage investigation to determine whether Stacked Uninsured Motorist
10 Coverage was available on Policy No. 55PAB942869.

11 38. To date, Charles still has not been paid the Uninsured Motorist benefits he
12 is entitled to receive under the terms and conditions of the Trumbull policy.

13 39. Upon information and belief, Defendants routinely sell Uninsured Motorist
14 Coverage, as well as Underinsured Motorist Coverage, and benefits on multiple vehicles
15 insured on the same policy, but refuse to pay Stacked Uninsured Motorist and Stacked
16 Underinsured Motorist benefits in violation of the terms and conditions of Trumbull
17 policies and in violation of Arizona law, and whose policy language during the relevant
18 period contained the same or substantially similar limit of liability language with respect
19 to uninsured and underinsured motorist bodily injury coverage.

20 40. Charles brings this declaratory judgment claim pursuant to the Arizona
21 Uniform Declaratory Judgment Act (A.R.S. § 12-1831 to 12-1846) and Rule 57 of the
22 Arizona Rules of Civil Procedure.

23 41. Charles is an "insured" under the terms and conditions of the Trumbull
24 policy.

25 42. Charles contends he is entitled to Stacked Uninsured Motorist Coverage
26 under the terms and conditions of the Trumbull policy.

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1 43. Defendant Trumbull, however, contends Uninsured Motorist Coverage is
2 limited to one vehicle on the Trumbull policy, and there is no additional Uninsured
3 Motorist Coverage on the remaining three vehicles on the Trumbull policy.

4 44. A dispute now exists between Charles and Defendant Trumbull regarding
5 the rights and obligations of the parties under the Trumbull policy.

6 45. Due to the dispute between the parties, Charles is entitled to a declaration
7 of rights and responsibilities regarding the terms and conditions of the Trumbull policy
8 pursuant to the Arizona Declaratory Judgment Act.

9 46. Charles seeks a declaration from this Court that he is entitled to Stacked
10 Uninsured Motorist Coverage on the Trumbull policy.

11 47. Defendant Trumbull's failure to make a good faith offer and refusal to
12 consider payment for Charles' Uninsured Motorist claim constitutes a de facto denial of
13 benefits owed on the Trumbull policy.

14 48. Defendant Trumbull's failure to make a good faith offer and refusal to pay
15 the contractual Uninsured Motorist benefits owed on the policy is a breach of contract.

16 49. As a direct and proximate result of the breach, Charles suffered direct and
17 consequential damages including, but not limited to, the contractual Uninsured Motorist
18 benefits owed under the terms and conditions of the Trumbull policy.

19 50. In every contract of insurance, there is inherent in it the covenant of good
20 faith and fair dealing, which requires an insurer to, among other things, conduct a
21 reasonable investigation, afford and makes its insured aware of all available coverages on
22 the policy—even if they are not demanded—and treat all insureds with equal
23 consideration.

24 51. Upon information and belief, Defendant Trumbull failed to conduct a
25 reasonable investigation into whether Stacked Uninsured Motorist Coverage is available
26 on the Trumbull policy.

27 52. In doing so, Defendant Trumbull put its own interests ahead of its insured,
28 Charles, and failed to give equal consideration to his claim.

1 53. Defendant Trumbull’s failure to adequately investigate coverage is a breach
2 of the covenant of good faith and fair dealing.

3 54. Defendant Trumbull’s failure to treat Charles with equal consideration is
4 breach of the covenant of good faith and fair dealing.

5 55. Defendant Trumbull’s failure to make a good faith offer is a breach of the
6 covenant of good faith and fair dealing.

7 56. Defendant Trumbull’s policy requires insured to file a lawsuit to obtain
8 coverage determinations ultimately forcing Charles to file this action to obtain the
9 Uninsured Motorist benefits properly owed to him by Defendant Trumbull. See Exhibit
10 A, Trumbull Policy at 025 (“[D]isputes concerning coverage under this Part may not be
11 arbitrated.”).

12 57. Defendant Trumbull’s failure to make reasonable efforts to alleviate the
13 necessity of litigation is a breach of the covenant of good faith and fair dealing.

14 58. Defendant Trumbull’s failure to pay the contractual Stacked Uninsured
15 Motorist benefits owed under the terms and conditions of the Trumbull Policy is a breach
16 of the covenant of good faith and fair dealing.

17 59. Defendant Trumbull’s refusal to stack the available Uninsured Motorist
18 Coverage is contrary to well-established Arizona law as well as the language of the
19 Trumbull policy. As such, Defendant Trumbull’s coverage position is unreasonable, is
20 not “fairly debatable,” and instead places Defendant Trumbull’s own interests ahead of
21 its insured, Charles.

22 60. Defendant Trumbull’s refusal to provide Stacked Uninsured Motorist
23 Coverage is a breach of the covenant of good faith and fair dealing.

24 61. As a direct and proximate result of Defendant Trumbull’s breach of the
25 covenant of good faith and fair dealing, Charles has suffered damages.

26 62. Upon information and belief, Defendant Trumbull acted with a consistent
27 pattern to undermine the security of its own insurance policy to the detriment of its
28 insureds, including Charles, to the extent that it constitutes a conscious disregard of the

1 substantial likelihood that such conduct is likely to cause harm and constitutes conduct
2 sufficient to incur a penalty of punitive damages.

3 63. Charles is, therefore, entitled to punitive damages in an amount sufficient
4 to stop such conduct and deter such future conduct.

5 **III. JURISDICTION AND VENUE**

6 64. All acts alleged herein arose from occurrences within the State of Arizona.

7 65. The claims are subject to the jurisdiction of the Superior Court for the State
8 of Arizona and they request compensation in amounts above the minimum jurisdictional
9 limits for this Court.

10 66. Venue in this Court is proper pursuant to A.R.S. § 12-401.

11 67. This Court has personal jurisdiction over the parties.

12 68. This Court has subject matter jurisdiction under § 14(1) and § 14(3) of
13 Article 6 of the Arizona Constitution and A.R.S. § 12-123.

14 **IV. CLASS ALLEGATIONS**

15 69. Charles brings this action pursuant to Rule 23 of the Arizona Rules of Civil
16 Procedure. He brings this action on his own behalf and on behalf of all class participants
17 pursuant to Rules 23(a), 23(b)(2) and 23(b)(3) of the Arizona Rules of Civil Procedure.

18 70. Charles proposes the following class of individuals during the relevant
19 limitations period:

20 All persons insured under one of Defendants' personal lines
21 automobile policies issued in Arizona that provided uninsured
22 ("UM") or underinsured ("UIM") motorist coverage for more
23 than one motor vehicle, and who received a claim payment
24 equal to the limit of liability for the UM or UIM benefits for
25 only one person/one vehicle (or whose payment was based on
26 the limit of liability for UM or UIM coverage for only one
27 vehicle where the full per accident single vehicle limit was paid
28 to multiple individuals) and who were not notified of their right
to select which vehicle's coverage was applicable during the
Class Period, as reflected in the agreed-upon list transmitted by
Defendants' counsel to Plaintiff's counsel on May 29, 2024.

71. The requirements of Rules 23(a), 23(b)(2) and/or 23(b)(3) of the Arizona
Rules of Civil Procedure are met as set forth below.

1 **A. Numerosity**

2 72. Arizona published cases on numerosity are few and give little guidance.
3 For that reason, among others, Arizona courts look to Federal cases construing Rule 23
4 as illustrative. *See ESI Ergonomic Solutions, LLC v. United Artists Theatre Circuit, Inc.*,
5 203 Ariz. 94, 98 n.2 (App. 2002). Under federal law, more than forty class members
6 satisfies the numerosity requirement. 1 NEWBERG ON CLASS ACTIONS, §3.05 at 3-
7 25 (3rd Ed. 1992); MOORE’S FEDERAL PRACTICE, § 23-22(3)(a) (Bender 3rd Ed.
8 1999); *Stewart v. Abraham*, 275 F.3d 220, 226-27 (3rd Cir. 2001); *Perez v. First*
9 *American Title Ins.*, 2009 WL 2486003 at *2 (D.Ariz. 2009) (“Generally, 40 or more
10 members will satisfy the numerosity requirement.”).

11 73. With regard to the standard of proof necessary to satisfy class numerosity
12 requirements, “[i]t is not necessary that the members of the class be so clearly identified
13 that any member can be presently ascertained. The court may draw a reasonable
14 inference of the size of the class from the facts before it.” *Sherman v. Griepentrog*, 775
15 F.Supp. 1383, 1389 (D.Nev. 1991) (internal citations omitted).

16 74. Upon information and belief, Defendants routinely deny Stacked Uninsured
17 Motorist Coverage and Stacked Underinsured Motorist Coverage to their insureds and
18 the numerosity requirement is easily satisfied with respect to the Class.

19 **B. Commonality**

20 75. The commonality element “requires simply that there exist questions of law
21 or fact common to the class.” *Lennon v. First National Bank of Arizona*, 21 Ariz.App.
22 306, 309 (1974). “The existence of shared legal issues with divergent factual predicates is
23 sufficient, as is a common core of salient facts coupled with disparate legal remedies
24 within the class.” *Parra v. Bashas, Inc.*, 536 F.3d 975, 978 (9th Cir. 2008).

25 76. The legal issues are not just shared, they are virtually identical.
26 Specifically, the legal issue regarding whether Class Members are entitled to Stacked
27 Uninsured/Underinsured Motorist Coverage on Defendants’ policies is identical. While
28

1 there may be occasional changes to the policy language for each respective Class
2 Member, the legal issue remains the same.

3 77. Moreover, the policy language for the Limit of Liability clause and the
4 Two or More Auto Policies clause are **identical for Uninsured and Underinsured**
5 **Motorist coverage**. Compare Exhibit A at Trumbull Policy 020-021 with Exhibit A at
6 Trumbull Policy 025, 026. Thus, there is no difference, from a legal standpoint, regarding
7 whether stacking is permitted on Uninsured Motorist coverage or Underinsured Motorist
8 coverage, *i.e.*, either stacking is permitted on both coverages, or it is not permitted on
9 either coverage.

10 C. Typicality

11 78. There is little Arizona case law discussing specific criteria regarding
12 typicality. Federal law provides: “[U]nder the rule’s permissive standards, representative
13 claims are ‘typical’ is they are reasonably coextensive with those of absent class
14 members; they need not be substantially identical.” *Hanlon v. Chrysler Corp.*, 150 F.3d
15 1011, 1019 (9th Cir. 1998).

16 79. Charles is in a factual and legal posture identical to the Class Members. He
17 is an insured on an insurance policy with Defendant Trumbull insuring multiple vehicles
18 with Uninsured Motorist Coverage. He was paid the available policy limits on one of the
19 vehicles, but Defendant Trumbull either failed or refused to pay any remaining uninsured
20 motorist benefits on the remaining vehicles of the policy.

21 80. He is also an insured on an insurance policy with Defendant Trumbull
22 insuring multiple vehicles with Uninsured Motorist Coverage. Although his collision did
23 not implicate Underinsured Motorist coverage, his claim is typical of an underinsured
24 motorist claim with regard to the legal issues that need to be decided. Charles was paid
25 the available policy limits on one of the vehicles, but Defendant Trumbull either failed or
26 refused to pay any remaining benefits on the remaining vehicles of the policy.

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1 **D. Adequacy**

2 81. Under Arizona law, the Class Attorney must be qualified, experienced and
3 reasonably capable. Lead Plaintiffs cannot collude with the defendants and must not have
4 interests that are obviously antagonistic to the interests of the class they seek to represent.
5 *See Lennon, supra*, at 309. The burden of proving inadequacy is on the defendant. *See*
6 *Lewis v. Curtis*, 671 F.2d 779, 788 (3rd Cir. 1982).

7 82. To determine whether obvious antagonism of interests exists, Federal
8 courts look to whether (1) a lead plaintiff is a spouse, family member, or employee of
9 counsel; (2) if any counsel if a class member; (3) if there are unusual bonus fees for lead
10 plaintiffs which would create a conflict with class members; (4) whether lead plaintiffs
11 will promptly move for certification. *See Lyon v. State of Arizona*, 80 F.R.D. 665, 667-68
12 (D.Ariz. 1978).

13 83. None of the Class Attorneys are members of the Class.

14 84. No Lead Plaintiff is a spouse, family member or employee of the Class
15 Attorney.

16 85. Lead Plaintiffs will promptly move for certification.

17 86. No bonus fees or incentives have been promised to the Lead Plaintiffs.

18 87. The Class Attorneys are also qualified, experienced and reasonably
19 capable, having litigated successfully in this area of law, and having been counsel in
20 prior class actions.

21 **E. Rule 23(B)(2)**

22 88. Rule 26(b)(2) certification is appropriate if “the party opposing the class
23 has acted or refused to act on grounds generally applicable to the class, thereby making
24 appropriate final injunctive or corresponding declaratory relief with respect to the class as
25 a whole.” Ariz.R.Civ.P. 23(b)(2).

26 89. Federal law provides: “[I]n order to permit certification under this rule, the
27 claim for monetary damages must be secondary to the primary claim for injunctive or
28 declaratory relief.” *Molski v. Gleich*, 318 F.3d 937, 647 (9th Cir. 2003). A Rule 23(b)(2)

1 claim is not limited solely to declaratory and injunctive relief, but such relief must
2 predominate. *See id.*

3 90. Defendants have acted on grounds with general application to the Class
4 Members: they have disclaimed Stacked Uninsured/Underinsured Motorist Coverage
5 when its insureds have multiple vehicles with Uninsured/Underinsured Motorist
6 Coverage on the same policy.

7 91. Moreover, the declaratory relief claims predominate over the breach of
8 contract claims, *i.e.*, there can be no relief on the breach of contract claims if the
9 declaratory relief claims fail.

10 92. The proposed Classes, therefore, meets the requirements for certification
11 under Rule 23(b)(2).

12 93. Accordingly, Charles requests this Court certify the declaratory judgment,
13 breach of contract and bad faith claims as a class action pursuant to Rule 23(b)(2),
14 ARCP.

15 **F. Rule 26(B)(3)**

16 94. Rule 23(b)(3) certification is appropriate if “questions of law or fact
17 common to the members of the class predominate over any questions affecting individual
18 class members, and . . . a class action is superior to other available methods for fair and
19 efficient adjudication of the controversy.” Ariz.R.Civ.P. 23(b)(3).

20 95. With respect to predomination, the Court should certify a Class even in
21 cases where there is a large factual variance between class members if “questions of law
22 common to all class members” lie at the heart of the case. *See Godbey v. Roosevelt*
23 *School District*, 131 Ariz. 13, 17-18 (App. 1981).

24 96. Common questions of law (*i.e.*, whether Stacked Uninsured Motorist
25 Coverage and/or Stacked Underinsured Motorist Coverage are available) lie at the heart
26 of this matter. Indeed, if Stacked Uninsured Motorist Coverage and/or Stacked
27 Underinsured Motorist Coverage are not available, the remaining portions of the claims
28 herein are moot.

- 1 4. For direct and consequential damages, in an amount to be proved at trial;
- 2 5. For special damages, in an amount to be proved at trial;
- 3 6. For general damages in a fair, just and reasonable sum in excess of the
- 4 jurisdictional limits of this Court;
- 5 7. For a declaration that Defendants' policies do not preclude stacking
- 6 uninsured motorist coverage for multiples vehicles on the same policy;
- 7 8. For a declaration that Defendants' policies do not preclude stacking
- 8 underinsured motorist coverage for multiple vehicles on the same policy;
- 9 9. For his costs incurred herein;
- 10 10. For attorney's fees and taxable costs pursuant to A.R.S. §§ 12-341 and 12-
- 11 341.01;
- 12 11. For punitive damages in a fair, just and reasonable sum;
- 13 12. For pre- and post-judgment interest at the prevailing statutory rate per
- 14 annum; and
- 15 13. For such other and further relief as this Court may deem just and proper.

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1 DATED this 1st day of July 2024.

HAGENS BERMAN SOBOL SHAPIRO LLP

2
3 By: *s/ Robert B. Carey* _____

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24 justin@slaviceklaw.com

25
26
27
28 *Attorneys for Plaintiff*

EXHIBIT A



This will verify that, to the best of the undersigned's knowledge, the attached is complete and accurate representation of insurance policy number 55PAB942869 effective 9/30/2019 to 9/30/2020 as appeared on 12/13/2019 issued by Trumbull Insurance Company to CHARLES J MILLER III. The documents and/or information produced herewith are kept and maintained in the ordinary course of business of Trumbull Insurance Company.



Signature

STATE OF CONNECTICUT

COUNTY OF HARTFORD

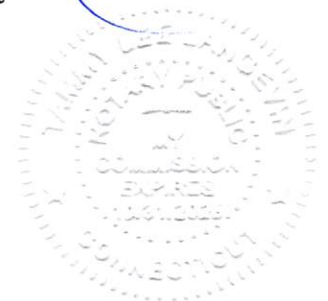
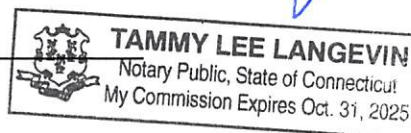
Before me personally appeared, Edward J Burke, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that, Edward J Burke, executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 1st day of April 2021.



Notary Public
State of Connecticut

My Commission expires _____





To: Levenbaum Trachtenberg
362 N Third Ave
Phoenix AZ 85003

Date: April 1, 2021

Subject: Certified Policy Request

RE: Insured: CHARLES J MILLER III
Claimant:
Policy Number: 55PAB942869
Claim Number: PA0018867226
Date of Loss: 12/13/2019
Writing Company: Trumbull Insurance Company.

Attached is a copy of the Automobile insurance policy you requested for the above captioned claim and date of loss.

If you have any questions or need additional information, please contact the claim representative, Cyndi Sickles, at 1-877-625-2652, ext. 2307746.

REST EASY.

The Hartford is always at your service.



Charles J Miller
839 E Cloud Rd
Phoenix, AZ 85086-8401

Online Customer Service Center:
thehartford.com/myaccount

Customer Service & Billing:
1-800-423-6789

Claims Hotline:
1-877-805-9918

Rescue 1-800 Road Service:
1-800-322-7789

09/19/2019

Welcome!

Your insurance documents are enclosed.

Dear Charles J Miller,

Thank you for choosing the AARP® Auto Insurance Program from The Hartford.¹ We are proud to offer this unique program designed especially for drivers like you.

As requested, the coverages and limits you selected are effective 09/30/2019.

What's enclosed—and what you need to do:

Enclosed are all the forms and materials associated with your policy. Please review and follow the instructions in the enclosed Welcome Checklist.

Billing-related communications will be sent to you separately.

Get ready to enjoy exceptional value.

The AARP Auto Insurance Program from The Hartford rewards experienced drivers like you through superior value— by safeguarding your assets, offering benefits other programs don't have, and providing outstanding service.

Let me thank you again for allowing The Hartford to protect you, your family and your lifestyle. We appreciate your trust, and the confidence you've placed in The Hartford to protect you, your loved ones, and your precious assets.

Sincerely,

Douglas Elliot
President, The Hartford

P.S. If you haven't already, register your policy at thehartford.com/myaccount. You'll be able to access your ID cards and policy documents, and make on-demand or automatic payments. You can also pay directly from your smartphone by downloading the mobile app.

The AARP Automobile Insurance Program from The Hartford is underwritten by Hartford Fire Insurance Company and its affiliates, One Hartford Plaza, Hartford, CT 06155. CA License #5152. In Washington, the Program is underwritten by Hartford Casualty Insurance Company. In Michigan, the Program is underwritten by Trumbull Insurance Company. In Massachusetts the program is underwritten by Trumbull Insurance Company. Paid endorsement. Specific features, credits and discounts may vary and may not be available in all states in accordance with state filings and applicable law. Applicants are individually underwritten and some may not qualify for this insurance, based on their driving history. Your premiums will be based on your verified driver and vehicle information and the coverage choices and policy options that you select.

¹ In Texas, the Auto Program is underwritten by Southern County Mutual Insurance Company through Hartford Fire General Agency. Hartford Fire Insurance Company and its affiliates are not financially responsible for insurance products underwritten and issued by Southern County Mutual Insurance Company. The Home Program is underwritten by Trumbull Insurance Company.

PLA-9802-0

COVERAGES BY VEHICLE:

1997 Jeep Wrangler / TJ SE

VIN: 1J4FY29PXVP469653
 Territory: 290
 Use: Pleasure
 Class: 800000

Garaging Address: Same as mailing address

	LIMITS:	DEDUCTIBLE:	PREMIUM:
Bodily Injury Liability:	\$50,000 each person \$100,000 each accident		\$72.00
Property Damage Liability:	\$50,000 each accident		\$44.00
Medical Payments:	\$5,000 each person		\$11.00
Uninsured Motorists Bodily Injury:	\$50,000 each person \$100,000 each accident		\$68.00
Underinsured Motorists Bodily Injury:	\$50,000 each person \$100,000 each accident		\$27.00
Total Premium:			\$222.00

2005 Dodge Ram 2500 ST SLT

VIN: 3D7KS28C85G827766
 Territory: 290
 Use: Pleasure
 Class: 810000

Garaging Address: Same as mailing address

	LIMITS:	DEDUCTIBLE:	PREMIUM:
Bodily Injury Liability:	\$50,000 each person \$100,000 each accident		\$146.50
Property Damage Liability:	\$50,000 each accident		\$87.00
Medical Payments:	\$5,000 each person		\$26.00
Uninsured Motorists Bodily Injury:	\$50,000 each person \$100,000 each accident		\$83.00
Underinsured Motorists Bodily Injury:	\$50,000 each person \$100,000 each accident		\$33.00
Comprehensive (Other Than Collision):	ACV*	\$1,000	\$56.00
Collision:	ACV*	\$1,000	\$86.00
Towing and Labor:	\$75 each disablement		\$8.00
Total Premium:			\$525.50

*ACV = Actual Cash Value ROR = Repair or Replace

2013 Kia Forte EX

VIN: KNAFU5A2XD5742648

Territory: 290

Use: 2 Days/10 Miles

Class: 800000

Garaging Address: Same as mailing address

	LIMITS:	DEDUCTIBLE:	PREMIUM:
Bodily Injury Liability:	\$50,000 each person \$100,000 each accident		\$116.00
Property Damage Liability:	\$50,000 each accident		\$81.00
Medical Payments:	\$5,000 each person		\$42.00
Uninsured Motorists Bodily Injury:	\$50,000 each person \$100,000 each accident		\$67.00
Underinsured Motorists Bodily Injury:	\$50,000 each person \$100,000 each accident		\$27.00
Comprehensive (Other Than Collision):	ACV*	\$1,000	\$54.00
Collision:	ACV*	\$1,000	\$143.00
Towing and Labor:	\$75 each disablement		\$8.00
Total Premium:			\$538.00

2013 Honda Civic EXL

VIN: 19XFB2F92DE022892

Territory: 290

Use: 4 Days/10 Miles

Class: 820000

Garaging Address: Same as mailing address

Lender: Arizona FCU

PO Box 60070

Phoenix, AZ 85082-0070

	LIMITS:	DEDUCTIBLE:	PREMIUM:
Bodily Injury Liability:	\$50,000 each person \$100,000 each accident		\$168.50
Property Damage Liability:	\$50,000 each accident		\$70.00
Medical Payments:	\$5,000 each person		\$51.00
Uninsured Motorists Bodily Injury:	\$50,000 each person \$100,000 each accident		\$129.00
Underinsured Motorists Bodily Injury:	\$50,000 each person \$100,000 each accident		\$51.00
Comprehensive (Other Than Collision):	ACV*	\$1,000	\$56.00
Collision:	ACV*	\$1,000	\$124.00
Towing and Labor:	\$75 each disablement		\$8.00
Total Premium:			\$657.50

*ACV = Actual Cash Value ROR = Repair or Replace

DRIVERS ON YOUR POLICY:

Driver: Charles J Miller
DOB: 10/23/1956
Gender: Male

Marital Status: Married
Occupation: Retired

Driver: Kelly Simpson
DOB: 11/02/1958
Gender: Female

Marital Status: Married
Occupation: Employed

INCIDENTS:

Driver: Miller, Charles J
Incident: 08/11/17 Comprehensive

Driver: Miller, Charles J
Incident: 04/26/18 Comprehensive

Driver: Miller, Charles J
Incident: 04/28/18 Comprehensive

Driver: Miller, Charles J
Incident: 10/09/18 Comprehensive

Driver: Miller, Charles J
Incident: 04/18/19 Comprehensive

Driver: Miller, Charles J
Incident: 04/18/19 Comprehensive

Driver: Miller, Charles J
Incident: 08/21/19 Comprehensive

Driver: Miller, Charles J
Incident: 07/14/19 Comprehensive

CREDITS AND DISCOUNTS:

- We were able to apply an additional credit to your policy premium because you also insure your home with us.
- Your premium includes a reduction for initiating your quote on line.
- Because a vehicle is protected by an anti-theft device, we were able to give you an additional credit.
- Because a vehicle is equipped with an air bag safety feature your policy premium has been reduced.
- Because primary driver(s) are participating in TrueLane, we were able to give you an additional credit.
- Reflected in your policy premium is a savings you've earned for continuing to be an active AARP member.

FORMS AND ENDORSEMENTS:

These are part of your policy, to better meet your needs and the requirements in your state.

- **A-5261-0** Supplemental Death Benefit Endorsement
- **A-5579-2** Limited Mexico Coverage
- **A-5761-1** Lifetime Continuation Agreement - Auto
- **A-5927-3** Underinsured Motorists Coverage - Arizona
- **A-5959-12** Amendment of Policy Provisions - Arizona
- **A-6046-0** Recovercare Essential Services Coverage
- **A-6069-0** Personal Auto Insurance Program Special Extensions of Coverage
- **A-6070-1** Uninsured Motorists Coverage - Arizona
- **A-6075-0** Enhanced Cov Perm Install Audio Visual Data Rec Trans Equip Endt
- **A-6355-0** Comprehensive Driving Evaluation Endt. Supplementary Payments

ADDITIONAL INFORMATION:

- Previously insured
- Previous Bodily Injury Liability Limit: \$50,000
- Our records indicate that all vehicles listed are registered or leased solely to yourself and/or your spouse or domestic partner.
- Pursuant to A.R.S. 20-2104 (C) personal information may be collected from persons other than the applicant. The information as well as other personal or privileged information subsequently collected by the insurance institution or agent may in certain circumstances be disclosed to third parties without authorization. A right of access and correction exists with respect to all personal information collected. The notice prescribed in subsection B of this section will be furnished to the applicant or policy holder upon request.
- This is to confirm that as part of the company's underwriting procedures, a credit or other consumer report may be ordered from a consumer reporting agency. To obtain the name and address of the consumer reporting agency or if you have any questions, please contact 1-800-824-8822.
- **An insurer may not provide coverage in the event of concealment or fraud associated with a claim or may cancel a policy within the first 59 days or after 60 days if the conditions pursuant to A.R.S. § 20-1652(A) (which includes acts or omissions by the insured or insured's representative constituting fraud or material misrepresentation in obtaining the policy, continuing the policy or presenting a claim under the policy) are met but a policy cannot be voided or rescinded unless all three of the conditions in A.R.S. § 20-1109 (the misrepresentation, omission, concealment of facts or incorrect statement must be (1) fraudulent, (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer, and (3) the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise) associated with the application or negotiations associated with obtaining insurance are met.**

PLEASE NOTE:

The following are enclosed for your review:

- **DRA-928-1** Opt-Out Notice
- **PLA-21-8** Notice Regarding Use of Consumer Reports
- **PLA-410-0** Advisory Notice To Policyholders Regarding Ride-Sharing
- **PLA-418-2** Customer Privacy Notice
- **PLA-465-0** Notice of Our Insurance Information Practices

Call us toll-free at 1-800-423-6789 if you have any questions or changes to your policy.

If you're ever in an accident, report it right away! Call The Hartford's 24-hour Claims Hotline at 1-877-805-9918.

AMENDMENT OF POLICY PROVISIONS - ARIZONA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



The following notice is added:

Paragraph **A.2.** Cancellation and the Offer To Renew Provision contained in the Termination Provisions of Part **F** - General Provisions of this Policy include a grace period of at least seven days for the payment of any premium due, during which grace period this Policy shall continue in full force subject to the Termination Provisions of Part **F** - General Provisions of this Policy.

I. Definitions

Definition **K.** is replaced by the following:

K. "Newly acquired auto":

1. "**Newly acquired auto**" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
2. Coverage for a **newly acquired auto** is provided as described below. If you ask us to insure a **newly acquired auto** after a specified time period described below has elapsed, any coverage we provide for a **newly acquired auto** will begin at the time you request the coverage.
 - a. For any coverage provided in this Policy except Coverage For Damage To Your Auto, a **newly acquired auto** will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a **newly acquired auto** which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a **newly acquired auto** replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
 - b. Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.

However, after such 14-day period this coverage will apply without a coverage request if the **newly acquired auto** replaces a vehicle shown in the Declarations. In this case, such vehicle will have the same Collision Coverage as the vehicle it replaced until you ask us to insure it.
 - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the four-day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, a Collision deductible of \$500 will apply.
 - c. Other Than Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.

However, after such 14-day period this coverage will apply without a coverage request if the **newly acquired auto** replaces a vehicle shown in the Declarations. In this case, such vehicle will have the same Other Than Collision Coverage as the vehicle it replaced until you ask us to insure it.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the four-day requirement and a

loss occurred before you asked us to insure the **newly acquired auto**, an Other Than Collision deductible of \$500 will apply.

The following are added to the **Definitions** Section:

- L. Throughout the Policy, **minimum limits** refers to the following limits of liability as required by Arizona law, to be provided under a policy of automobile liability insurance:
 - 1. \$15,000 for each person, subject to \$30,000 for each accident, with respect to **bodily injury**; and
 - 2. \$10,000 for each accident with respect to **property damage**.
- M. "**Transportation network platform**" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

II. Part A - Liability Coverage

EXCLUSIONS

A. Exclusion **A.5.** is replaced by the following:

We do not provide Liability Coverage for any **insured**:

- 5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This Exclusion (**A.5.**) does not apply to:
 - a. A share-the-expense car pool;
 - b. The ownership or operation of a vehicle while it is being used in the course of volunteer work for a tax-exempt organization as described in ARIZ. REV. STAT. ANN. Section 43-1201(4); or
 - c. If a specific premium charge is shown in the Declaration page for Transportation Network Driver coverage with respect to the vehicle described in the Declarations.

III. Part B - Medical Payments Coverage

EXCLUSIONS

Exclusion **2.** is replaced by the following:

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

- 2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This exclusion (**2.**) does not apply:
 - a. To a share-the-expense car pool;
 - b. When **your covered auto** is being used in the course of volunteer work for a tax-exempt organization as described in ARIZ. REV. STAT. ANN. Section 43-1201(4); or
 - c. If a specific premium charge is shown in the Declaration page for Transportation Network Driver coverage with respect to the vehicle described in the Declarations.

IV. Part D - Coverage For Damage To Your Auto

EXCLUSIONS

Exclusion **1.** is replaced by the following:

We will not pay for:

- 1. Loss to **your covered auto** or any **non-owned** auto which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** or any **nonowned auto** is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This Exclusion (**1.**) does not apply:
 - a. To a share-the-expense car pool;
 - b. While **your covered auto** or any **non-owned** auto is being used in the course of volunteer work for a tax-exempt organization as described in ARIZ. REV. STAT. ANN. Section 43-1201(4); or
 - c. If a specific premium charge is shown in the Declaration page for Transportation Network Driver coverage with respect to the vehicle described in the Declarations.

V. Part F - General Provisions

TERMINATION

A. Cancellation is replaced by the following:

A. Cancellation

This Policy may be canceled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this Policy to us; or
 - b. Giving us advanced notice of the date cancellation is to take effect.
2. We may cancel by mailing notice of cancellation to the named insured at the address shown in the Policy. Notice shall be mailed:
 - a. At least eight days after the premium due date if cancellation is for nonpayment of premium. Cancellation is to take effect as of the date of the mailing of the notice.
 - b. At least 10 days prior to the date cancellation is to take effect in all other cases. In these cases, notice will be mailed by certified mail or United States Post Office certificate of mailing or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service.
3. After this Policy is in effect for 60 days or if this is a renewal or continuation policy, we will cancel only if:
 - a. The named insured shown in the Declarations fails to pay the premium for this Policy or any installment thereof;
 - b. The insurance was obtained through fraudulent misrepresentation;
 - c. You, any other driver who lives with you and who customarily operates **your covered auto**, or any other driver who regularly and frequently operates **your covered auto**:
 - (1) Has had their driver's license suspended or revoked during the policy period;
 - (2) Becomes permanently disabled either physically or mentally and that individual does not produce a certificate from a physician or a registered nurse practitioner testifying to that individual's ability to operate a motor vehicle;
 - (3) Is or has been convicted during the 36 months immediately preceding the effective date of the Policy or during the policy period for:
 - (a) Criminal negligence resulting in death, homicide or assault, and arising out of the operation of a motor vehicle;
 - (b) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - (c) Leaving the scene of an accident;
 - (d) Making false statements in an application for a driver's license; or
 - (e) Reckless driving;

unless you agree in writing to exclude as insured such person by name when operating a motor vehicle and also agree to exclude coverage to the named insured for any negligence which may be imputed by law to the named insured arising out of the maintenance, operation or use of a motor vehicle by such excluded person; or

 - (4) Uses "your covered auto" while logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the vehicle, unless you either:
 - (a) Have procured an endorsement to this Policy that expressly provides such coverage; or
 - (b) Are covered by a motor vehicle liability insurance policy issued by another insurer expressly providing such coverage.
- d. We are placed in rehabilitation or receivership by the Insurance Supervisory Official in our state of domicile or by a court of competent jurisdiction or the Director of Insurance has suspended our Certificate of Authority based on our financially hazardous condition.
- e. **Your covered auto** is used regularly and frequently for commercial purposes by:
 - (1) You;
 - (2) Any other driver who lives with you and who customarily operates **your covered auto**; or
 - (3) Any other driver who regularly and frequently operates **your covered auto**.
- f. The Director of Insurance determines that the continuation of this Policy would place us in violation of the laws of Arizona or would jeopardize our solvency.

B. Nonrenewal is replaced by the following:

B. Nonrenewal

If we decide not to renew or continue this Policy we will mail notice to the named insured shown in the declarations at the address shown in this Policy. Notice will be mailed at least 45 days before the end of the policy period except for nonpayment of premium as provided in the Offer To Renew Provision.

Notice will be mailed by certified mail United States Post Office certificate of mailing or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service except if the reason we decide not to renew or continue this Policy is that the named insured shown in the Declarations fails to pay the premium for this Policy or any installment thereof.

C. Offer to Renew is deleted and replaced by the following:

Offer to Renew

If we offer to renew or continue this Policy and you or your representative does not pay the required renewal or continuation premium within seven days after the due date, thereby not accepting our offer, we may terminate this Policy on or after the eighth day following the due date, by mailing notice of termination to the named insured at the address shown in the policy. Termination is to take effect on the date of the mailing of the notice.

D. AUTOMATIC TERMINATION is deleted and replaced by the following:

If you notify us in writing that you do not wish to renew or continue, any insurance provided by this Policy will automatically terminate at the end of the current policy period. We will mail you a notice of termination.

E. Other Termination Provisions is replaced by the following:

E. Other Termination Provisions

1. If this Policy is cancelled, you may be entitled to a refund. We will refund you any unearned premium on a pro rata basis.
2. The effective date of cancellation stated in the notice shall become the end of the policy period.

Nothing in this endorsement shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the Policy, other than as herein stated.

LIFETIME CONTINUATION AGREEMENT - AUTO



After this policy is in effect sixty (60) days or if this is a renewal or continuation policy, if you are age 50 or over, we will continue the policy for as many additional policy periods as you wish, provided:

1. You pay the premium within 7 days after the premium due date.
2. Your license or the license of any customary operator of **your covered auto** has not been suspended or revoked during the policy period.
3. The **named insured** furnishes, within forty-five (45) days of our request, acceptable certification by a licensed physician or a registered nurse practitioner that the **named insured** or any other driver who customarily operates **your covered auto** and who has become permanently disabled, either physically or mentally, is physically and mentally capable of operating an automobile.
4. You or any customary operator of the covered auto are not convicted of driving while under the influence of alcohol.
5. The policy was not obtained through material misrepresentation.

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

Supplemental Death Benefit Endorsement



We will pay a supplemental death benefit of \$10,000 for each **insured** whose death:

- 1) Is caused by an auto accident; and
- 2) Is sustained while the **insured** and all other occupants of the auto are wearing a **seat belt** or are protected by an **airbag**.

We will pay the benefit only if an auto accident is the direct cause of bodily injury resulting in death. Such death must occur within one year of the date of the auto accident.

Any amounts payable under this endorsement shall not be reduced by any other amounts paid or payable under this policy.

PROOF OF CLAIM

We will pay benefits under this endorsement if the **beneficiary** furnishes us with proof of the **insured's** death and:

- 1) A police report; or
- 2) Other suitable proof

that, when the auto accident occurred, the **insured** and all other occupants of the auto:

- 1) Were wearing a **seat belt**; or
- 2) Were protected by an **airbag**.

DEFINITIONS

Insured as used in this endorsement means:

You or any **family member**, as defined in the auto policy to which this endorsement is attached, while **occupying** a motor vehicle designed for use mainly on public roads or a trailer of any type.

Seat Belt means:

- 1) Manual or automatic safety belts; or
- 2) Seat and shoulder restraints; or
- 3) A child restraint device.

Airbag means a functioning **airbag** designed to protect the occupant of a seat in an auto.

Beneficiary means (in order of priority of payment):

- 1) The surviving spouse if a resident in the same household as the deceased at the time of the accident; or
- 2) If the deceased was an unmarried minor, either of the surviving parent(s) who had legal custody at the time of the accident; or
- 3) The estate of the deceased.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Limited Mexico Coverage



WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO, NOT THE LAWS OF THE UNITED STATES. UNDER MEXICAN LAW, AUTO ACCIDENTS ARE CONSIDERED A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

THE COVERAGE WE PROVIDE YOU BY THIS ENDORSEMENT DOES NOT MEET MEXICAN AUTO INSURANCE REQUIREMENTS.

YOU ARE REQUIRED TO PURCHASE LIABILITY INSURANCE THROUGH A LICENSED MEXICAN INSURANCE COMPANY FOR THIS ENDORSEMENT TO APPLY.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

I. DEFINITIONS

The **Definitions** Section is amended as follows:

A. **"Your covered auto"** means:

1. Any vehicle shown in the Declarations.
2. A **newly acquired auto**.
3. Any **trailer** you own.

B. Paragraph 1. of the definition of **newly acquired auto** is replaced with the following:

1. **"Newly acquired auto"** means any of the following types of vehicles you become the owner of during the policy period, and the vehicle is principally garaged and used in the United States:
 - a. A private passenger auto; or
 - b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

II. COVERAGE

If afforded under this policy all Liability, Medical Payments, Uninsured Motorists, Damage to Your Auto and No-Fault coverage is extended to apply to accidents and losses which occur in Mexico within 25 miles of the United States border. This extension of coverage only applies while an **insured** seeking coverage under this endorsement is in Mexico on a trip of 10 days or less.

Our duty to defend under Liability Coverage will only apply if:

1. The original suit for damages is brought in the United States; and
2. The suit does not involve a Mexican citizen or resident.

III. ADDITIONAL EXCLUSION

- A. With respect to any coverage afforded under this endorsement, we do not provide coverage to any **insured**:
1. If liability insurance from a licensed Mexican Insurance Company is not in force at the time of the accident or loss;
 2. While **occupying** an auto other than **your covered auto**; and
 3. Who is a citizen or resident of Mexico. This Exclusion (**A.3.**) does not apply to loss payable under **Damage to Your Auto** Coverage if the accident arises out of the operation of **your covered auto** by a Mexican citizen or resident.

- B. We will not pay under Damage to Your Auto Coverage for auto repairs made in Mexico unless **your covered auto** cannot be driven in its damaged condition. If it cannot be driven, we will not pay more than the actual cash value of "**your covered auto**" as that value would be determined in the United States, and not in Mexico.

IV. OTHER INSURANCE.

The insurance we provide by this endorsement will be excess over any other collectible insurance.

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



Underinsured Motorists Coverage – Arizona

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

INSURING AGREEMENT

We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**:

1. Sustained by an **insured**; and
2. Caused by an accident.

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

Insured as used in this endorsement means:

1. You or any **family member**.
2. Any other person **occupying your covered auto**.
3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in **1.** or **2.** above.

Underinsured motor vehicle means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for **bodily injury** under that bond or policy to an **insured** is not enough to pay the full amount the **insured** is legally entitled to recover as damages.

However, **underinsured motor vehicle** does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona.
2. Operated on rails or crawler treads.
3. Designed mainly for use off public roads while not upon public roads.
4. While located for use as a residence or premises.
5. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

EXCLUSIONS

A. We do not provide Underinsured Motorists Coverage for **bodily injury** sustained by any **insured**:

1. While **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This Exclusion **(A.1.)** does not apply:
 - a. To share-the-expense car pool;
 - b. When **your covered auto** is being used in the course of volunteer work for a tax-exempt organization as described in ARIZ. REV. STAT. ANN. Section 43-1201(4); or
 - c. If a specific premium charge is shown in the Declaration page for Transportation Network Driver coverage with respect to the vehicle described in the Declarations.
2. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion **(A.2.)** does not apply to a **family member** using **your covered auto** which is owned by you.

B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

C. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one accident.

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident. This is the most we will pay regardless of the number of:

1. **Insureds;**
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.

C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

D. We will reduce the **insured's** total damages by any amount available to that **insured**, under any bodily injury liability bonds or policies applicable to the **underinsured motor vehicle**, that such **insured** did not recover as a result of a settlement between that **insured** and the insurer of an **underinsured motor vehicle**. However, any reduction of the **insured's** total damages will not reduce the limit of liability for this coverage.

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided by this endorsement, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle:

1. You do not own, including any vehicle while used as a temporary substitute for **your covered auto**; or
 2. Owned by you or any **family member** which is not insured for this coverage under this policy;
- shall be excess over any other collectible insurance similar to the insurance provided by this endorsement.

ARBITRATION

If we and an **insured** do not agree:

1. Whether that **insured** is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that **insured**;

from the owner or operator of an **underinsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether the **insured** is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

ADDITIONAL DUTY

Any person seeking coverage under this endorsement must also promptly send us copies of the legal papers if a suit is brought.

Part F - General Provisions

Part F is amended as follows with respect to Underinsured Motorists Coverage:

A. The **Our Right To Recover Payment** Provision does not apply.

B. The **Two Or More Auto Policies** Provision is replaced by the following:

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, only one of the policies will apply to the accident. You will select the one policy that will apply.

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



RecoverCare Essential Services Coverage

I. Part B - Medical Payments Coverage

SUPPLEMENTARY PAYMENTS is added to Part B:

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability shown in the Declarations for Medical Payments, we will reimburse you up to a maximum of \$2,500 per accident for reasonable expenses, not to exceed \$500 per month, incurred beginning 8 days after the date of the accident, by an **insured**, in obtaining **essential services** due to the insured's inability to perform **essential services** as a result of a covered accident. This is the most we will pay per accident regardless of the number of:

1. Insureds;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

As used in this endorsement, "**essential services**" means those services ordinarily performed by the **insured** that the **insured** would have performed during the period of his/her disability that was caused by the accident for care and maintenance of her/his family or household without payment or income, such as, but not limited to, lawn mowing, snow removal, transportation services, housekeeping and food preparation. **Essential services** do not include expenses:

- a. For services obtained from members of the **insured's** household or a **family member**; and
- b. Incurred after the earliest of the following:
 - i) The date that the **insured** is able to resume essential services;
 - ii) 26 weeks since the date of the accident; or
 - iii) The **insured** dies.

No one will be entitled to receive duplicate payments for the same elements of loss under this Essential services Coverage and:

1. Part **A** or Part **C** of this policy; or
2. Any Underinsured Motorist Coverage provided by this policy.

Hartford Personal Auto Insurance Program Special Extensions of Coverage



THE
HARTFORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The provisions of this endorsement apply only to **your covered auto** listed in the Declarations. The provisions of this endorsement do not apply to a **non-owned auto**. All of the provisions of the policy apply, unless modified by this endorsement.

DEFINITIONS

The following **DEFINITIONS** are added to this policy:

1. **New** means an auto with less than 150 miles on the odometer on the date of purchase.
2. **Replacement Cost** means the cost at the time of loss, of a **new** auto of the same make, model and equipment as the one damaged, destroyed or stolen without depreciation.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

REPLACEMENT COST COVERAGE FOR NEW CARS

This coverage applies only if the Declarations indicate Other Than Collision Coverage or Other Than Collision Coverage and Collision Coverage is provided for **your covered auto**.

The provisions and exclusions that apply to Part D also apply to this endorsement except as modified herein.

LIMIT OF LIABILITY

If, within fifteen (15) months of date of purchase of a **new covered auto**, or 15,000 miles, whichever occurs first, the auto suffers a total loss under either Other Than Collision Coverage or Collision Coverage, the Limit of Liability section of Coverage D is deleted and replaced by the following:

LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of the:

1. **Replacement cost** of **your** stolen or damaged **covered auto**; or
2. Amount necessary to replace the **covered auto**.

We reserve the right to replace the **covered auto** or to pay the loss in money.

APPRAISAL

The term "actual cash value" in Part D APPRAISAL is replaced by "**replacement cost.**"

EXCLUSIONS

There is no coverage under this endorsement for:

1. Any **non-owned auto** or temporary substitute auto.
2. Any **covered auto** that was not **new** when purchased.
3. The **covered auto** if more than fifteen (15) months has elapsed since the date of purchase on the bill of sale for the **covered auto** or if the **covered auto** has been driven more than 15,000 miles if it has been less than fifteen (15) months since the date of purchase.
4. A covered auto which is a motorcycle or other similar type vehicle (including but not limited to mopeds, motor bikes and motor scooters).

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

UNINSURED MOTORISTS COVERAGE - ARIZONA



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following notice is added:

Any reference to Part C - Uninsured Motorists Coverage in any attached endorsement is replaced with Uninsured Motorists Coverage - Arizona.

I. Part C - Uninsured Motorists Coverage

Part C is replaced by the following:

INSURING AGREEMENT

A. We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured vehicle** because of **bodily injury**:

1. Sustained by an **insured** ; and
2. Caused by an accident.

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

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. **Insured** as used in this Part means:

1. You or any **family member**.
2. Any other person **occupying your covered auto**.
3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1. or 2. above.

C. **Uninsured motor vehicle** means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in **bodily injury** without hitting:
 - a. You or any **family member**;
 - b. A vehicle which you or any **family member** are **occupying**; or
 - c. **Your covered auto**.

If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved. The person making the claim shall provide corroboration that the unidentified motor vehicle caused the accident. Corroboration means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to such person's representation of the accident.

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, **uninsured motor vehicle** does not include any vehicle or equipment :

1. Owned by or furnished or available for the regular use of you or any **family member** unless there is no Liability Coverage available under Part A of this policy to respond for damages sustained by an **insured**.
2. Operated on rails or crawler treads.
3. Designed mainly for use off public roads while not on public roads.
4. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any **insured**:

1. If that **insured** or the legal representative settles the **bodily injury** claim and such settlement prejudices our right to recover payment.

2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This Exclusion (A.5.) does not apply:
 - a. To share-the-expense car pool; or
 - b. When **your covered auto** is being used in the course of volunteer work for a tax-exempt organization as described in ARIZ. REV. STAT. ANN. Section 43-1201(4); or
 - c. If a specific premium charge is shown in the Declaration page for Transportation Network Driver coverage with respect to the vehicle described in the Declarations.
3. Using a vehicle without a reasonable belief that the **insured** is entitled to do so. This Exclusion (A.3) does not apply to a **family member** using **your covered auto** which is owned by you.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Worker's compensation law; or
 2. Disability benefits law.
- C. We do not provide Uninsured Motorist Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident.

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

1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part A or Part B of this policy; or
 2. Any Underinsured Motorist Coverage provided by this policy.
 - C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
 - D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

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

1. Any insurance we provide with respect to a vehicle:
 - a. You do not own, including any vehicle while used as a temporary substitute for **your covered auto**; or
 - b. Owned by you or any **family member** which is not insured for this coverage under this policy; shall be excess over any collectible insurance providing such coverage on a primary basis.
2. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

ARBITRATION

- A. If we and an **insured** do not agree:
 1. Whether that **insured** is legally entitled to recover damage; or
 2. As to the amount of damages which are recoverable by that **insured**; from the owner or operator of an **uninsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree with 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:**

1. Whether the **insured** is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

II. Part F - General Provisions

Part F is amended as follows with respect to Uninsured Motorists Coverage:

A. The **Our Right to Recover Payment Provision is replaced by the following:**

If we make a payment and the person to or for whom payment was made has a right to recover damages from the owner or operator of an **uninsured motor vehicle** we shall be subrogated to that right. That person shall do:

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

B. The **Two Or More Auto Policies Provision is replaced by the following:**

TWO OR MORE AUTO POLICIES

If this policy and any other insurance policy issued to you by us apply to the same accident, only one of the policies will apply to the accident. You will select the one policy that will apply.

Opt-Out Notice For Applicants and Policyholders in the AARP Automobile and Homeowners Insurance Program from The Hartford



In addition to the ways we share personal financial information described in our Privacy Policy, we may also share basic participation information such as your name, address, status as an applicant or policyholder, and type of policy, with AARP and AARP's wholly owned subsidiary, AARP Services, Inc. (collectively "AARP"). In addition to using this information to measure member participation and satisfaction with the Program, AARP may use this information for other unrelated purposes, such as analyzing member needs and interests. AARP may also share this information with other AARP service providers in order, for example, to inform you of other member benefits and services that may be of interest to you. AARP service providers may include other financial institutions and retailers, such as life insurers, securities companies, and providers of consumer goods. Before sharing personal information with unaffiliated third parties, except as described in our Privacy Policy, we give affected customers an opportunity to direct that such information not be disclosed. If you would prefer not to have your information shared with AARP for purposes unrelated to the AARP Automobile and Homeowners Insurance Program from the Hartford, you may request this by checking the box below and returning this form to The Hartford.

I do not want my personal information shared by The Hartford with AARP or AARP Services, Inc. for purposes that are unrelated to the AARP Insurance Program with The Hartford (other than as permitted or required by law).

Named Insured(s) or Applicant(s) _____

Street Address _____
City, State, Zip Code _____
Home Telephone Number _____

Type of Policy (Automobile, Homeowners, or other)

Policy Number, if issued

Signature

Date Signed

Send to: The Hartford
P.O. Box 14219
Lexington, KY 40512

If there is more than one named insured or applicant, this election can be made by any named insured or applicant and it will apply to all. This election will apply to all policies in the Program and will continue until revoked by you; however, if your relationship with The Hartford is discontinued you will need to resubmit this election if you reapply for coverage. Your request may take up to 6-8 weeks to become effective.

NOTE: As an AARP member, you may still receive mailings from AARP and other providers of AARP member benefits and services even if you do not return this opt-out notice. If you do not wish to receive promotional mailings from other AARP service providers you must instead contact AARP directly by calling 1-888-687-2277.

Advisory Notice To Policyholders Regarding Ride-Sharing

No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you have been provided. If there is any conflict between the Policy and this summary, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL.**

This Notice provides information concerning ride-sharing arrangements through Transportation Network Companies (TNCs) and the resulting insurance implications for TNC drivers.

TNCs typically offer a ride-sharing service which uses smart-phone applications and other Internet-based platforms to connect passengers with drivers for the purpose of providing prearranged transportation services for compensation.

Your policy's Liability Coverage section contains an exclusion for an insured's liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion has been revised, in part, to include any period of time a vehicle is being used by any insured while logged into an application as a driver for the purpose of providing prearranged transportation services for compensation. Similar exclusions may also apply to Medical Payments Coverage, Personal Injury Protection, Uninsured/Underinsured Motorists Coverage, Uninsured Motorists Property Damage, Coverage For Damage To Your Auto if those coverages are present on your Personal Auto Policy.

If you have purchased a Personal Umbrella Policy a similar exclusion may also apply to your Personal Umbrella coverage.

You should review your Personal Auto and Personal Umbrella policies carefully. If you have any questions regarding this notice please contact us at the phone number listed on your Declarations page.

Customer Privacy Notice The Hartford Financial Services Group, Inc. and Affiliates*

(herein called "we, our, and us")

This Privacy Policy applies to our United States Operations

We value your trust. We are committed to the responsible:

- a) management;
- b) use; and
- c) protection;

of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
- b) market our services;

to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;
- c) insurance companies;
- d) administrators; and
- e) service providers;

who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We, and third parties we partner with, may track some of the pages **You** visit through the use of:

- a) cookies;
- b) pixel tagging; or
- c) other technologies;

and currently do not process or comply with any web browser's "do not track" signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services.

For more information, our Online Privacy Policy, which governs information we collect on our website and our affiliate websites, is available at

<https://www.thehartford.com/online-privacy-policy>.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out"; or
- b) "opt-in";

as required by law.

We only disclose **Personal Health Information** with:

- a) your authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

Personal Information that we have. We use these procedures to guard against unauthorized access. Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data; and
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our privacy policies and procedures may be subject to discipline, which may include termination of their employment with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

Application means your request for our product or service.

Personal Financial Information means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

Personal Financial Information may include Social Security Numbers, Driver's license numbers, or other government-issued identification numbers, or credit, debit card, or bank account numbers.

Personal Health Information means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

Personal Information means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information;** and
- b) **Personal Health Information.**

Transaction means your business dealings with us, such as:

- a) your **Application;**
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

You means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
- b) applying for; or
- c) obtaining;

a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

If you have any questions or comments about this privacy notice please feel free to contact us at The Hartford-Law Department, Privacy Law, One Hartford Plaza, Hartford, CT 06155, or at CorporatePrivacyOffice@thehartford.com

This Customer Privacy Notice is being provided on behalf of The Hartford Financial Services Group, Inc. and its affiliates (including the following as of March 2018) to the extent required by the Gramm-Leach-Bliley Act and implementing regulations.

*1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; American Maturity Life Insurance Company; Business Management Group, Inc.; Cervus Claim Solutions, LLC; First State Insurance Company; Fountain Investors I LLC; Fountain Investors II LLC; Fountain Investors III LLC; Fountain Investors IV LLC; FP R, LLC (Delaware); FTC Resolution Company LLC; Hart Re Group L.L.C.; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford Financial Services, LLC; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Distributors, LLC; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford Group Benefits Holding Company; Hartford Holdings, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Insurance Ltd; Hartford Integrated Technologies, Inc.; Hartford International Life Reassurance Corporation; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Life Inc; Hartford Life International Holding Company; Hartford Life Ltd; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford Management Ltd; Hartford of Texas General Agency, Inc.; Hartford Residual Market, L.C.C.; Hartford Securities Distribution Company, Inc.; Hartford Specialty Insurance Services of Texas, LLC; Hartford Strategic Investments, LLC; Hartford Underwriters General Agency, Inc.; Hartford Underwriters Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; Heritage Holdings, Inc.; Heritage Reinsurance Company, Ltd; HIMCO Distribution Services Company; HLA LLC; HL Investment Advisors, LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lanidex R, LLC; Lattice Strategies LLC; Maxum Casualty Insurance Company; Maxum Indemnity Company; Maxum Specialty Services Corporation; MPC Resolution Company LLC; New England Insurance Company; New England Reinsurance Corporation; New Ocean Insurance Co., Ltd; Northern Homelands Company; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Property and Casualty Insurance Company of Hartford; Sentinel Insurance Company, Ltd.; The Hartford International Asset Management Company Limited; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company.

NOTICE OF OUR INSURANCE INFORMATION PRACTICES

This notice applies to applicants and policyholders of personal lines of property and casualty insurance in the following states: Arizona, California, Connecticut, Georgia, Illinois, Maine, Minnesota, Montana, Nevada, New Jersey, North Carolina, Oregon, and Virginia.

The Hartford is committed to protecting the privacy and confidentiality of your personal information in accordance with law. This notice explains how we collect, use and protect your personal information and your rights regarding that information.

INFORMATION WE COLLECT

While your application for insurance is our primary source of information, we may also need to collect or verify information about you and other insured persons from other sources, such as a consumer reporting agency, motor vehicle department, property inspection company, agent, or as otherwise permitted by law. We may collect personal information about you and other insured persons that is necessary to determine your eligibility and premium for insurance, to service your policy, and otherwise as permitted by law. For example, we may obtain information from these sources: information about your accident and loss history, motor vehicle violations, the value and condition of your property, and an evaluation of your loss potential through an analysis of credit characteristics, known as an insurance score. Occasionally, we may contact you to ask about your autos or boats and to identify by name, age and gender the operators of your insured vehicles or boats, or verify other information on your application or in your policy records. We also collect information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; and your payment and claims history.

DISCLOSURE OF INFORMATION

We will not disclose your personal information to third parties without your authorization except in connection with our business or as otherwise permitted or required by law. For example, we may disclose personal information we collect to: companies performing services or functions on our behalf, including persons or organizations who help us with business functions such as an agent, adjuster, appraiser, investigator, attorney, reinsurer, insurance support organization, and companies providing marketing, data processing and other services, including for the purpose of determining your eligibility for insurance benefits or payments; to detect or prevent fraud or criminal activity in connection with insurance transactions; medical care institutions or medical professionals for the purposes of verifying coverage, to inform you of a medical problem, or to conduct an operation or services audit of the medical professional or institution; to insurance regulatory authorities or law enforcement of other governmental authorities to prevent or prosecute the perpetration of fraud; to third parties who collect data regarding claims for purposes of underwriting and claims handling, or to a third party as otherwise permitted or required by law; or reinsurers; to persons or organizations within our affiliated group of companies for the purpose of auditing, or marketing an insurance product or service; to persons or organizations such as a lienholder, mortgagee, assignee, or other person with a legal or beneficial interest in a policy of insurance; in any other manner that you may authorize us to; and as otherwise permitted or required by law.

HOW WE PROTECT YOUR INFORMATION

We employ administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personal information. We will continue to protect your information even when a business relationship no longer exists between us.

YOUR ACCESS AND CORRECTION RIGHTS

You have the right, subject to limited restrictions, to learn what personal, including medical, information we have in our files about you, to whom it has been recently disclosed, to have access to the information, and to receive a copy. We are not required to provide you access to information relating to a claim or a civil or criminal proceeding. Please contact us in writing if you would like access to your information from our files. We will need your complete name, address and all policy numbers under which you are insured. Tell us what information you would like to receive. There may be a reasonable charge for copies of records.

If you think your file contains incorrect information, notify us indicating what you believe is incorrect and your reasons. We will investigate the matter and either correct our records or agree to place a statement from you in our files explaining why you believe the information is incorrect. We will also, as required by law, notify persons or organizations to whom we previously disclosed the information of the change or your statement. If you request access to medical record information that was supplied to us by a medical care institution or medical professional, we may choose to provide it to a medical professional designated by you.

We will also give you the name and address of any consumer reporting agency who may have prepared any report in our files about you. You may obtain a copy of your report directly from them. If you believe the report is incorrect, you should contact them directly so that they can reinvestigate their information. Any corrections made by them will then be given to us.

How to make a request: If you wish to exercise your rights as provided in this notice, please provide us with your full name, complete address, all policy numbers under which you have insurance, and a reasonable description of the information you wish to access or correct.

Please send your written request to:

AARP Insurance Program
The Hartford
P.O. Box 14219
Lexington, KY 40512-4219

NOTICE REGARDING USE OF CONSUMER REPORTS

Thank you for your interest in The Hartford. We value your business and appreciate the trust you have placed in us. We would like to take this opportunity to provide you with some important information. Like most insurers, we use consumer reports obtained from consumer reporting agencies to help us determine the appropriate insurance premium for your policy. In calculating your premium, we used information from the consumer reporting agency listed below. Your premium would have been lower if we had not taken this information into account.

The consumer reporting agency listed below did not make any decisions concerning your premium and is unable to provide you with specific reasons for those decisions. You have the right to obtain a free copy of your consumer report from the consumer reporting agency, by making a request within sixty (60) days of receipt of this notice. You should consider obtaining a free copy of your consumer report, and reviewing the information to make sure that it is correct. If you believe your consumer report information is incorrect, you have the right to dispute the accuracy and/or completeness of your consumer report information directly with the consumer reporting agency.

Information was obtained from the following consumer reporting agency:

LexisNexis Consumer Center, P.O. Box 105108, Atlanta, GA 30348-5108, or call toll free at 1-800-456-6004. If you wish to access the LexisNexis Website, you can use the following address:
<http://www.consumerdisclosure.com>

The insurance company listed on your policy declarations or with your policy quotation material took this action by not issuing or offering you a policy at a lower premium. That company and Hartford Fire Insurance Company took this action in connection with determining your premium. If you would like more detailed information regarding your insurance premium, write to us at The Hartford, Consumer Affairs, 1 Griffin Rd N, Windsor, CT 06095.

The Hartford Personal Auto Insurance Policy

Arizona



PERSONAL AUTO POLICY COVER SHEET - ARIZONA

Your personal auto insurance policy is a legal contract between you and your insurance company.

READ YOUR POLICY CAREFULLY. This cover sheet provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. **IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.**

The following is an index of the major provisions of your policy. Page numbers refer to the location of these provisions in the policy. Amendatory endorsements may be attached to your policy to modify these provisions or provide you with additional coverage(s).

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This is not inclusive. There may be other endorsements attached to your policy.
READ YOUR POLICY AND ALL ENDORSEMENTS TO YOUR POLICY CAREFULLY.

PERSONAL AUTO POLICY - ARIZONA

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

- A.** Throughout this policy, **you and your** refer to:
1. The **named insured** shown in the Declarations; and
 2. The spouse if a resident of the same household.
- If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered **you and your** under this policy but only until the earlier of:
1. The end of 90 days following the spouse's change of residency;
 2. The effective date of another policy listing the spouse as a named insured; or
 3. The end of the policy period.
- B.** **We, us and our** refer to the Company providing this insurance.
- C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.
- Other words and phrases are defined. They are in bold face when used.
- D.** **"Bodily injury"** means bodily harm, sickness or disease, including death that results.
- E.** **"Business"** includes trade, profession or occupation.
- F.** **"Family member"** means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- G.** **"Occupying"** means in, upon, getting in, on, out or off.
- H.** **"Property damage"** means physical injury to, destruction of or loss of use of tangible property.
- I.** **"Trailer"** means a vehicle designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup or van.
- It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.
- J.** **"Your covered auto"** means:
1. Any vehicle shown in the Declarations.
 2. A **newly acquired auto**.
 3. Any **trailer** you own.
 4. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.This Provision (J.4.) does not apply to Coverage For Damage To Your Auto.
- K.** **Newly acquired auto:**
1. **"Newly acquired auto"** means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

2. Coverage for a **newly acquired auto** is provided as described below. If you ask us to insure a **newly acquired auto** after a specified time period described below has elapsed, any coverage we provide for a **newly acquired auto** will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a **newly acquired auto** will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a **newly acquired auto** which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a **newly acquired auto** replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
 - b. Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, a Collision deductible of \$500 will apply.
 - c. Other Than Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, an Other Than Collision deductible of \$500 will apply.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for **bodily injury or property damage** for which any insured becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the insured. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for **bodily injury or property damage** not covered under this policy.
- B. **"Insured"** as used in this Part means:
 1. You or any **family member** for the ownership, maintenance or use of any auto or trailer.
 2. Any person using **your covered auto**.
 3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 4. For any auto or trailer, other than **your covered auto**, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or trailer.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an insured:

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

EXCLUSIONS

- A. We do not provide Liability Coverage for any insured:
1. Who intentionally causes **bodily injury** or **property damage**.
This exclusion (A.1.) does not apply if a property loss is the result of an act of domestic violence by another insured under the policy. We can limit payment to the insured's insurable interest in the property minus any payment made to any mortgagee.
 2. For **property damage** to property owned or being transported by that insured.
 3. For **property damage** to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;
that insured.This Exclusion (A.3.) does not apply to **property damage** to a residence or private garage.
 4. For **bodily injury** to an employee of that insured during the course of employment. This Exclusion (A.4.) does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 5. For that insured's liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance, This Exclusion (A.5.) does not apply to a share-the-expense car pool.
 6. While employed or otherwise engaged in the business of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of your covered auto by:
 - a. You;
 - b. Any family member; or
 - c. Any partner, agent or employee of you or any family member.
 7. Maintaining or using any vehicle while that insured is employed or otherwise engaged in any business (other than farming or ranching) not described in Exclusion A.6.
This Exclusion (A.7.) does not apply to the maintenance or use of a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. Trailer used with a vehicle described in a. or b. above.
 8. Using a vehicle without a reasonable belief that that insured is entitled to do so. This Exclusion (A.8.) does not apply to a family member using your covered auto which is owned by you.
 9. For **bodily injury** or **property damage** for which that insured:
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
10. For **bodily injury** to you or any **family member** to the extent that the limits of liability for this coverage exceed the limits of liability required by the Arizona Financial Responsibility Law.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.This Exclusion (B.1.) does not apply:
 - a. While such vehicle is being used by an insured in a medical emergency;
 - b. To any trailer; or
 - c. To any non-owned golf cart.
 2. Any vehicle, other than your **covered auto**, which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 3. Any vehicle, other than your **covered auto**, which is:
 - a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.However, this Exclusion (B.3.) does not apply to you while you are maintaining or **occupying** any vehicle which is:
 - a. Owned by a **family member**; or
 - b. Furnished or available for the regular use of a **family member**.
 4. Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.
- The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all **property damage** resulting from any one auto accident. This is the most we will pay regardless of the number of:
1. Insureds;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the auto accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part B or Part C of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which your **covered auto** is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.

2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

If there is other applicable liability insurance:

1. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the business of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. delivering;
 - e. testing;
 - f. road testing;
 - g. parking; or
 - h. storing;motor vehicles. This applies only if an insured:
 - a. is operating the vehicle; and
 - b. is neither the person engaged in such business nor that person's employee or agent.
2. Any insurance we provide for a vehicle you own shall be excess to that of a person engaged in the business of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. delivering;
 - e. testing;
 - f. road testing;
 - g. parking; or
 - h. storing;motor vehicles, if the accident occurs while the vehicle is being operated by that person or that person's employee or agent.
3. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury**:
1. Caused by accident; and
 2. Sustained by an **insured**.
- We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.
- B. "**Insured**" as used in this Part means:
1. You or any **family member**:
 - a. While **occupying**; or
 - b. As a pedestrian when struck by;
a motor vehicle designed for use mainly on public roads or a trailer of any type.
 2. Any other person while **occupying your covered auto**.

EXCLUSIONS

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

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while **occupying** any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
5. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.However, this Exclusion (6.) does not apply to you.
7. Sustained while **occupying** a vehicle without a reasonable belief that that insured is entitled to do so. This Exclusion (7.) does not apply to a **family member** using **your covered auto** which is owned by you.
8. Sustained while **occupying** a vehicle when it is being used in the **business** of an insured. This Exclusion (8.) does not apply to **bodily injury** sustained while **occupying** a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or
 - c. Trailer used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Sustained while **occupying** any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 1. **Insureds**;
 2. **Claims made**;
 3. **Vehicles or premiums shown in the Declarations**; or
 4. **Vehicles involved in the accident**.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. **Part A or Part C of this policy**; or
 2. **Any Underinsured Motorists Coverage provided by this policy**.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay compensatory damages which an insured is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** :

1. Sustained by an insured; and
2. Caused by an accident.

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

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this Part means:

1. You or any **family member**.
2. Any other person **occupying your covered auto**.
3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arizona.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in **bodily injury** without hitting:
 - a. You or any **family member** ;
 - b. A vehicle which you or any **family member** are **occupying**; or
 - c. **Your covered auto**.

If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved. The person making the claim shall provide corroboration that the unidentified motor vehicle caused the accident. Corroboration means any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to such person's representation of the accident.

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any **family member** unless there is no Liability Coverage available under Part A of this policy to respond for damages sustained by an insured.
2. Operated on rails or crawler treads.
3. Designed mainly for use off public roads while not on public roads.
4. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any insured:

1. If that insured or the legal representative settles the **bodily injury** claim without our consent.
2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This Exclusion (A.2.) does not apply to a share-the-expense car pool.
3. Using a vehicle without a reasonable belief that that insured is entitled to do so. This Exclusion (A.3.) does not apply to a **family member** using your **covered auto** which is owned by you.

- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.
- C. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident.
This is the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part A or Part B of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

OTHER INSURANCE

- If there is other applicable similar insurance available under more than one policy or provision of coverage:
- 1. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.
 - 2. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

ARBITRATION

- A. If we and an insured do not agree:
 - 1. Whether that insured is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an **uninsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - 1. Whether the insured is legally entitled to recover damages; and
 - 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A.** We will pay for direct and accidental loss to your covered auto or any non-owned auto, including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one your covered auto or non-owned auto results from the same collision, only the highest applicable deductible will apply. We will pay for loss to your covered auto caused by:
1. Other than collision only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 2. Collision only if the Declarations indicate that Collision Coverage is provided for that auto. If there is a loss to a non-owned auto, we will provide the broadest coverage applicable to any your covered auto shown in the Declarations.
- B.** "Collision" means the upset of your covered auto or a non-owned auto or their impact with another vehicle or object.
Loss caused by the following is considered other than collision:
- | | |
|---------------------------------|-------------------------------------|
| 1. Missiles or falling objects; | 6. Hail, water or flood; |
| 2. Fire; | 7. Malicious mischief or vandalism; |
| 3. Theft or larceny; | 8. Riot or civil commotion; |
| 4. Explosion or earthquake; | 9. Contact with bird or animal; or |
| 5. Windstorm; | 10. Breakage of glass. |
- If breakage of glass is caused by a collision, you may elect to have it considered a loss caused by collision.
- C.** "Non-owned auto" means:
1. Any private passenger auto, pickup, van or trailer not owned by or furnished or available for the regular use of you or any family member while in the custody of or being operated by you or any family member; or
 2. Any auto or trailer you do not own while used as a temporary substitute for your covered auto which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.
- D.** "Diminution in Value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

TRANSPORTATION EXPENSES

- A.** In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:
1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to your covered auto. We will pay for such expenses if the loss is caused by:
 - a. Other than collision only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.
 2. Expenses for which you become legally responsible in the event of loss to a non-owned auto. We will pay for such expenses if the loss is caused by:
 - a. Other than collision only if the Declarations indicate that Other Than Collision Coverage is provided for any your covered auto.
 - b. Collision only if the Declarations indicate that Collision Coverage is provided for any your covered auto.However, the most we will pay for any expenses for loss of use is \$20 per day.
- B.** If the loss is caused by:
1. A total theft of your covered auto or a non-owned auto, we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when your covered auto or the non-owned auto is returned to use or we pay for its loss.

2. Other than theft of a **your covered auto** or a **non-owned auto**, we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.
- C. Our payment will be limited to that period of time reasonably required to repair or replace the **your covered auto** or the **non-owned auto**.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.This Exclusion (2.) does not apply if the damage results from the total theft of **your covered auto** or any **non-owned auto**.
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks; or
 - c. Compact disc players.This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:
 - a. The equipment is permanently installed in **your covered auto** or any **non-owned auto**; or
 - b. The equipment is:
 - (1) Removable from a housing unit which is permanently installed in the auto;
 - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (3) In or upon **your covered auto** or any **non-owned auto** at the time of loss.
5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:
 - a. Citizens band radios;
 - b. Telephones;
 - c. Two-way mobile radios;
 - d. Scanning monitor receivers;
 - e. Television monitor receivers;
 - f. Video cassette recorders;
 - g. Audio cassette recorders; or
 - h. Personal computers.This Exclusion (5.) does not apply to:
 - a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
 - b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone.
6. Loss to tapes, records, discs or other media used with equipment described in Exclusions 4. and 5.
7. A total loss to **your covered auto** or any **non-owned auto** due to destruction or confiscation by governmental or civil authorities.

This Exclusion (7.) does not apply to the interests of Loss Payees in **your covered auto**.

8. Loss to:
- a. A **trailer**, camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such **trailer**, camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a **trailer**, camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. **Trailer**, and its facilities or equipment, which you do not own; or
 - b. **Trailer**, camper body, or the facilities or equipment in or attached to the **trailer** or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 14 days after you become the owner.
9. Loss to any **non-owned auto** when used by you or any **family member** without a reasonable belief that you or that **family member** are entitled to do so.
10. Loss to equipment designed or used for the detection or location of radar or laser.
11. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
- a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.

This Exclusion (11.) does not apply to a cap, cover or bedliner in or upon any **your covered auto** which is a pickup.

12. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business of**:
- a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
- vehicles designed for use on public highways. This includes road testing and delivery.
13. Loss to **your covered auto** or any **non-owned auto**, located inside a facility designed for racing, for the purpose of:
- a. Competing in; or
 - b. Practicing or preparing for;
- any prearranged or organized racing or speed contest.
14. Loss to, or loss of use of, a **non-owned auto** rented by:
- a. You; or
 - b. Any **family member**;
- if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that **family member**, pursuant to the provisions of any applicable rental agreement or state law.
15. Loss to **your covered auto** or any **non-owned auto** due to **diminution in value**.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
1. Actual cash value of the stolen or damaged property; or
 2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any **non-owned auto** which is a trailer is \$500.
2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

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

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payees interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payees rights of recovery.

TOWING AND LABOR COSTS COVERAGE

We will pay towing and labor costs incurred each time **your covered auto** or any **non-owned auto** is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a **non-owned auto** is disabled, we will provide the broadest towing and labor costs coverage applicable to any **your covered auto** shown in the Declarations. We will only pay for labor performed at the place of disablement.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the **non-owned auto**;
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

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

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

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

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 - 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 - 5. Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
 - 1. Promptly notify the police if a hit-and-run driver is involved.
 - 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage For Damage To Your Auto must also:
 - 1. Take reasonable steps after loss to protect your covered auto or any non-owned auto and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 - 2. Promptly notify the police if your covered auto or any non-owned auto is stolen.
 - 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - 1. The number, type or use classification of insured vehicles;
 - 2. Operators using insured vehicles;
 - 3. The place of principal garaging of insured vehicles;
 - 4. Coverage, deductible or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 - 1. A subsequent edition of your policy; or
 - 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
 - 1. We agree in writing that the insured has an obligation to pay; or
 - 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an insured.

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under Part A - Liability Coverage or Part D - Coverage for Damage to Your Auto, and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.However, our rights in this Paragraph (A.) do not apply under Part D, against any person using your covered auto with a reasonable belief that that person is entitled to do so.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1. Hold in trust for us the proceeds of the recovery; and
 - 2. Reimburse us to the extent of our payment.
- C. If we make a payment under Part B - Medical Payments Coverage and the person to or for whom payment is made recovers damages from another we:
 - 1. Shall be entitled to the proceeds of the recovery; and
 - 2. May have a lien against such recovery;to the extent of our payment in excess of \$5,000. Notice of the lien shall be given in writing to:
 - 1. A court having jurisdiction;
 - 2. The insured;
 - 3. Each person, firm and corporation that the insured or the insured's legal representative alleges are liable for damages arising from the accident; and
 - 4. That person's, firm's and corporation's insurer.
- D. If we make a payment under Part C - Uninsured Motorists Coverage and the person to or for whom payment was made has a right to recover damages from the owner or operator of an uninsured motor vehicle we shall be subrogated to that right. That person shall do:
 - 1. Whatever is necessary to enable us to exercise our rights; and
 - 2. Nothing after loss to prejudice them.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
 - 1. During the policy period as shown in the Declarations; and
 - 2. Within the policy territory.
- B. The policy territory is:
 - 1. The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada.This policy also applies to loss to, or accidents involving, your covered auto while being transported between their ports.

PREMIUM

The premium stated in the Declarations is the initial premium for this policy. On each renewal, continuation or anniversary of the effective date of this policy the premium shall be computed by us in accordance with our manuals then in use.

TERMINATION**A. Cancellation**

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

- 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or

- b. Giving us advance written notice of the date cancellation is to take effect.
- 2. We may cancel by mailing notice of cancellation to the named insured at the address shown in the policy. Notice shall be mailed:
 - a. At least 7 days after the premium due date if cancellation is for nonpayment of premium. Cancellation is to take effect as of the date of the mailing of the notice.
 - b. At least 10 days prior to the date cancellation is to take effect in all other cases. In these cases, notice will be mailed by certified mail or United States post office certificate of mailing.
- 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only if:
 - a. The named insured shown in the Declarations fails to pay the premium for this policy or any installment thereof;
 - b. The insurance was obtained through fraudulent misrepresentation;
 - c. You, any other driver who lives with you and who customarily uses **your covered auto**, or any other driver who regularly and frequently uses **your covered auto**:
 - (1) Has had their driver's license suspended or revoked during the policy period;
 - (2) Becomes permanently disabled either physically or mentally and that individual does not produce a certificate from a physician testifying to that individual's ability to operate a motor vehicle;
 - (3) Is or has been convicted during the 36 months immediately preceding the effective date of the policy or during the policy period for:
 - (a) Criminal negligence resulting in death, homicide or assault, and arising out of the operation of a motor vehicle;
 - (b) Operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
 - (c) Leaving the scene of the accident;
 - (d) Making false statements in an application for a drivers license;
 - (e) Reckless driving;unless you agree in writing to exclude as insured such person by name when operating a motor vehicle and also agree to exclude coverage to the named insured for any negligence which may be imputed by law to the named insured arising out of the maintenance, operation or use of a motor vehicle by such excluded person.
 - d. We are placed in rehabilitation or receivership by the Insurance Supervisory Official in our state of domicile or by a court of competent jurisdiction or the Director of Insurance has suspended our Certificate of Authority based on our financially hazardous condition.
 - e. **Your covered auto** is used regularly and frequently for commercial purposes by:
 - (1) You;
 - (2) Any other driver who lives with you and who customarily uses **your covered auto**; or
 - (3) Any other driver who regularly and frequently uses **your covered auto**.
 - f. The Director of Insurance determines that the continuation of this policy would place us in violation of the laws of Arizona or would jeopardize our solvency.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed:

- 1. At least 10 days before the end of the policy period if the reason described in Paragraph 1. below exists;
- 2. At least 45 days before the end of the policy period if the reason described in Paragraph 2. below exists;

Notice will be mailed by certified mail or United States post office certificate of mailing except if the reason we decide not to renew or continue this policy is that the named insured shown in the Declarations fails to pay the premium for this policy or any installment thereof.

We will only nonrenew or refuse to continue this policy if:

- 1. One of the reasons as listed in Paragraph 3. Cancellation exists; or

2. Subject to the conditions below, you, any other driver who lives with you and who customarily uses your covered auto, or any other driver who regularly and frequently uses your covered auto have had at any time during the 36 months immediately before the notice of nonrenewal, three or more accidents under any policy with us in which that person was at least 50 percent responsible, and where the property damage paid by us for each accident that occurs:
- Prior to January 1, 2000 is more than \$1,800;
 - On or after January 1, 2000, but prior to January 1, 2001 is more than \$ 1,840;
 - On or after January 1, 2001, but prior to January 1, 2002 is more than \$1,900;
 - On or after January 1, 2002, but prior to January 1, 2003 is more than \$1,950; and
 - On or after January 1, 2003 is more than the applicable threshold amount for property damage published by the Arizona Department of insurance.

However, we will not refuse to renew or continue this policy for the reason described in this Paragraph 2.:

- Unless the same person has had all the accidents that make the policy subject to nonrenewal;
- Due to the accident record of the named insured, if that named insured has been insured with us for at least 10 consecutive years for standard automobile bodily injury liability coverage prior to the most recent accident that makes the policy subject to nonrenewal; or
- If the reason we would refuse to renew or continue is due to the accident record of a person other than you and you agree in writing to exclude such person, by name, as insured when operating a motor vehicle and also agree to exclude coverage to the named insured for any negligence which may be imputed by law to the named insured arising out of the maintenance, operation or use of a motor vehicle by such excluded person.

C. Offer to Renew

If we offer to renew or continue this policy and you or your representative do not pay the required renewal or continuation premium when due, thereby not accepting our offer, we may terminate this policy by mailing notice of termination to the named insured at the address shown in the policy at least 7 days after the end of the current policy period. Termination is to take effect on the earlier of the following dates:

- The date of the mailing of the notice; or
- The effective date of any other insurance you have obtained on your covered auto.

However, if you or your representative notify us in writing that you:

- Have obtained other insurance on your covered auto; or
- Do not wish to renew or continue this policy;

the above provision does not apply and any insurance provided by this policy will terminate in accordance with the Automatic Termination Provision below.

D. Automatic Termination

- If you obtain other insurance on your covered auto, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.
- If you notify us in writing that you do not wish to renew or continue, any insurance provided by this policy will automatically terminate at the end of the current policy period.

E. Other Termination Provisions

- If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will return 90% of the pro rata unearned premium.
- The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

- The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use your covered auto.

TWO OR MORE AUTO POLICIES

1. If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.
2. With respect to **Part C - Uninsured Motorists Coverage**:
If this policy and any other auto insurance policy issued to you by us apply to the same accident, only one of the policies will apply to the accident. You will select the one policy that will apply.

LIMITED MEXICO COVERAGE ENDORSEMENT

If the Limited Mexico Coverage Endorsement is attached to this policy, **Section II of the Limited Mexico Coverage Endorsement** is replaced by the following:

II. Coverage

If afforded under this policy, all Liability, Medical Payments, Uninsured Motorists, Damage To Your Auto, Underinsured Motorists and No-Fault Coverage is extended to apply to accidents and losses which occur in Mexico within 25 miles of the United States border. This extension of coverage only applies while an insured seeking coverage under this endorsement is in Mexico on a trip of 10 days or less.

Our duty to defend under Liability Coverage will apply only if:

1. The original suit for damages is brought in the United States; and
2. The suit does not involve a Mexican citizen or resident.

The Company has caused this policy to be signed by its President and Secretary, and shall be countersigned on the Declarations Page by a duly authorized agent of the company.

(ISO: PP00010698; PP01670902; PP03030486; PP03050886; PP04770401; PP13011299)

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COMPREHENSIVE DRIVING EVALUATION COVERAGE

Part B - SUPPLEMENTARY PAYMENTS

In addition to our limit of liability shown in the Declarations for **Part B**, we will reimburse **You** for a Comprehensive Driving Evaluation. That evaluation must be performed by a state licensed Occupational Therapist. It must also be under a referral from a licensed physician. This coverage only applies to **You**, after you were injured as an operator of an auto which was involved in a covered accident. The most we will pay is \$500 per evaluation. This is the most we will pay per accident, regardless of the number of:

1. Insureds;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

We will only pay those expenses incurred for services rendered within 3 years from the date of the accident.

All other conditions of this policy apply.



Enhanced Coverage for Permanently Installed Audio, Visual and Data Receiving and Transmitting Equipment Endorsement

V. Part D - Coverage For Damage To Your Auto

Part D is amended as follows:

A. Exclusions 4. through 6. are replaced by the following:

We will not pay for:

4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disk systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in **your covered auto** or any **non-owned auto**.

5. Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.

6. **Intentionally left blank.** Any reference to **Part D** Exclusion 6 in this policy should be read as referring to **Part D** Exclusion 5 above.

B. Paragraph A. of the **Limit of Liability** Provision is replaced by the following:

Our **limit of liability** for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any **non-owned auto** which is a trailer is \$500.
2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

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