

**DAMAGE TO YOUR AUTO COVERAGE SECTION**  
**Coverage E – Collision**  
**Coverage F – Comprehensive**  
**Coverage G – Custom Equipment - Increased Limit**

**INSURING AGREEMENT****Coverage E – Collision****Coverage F – Comprehensive**

A. We will pay for direct and accidental loss to “your covered auto”, any “non-owned auto” or any “covered rental vehicle”, including their equipment, minus any applicable deductible shown in the Declarations. We will pay for loss caused by:

1. “Collision” only if the Declarations indicates that Coverage E – Collision is provided for that auto. Under this coverage, we will not pay for losses that are covered under Coverage F – Comprehensive.
2. “Comprehensive” only if the Declarations indicates that Coverage F – Comprehensive is provided for that auto.

If losses to more than one “your covered auto” or “covered rental vehicle” result from the same “collision”, only one deductible amount will apply. If the deductible amount differs for each auto involved in the accident, then only the highest deductible will apply.

We will not subtract any deductible for the amount we will pay for a loss to:

1. Any “non-owned auto” caused by “collision” or “comprehensive”.
2. “Your covered auto” caused by “collision” with a vehicle not owned by you or a “resident relative” but insured by us or any of our affiliated companies under a personal auto policy.

If you insure more than one private passenger vehicle with us, we will apply the highest comprehensive or collision deductible to a “covered rental vehicle”.

If there is a loss to a “non-owned auto” or “covered rental vehicle”, we will provide the broadest coverage applicable to any “your covered auto” shown in the Declarations.

B. As used in this Coverage Section:

1. “Collision” means the upset of “your covered auto” or a “non-owned auto” or their impact with another vehicle or object.
2. “Comprehensive” means loss to “your covered auto” or a “non-owned auto” not caused by “collision”. Losses caused by the following are

not “collision” losses but are “comprehensive” losses:

- a. Missiles or falling objects;
- b. Fire;
- c. Theft or larceny;
- d. Explosion or earthquake;
- e. Windstorm;
- f. Hail, water or flood;
- g. Malicious mischief or vandalism;
- h. Riot or civil commotion;
- i. Contact with bird or animal; or
- j. Breakage of glass.

If breakage of glass is caused by a “collision”, you may elect to have it considered a loss caused by “collision”.

3. “Covered rental agreement”, means a written agreement with a term of 45 continuous days or fewer setting forth the terms and conditions governing the use of a “covered rental vehicle” provided by a “rental company.”
4. “Covered rental vehicle”, means a private passenger auto, sport utility vehicle, pickup or van rented pursuant to a “covered rental agreement” regardless of where that rental vehicle is registered, rented, or operated in the policy territory.
5. “Custom equipment” means any permanently attached or installed:
  - a. Furnishings, mechanical or electrical parts, equipment, devices, accessories, murals, graphics, non-standard paint, enhancements or changes that alter the appearance or performance of any private passenger auto, sport utility vehicle, pickup or van; or
  - b. Electronic equipment used in any private passenger auto, sport utility vehicle, pickup or van that reproduces, receives or transmits audio, visual or data signals.
 “Custom equipment” does not include:
  - a. Vehicle options offered by the original manufacturer specifically for that vehicle model and model year, whether that option is installed with original or non-original parts of like kind and quality;
  - b. Equipment installed to make a vehicle handicap accessible; or
  - c. A cap, cover or bedliner in or upon a pickup.

6. "Fungi" means any type or form of fungus, including mold or mildew, and any of the following that are produced or released by "fungi":
- Mycotoxins;
  - Spores;
  - Scents; or
  - By-products.
7. "Non-owned auto" means:
- Any private passenger auto, sport utility vehicle, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "resident relative" while in the custody of or being operated by you or any "resident relative"; or
  - Any private passenger auto, sport utility vehicle, pickup, van 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:
    - Breakdown;
    - Repair;
    - Servicing;
    - Loss; or
    - Destruction.
- "Non-owned auto" does not include a "covered rental vehicle".
8. "Rental company" means any person or organization, including franchisees, in the business of providing private passenger autos, sport utility vehicles, pickups or vans to the public.

## ADDITIONAL COVERAGES

Provided there is Coverage E – Collision or Coverage F – Comprehensive, as shown in the Declarations for "your covered auto" the following coverages apply.

### A. Airbag Replacement

Under Coverage F – Comprehensive we will pay to replace or reset an airbag that inflates due to malfunction in "your covered auto". This additional coverage does not apply to a "non-owned auto".

We will only make payment under this additional coverage to the extent the malfunction is not covered by warranty, other service agreement, or any other product recall.

Exclusion 2. of this Coverage Section does not apply to this additional coverage.

No deductible applies to this additional coverage.

### B. Child Safety Seat

In the event of a Coverage E – Collision or Coverage F – Comprehensive covered loss where we

determine that a child safety seat's integrity is compromised, we will pay up to \$500 to replace with like kind and quality the child safety seat, provided it was in "your covered auto" or a "non-owned auto" at the time of the covered loss.

If a covered loss occurs when the child safety seat is in a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

No deductible applies to this additional coverage.

### C. Custom Equipment

We will pay up to \$1500 for "custom equipment" and any related labor and installation costs as part of a Coverage E – Collision or Coverage F – Comprehensive covered loss. Regardless of the amount of "custom equipment" installed on "your covered auto" or a "non-owned auto", this limit is the most we will pay for all damage and any related labor and installation costs for any one covered loss.

If there is a covered loss to "custom equipment" on a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

Exclusion 4. does not apply to the extent coverage is provided under this additional coverage.

This additional coverage is subject to your deductibles.

### D. Transportation Expenses

Under Coverage F – Comprehensive we will pay for:

- Reasonable transportation expenses incurred by you in the event of the total theft of "your covered auto"; or
- Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto".

We will pay up to \$30 per day, to a maximum of \$900. These limits are the most we will pay for transportation expenses and loss of use expenses.

We will pay only those expenses incurred during the period:

- Beginning 48 hours after the theft; and
- Ending when "your covered auto" or the "non-owned auto" is returned to use, or we offer to pay for its loss.

Transportation Expenses do not apply to a “covered rental vehicle”.

No deductible applies to this additional coverage.

### E. Loss of Use Expenses

This additional coverage applies only to a “covered rental vehicle”.

We will pay, without application of a deductible, for verifiable loss of use expenses:

1. That are for a continuous period of up to 30 days; and
2. For which you become legally responsible in the event of loss to a “covered rental vehicle”.

This coverage applies only if the loss is covered under this Coverage Section.

If the loss is caused by other than a total theft of a “covered rental vehicle”, our payment will be limited to that period of time reasonably required to repair or replace the “covered rental vehicle”.

If the loss is caused by a total theft of a “covered rental vehicle”, we will pay only expenses incurred during the period:

1. Beginning from the time of the theft; and
2. Ending when the “covered rental vehicle” is returned to use or we pay for its loss.

## OPTIONAL COVERAGE

### Coverage G – Custom Equipment - Increased Limit

If Coverage G – Custom Equipment - Increased Limit is shown in the Declarations for a specific “your covered auto”, ADDITIONAL COVERAGE – Custom Equipment is amended for that “your covered auto” as follows:

The limit shown in the Declarations replaces the \$1500 limit for “custom equipment”.

All other provisions and limitations applicable to ADDITIONAL COVERAGE – Custom Equipment apply.

## EXCLUSIONS

The following exclusions apply to this DAMAGE TO YOUR AUTO COVERAGE SECTION. We will not pay for:

1. Loss to “your covered auto”, “covered rental vehicle” or any “non-owned auto” which occurs while it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (1.) applies whether or not there is:
  - a. A passenger “occupying” the vehicle; or

- b. Property being transported for a fee in or upon the vehicle.

This Exclusion (1.) does not apply to a vehicle used for a:

- a. Share-the-expense car pool;
- b. Charitable purpose; or
- c. Volunteer purpose.

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”, “covered rental vehicle” 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 “custom equipment”.
5. Loss to any electronic equipment that reproduces, receives, or transmits audio, visual or data signals. This includes:
  - 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 (5.) does not apply to electronic equipment that is permanently installed in “your covered auto”, “covered rental vehicle” or any “non-owned auto”.

6. Loss to tapes, discs, chips, memory cards or any other removable media used to store audio, visual or other data. We also will not pay for loss of or reconstruction of data contained in such devices.
7. Loss to equipment used for the detection or location of, or interference with, speed measuring devices.
8. Loss due to actual or perceived loss in market value or resale value.
9. Loss to “your covered auto”, “covered rental vehicle” or any “non-owned auto” due to confiscation by governmental or civil authorities. This Exclusion (9.) does not apply to the interests of any loss

payee shown in the Declarations for that “your covered auto”.

10. Loss to “your covered auto”, “covered rental vehicle” or any “non-owned auto” which occurs while participating or competing in, or practicing or preparing for any prearranged or organized:
- Racing contest, meet or rally, whether against another vehicle or against time;
  - Demolition contest;
  - Stunting activity; or
  - High performance driving or racing instruction course or school.

This Exclusion (10.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the above purposes.

11. Loss to any “non-owned auto” or “covered rental vehicle” when used by you or any “resident relative” without a reasonable belief that you or that “resident relative” are entitled to do so.
12. Loss to any “non-owned auto” or “covered rental vehicle” while being maintained or used by any person while employed or otherwise engaged in the “business” of:
- Selling;
  - Repairing;
  - Servicing;
  - Storing; or
  - Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

13. Loss to any “non-owned auto” or “covered rental vehicle” being maintained or used by any person while employed or otherwise engaged in a “business” not described in Exclusion 12. This Exclusion (13.) does not apply to the maintenance or use by you or any “resident relative” of a “non-owned auto” which is a private passenger auto, sport utility vehicle or “trailer”.

14. Loss to:
- A “trailer”, camper body or motor home which is not shown in the Declarations; or
  - Facilities or equipment used with any “trailer”, camper body or motor home. Facilities or equipment include but are not limited to:
    - Cooking, dining, plumbing or refrigeration facilities;
    - Awnings or cabanas; or
    - Any other facilities or equipment used with a “trailer”, camper body or motor home.

This Exclusion (14.) does not apply to:

- A “trailer”, and its facilities or equipment, that you do not own; or
- A “trailer”, camper body, or the facilities or equipment in or attached to the “trailer” or camper body, that you:
  - Acquire during the policy period; and

- Ask us to insure within 30 days after you become the owner.

15. Loss to “your covered auto” during a period it is rented or leased by you to others. However, this Exclusion (15.) does not apply to the operation of “your covered auto” by you or a “resident relative”.
16. Loss to, or loss of use of, a “non-owned auto” or “covered rental vehicle” rented to:
- You; or
  - Any “resident relative”;
- if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that “resident relative”, pursuant to the provisions of any applicable rental agreement or state law.
17. Loss to “your covered auto”, “covered rental vehicle” or any “non-owned auto” arising out of the actual, alleged or threatened presence, growth or proliferation or spread of “fungi”, or for any testing or remediation of “fungi”. This Exclusion (17.) does not apply if the “fungi” are the direct result of a loss payable under either Coverage E – Collision or Coverage F – Comprehensive, and such coverage is provided under this policy.
18. The cost to re-code or replace locks in the event a key or electronic control pad associated with such locks is lost or stolen.

#### LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
- Actual cash value of the stolen or damaged property at the time of loss. An adjustment for depreciation and physical condition will be made in determining actual cash value; or
  - Amount necessary to repair or replace stolen or damaged parts or equipment of the functionally equivalent design and material necessary to restore the vehicle to its pre-loss physical condition at the time of loss. If we pay to replace a part or parts, we have the option to pay for new, used, reconditioned or remanufactured:
    - Original equipment manufacturer replacement parts or equipment; or
    - Non-original equipment manufacturer replacement parts or equipment.

However, the most we will pay for loss to any “non-owned auto” which is a “trailer”, including its facilities and equipment, is \$2000.
- B. If a repair or replacement results in better than like kind and quality, we will not pay for the amount of the betterment.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:

1. Any other Coverage Section or part of this policy; or
2. Any other personal auto policy issued to you by us or any of our affiliates.

### **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.

Subject to the Loss Payable Clause, we may, at our option, make payment to one or more of the following:

1. You;
2. The owner; or
3. On your behalf, the repairer.

### **NO BENEFIT TO BAILEE**

This insurance will 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 to "your covered auto", 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" will be excess over any other collectible sources 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 and impartial appraiser within 20 days after receiving the written request from the other. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that selection be made by a judge of a court having jurisdiction. 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.

### **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 will terminate this agreement as to the loss payee's interest. We will mail the loss payee written notice at least 10 days before the effective date of cancellation.

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