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A.M. Best Rated A-, Excellent

MOTORCYCLE INSURANCE POLICY

READ YOUR POLICY CAREFULLY.
This is a legal binding contract between the policy owner and the Company.

member of **Assurant** Group.

A1000P0902R1202

**MOTORCYCLE INSURANCE POLICY
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MOTORCYCLE INSURANCE POLICY

AGREEMENT

If *you* pay *your* premium, *we* agree to insure *you* based upon the warranties and representations contained in *your* application for insurance with *us* and subject to all terms of this policy for the coverage and up to the Limits of Liability shown on the *Dec Page* of this policy. The *Dec Page* is part of this Policy contract.

DEFINITIONS USED THROUGHOUT THIS POLICY

- (1) "*We*", "*us*" and "*our*" mean the company providing this insurance.
- (2) "*You*" and "*your*" mean the Policyholder named in the *Dec Page* and spouse if living in the same household.
- (3) "*Bodily Injury*" means *bodily injury*, sickness, or disease, including death that results from bodily harm, sickness, or disease.
- (4) "*Property damage*" means damage to tangible property, including its loss of use.
- (5) "*Your insured vehicle*" means:
 - (a) The *vehicle* described in the *Dec Page*.
 - (b) A *trailer* you own.
 - (c) A *vehicle* you acquire during the policy period; if:
 - (i) it replaces the *vehicle* described in the *Dec Page*.
 - (ii) *we* insure all *vehicles* owned by *you* on the date of *your* acquisition of the replacement *vehicle* and *you* notify *us* within 30 days after the date of acquisition of *your* election to make this and no other policy issued by *us* applicable to the *vehicle*; and
 - (d) A *vehicle* or *trailer* not owned by *you* being temporarily used as a substitute for a *vehicle* described in this definition, because of its withdrawal from normal use due to breakdown, repair, servicing, *loss* or destruction.
- (6) "*Vehicle*" as used in this policy means a two-wheeled motorized *vehicle* of the motorcycle or moped type, including, if attached, a sidecar with a wheel. Motorcycle does not include a manually pedaled bicycle.
- (7) "*Auto business*" means the business or occupation of selling, repairing, servicing, storing or parking *vehicles*.
- (8) "*Family Member*" means a person living in *your* household and related to *you* by blood, marriage or adoption, including a ward or foster child.
- (9) "*Occupying*" means in, on, getting into or out of.
- (10) "*Trailer*" means a vehicle designed to be towed by a *vehicle*.

- (11) "State" means the District of Columbia and any *state*, territory or possession of the United States and any province of Canada.
- (12) "Passenger" means any person other than the operator while *occupying a vehicle*.
- (13) "Accident" means a sudden, unexpected or unintended event that causes *bodily injury* or *property damage* and arises out of the ownership, maintenance or use of *your insured vehicle* or a non-owned *vehicle*.
- (14) "Loss" means direct and accidental destruction of or damage to *your insured vehicle*, or a non-owned *vehicle*.
- (15) "Dec Page" as used throughout this policy is also referred to as your Declarations Page. *Dec Page* is the separate enclosed page that shows the coverages you have selected. The *Dec Page* is a part of *your* policy.

YOUR DUTIES IN CASE OF AN ACCIDENT OR LOSS

Notice of Accident or Loss – In the event of a covered *accident*, *you* must report it to *us* immediately by contacting *our* claims office. The report must give the time, place and circumstances of the covered *accident* including the names and addresses of the injured persons and witnesses.

Other Duties

A person claiming any coverage under this policy must:

- (1) Cooperate with *us* and assist *us* in any matter concerning a claim or lawsuit;
- (2) Send *us* promptly any legal papers received relating to any claim or lawsuit;
- (3) Submit to physical examinations at *our* expense by doctors *we* select as often as *we* may reasonably require;
- (4) Authorize *us* to obtain medical and other records;
- (5) Provide any written proofs of *loss* that *we* may reasonably require;
- (6) Allow *us* to take signed or recorded statements including statements under oath, and answer all reasonable questions *we* may ask, when and as often as *we* may reasonably require;
- (7) Attend hearings and trials as required;
- (8) Provide *us* with written notice of any legal action undertaken in regard to the *accident* for which coverage is sought;
- (9) Refuse to, expect at his or her own expense, assume any obligation or incur any expense other than that for medical and surgical care imperative at the time of the *accident*;
- (10) Notify the police within twenty-four (24) hours of an *accident* if a hit-and-run motorist is involved if *you* are claiming coverage under Part IV.

If claiming coverage under Part III of this policy, *you* must, in addition:

- (1) Take reasonable steps after a *loss* to protect *your insured vehicle* and its equipment from further *loss*. We shall pay reasonable expenses incurred in providing that protection. If *you* fail to do so, any further damages will not be covered under this policy;
- (2) Report the theft or conversion of *your insured vehicle* to the police within twenty-four (24) hours of the *accident*;
- (3) Allow *us* to inspect and appraise the damages to *your insured vehicle* before its repair or disposal.

ADDITIONAL PREMIUM AGREEMENT

You hereby acknowledge that the premium for each term of *your* policy is determined by information in *our* possession at the inception date of that term. Any change in this information during the term which would affect the rating of *your* policy gives *us* the right to make an additional charge or refund on a pro rata basis. In addition, *you* have a duty to inform *us* of any such change.

Failure to pay the additional premium constitutes non-payment of premium and will result in cancellation of *your* policy.

PART I - LIABILITY

Coverage A - Liability Coverage

We will pay damages, other than punitive or exemplary damages, for which an *insured* is legally liable because of *bodily injury* or *property damage* resulting from the ownership, maintenance or use of a *vehicle*.

We will defend any suit or settle any claim for damages as we think appropriate, We will not defend or settle after *our* Limit of Liability has been reached.

Additional Definitions Used In This Part Only

As used only in this Part, "*insured*" means:

- (1) *You* or a *family member*.
- (2) Any other person or organization with respect only to legal liability for acts or omissions of a person covered under this Part while using *your insured vehicle*.

No person shall be considered an *insured* if the person uses the *vehicle* without a reasonable belief of having permission to use the *vehicle*.

Additional Payments

We will pay, in addition to *our* Limit of Liability:

- (1) All costs we incur in the settlement of a claim or defense of a suit, subject to the limitations of this policy.
- (2) Interest on damages awarded in a suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than *our* Limit of Liability.
- (3) Premiums on appeal and attachment bonds required in a suit we defend. We will not pay the premium for attachment bonds that are more than *our* Limit of Liability.
- (4) Up to \$250 for a bail bond required due to an *accident* related traffic law violation resulting in *bodily injury* or *property damage* covered by this Part. We have no obligation to apply for or furnish a bond.
- (5) Loss of earnings up to \$50 a day, but not other income, when we ask *you* to attend trials or hearings.
- (6) Expenses incurred for immediate medical and surgical treatment to others necessary at the time of the *accident* because of *bodily injury* covered by this Part.
- (7) Any other reasonable expenses incurred at *our* request.

Exclusions

We do not cover:

- (1) *Bodily injury* or *property damage* sustained by a person while *occupying* a *vehicle* while being used as a public livery or conveyance.
- (2) *Bodily injury* or *property damage* caused intentionally by or at the direction of an *insured*.
- (3) *Bodily injury* or *property damage* as respects which a person is an *insured* under a nuclear energy liability insurance policy. This exclusion applies even if the limits of that policy are exhausted.
- (4) *Bodily injury* to an employee of an *insured* arising in the course of employment by an *insured*. Coverage does apply to a domestic employee unless benefits are payable or are required to be provided for that employee under a worker's compensation law.
- (5) *Bodily injury* or *property damage* resulting from *auto business* operations. Coverage does apply for *you*, a *family member* or anyone associated with or employed by *you* or a *family member* with respect to the operation of *your insured vehicle* in the *auto business*.
- (6) Damage to property owned or being transported by an *insured*.
- (7) Damage to property rented to, or in charge of, an *insured*.
- (8) *Bodily injury* or *property damage* resulting from the ownership, maintenance or use of a vehicle, other than *your insured vehicle* which is owned by or furnished or available for regular use by *you* or a *family member*.

- (9) *Bodily injury or property damage* arising out of the use of a *vehicle* in, or in preparation for, any race, speed contest, hill climbing exhibition or any other contest or demonstration.
- (10) *Bodily injury or property damage* arising out of an *accident*:
 - (a) Involving *your insured vehicle* being driven by any person, other than *you*; or
 - (b) Involving any other *vehicle* being driven by *you*, when engaged in:
 - (a) The business of selling, repairing, servicing, delivering, or testing motorized *vehicles*; or
 - (b) Road testing, parking or storing *vehicles*.
- (11) *Bodily injury or property damage* resulting from liability assumed by an *insured* under any contract or agreement.
- (12) *Bodily injury or property damage* resulting while *your insured vehicle* is consigned to or in the care of anyone for sale.
- (13) *Bodily injury* to any *passenger* on a *vehicle* unless required by *state* law or unless a premium has been paid for 'Bodily Injury to Passengers' and is shown in the *Dec Page*.
- (14) *Bodily injury or property damage* caused by:
 - (a) Any person using a *vehicle* without the permission of the owner or persons having lawful possession of the *vehicle*; or
 - (b) Any person who exceeds the scope of such permission.
- (15) *Bodily injury or property damage* occurring outside of any *state*, territory, or possession of the United States.

Conformity with Financial Responsibility Laws

When we certify this policy as proof under a financial responsibility law, it will comply with the law to the extent of the coverage and limits of liability required by the law. *You* must reimburse *us* if we have to make a payment that we would not have to make if this policy were not certified as proof.

Out of State Insurance

If an *insured* becomes subject to the financial responsibility law or the compulsory insurance law or similar law of another *state* because of the ownership, maintenance or use of *your insured vehicle* in that *state*, we will interpret this policy to provide any broader coverage required by those laws. But, any broader coverage so afforded shall be reduced to the extent that other *vehicle* liability insurance applies. No person may, in any event, collect more than once for the same elements of *loss*.

If *you* take up permanent residence in another *state* or province and are required to carry broader coverage than provided by this policy *you* must notify *us* within 30 days of this residence change or coverage will not be provided.

Limits of Liability

The limits of liability shown in the *Dec Page* apply subject to the following:

- (1) The *bodily injury* liability limit for "each person" is the maximum we will pay as damages for *bodily injury*, including damages for care and loss of services, to one person in one *accident*.
- (2) Subject to the *bodily injury* liability limit for "each person", the *bodily injury* liability limit for "each *accident*" is the maximum we will pay as damages for *bodily injury* to two or more persons in one *accident*.
- (3) The *property damage* liability limit for "each *accident*" is the maximum we will pay for all the damages to property in one *accident*.

We will pay no more than these maximums regardless of the number of *vehicles* described in the *Dec Page*, *insureds*, claims, claimants, policies, or vehicles involved in the *accident*. Any amount payable under this coverage to or for an injured person will be reduced by any payment made to that person under the Uninsured Motorists Coverage of this policy.

Other Insurance

If there is other applicable *vehicle* liability insurance on a *loss* covered by this Part we will pay *our* proportionate share as *our* limits of liability bear to the total of all applicable liability limits. Insurance afforded under this Part for a *vehicle* you do not own is excess over any other collectible *vehicle* liability insurance.

PART II - EXPENSES FOR MEDICAL SERVICES

Coverage B - Medical Payments Coverage

We will pay reasonable expenses incurred within 3 years from the date of *accident* for necessary medical and funeral services because of *bodily injury* sustained by an *insured*. This payment is subject to the deductible shown in the *Dec Page*.

Additional Definitions Used in This Part Only

As used in this Part "*insured*" means:

- (1) *You or a family member occupying a vehicle, or through being struck by, a highway vehicle or trailer.*
- (2) *Any other person occupying your insured vehicle while being used by you, a family member or another person if that person has a reasonable belief of having permission to use the vehicle.*

Exclusions

We do not cover *bodily injury* to a person:

- (1) From an *accident* sustained while *occupying your insured vehicle* while being used as a public livery or conveyance.
- (2) *Occupying your insured vehicle* while being used in any unlawful trade or transportation.
- (3) *Occupying your insured vehicle* while being used in, or in preparation for, any race, speed contest, hill climbing exhibition or any other contest.
- (4) *Occupying* or when struck by a vehicle other than *your insured vehicle*, which is owned by, furnished or available for regular use by *you* or a *family member*.
- (5) *Occupying your insured vehicle* while being used in the business or occupation of an *insured*. This exclusion does not apply to *you* or a *family member*.
- (6) Occurring in the course of employment if benefits are payable or must be provided under a worker's compensation law or similar disability benefits law.

- (7) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination or a consequence of any of these.

Limit of Liability

Regardless of the number of *vehicles* described in the *Dec Page*, *insureds*, claims, policies, or vehicles involved in the *accident*, we will pay no more than the limit of liability shown for this coverage in the *Dec Page* for each person injured in one *accident*.

Any amount paid or payable for medical expenses under the Liability or Uninsured Motorists Coverages of this policy shall be deducted from the amounts payable under this Part.

Other Insurance

If there is other applicable insurance on a *loss* covered by this Part we will pay *our* proportionate share as *our* limit of liability bears to the total of all applicable insurance. Insurance afforded under this Part for a *vehicle* you do not own is excess over any other applicable insurance.

PART III - UNINSURED MOTORISTS

Coverage C - Uninsured Coverage

We will pay damages, other than punitive or exemplary damages, for *bodily injury* which an *insured* is legally entitled to recover from the owner or operator of an *uninsured vehicle*. We will pay these damages for *bodily injury* an *insured* suffers in a *vehicle accident* while *occupying a vehicle* or as a pedestrian, as a result of having been struck by an *uninsured vehicle*.

Determination whether an *insured* is legally entitled to recover damages or the amount of damages shall be made by agreement between that person and *us*. If no agreement is reached, the decision will be made by arbitration.

If suit is brought to determine legal liability or damages without *our* written consent, we are not bound by the resulting judgment.

Additional Definitions Used In This Part Only

As used in this Part:

- (1) "*Insured*" means:
 - (a) *You* or a *family member*.
 - (b) Any other person *occupying your insured vehicle*.
 - (c) Any person for damages that person is entitled to recover because of *bodily injury* to *you*, a *family member*, or another occupant of *your insured vehicle*.No person shall be considered an *insured* if that person uses the *vehicle* without a reasonable belief of having permission to use it.
- (2) "*Vehicle*" means a land *vehicle* or a *trailer* but does not mean a *vehicle*:
 - (a) Operated on rails or crawler-treads.
 - (b) Which is a farm type tractor or equipment designed for use principally off public roads, while not on public roads.
 - (c) Located for use as a residence or premises.
- (3) "*Uninsured vehicle*" means a *vehicle* which is:
 - (a) Not insured by a *bodily injury* liability bond or policy at the time of the *accident*.
 - (b) Insured by a liability bond or policy at the time of the *accident* which provides *bodily injury* liability limits less than the minimum *bodily injury* liability limits required by the financial

responsibility law of the *state* in which *your insured vehicle* is principally garaged. *Our* coverage shall be limited to that additional amount required to satisfy the minimum limits of such *state*.

- (c) A hit-and-run vehicle whose operator or owner is unknown and which strikes:
 - (i) *You* or a *family member*;
 - (ii) A *vehicle* which *you* or a *family member* are *occupying*; or
 - (iii) *Your insured vehicle*.
- (d) Insured by a *bodily injury* liability bond or policy at the time of the *accident* but the insurer denies coverage or is or becomes insolvent.

Uninsured vehicle does not mean a *vehicle*:

- (a) Owned by or furnished or available for the regular use of *you* or a *family member*.
- (b) Owned or operated by a self-insurer as contemplated by a financial responsibility law, motor carrier law, or similar law.
- (c) Owned by a governmental unit or agency.

Exclusions

We do not cover *bodily injury* to a person:

- (1) *Occupying*, or struck by, a *vehicle* owned by *you* or a *family member* for which insurance is not afforded under this Part.
- (2) If that person or the legal representative of that person makes a settlement without *our* written consent.
- (3) To *bodily injury* sustained by a person while *occupying* a *vehicle* while being used as a public livery or conveyance.
- (4) Resulting from the use of *your insured vehicle* in or preparation for any race, speed contest, hill climbing, exhibition or any other contest or demonstration.
- (5) *Bodily injury* or *property damage* occurring outside of any *state*, territory, or possession of the United States.
- (6) To a claim or loss of use of *your insured vehicle*.
- (7) To damage to or destruction of the personal property contained on or within *your insured vehicle*.

This coverage shall not apply to the benefit of any insurer or self-insurer under any worker's compensation, disability benefits law or similar law.

Limits of Liability

The limits of liability shown in the *Dec Page* apply, subject to the following:

- (1) The limit for "each person" is the maximum we will pay as damages for *bodily injury* to one person in one *accident*.

- (2) Subject to the limit for "each person", the limit for "each *accident*" is the maximum *we* will pay as damages for *bodily injury* to two or more persons in one *accident*.

We will pay no more than these maximums regardless of the number of *vehicles* described in the *Dec Page*, *insureds*, claims, claimants, policies, or vehicles involved in the *accident*. Limits cannot be accumulated or stacked.

Amounts payable will be reduced by:

- (1) A payment made by the owner or operator of the *uninsured vehicle* or organization which may be legally liable.
- (2) A payment under the Liability Coverage of this policy.
- (3) A payment made or amount payable because of the *bodily injury* under any worker's compensation law, disability benefits law or similar law.

Other Insurance

If there is other similar insurance on a *loss* covered by this Part *we* will pay *our* proportionate share as *our* limits of liability bear to the total limits of all applicable similar insurance. Insurance afforded under this Part for a *vehicle you* do not own is excess over any other applicable similar insurance.

Arbitration

If an *insured* and *we* do not agree (1) that the person is legally entitled to recover damages from the owner or operator of an *uninsured vehicle*, or (2) as to the amount of payment under this Part, either that person or *we* may demand that the issue be determined by arbitration.

In that event, the *insured* will select an arbitrator and *we* will select another. The two arbitrators will select a third. If they cannot agree on the third arbitrator within 30 days, the judge of a court having jurisdiction will appoint the third arbitrator. The *insured* will pay the arbitrator selected by that person. *We* will pay the arbitrator *we* select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally.

Arbitration will take place in the county where the *insured* lives. Local court rules governing procedures and evidence will apply. The decision in writing of any two arbitrators will be binding subject to the terms of this insurance.

PART IV - VEHICLE DAMAGE

Coverage D - Vehicle Damage Coverage

We will pay for *loss* to *your insured vehicle*:

- (1) Caused by *collision* (Coverage D-1) or
- (2) Other than *collision* (Coverage D-2).

less any applicable deductibles.

The deductible shall not apply to *loss* caused by a *collision* of *your insured vehicle* with another *vehicle* insured by *us*.

Loss Settlement

We may pay the *loss* in money or repair or replace the damaged or stolen property. We may at any time before the *loss* is paid or the property is replaced, return, at *our* expense, any stolen property either to *you* or to the address shown in the *Dec Page*, with payment for the resulting damage. We may keep all or part of the property at the agreed or appraised value.

Additional Definitions Used In This Part Only

As used in this Part:

- (1) "*Collision*" means *collision* of *your insured vehicle* with another object or upset of *your insured vehicle*. *Loss* caused by missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is deemed *loss* caused by other than *collision*. If breakage of glass results from a *collision*, *you* may elect to have it treated as *loss* caused by *collision*.
- (2) "*Loss*" means direct and accidental *loss* of or damage to *your insured vehicle*.
- (3) "*Your insured vehicle*" does not include a *vehicle* not owned by *you* being temporarily used as a substitute for any other *vehicle* because of its withdrawal from normal use due to breakdown, repair, servicing, *loss* or destruction.

Exclusions

We do not cover *loss*:

- (1) To *your insured vehicle* while being used as a public livery or conveyance.
- (2) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
- (3) To sound equipment not permanently installed in *your insured vehicle* or to tapes, records, or similar items used with sound equipment.

- (4) To sound receiving or transmitting equipment designed for use as citizens band radios, two-way mobile radios, telephones, scanning monitor receivers, television sets, or their accessories or antennas.
- (5) Resulting from wear and tear, freezing, mechanical or electrical breakdown or failure or road damage to tires. Coverage does apply if the *loss* results from the total theft of *your insured vehicle*.
- (6) To *your insured vehicle* while in, or in preparation for, any race, speed contest, hill climbing exhibition or any other contest or demonstration.
- (7) To *your insured vehicle* resulting from its abandonment by an *insured*.
- (8) To *your insured vehicle* arising out of its use in any unlawful trade or transportation.
- (9) Due to confiscation of *your insured vehicle* by government or civil authority.
- (10) To *your insured vehicle* due to conversion, embezzlement or secretion by any person in possession of the *vehicle*.
- (11) To any tools, clothing or personal effects.
- (12) To any optional, added equipment, accessories or parts (including *trailers*) not included as standard or basic by the manufacturer unless specifically shown in the *Dec Page* or added by endorsement and for which a specific premium charge has been made.
- (13) To a *vehicle* not owned by *you* when used in an *auto business*.
- (14) While in the care, custody or control of anyone for the purpose of sale or with the intent to offer for sale after testing, restoration or other preparation.
- (15) Caused intentionally by or at the direction of an *insured*.

Limits Of Liability

Our limit of liability for *loss* shall not exceed:

- (1) The actual cash value of the stolen or damaged property, or
- (2) The amount necessary to repair or replace the property.
- (3) If we choose to repair or replace the property, we shall not be responsible for any diminution in value of the property caused by the *loss*.

Appraisal

You or *we* may demand appraisal of the *loss*. Each will appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of *loss*. An award in writing by any two appraisers will determine the amount payable. By agreeing to appraisal, *we* do not waive any of *our* rights under any Part of this Policy.

No Benefit to Bailee

This insurance shall not in any way benefit any person or organization caring for or handling property for a fee.

Other Insurance

If there is other applicable similar insurance on a *loss* covered by this Part, *we* will pay only that proportion of the *loss* that *our* limit of liability bears to the total limits of all applicable similar insurance.

PART V - GENERAL PROVISIONS

(1) Policy Period, Territory

This policy applies only to *accidents*, occurrences and *losses* during the policy periods shown in the *Dec Page* while *your insured vehicle* is within the United States, its territories or possessions, or Canada, or between their ports.

(2) Premium

The premium stated in the *Dec Page* 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 accord with *our* manuals then in use.

(3) Changes

This policy and the *Dec Page* include all the agreements between *you* and *us* relating to this insurance. No change or waiver may be made in this policy except by endorsement issued by *us*. If a premium adjustment is necessary *we* will make the adjustment as of the effective date of the

change. When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in *your state*.

(4) Two Or More Vehicles Insured

With respect to an *accident* or occurrence to which this and any other *vehicle* policy we issue to *you* applies, the total limit of *our* liability under all the policies shall not exceed the highest applicable limited of liability under any one policy.

(5) Suit Against Us

We may not be sued unless there is full compliance with all the terms of this policy. We may not be sued under the Liability Coverage until the obligation of an *insured* to pay is finally determined either by judgment against that person after actual trial or by written agreement of that person, the claimant and *us*. No one shall have any right to make *us* a party to a suit to determine the liability of an *insured*.

(6) Our Recovery Rights

In the event of a payment under this policy, we are entitled to all the rights of recovery of the person to whom payment was made against another. That person must sign and deliver to *us* any legal papers relating to that recovery, do whatever else is necessary to help *us* exercise those rights and do nothing after *loss* to harm *our* rights. When a person has been paid damages by *us* under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for *us* to the extent of *our* payment.

(7) Assignment

Interest in this policy may not be assigned without *our* written consent. If the Policyholder named in the *Dec Page* or the spouse of the Policyholder residing in the household dies, the policy will cover:

- (a) The survivor.
- (b) The legal representative of the deceased person while acting within the scope of duties of a legal representative.
- (c) Any person having proper custody of *your insured vehicle* until a legal representative is named.

(8) Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an *insured*.

(9) Fraud and Misrepresentation

This policy shall be voidable at *our* option if *you*, *your* agent, or an *insured* has concealed or misrepresented any material fact or in case of any fraud or attempted fraud concerning any matter regarding this policy, whether before or after an *accident* or *loss*.

(10) Cancellation Or Nonrenewal Of This Policy

You may cancel this policy by returning it to *us* or by advising *us* in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to *you* at the address shown in the *Dec Page* or by delivering the notice not less than 10 days prior to the effective date of cancellation. The effective date of cancellation stated in a notice is the end of the policy period.

If different requirements for cancellation and nonrenewal or termination of policies are applicable because of the laws or *your state*, *we* will comply with those requirements.

Proof of mailing a notice is proof of notice.

Upon cancellation *you* may be entitled to a premium refund. If so, *we* will send it to *you*. *Our* making, or offer of, a refund is not a condition of cancellation. If *you* cancel, the refund will be computed in accord with *our* customary short rate table and procedure. When *you* cancel *we* will charge *you* at least the minimum premium as shown in the *Dec Page*. If *we* cancel, the refund will be computed on a pro rate basis.

Subject to *our* consent, *you* may renew this policy but *you* must pay the renewal premium in advance. *You* will not be protected if *you* do not pay the renewal premium before the end of this policy period.

If other insurance is obtained on *your insured vehicle* similar insurance afforded under this policy for that *vehicle* will cease on the effective date of the other insurance.

(11) Declarations And Representations

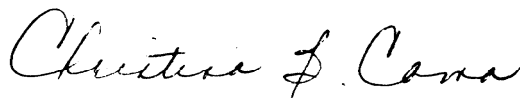
By acceptance of this policy, *you* agree that the statements in the *Dec Page* are *your* statements and representatives as given in the application for this policy. This policy is issued in reliance upon the truth of *your* statement.

(12) Terms Of Policy Conform To Statute

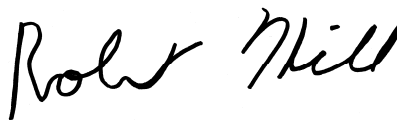
Terms of this policy which are in conflict with the statutes of the *state* this policy is issued are amended to conform to such statutes.

We have issued this policy, but if required by *state* law, this policy will not be valid unless countersigned by *our* authorized representative.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the *Dec Page* by a duly authorized agent of the Company.



SECRETARY



PRESIDENT

A1000P0902R1202

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**AMERICAN RELIABLE INSURANCE COMPANY
MOTORCYCLE ACCESSORY AND
ADD – ON EQUIPMENT ENDORSEMENT**

It is agreed that these changes shall apply to Part IV - Vehicle Damage.

A. Exclusion (4) is amended to add the following sentence:

"This exclusion shall not apply to citizen band radios that are originally installed at the factory. This exclusion shall not apply if specifically shown in the *Dec Page* or added by endorsement and a premium charge has been made."

B. Exclusion (11) is amended to NOT include helmets.

Our limit of liability for helmets under this coverage will not exceed the lesser of:

1. The actual cash value of the helmet just before the *loss*;
2. The cost to repair the helmet;
3. The difference between the value of the helmet prior to the *loss* and after the *loss*; or
4. \$300 per helmet.

C. Exclusion (12) has been deleted and replaced by the following:

To any optional, added equipment, accessories or parts or trailers. To any special paint or finishes, custom chrome or other custom work not included as "standard" by the manufacturer even if originally installed at the factory or dealer. This exclusion does not apply if Accessories and Add-On Equipment is shown in the *Dec Page* or added by endorsement for which a premium charge has been made. This exclusion does not apply to crash or roll bars.

All other terms and conditions remain unchanged.

AMERICAN RELIABLE INSURANCE COMPANY

LOSS PAYABLE CLAUSE – TENNESSEE

Loss Payee:

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee shall not become invalid because of your intentional acts or omissions. 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 payee's 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 payee's rights of recovery.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

**AMERICAN RELIABLE INSURANCE COMPANY
PASSENGER LIABILITY –
LIMIT OF LIABILITY ENDORSEMENT**

In return for *your* premium payment, *our* liability under Coverage A - LIABILITY COVERAGE, as respects Bodily Injury to Passenger is limited to the minimum amount required in the Motor Vehicle Financial Responsibility law of the *state* where this coverage was purchased.

We do not provide liability coverage for any “insured” or “family member”.

Definition of “insured” is:

- (1) You or a family member; or
- (2) Any other person or organization with respect to legal liability for acts or omissions of a person covered under this part while using your insured vehicle.

Definition of “family member” is:

- (1) A person living in your household or related to you by blood, marriage, or adoption, including a ward or foster child.

The liability limit for *passengers* will be as indicated on the *Dec Page* or shown below:

COVERAGE	LIMITS OF LIABILITY
A. 3. – Bodily Injury to Passengers	\$ _____ each person
	\$ _____ each accident

The limit of liability for Bodily Injury to Passenger coverage is a sub-limit under Coverage A. 1. Bodily Injury. Any payments made under this coverage will exhaust the Coverage A. 1. Bodily Injury limit of liability by the amount of the payments.

THIS ENDORSEMENT IS EFFECTIVE AS OF _____ OR AT INCEPTION OF THE POLICY TO WHICH IT IS ATTACHED.

All other terms and conditions of the policy remain unchanged.

AMERICAN RELIABLE INSURANCE COMPANY

COVERAGE FOR SAFETY CLOTHING, TOWING & TRIP INTERRUPTION

In consideration of the premium paid, it is agreed that PART IV – VEHICLE DAMAGE, COVERAGE D –VEHICLE DAMAGE COVERAGE is amended to include the following:

RIDING APPAREL COVERAGE

(subject to \$50 deductible per occurrence)

Apparel means motorcycle safety apparel, not including helmets, specifically designed to minimize injury resulting from motorcycle *accidents*.

We will pay, less \$50 deductible per occurrence, for direct and accidental damage to **apparel** owned and worn by *you* or a *family member* while *occupying your insured vehicle*. The most we will pay in any one occurrence is \$1,000 regardless of how many persons have a loss.

This coverage does not apply unless the damage to the **apparel** occurs as a result of a collision loss that is covered by the policy or would be covered but for the application of the collision deductible.

Our limit of liability for *loss* shall not exceed the lesser of (1) the actual cash value of the damaged apparel, (2) the amount necessary to repair or replace the **apparel** with the like kind and quality with deduction for depreciation, or (3) the above occurrence limit of \$1,000.

This endorsement forms a part of the policy to which it is attached or the policy designated in the *Dec Page* to which it is attached and is effective in the same date and hour stated in the *Dec Page*.

TOWING AND ROADSIDE SERVICE COVERAGE

We will pay up to \$300, without application of a deductible, for towing and emergency labor costs incurred each time *your insured vehicle* is disabled while traveling on the roadway. We will only pay for labor performed at the place of disablement.

TRIP INTERRUPTION COVERAGE

Trip Interruption means the additional time required to be at the same city or location where the disablement occurred while awaiting repair or replacement of your insured vehicle.

We will pay up to \$50 per day per person, without application of a deductible, for the reasonable cost of *your* and a *family members* meals and lodging incurred during a necessary **Trip Interruption** resulting from a disablement of *your insured vehicle*. If *your insured vehicle* is not repairable at the scene of disablement, we will pay for the reasonable and necessary cost of transporting *you* and a *family member* to your principal place of residence. The most we will pay in any one occurrence is \$300 regardless of how many persons have a loss. However, we will not pay more than \$200 in any one occurrence for the cost of meals and lodging.

This coverage does not apply unless disablement.

- (1) Occurs more than 100 miles from your place of principal residence; and
- (2) Results from a comprehensive or collision loss covered by this policy, or results in a towing and emergency labor cost claim covered by this policy.

Receipts for the cost of meals, lodging and transportation are required to be provided to *us* for payment of *you* or a *family members* claim.

All other terms of your policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMERICAN RELIABLE INSURANCE COMPANY AMENDMENT OF POLICY PROVISIONS - TENNESSEE

I. Definitions

The following is added to the **Definitions** section:

Throughout the policy "minimum limits" refers to the following limits of liability as required by Tennessee law, to be provided under a policy of automobile liability insurance.

Liability coverage under this policy is provided under a split limit bases, \$25,000 for each person, subject to \$50,000 for each *accident*, with respect to *bodily injury*; and \$10,000 for each *accident* with respect to *property damage*.

II. Part I - Liability Coverage

A. The **Insuring Agreement of Part I – Coverage A** is hereby replaced with the following:

We will pay damages for bodily injury or property damage for which any insured became legally responsible because of a vehicle 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. The **Other Insurance** Provision of **Part I** is replaced by the following:

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:

a. The *vehicle* is insured under a policy affording coverage to a *named insured* engaged in the business of:

- (1) Selling;
- (2) Repairing;
- (3) Servicing;
- (4) Delivering;
- (5) Testing;
- (6) Road Testing;
- (7) Parking; or
- (8) Storing;

vehicles. This applies only if the *insured* using the *vehicle*:

- (1) Is operating the *vehicle* with the permission of the *insured*; and
- (2) Is neither the person engaged in such business or that person's employee or agent; or

b. The *vehicle* is leased by *you* under a written lease agreement and *you* have agreed to provide coverage for the operation of the *vehicle*.

2. Any insurance *we* provide for a *vehicle you* own shall be excess to that of a person engaged in the business of:

- a. Storing;
- b. Parking;
- c. Servicing; or
- d. Repairing;

vehicles, if the *accident* occurs while the *vehicle* is in that person's possession, custody or control.

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.

III. Part V - General Provisions

The **Nonrenewal** Provision in the **Termination** Section of **Part V** is replaced by the following:

If *we* decide not to renew or continue this policy, *we* will mail notice to the *named insured* shown in the *Dec Page* at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, *we* will have the right not to renew or continue this policy every 6 months after its original effective date.
2. 6 months or longer, but less than one year, *we* will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, *we* will have the right not to renew or continue this policy at each anniversary of its original effective date.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMERICAN RELIABLE INSURANCE COMPANY UNINSURED MOTORISTS COVERAGE TENNESSEE

I. Part III - Uninsured Motorists Coverage

Part III - Uninsured Motorists Coverage 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 motor vehicle" because of:

1. *Bodily injury* sustained by an *insured* and caused by an accident; and
2. *Property damage* caused by an *accident* if the *Dec Page* indicates that both *bodily injury* and *property damage* Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle". With respect to coverage under Section 2. of the definition of "uninsured motor vehicle", we will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an *insured* and the insurer, owner or operator of the "uninsured motor vehicle" and we:
 - a. Have been given written notice of such tentative settlement sent certified mail return receipt requested or by some other method with written verification; and
 - b. Advance payment to the *insured* in an amount equal to the tentative settlement within 30 days after receipt of the written notification required by this endorsement.

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 endorsement means:

1. *You* or any *family member*.
2. Any other person *occupying your insured vehicle*.
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. *Property damage* as used in this endorsement means injury to or destruction of:

1. *Your insured vehicle*.
2. Any property owned by a person listed in 1. or 2. of an *insured* while contained in *your insured vehicle*.

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

1. To which no liability bond or policy applies at the time of the *accident*.
2. For which the sum of the limits of liability available for payment to an *insured* under all policies, bonds and securities applicable at the time of the *accident*.
 - a. Is less than the limit of liability for this coverage; or
 - b. Has been reduced by payment to persons other than the *insured* to an amount which is less than the limit of liability for this coverage.
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* or *property damage* without hitting:
 - a. *You* or any *family member*;
 - b. A *vehicle* which *you* or any *family member* are *occupying*; or
 - c. *Your insured vehicle*."

If there is no physical contact with the hit-and run vehicle the facts of the *accident* must be proven by clear and convincing evidence. We will only accept competent evidence other than evidence provided by an occupant of:

- a. *your insured vehicle*, if *your insured vehicle* is involved in the *accident*.
 - b. The *vehicle* *you* or any *family member* are *occupying*, if *you* or any *family member* are *occupying* a *vehicle* other than *your insured vehicle* at the time of the *accident*.
4. To which a liability bond or policy applies at the time of the *accident* but the bonding or insuring company:
 - a. Legally denies coverage; or
 - b. Is or becomes insolvent within one year of the date of the accident.

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*.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
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 *property damage* or *bodily injury* sustained:
1. By an *insured* while *occupying*, or when struck by, any motor vehicle owned by that *insured* which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any *family member* while *occupying*, or when struck by, any motor vehicle *you* own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for *property damage* or *bodily injury* sustained by any *insured*:
1. If that *insured* or the legal representative settles the *bodily injury* or *property damage* claim and such settlement prejudices our right to recover payment. This Exclusion (B.1.) does not apply to a settlement made with the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle."
 2. When *your insured vehicle* is being used as a public or livery conveyance. This Exclusion (B.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 (B.3.) does not apply to a *family member* using *your insured vehicle* which is owned by *you*.
 4. For the first \$200 of the amount of *property damage* to the property of each *insured* as the result of any one *accident*. This Exclusion (B.4.) does not apply if:
 - a. We insure *your insured vehicle* for both collision and uninsured motorists property damage coverage; and
 - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
 5. If the property is contained in or struck by a motor vehicle (other than *your insured vehicle*) owned by *you* or any *family member*.
 6. If resulting from the use of *your insured vehicle* in preparation for any race, speed contest, hill climbing, exhibition or any other contest or demonstration.
- C. This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of Bodily Injury Liability shown in the *Dec Page* 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 Bodily Injury Liability shown in the *Dec Page* for each *accident* for Uninsured Motorists Coverage is *our* maximum limit of liability for all damages for *bodily injury* resulting from any one *accident*. The limit of Property Damage Liability shown in the *Dec Page* for each *accident* for Uninsured Motorists Coverage is *our* maximum limit of liability for all *property damage* 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 *Dec Page*; or
 4. *Vehicles* involved in the *accident*.
- B. The limit of liability shall be reduced by all sums:
1. Paid because of the *bodily injury* or *property damage* by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part I of the policy; and
 2. Paid or payable because of the *bodily injury* under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
- C. No payment will be made for *loss* paid or payable to the *insured* under Part IV of the policy.
- D. No one will be entitled to receive duplicate payments for the same elements of *loss* under this coverage and Part I or Part II of this policy.
- E. 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.
- F. 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

- A. If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy, any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any one policy or provision of coverage.

B. Subject to Paragraph A., with respect to *bodily injury* to an *insured*:

1. While not *occupying a vehicle*, only the policy or provision, under which the injured person is an *insured*, that provides the highest limit of liability of Uninsured Motorists Coverage, will apply. No other policies or provisions of coverage with lesser limits of liability will apply. If two or more policies or provisions of coverage provide the highest limit of liability, they will share the *loss* equally.
2. While *occupying a vehicle* owned by that *insured*, only the Uninsured Motorists Coverage applicable to that vehicle will apply, and no other policies or provisions of coverage will apply.
3. While *occupying a vehicle* not owned by that *insured*, including any vehicle while used as a temporary substitute for *your insured* vehicle, the following will be the priorities of recovery:

First Priority

The Uninsured Motorists Coverage applicable to the *vehicle* the *insured* was *occupying* at the time of the *accident*.

Second Priority

If the first priority is exhausted, only the policy or provision, applicable to a *vehicle* under which the *insured* is a named insured, that provides the highest limit of liability of Uninsured Motorists Coverage.

Third Priority

If the first and second priorities are exhausted, only the policy or provision, applicable to a *vehicle* under which the *insured* is other than a named insured, that provides the highest limit of liability of Uninsured Motorists Coverage.

If two or more policies or provisions of coverage in the second or-third priority provide the highest limit of liability, they will equally share the *loss* applicable to that priority. No policies or provisions of coverage with lesser limits of liability will apply to the second or third priority.

ARBITRATION IN THE EVENT OF OUR CONSENT TO A FULL LIMITS SETTLEMENT OFFER FROM A LIABLE PARTY

The following provision applies with respect to arbitration proceedings that are subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party.

A. If a tentative settlement is made between an *insured* and the insurer, owner or operator of the "uninsured motor vehicle" for the full limits of all liability policies or bonds available to the party on whose behalf the tentative settlement is made, and:

1. *We* receive written notice from the *insured*, sent certified mail return receipt requested or by some other method with written verification, of the *insured's*:
 - a. Intent to accept the offer thereby releasing the party on whose behalf the offer is made; and

b. Agreement to submit the uninsured motorists claim to binding arbitration;

2. *We* receive written notice from the insurer of the "uninsured motor vehicle", sent certified mail return receipt requested or by some other method with written verification, of the offer, and such insurer:

a. Provides verification of coverage upon request; and

b. Confirms to *us* that the owner or operator of the "uninsured motor vehicle" agrees to cooperate in connection with the arbitration of the Uninsured Motorists claim; and

3. *We* consent to the tentative settlement in writing, sent certified mail return receipt requested or by some other method with written verification, within 30 days from receipt of both notices described in Paragraphs 1. and 2. above, thereby waiving *our* right to recover payment from the owner or operator of an "uninsured motor vehicle" in exchange for their written agreement to cooperate in connection with the arbitration;

then all issues of tort liability and damages arising out of the ownership, maintenance or use of the "uninsured motor vehicle" shall be arbitrated. However, if the settlement does not release all parties alleged to be liable to the *insured*, arbitration of the uninsured motorist claim shall not be conducted until all such parties have been fully and finally disposed by settlement, final judgment or otherwise.

Disputes concerning coverage under this Part may not be arbitrated and shall be decided by a court of a competent jurisdiction.

B. An arbitrator shall be selected by agreement of the parties. If they cannot agree on an arbitrator, either party may request a judge of a court of record in the county in which the arbitration is pending to designate three potential arbitrators. The parties shall then agree upon one of the three arbitrators so designated.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the *insured* lives. Rules of law as to procedure and evidence applicable to the state courts where the arbitration is being conducted will apply.

D. Expenses will be paid as follows:

1. Except for the arbitrator's fee, each party will pay for the expenses it incurs.

2. If the arbitrator's award is:

a. Less than or equal to the total amount collected by the *insured* by way of settlements or judgments plus the amount of any settlement offer made by *us* at least 15 days prior to the arbitration, the *insured* will pay the arbitrator's fee.

b. Greater than the total amount collected by the *insured* by way of settlements or judgments plus the amount of any settlement offer made by *us* at least 15 days prior to the arbitration, *we* will pay the arbitrator's fee.

E. Any decision made by the arbitrator will be binding.

ARBITRATION OF OTHER DISPUTES BETWEEN AN "INSURED" AND US

The following provisions apply with respect to arbitration proceedings that are NOT subject to the requirements of the Tennessee Uninsured Motorists Coverage statute regarding a full limits settlement offer from a liable party:

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 liability specified by the financial responsibility law of Tennessee. 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

A person seeking Uninsured Motorists Coverage under Section 2. of the definition of "uninsured motor vehicle" must also promptly notify *us* in writing of a tentative settlement between the *insured* and the insurer, owner or operator of the "uninsured motor vehicle."

We have 30 days after *we* have received such notification and any other written notification required by the insurer of the "uninsured motor vehicle" to either:

1. Consent in writing to the settlement thereby waiving *our* rights against the insurer, owner or operator of the "uninsured motor vehicle" and requiring arbitration of all issues of tort liability and damages arising out of the ownership, maintenance or use of the "uninsured motor vehicle"; or
2. Advance payment to that *insured* in an amount equal to the tentative settlement to preserve *our* rights against the insurer, owner or operator of such "uninsured motor vehicle."

II. Part V - General Provisions

The following is added to the **Our Recovery Rights** Provision in **Part V**:

OUR RECOVERY RIGHTS

Our rights under Paragraph A. with respect to coverage under Section 2. of the definition of "uninsured motor vehicle" do not apply with respect to the insurer, owner or operator of an "uninsured motor vehicle" if *we* have been given prompt written notice of a tentative settlement between an *insured* and the insurer, owner or operator of an "uninsured motor vehicle", and *we*:

1. Consent to a settlement for the full limits of all liability insurance policies or bonds available to the owner or operator of an "uninsured motor vehicle" and *we* agree to arbitrate; or
2. Fail to advance payment to the *insured* in an amount equal to the tentative settlement,

within 30 days after receipt of the written notification required by this endorsement.

However, if *we* advance payment to the *insured* in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the *insured* is entitled to recover under the provisions of Uninsured Motorists Coverage; and
2. *We* also have a right to recover the advanced payment, unless judgment is rendered in favor of the owner or operator of an "uninsured motor vehicle."

This endorsement must be attached to the Change Endorsement when issued after the policy is written.



SUMMARY OF RIGHTS & NOTICE OF INSURANCE INFORMATION PRACTICES

Your Rights Following an Adverse Underwriting Decision

You have the right to know the specific items of information that support the reason(s) given for this decision and the identity of the source of that information. Within 90 business days from the date of the mailing of the notice to you of an adverse underwriting decision, we will furnish to you within 21 business days from the date of receipt of the written request from you:

1. The specific reason for the adverse underwriting decision if the information was not initially furnished in writing, and
2. The specific items of personal and privileged information that support those reasons except that The Company will disclose the names and addresses of the institutional sources that supplied the specific items of personal or privileged information.

Your Rights to Access your Recorded Personal Information

You have the right to submit a written request for access to your recorded personal information. Within 30 business days of the receipt of your request for access to your recorded personal information, we will inform you of the nature and substance of the recorded personal information. You have the right to see and copy, in person, the recorded personal information, or obtain a copy by mail, whichever you prefer. The information must be reasonably described by you and reasonably locatable and retrievable by us. Any information we provide you will be in plain language.

The Company will disclose to you the identity, if recorded, of those persons to whom the insurance support organization has disclosed the personal information within two years prior to your request; if not recorded, the names of those institutions or persons to whom the information is normally disclosed.

We will provide you with a summary of the procedures by which you may request correction, amendment, or deletion of recorded personal information. You may request correction, amendment, or deletion of recorded personal information by submitting a written request to Assurant Solutions, Privacy Office, 8655 E. Via De Ventura, Suite E200, Scottsdale, AZ 85258. Any of the personal information provided to you will identify the source if it is an institutional source.

Your Rights to Correct, Amend, or Delete Recorded Personal Information

Within 30 business days of the receipt of a written request from you to correct, amend, or delete any personal information about you, the Company or insurance support organization shall either:

1. Correct, amend, or delete the portion of the recorded personal information in dispute;
2. Notify you of our refusal to correct, amend, or delete, the reasons for the refusal, and your right to file a statement if you disagree.

If the information is corrected, amended or deleted, the changes will be in writing and provided to you, any person who may have received the incorrect information within the preceding two years, any insurance-support organization that received the information within the preceding seven years, and any insurance support organization that furnished the personal information that has been corrected, amended or deleted.

If you disagree with the Company's or insurance support organization's refusal to correct, amend, or delete recorded personal information, you may file with the Company or insurance support organization a concise statement setting forth what you think is the correct, relevant, or fair information and a concise statement of the reasons why you disagree with the Company's or insurance support organization's refusal to correct, amend, or delete recorded personal information. Your response will be added to your file. We will file your statement with any disputed personal information and make it accessible so that anyone reviewing the information will be cognizant of your statement. Furthermore, your statement will be included with any subsequent disclosure.

If you would like additional information concerning this action, you have 180 days to submit a written request to: Assurant Solutions, Privacy Office, 8655 E. Via De Ventura, Suite E200, Scottsdale, AZ 85258.

Disclosure of personal or privileged information

We will not disclose any personal or privileged information about you in connection with this insurance transaction without your written authorization unless we provide you with a form or statement that:

- (1) is written in plain language;
- (2) is dated;
- (3) specifies the types of persons authorized to disclose information about you;
- (4) specifies the nature of the information authorized to be disclosed;
- (5) names the insurance company or agent to whom you are authorizing the information to be disclosed;
- (6) specifies the purpose(s) for which the information is collected;
- (7) specifies the length of time your authorization remains valid (not to exceed thirty (30) months from the date of authorization); and
- (8) states that you or any person authorized to act on your behalf is entitled to receive a copy of any authorization form or statement.

We will not disclose any personal or privileged information in connection with this insurance transaction, unless the disclosure is reasonably necessary and meets one of the following descriptions:

- (1) To enable an insurance company to perform a business, professional or insurance related function and such insurance company agrees not to disclose the information further without your written authorization unless the further disclosure (a) would be otherwise permitted by the Insurance Information and Privacy Protection Act; or (b) would be necessary for the insurance company to perform its function.
- (2) To enable the insurance company to (a) determine your eligibility for an insurance benefit or payment; or (b) detect or prevent criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with an insurance transaction.
- (3) To an insurance institution, agent, insurance-support organization, or self-insurer, provided the information disclosed is reasonably necessary and limited to (a) to detect or prevent criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with insurance transactions; or (b) for either the disclosing or receiving insurance institution, agent or insurance-support organization to perform its function in connection with an insurance transaction involving you.
- (4) To enable a medical-care institution or medical professional for the purpose of (a) verifying insurance coverage or benefits; (b) informing an individual of a medical problem of which the individual may not be aware; or (c) conducting an operations or services audit provided that the information is disclosed as is reasonably necessary.
- (5) To an insurance regulatory authority.
- (6) To a law enforcement or other governmental authority (a) to protect the interests of the insurance institution, agent or insurance-support organization in preventing or prosecuting the perpetration of fraud; or (b) if the insurance institution, agent or insurance-support organization reasonably believes that illegal activities have been conducted by the individual.
- (7) To an actuarial or research study, provided that (a) no individual may be identified in any actuarial or research report; (b) materials allowing the individual to be identified are returned or destroyed as soon as they are no longer needed; and (c) the actuarial or research organization agrees not to disclose the information unless the disclosure would be permitted by the Insurance Information and Privacy Protection Act if made by an insurance institution, agent, or insurance-support organization.
- (8) To a person whose only use of such information will be in connection with the marketing of a product or service, provided that (a) no medical-record information, privileged information, or personal information relating to an individual's character, personal habits, mode of living, or general reputation is disclosed, and no classification derived from such information is disclosed; (b) you have been given an opportunity to indicate that you do not want personal information disclosed for marketing purposes and have given no indication that you do not want the information disclosed; and (c) the person receiving such information agrees not to use it except in connection with the marketing of a product or service.
- (9) To an affiliate whose only use of the information will be in connection with an audit of the insurance institution or agent or the marketing of an insurance product or service, provided the affiliate agrees not to disclose the information for any other purpose or to unaffiliated persons.
- (10) To a group policyholder for the purpose of reporting claims experience or conducting an audit of the insurance institution's or agent's operations or services, provided the information disclosed is reasonably necessary for the group policyholder to conduct the review or audit.
- (11) To a professional peer review organization for the purpose of reviewing the service or conduct of a medical-care institution or medical professional.
- (12) To a certificate holder or policyholder for the purpose of providing information regarding the status of an insurance transaction.
- (13) To a lien holder, mortgagee, assignee, lessor, or other person shown on the records of an insurance institution or agent as having legal or beneficial interest in a policy of insurance. Medical-record information will not be disclosed unless the disclosure would otherwise be permitted by the Information and Privacy Protection Act. The information disclosed will also be limited to only reasonably necessary information to permit you to protect your interest in the policy. (Not applicable to Kansas, Montana, and Oregon residents)
- (14) To authorized personnel of the Division of Motor Vehicles; and to the Department of Environment, Health, and Natural Resources and if the information disclosed is immunization information described in G.S. 130A-154. (Applicable to North Carolina residents only).



ASSURANT
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Specialty
Property

Privacy Policy

You are a valued customer and we strive to meet your privacy concerns. We want to make sure your personal information is protected and that you understand the policies that protect you. There are several legal terms in our privacy policy that we are required to use. We've tried to provide easy-to-understand explanations of the most frequently used legal terms. You'll find the same terms used in many companies' privacy policies.

Assurant Solutions and Assurant Specialty Property companies and other insurers that operate under this Privacy Policy ("we") provide insurance, service contracts and membership products. Our products are offered on behalf of other companies and through our agents. These other companies may be banks; finance companies; retailers; utilities; automobile dealers; manufactured housing and mortgage companies. Those companies that qualify as financial institutions must give our Privacy Policy to you each year. If you have asked not to be solicited, that request is still in effect. You do not need to contact us again. This is not a solicitation. You do not need to respond.

This Privacy Policy gives you examples of the types of data we collect, use, share or disclose; and the kinds of companies with whom we may share such data. These examples serve only as illustrations; they should not be considered all of the data we may collect, use or share. Also, we will comply with state privacy laws that may apply to data about you. Below is our privacy pledge to you:

Our Privacy Principles:

- We do not sell your personal information.
- We do not share customer medical information with anyone within the Assurant Solutions or Assurant Specialty Property family of companies unless you expressly authorize the sharing, or it is permitted or required by law.
- We do not allow those with whom we do business to use our customer information for their own marketing purposes.
- We contractually require any person or business providing products or services on our behalf to safeguard our customer information.

Information We May Collect

Types of information we may collect and how we gather it:

- From you (or provided to us on your behalf), on applications and other forms you submit to us; for example: your name; address; telephone number; employer; and income.
- For your transactions with our companies or other nonaffiliated parties; for example: your name; address; telephone number; age; credit card use; insurance coverage; transaction history; claims history; and premiums.
- From consumer reporting agencies, public records and data collection agencies; for example: your obligations with others and your creditworthiness.
- From health care providers, such as doctors and hospitals; for example: your past or present health condition. Health data will be collected **only** if we need to find out if you are eligible for coverage, process claims, prevent fraud, as authorized by you or as the law may permit or require. NOTE: We collect health data **only** to manage a health-related product or service; for example: life or disability insurance, for which you applied.
- From you when you enroll, request a service, or file a claim on one of our websites; for example: your name, address, contract number, credit card issuer and account number, personal identification number, e-mail address, service contract and claim information.
- In some cases, from your visits to our Internet websites; for example: session number and user ID. By reviewing the legal notice, terms of use, site agreement or similar named link appearing on any of our websites that you visit you may learn of any "cookies" utilized by us and of any additional information that may be collected from you on that site.

Information We May Disclose or Share and with Whom

We may share customer information with other entities as needed to deliver products and services to you, provide customer service, or handle your account.

Disclosures Permitted by Law

We may share customer information as described above and as permitted by law.

Disclosures for Joint Marketing and Servicing

We may share customer information with persons or organizations inside or outside our family of companies that perform marketing services for us or with whom we have joint marketing agreements.

Information Regarding Former Customers

We treat the information of prospective and former customers in the same manner as existing customers with respect to the use of personal information.

Our Security Procedures

We restrict access to customer information to those employees whom we know have a valid business purpose to have access to such data. We maintain physical, electronic and procedural safeguards. We require those who provide services for us and to whom we provide your data to keep your information safeguarded and confidential.

Changes to this Privacy Policy

We reserve the right to change this Privacy Policy at any time. If we make material changes, we will provide current customers a new notice that describes our new practices and will post it on our Internet websites.

Notice of Insurance Information Practices

We may collect personal information from persons other than the individual or individuals proposed for coverage. Personal information as well as other personal or privileged information subsequently collected by us may in certain circumstances be disclosed to a third party without your authorization. You have the right to access and correct all personal information collected. A more complete Notice of Insurance Information Practices will be furnished to you upon request.

New Mexico and Vermont Residents

As required by state law, we will not share your financial or health data without your permission except as allowed by applicable New Mexico or Vermont law.

The following companies underwrite or market services under the Assurant Solutions or Assurant Specialty Property service marks or adhere to this Privacy Policy. We value our relationship with you. Should you have any questions about our Privacy Policy, please write to us at The Assurant Solutions/Assurant Specialty Property Privacy Office, Post Office Box 979047, Miami, FL 33197-9047 or e-mail us your question at theprivacyoffice@assurant.com.

Affiliates:

American Bankers General Agency, Inc.	Roadgard Motor Club, Inc.
American Bankers Insurance Company of Florida	Safeco Financial Institution Solutions, Inc.
American Bankers Life Assurance Company of Florida	Service Delivery Advantage, LLC
American Bankers Management Company, Inc.	Standard Guaranty Insurance Company
American Reliable Insurance Company	Sureway, Inc.
American Security Insurance Company	Time Insurance Company
Assurant Services of Puerto Rico, Inc.	Union Security Insurance Company
Caribbean American Life Assurance Company	Union Security Life Insurance Company of New York
Caribbean American Property Insurance Company	United Family Life Insurance Company
Consumer Assist Network Association, Inc.	United Service Protection, Inc.
Federal Warranty Service Corporation	United Service Protection Corporation
Insureco Agency	Voyager Indemnity Insurance Company
Insureco, Inc.	Voyager Property and Casualty Insurance Company
Insureco Services, Inc.	Voyager Service Programs, Inc.
National Insurance Agency	Voyager Service Warranties, Inc.
Reliable Lloyds Insurance Company	

Non-Affiliates:

Ranchers and Farmers Mutual Insurance Company	Southern County Mutual Insurance Company
Republic Lloyds	State and County Fire Mutual Insurance Company



ASSURANT
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Póliza de Privacidad

Usted es un cliente valioso y nos esforzamos en satisfacer sus inquietudes relacionadas con la seguridad de la información. Le garantizamos que su información personal está protegida y hacemos todo lo posible para que usted entienda las pólizas que lo protegen. Nuestra póliza de privacidad incluye varios términos legales que estamos obligados a utilizar; por ello hemos intentado proporcionar explicaciones fáciles de entender para los términos legales que se utilizan con más frecuencia. Usted encontrará estos mismos términos en las pólizas de privacidad de muchas compañías.

Las compañías Assurant Solutions, Assurant Specialty Property y otras aseguradoras que operan bajo los términos y condiciones de esta Póliza de Privacidad proporcionan contratos de servicios de seguro y productos para miembros. Nuestros productos se venden a través de nuestros agentes y otras compañías, entre las que se pueden mencionar bancos, instituciones financieras, agencias de venta al por menor, empresas de servicios públicos, agencias de venta de automóviles, casas manufacturadas y compañías hipotecarias. Nuestras compañías que califican como instituciones financieras deben proporcionarle a usted anualmente nuestra póliza de privacidad. La confianza de usted como cliente es nuestro más valioso activo. Si usted pidió que no se le hiciera ofertas de servicios, dicha solicitud aún continúa vigente y no necesita comunicarse con nosotros nuevamente. Esto no es una solicitud de compra. Usted no necesita reponernos.

Esta Póliza de Privacidad le brinda ejemplos del tipo de información que recopilamos, obtenemos, compartimos y divulgamos; y los tipos de compañías con las que compartimos esa información. Los ejemplos sirven únicamente a modo de ilustración y no deberán considerarse como la única información que reunimos, utilizamos o compartimos. Además, usted puede disfrutar de otro tipo de protección de privacidad bajo algunas leyes estatales. De ser así, cumpliremos cualquier ley estatal que pueda ser válida en lo referente a su información.

Nuestros principios de privacidad:

- No comercializamos su información personal.
- No compartimos la información médica del cliente con ninguna institución dentro de la familia de Assurant Solutions o Assurant Specialty Property a menos que usted lo autorice expresamente, o lo permita o exija la ley.
- No permitimos que aquellas personas con las que mantenemos relaciones comerciales utilicen la información personal de nuestros clientes para sus propios fines de comercialización.
- Cualquier persona o empresa que realice operaciones de suministro de productos o servicios en nombre nuestro está obligada mediante un contrato a salvaguardar la información personal de nuestros clientes.

Información que podemos recopilar

Esta es la información que podemos recopilar y la manera de hacerlo:

- La información que recibimos de usted directamente (o que se nos entregue a nombre suyo) que pueda aparecer en las planillas de solicitud u otros formularios que usted nos envíe, tales como: su nombre, dirección, número de teléfono, empleador e ingresos.
- La información sobre las transacciones que usted mantiene con nuestras compañías u otras firmas no afiliadas, tales como su nombre, dirección, número de teléfono, edad, utilización de tarjeta de crédito, cobertura de seguro, historial de las transacciones, historial de reclamaciones y las primas.
- Los datos de las agencias de información sobre consumidores, registros públicos y agencias de recopilación de información; algunos de estos datos pueden ser de su obligación para con otras partes y su capacidad crediticia.
- La información de proveedores de servicios médicos, tales como doctores y hospitales, para determinar su condición médica pasada o actual. La información médica se obtendrá **solamente** para determinar si usted es elegible para la cobertura, procesar las reclamaciones y evitar el fraude, siempre que usted así lo autorice y las leyes así lo permitan o exijan. **SÍRVASE NOTAR** que nosotros recopilamos información médica **únicamente** para administrar un producto o servicio, por ejemplo, un seguro de vida o por incapacidad que usted haya solicitado.
- La información que recibimos de usted cuando se inscribe, solicita un servicio o presenta una reclamación en una de nuestras páginas de la Internet como, por ejemplo, su nombre, dirección, número de contrato, número de la tarjeta de crédito y nombre de la institución que la emitió, número de identificación personal, correo electrónico, información sobre el contrato de servicio y datos sobre reclamaciones.
- En algunos casos la información relacionada con las visitas que usted realiza a nuestras páginas de la Internet puede incluir el número de la sesión y el número de identificación del cliente. Es probable que, al leer la notificación legal, los términos del uso, el acuerdo de la página de Internet o cualquier otro enlace similar que aparezca en cualquiera de nuestras páginas electrónicas, usted se entere del uso de cualquier "cookie" por parte nuestra.

Información que podemos divulgar o compartir y a quién

Podemos compartir información con otros a fin de hacerle llegar productos y servicios a usted, proveerle servicio de atención al cliente o administrar su cuenta.

Divulgaciones permitida por ley

Podemos compartir toda la información que obtengamos como se describe anteriormente y según lo permita la ley.

Divulgación de la información para el mercadeo y servicios conjuntos

Podemos compartir la información personal sobre los clientes con personas u organizaciones dentro y fuera de nuestras compañías afiliadas que ofrecen servicios de mercadeo en nuestro nombre o con las que mantenemos acuerdos de comercialización conjunta.

Información sobre antiguos clientes

La información de los clientes, tanto futuros como antiguos, se manipula de la misma manera que la información sobre los clientes existentes en lo que respecta al uso de la información personal sobre el cliente.

Nuestros procedimientos de seguridad

Nosotros restringimos el acceso a la información sobre usted a aquellos empleados que sabemos que tienen un propósito comercial válido de obtener su información. Mantenemos en vigor técnicas de seguridad física, electrónica y de procedimientos. Le exigimos a aquellas personas o instituciones que nos ofrecen sus servicios y que a la vez les proporcionamos información sobre usted que cumplan las mismas restricciones de seguridad.

Cambios a esta Póliza de Privacidad

Nos reservamos el derecho de cambiar esta Póliza de Privacidad en cualquier momento. Si realizáramos cambios sustanciales, le proporcionaremos a nuestros clientes actuales una nueva notificación que describa nuestras nuevas prácticas, además de publicarla en nuestras páginas de la Internet.

Notificación sobre prácticas de información sobre seguro

Podemos recopilar información personal por medio de personas, que no sea(n) el(los) individuo(s) propuesto(s) para la cobertura. La información personal, así como cualquier otro dato de índole personal o privilegiado que hayamos recopilado bajo determinadas circunstancias, se le puede divulgar a terceras partes sin su autorización. Usted tiene derecho a verificar y corregir toda la información personal que hayamos recopilado sobre usted. Se le enviará una Notificación sobre Prácticas de Información sobre Seguro más detallada si así usted lo solicita.

Residentes de Nuevo México y Vermont

Según lo establecen las leyes estatales, nosotros no compartiremos la información financiera o médica sobre usted sin su consentimiento, salvo lo establecido por las leyes de Nuevo México y Vermont.

Las siguientes compañías aseguran o comercializan servicios bajo la marca de servicios de Assurant Solutions o Assurant Specialty Property o se adhieren a esta Póliza de Privacidad. Nosotros valoramos nuestra relación con usted. Si usted tiene alguna pregunta sobre la Póliza de Privacidad, sírvase escribirnos a la siguiente dirección: Assurant Solutions/Assurant Specialty Property Privacy Office, Post Office Box 979047, Miami, FL, 33197-9047 ó envíenos la pregunta vía correo electrónico a la dirección theprivacyoffice@assurant.com.

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American Bankers Insurance Company of Florida
American Bankers Life Assurance Company of Florida
American Bankers Management Company, Inc.
American Reliable Insurance Company
American Security Insurance Company
Assurant Services of Puerto Rico, Inc.
Caribbean American Life Assurance Company
Caribbean American Property Insurance Company
Consumer Assist Network Association, Inc.
Federal Warranty Service Corporation
Insureco Agency
Insureco, Inc.
Insureco Services, Inc.
National Insurance Agency
Reliable Lloyds Insurance Company

Roadgard Motor Club, Inc.
Safeco Financial Institution Solutions, Inc.
Service Delivery Advantage, LLC
Standard Guaranty Insurance Company
Sureway, Inc.
Time Insurance Company
Union Security Insurance Company
Union Security Life Insurance Company of New York
United Family Life Insurance Company
United Service Protection, Inc.
United Service Protection Corporation
Voyager Indemnity Insurance Company
Voyager Property and Casualty Insurance Company
Voyager Service Programs, Inc.
Voyager Service Warranties, Inc.

No Afiliadas:

Ranchers and Farmers Mutual Insurance Company
Republic Lloyds

Southern County Mutual Insurance Company
State and County Fire Mutual Insurance Company