

American Reliable
Insurance Company

**FAMILY COMBINATION AUTOMOBILE
INSURANCE POLICY**

**American Reliable Insurance Company
Scottsdale, Arizona 85258**

A1001P0902

American Reliable Insurance Company, herein called the company

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to all of the terms of this policy:

PART I – LIABILITY

Coverage A - Bodily Injury Liability;

Coverage B - Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of:

- A. bodily injury, sickness or disease, including death resulting therefrom, hereinafter called “bodily injury,” sustained by any person;
- B. injury to or destruction of property, including loss of use thereof, hereinafter called “property damage”;

arising out of the ownership, maintenance or use of the owned automobile or any non-owned automobile, and the company shall defend any suit alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as if it deems expedient.

Supplementary Payments

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

- (a) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company’s liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of an automobile insured hereunder, not to exceed \$100 per bail bond, but without any obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of an accident involving an automobile insured hereunder and not due to war;
- (d) all reasonable expenses, other than loss of earnings, incurred by the insured at the company’s request.

Persons Insured

The following are insureds under Part I:

- (a) With respect to the owned automobile,
 - (1) the named insured and any resident of the same household,
 - (2) any other person using such automobile, provided the actual use thereof is with the permission of the named insured;
- (b) With respect to a non-owned automobile;
 - (1) the named insured,
 - (2) any relative, but only with respect to a private passenger automobile or trailer, provided the actual use thereof is with the permission of the owner;
- (c) Any other person or organization legally responsible for the use of
 - (1) an owned automobile, or
 - (2) a non-owned automobile, if such automobile is not owned or hired by such person or organization, provided the actual use thereof is by a person who is an insured under (a) or (b) above with respect to such owned automobile or non-owned automobile.

The insurance afforded under Part I applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

Definitions

Under Part I:

“named insured” means the individual named in Item 1 of the declarations and also includes his spouse, if a resident of the same household;

“Insured” means a person or organization described under “Persons Insured”;

“relative” means a relative of the named insured who is a resident of the same household;

“owned automobile” means a private passenger, farm or utility automobile or trailer owned by the named insured, and includes a temporary substitute automobile;

“temporary substitute automobile” means any automobile or trailer, not owned by the named insured, while temporarily used as a substitute for the owned automobile or trailer when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

“non-owned automobile” means an automobile or trailer not owned by or furnished for the regular use of either the named insured or any relative, other than a temporary substitute automobile;

“private passenger automobile” means a four wheel private passenger, station wagon or jeep type automobile;

“farm automobile” means an automobile of the truck type with a load capacity of fifteen hundred pounds or less not used for business or commercial purposes other than farming;

“utility automobile” means an automobile, other than a farm automobile, with a load capacity of fifteen hundred pounds or less of the pick-up body, sedan delivery or panel truck type not used for business or commercial purposes;

“trailer” means a trailer designed for use with a private passenger automobile, if not being used for business or commercial purposes with other than a private passenger, farm or utility automobile or a farm wagon or farm implement while used with a farm automobile;

“automobile business” means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

“use” of an automobile includes the loading and unloading thereof;

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

Exclusions

This policy does not apply under Part I:

- (a) to any automobile while used as a public or livery conveyance, but this exclusion does not apply to the named insured with respect to bodily injury or property damage which results from the named insured’s occupancy of a non-owned automobile other than as the operator thereof;
- (b) to bodily injury or property damage caused intentionally by or at the direction of the insured;
- (c) to bodily injury or property damage with respect to which an insured under this policy is also an insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the occurrence resulting in such bodily injury or property damage; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract has terminated upon exhaustion of its limit of liability;
- (d) to bodily injury or property damage arising out of the operation of farm machinery;
- (e) to bodily injury to any employee of the insured arising out of and in the course of (1) domestic employment by the insured, if benefits therefor are in whole or in part either payable or required to be provided under any workmen’s compensation law, or (2) other employment by the insured;
- (f) to bodily injury to any fellow employee of the insured injured in the course of his employment if such injury arises out of the use of an automobile in the business of his employer, but this exclusion does not apply to the named insured with respect to injury sustained by any such fellow employee;
- (g) to an owned automobile while used in the automobile business, but this exclusion does not apply to the named insured, a resident of the same household as the named insured, a partnership in which the named insured or such resident is a partner, or any partner, agent or employee of the named insured, such resident or partnership;

- (h) to a non-owned automobile while used (1) in the automobile business by the insured or (2) in any other business or occupation of the insured except a private passenger automobile operated or occupied by the named insured or by his private chauffeur or domestic servant, or a trailer used therewith or with an owned automobile;
- (i) to injury to or destruction of (1) property owned or transported by the insured or (2) property rented to or in charge of the insured other than a residence or private garage.

Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under this provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

Limits of Liability

The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damages arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

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

Other Insurance

If the insured has other insurance against a loss covered by Part I of this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, the insurance with respect to a temporary substitute automobile or non-owned automobile shall be excess insurance over any other valid and collectible insurance.

PART II - EXPENSES FOR MEDICAL SERVICES

Coverage C - Medical Payments

To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services:

Division 1. To or for the named insured and each relative who sustains bodily injury, sickness or disease, including death resulting there from, hereinafter called "bodily injury," caused by the accident, while occupying or through being struck by an automobile;

Division 2. To or for any other person who sustains bodily injury, caused by accident, while occupying;

- (a) the owned automobile, while being used by the named insured, by any resident of the same household or by any other person with the permission of the named insured;
- (b) a non-owned automobile, if the bodily injury results from (1) its operation or occupancy by the named insured or its operation on his behalf by his private chauffeur or domestic servant or (2) its operation or occupancy by a relative, provided it is a private passenger automobile or trailer.

Definitions

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

“occupying” means in or upon or entering into or alighting from;

“an automobile” includes a trailer of any type.

Exclusions

This policy does not apply under Part II to bodily injury:

- (a) sustained while occupying (1) an owned automobile while used as a public or livery conveyance, or (2) any vehicle while located for use as a residence or premises;
- (b) sustained by the named insured or a relative (1) while occupying an automobile owned by or furnished for the regular use of either the named insured or any relative, other than an automobile defined herein as an “owned automobile,” or (2) while occupying or through being struck by (i) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, or (ii) a vehicle operated on rails or crawler-treads;
- (c) sustained by any person other than the named insured or a relative, resulting from use of (1) a non-owned automobile in the automobile business or as a public or livery conveyance, or (2) a non-owned automobile in any other business or occupation, except operation or occupancy of a private passenger automobile by the named insured or by his private chauffeur or domestic servant or of a trailer used therewith or with an owned automobile;
- (d) sustained by any person who is employed in the automobile business, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen’s compensation law;
- (e) due to war.

Limit of Liability

The limit of liability for medical payments stated in the declarations as applicable to “each person” is the limit of the company’s liability for all expenses incurred by or on behalf of each person who sustains bodily injury as the result of any one accident.

Other Insurance

If there is other automobile medical payments insurance against a loss covered under Part II of this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible automobile medical payments insurance; provided, however, the insurance with respect to a temporary substitute automobile or non-owned automobile shall be excess insurance over any other valid and collectible automobile medical payments insurance.

PART III - PHYSICAL DAMAGE

Coverage D (1)-Comprehensive (excluding Collision) (2)-Personal Effects

- (1) To pay for loss caused other than by collision to the owned automobile or to a non-owned automobile. For the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion shall not be deemed to be loss caused by collision.
- (2) To pay for loss caused by fire or lightning to robes, wearing apparel and other personal effects which are the property of the named insured or a relative, while such effects are in or upon the owned automobile.

Coverage E - Collision

To pay for loss caused by collision to the owned automobile or to a non-owned automobile but only for the amount of each such loss in excess of the deductible amount stated in the declarations as applicable hereto.

Coverage F - Fire, Lightning and Transportation

To pay for loss to the owned automobile or a non-owned automobile, caused (a) by fire or lightning, (b) by smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, or (c) by the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported.

Coverage G - Theft

To pay for loss to the owned automobile or to a non-owned automobile caused by theft or larceny.

Coverage H - Combined Additional Coverage

To pay for loss to the owned automobile or a non-owned automobile caused by windstorm, hail, earthquake, explosion, riot or civil commotion, or the forced landing or falling of any aircraft or its parts or equipment, flood or rising waters, malicious mischief or vandalism, external discharge or leakage of water except loss resulting from rain, snow or sleet whether or not wind-driven; provided, with respect to each automobile \$25 shall be deducted from each loss caused by malicious mischief or vandalism.

Coverage I - Towing and Labor Costs

To pay for towing and labor costs necessitated by the disablement of the owned automobile or of any non-owned automobile, provided the labor is performed at the place of disablement.

Supplementary Payments

In addition to the applicable limit of liability;

- (a) to reimburse the insured for transportation expenses incurred during the period commencing 48 hours after a theft covered by this policy of the entire automobile has been reported to the company and the police and terminating when the automobile is returned to use or the company pays for the loss; provided that the company shall not be obligated to pay aggregate expenses in excess of \$10 per day or totaling more than \$300.
- (b) to pay general average and salvage charges for which the insured becomes legally liable, as to the automobile being transported.

Definitions

The definitions of “named insured,” “relative,” “owned automobile,” “temporary substitute automobile,” “private passenger automobile,” “farm automobile,” “utility automobile,” “automobile business” and “war” in Part I apply to Part III and under Part III:

“insured” means (a) with respect to the owned automobile (1) the named insured and (2) any person or organization, other than a person or organization engaged in the automobile business or as a carrier or other bailee for hire, maintaining, using or having custody of said automobile with the permission of the named insured; (b) with respect to a non-owned automobile, the named insured and any relative provided the actual use thereof is with the permission of the owner;

“non-owned automobile” means a private passenger automobile or trailer not owned by or furnished for the regular use of either the named insured or any relative, other than a temporary substitute automobile, while said automobile or trailer is in the possession or custody of the insured or is being operated by him;

“loss” means direct and accidental loss of or damage to (a) the automobile, including its equipment, or (b) other insured property;

“collision” means collision of an automobile covered by this policy with another object or with a vehicle to which it is attached or by upset of such automobile;

“trailer” means a trailer designed for use with a private passenger automobile, if not being used for business or commercial purposes with other than a private passenger, farm or utility automobile, and if not a home, office, store, display or passenger trailer.

Exclusions

This policy does not apply under Part III:

- (a) to any automobile while used as a public or livery conveyance;
- (b) to loss due to war;
- (c) to loss to a non-owned automobile arising out of its use by the insured in the automobile business;
- (d) to loss to a private passenger, farm or utility automobile or trailer owned by the named insured and not described in this policy or to any temporary substitute automobile therefor, if the insured has other valid and collective insurance against such loss;
- (e) to damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by this policy;

- (f) to tires, unless damaged by fire, malicious mischief or vandalism, or stolen or unless the loss be coincident with and from the same cause as other loss covered by this policy;
- (g) to loss due to radioactive contamination;
- (h) under coverage E, to breakage of glass if insurance with respect to such breakage is otherwise afforded.

Limit of Liability

The limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality, not, with respect to an owned automobile described in this policy, the applicable limit of liability stated in the declarations; provided, however, the limit of the company's liability (a) for loss to personal effects arising out of any one occurrence is \$100, and (b) for loss to any trailer not owned by the named insured is \$500.

Other Insurance

If the insured has other insurance against a loss covered by Part III of this policy, the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability of this policy bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, the insurance with respect to a temporary substitute automobile or non-owned automobile shall be excess insurance over any other valid and collectible insurance.

PART IV - PROTECTION AGAINST UNINSURED MOTORISTS

Coverage J - Uninsured Motorists (Damages for Bodily Injury)

To pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury," sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

Definitions

The definitions under Part I, except the definition of "insured," apply to Part IV, and under Part IV:

"insured" means

- (a) the named insured and any relative;
- (b) any other person while occupying an insured automobile; and
- (c) any person with respect to damages he is entitled to recover for care or loss of services because of bodily injury to which this coverage applies.

The insurance afforded under Part IV applies separately to each insured, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

“insured automobile” includes a trailer as defined under Part I and means:

- (a) an owned automobile provided the use thereof is by or with the permission of the named insured,
or
- (b) any automobile not owned by the named insured while being operated by the named insured;

but the term “insured automobile” shall not include:

- (1) any automobile or trailer owned by a resident of the same household as the named insured, or
- (2) any automobile while used as a public or livery conveyance.

“uninsured automobile” includes a trailer of any type and means:

- (a) any automobile with respect to the ownership, maintenance or use of which there is no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or
- (b) a hit-and-run automobile;

but the term “uninsured automobile” shall not include:

- (1) an automobile defined under Part IV as an “insured automobile”;
- (2) an automobile or trailer owned by the named insured or by any resident of the same household;
- (3) an automobile or trailer owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (4) an automobile or trailer owned by the United States of America, Canada, a state, or political subdivision of any such government or an agency of any of the foregoing;
- (5) a land motor vehicle or trailer, if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle; or
- (6) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

“hit-and-run automobile” means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (a) there cannot be ascertained the identity of either the operator or the owner of such “hit-and-run automobile”; (b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (c) at the company’s request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

“occupying” means in or upon or entering into or alighting from,

“state” includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

Exclusions

This policy does not apply under Part IV:

- (a) to bodily injury to an insured while occupying an automobile owned by the named insured and principally garaged in a state which has not authorized the issuance of this coverage;
- (b) to bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, his legal representative or any person entitled to payment under this coverage shall, without written consent of the company, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor;
- (c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

Limits of Liability

- (a) The limit of liability for uninsured motorist coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting each person, the limit of liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident.
- (b) If claim is made under this Part and claim is also made against any person insured under Part I because of bodily injury sustained in an accident by a person who is an insured under this Part:
 - (1) any payment made under this Part to or for any such person shall be applied in reduction of any amount which he may be entitled to recover from any person insured under coverage A; and
 - (2) any payment made under coverage A to or for any such person shall be applied in reduction of any amount which he may be entitled to recover under this Part.
- (c) Any loss payable under the terms of this Part to or for any person shall be reduced by the amount paid and the present value of all amounts payable to him under any workmen's compensation law, exclusive of non-occupational disability benefits.

Other Insurance

With respect to bodily injury to an insured while occupying an automobile not owned by the named insured the insurance hereunder shall apply only as excess insurance over any other similar insurance available to such occupant, and this insurance shall then apply only in the amount by which the applicable limit of liability of this Part exceeds the sum of the applicable limits of liability of all such other insurance.

With respect to bodily injury to an insured while occupying or through being struck by an uninsured automobile, if such insured is a named insured under other similar insurance available to him, then the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable under this Part for a greater proportion of the applicable limit of liability of this Part than such limit bears to the sum of the applicable limits of liability of this insurance and such other insurance.

Subject to the foregoing paragraphs, if the insured has other similar insurance available to him against a loss covered by this Part, the company shall not be liable under this part for a greater proportion of such loss than the applicable limit of liability hereunder bears to the total applicable limits of liability of all valid and collectible insurance against such loss.

Arbitration

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this Part, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this Part.

Trust Agreement

In the event of payment to any person under this Part:

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

CONDITIONS

**Conditions 1, 2, 3, 6, 14, 15, 16 and 17 apply to all Parts.
Conditions 4 and 5, and 7 through 13, apply only to the Parts noted there under.**

1. Policy Period, Territory

This policy applies only to accidents, occurrences and loss during the policy period while the automobile is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof.

2. Premium

If the named insured disposes of, acquires ownership of or replaces a private passenger, farm or utility automobile or, with respect to Part III, a trailer, he shall inform the company during the policy period of such change. Any premium adjustment necessary shall be made as of the date of such change in accordance with the manuals in use by the company. The named insured shall, upon request, furnish reasonable proof of the number of such automobiles or trailers and a description thereof.

3. Notice

In the event of an accident, occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. In the event of theft the insured shall also promptly notify the police. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

If, before the company makes payment of loss under Part IV, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and compliant or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

4. Two or More Automobiles - Parts I, II and III

When two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each, but an automobile and a trailer attached thereto shall be held to be one automobile as respects limits of liability under Part I of this policy, and separate automobiles under Part III of this policy, including any deductible provisions applicable thereto.

5. Assistance and Cooperation of the Insured - Parts I, III and IV

The insured shall cooperate with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

6. Action Against Company - Part I

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

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, no shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Parts II, III and IV

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor, under Part III, until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

7. Medical Reports: Proof and Payment of Claim - Part II

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

8. Insured's Duties in Event of Loss - Part III

In the event of loss the insured shall:

- (a) protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;
- (b) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property and submit to examination under oath.

9. Proof of Claim: Medical Reports - Part IV

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

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

10. Appraisal - Part III

If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

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

11. Payment of Loss - Part III

The company may pay for the loss in money; or may repair or replace the damaged or stolen property; or may, at any time before the loss is paid or the property is so replaced, at its expense return any stolen property to the named insured, or at its option to the address shown in the declarations, with payment for any resultant damage thereto; and may take all or such part of the property at the agreed or appraised value but there shall be no abandonment to the company. The company may settle any claim for loss either with the insured or the owner of the property.

Part IV

Any amount due is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents, provided, the company may at its option pay any amount due in accordance with division (d) hereof.

12. No Benefit to Bailee - Part III

The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire liable for loss to the automobile.

13. Subrogation - Parts 1 and III

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from ascertaining any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

15. Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the insured named in Item 1 of the declarations or his spouse if a resident of the same household shall die, this policy shall cover (1) the survivor as named insured, (2) his legal representative as named insured but only while acting within the scope of his duties as such, (3) any person having proper temporary custody of an owned automobile, as an insured, until the appointment and qualification of such legal representative, and (4) under division 1 of Part II any person who was a relative at the time of such death.

16. Cancellation

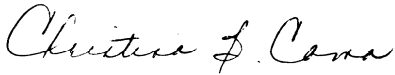
This policy may be canceled by the insured named in Item 1 of the declarations by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the insured named in Item 1 of the declarations at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by such insured or by the company shall be equivalent to mailing.

If such insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

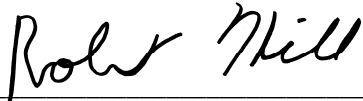
17. Declarations

By acceptance of this policy, the insured named in Item 1 of the declarations agrees that the statement in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

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.



Secretary



President

AMERICAN RELIABLE INSURANCE COMPANY

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

AUTOMOBILE

FAMILY COMBINATION

This endorsement, effective _____, form a part of policy No. _____
(12:01 A.M., standard time)

issued to

by


Authorized Representative

A 689j

UNINSURED MOTORISTS INSURANCE (Virginia)

In consideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the company agrees with the named insured as follows:

SCHEDULE LIMIT OF LIABILITY

Split Limits

Bodily Injury	\$	each person
	\$	each accident
Property Damage	\$	each accident

Single Limits

Bodily Injury and Property Damage	\$	each accident provided such limit shall first be:
	Bodily Injury	\$ each person
		\$ each accident
	Property Damage	\$ each accident

I. UNINSURED MOTORISTS COVERAGE

(Damages for Bodily Injury and Property Damage)

The company will pay in accordance with Section 38.2-2206 of the Code of Virginia and all Acts amendatory thereof or supplementary thereto, all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by the insured or property damage, caused by accident and arising out of the ownership, maintenance or use of such uninsured motor vehicle.

EXCLUSIONS

This insurance does not apply:

- to bodily injury or property damage with respect to which the insured or his legal representative shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefore;
- to the first two hundred dollars of the total amount of all property damage as the result of any one accident. This exclusion does not apply if the owner or operator of the uninsured motor vehicle causing the damage can be identified;
- so as to inure directly or indirectly to the benefit of any insurer of property.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- the named insured and, while residents of the same household, the spouse insured, and relatives, wards or foster children of either;
- any other person while occupying an insured motor vehicle; and
- any person, with respect to damage he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

This insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage, or (4) motor vehicles to which this insurance applies,

- If the schedule or declarations indicates split limits of liability, the limit of liability for bodily injury stated as applicable to "each person" is the limit of the company's liability for all damages because bodily injury sustained by one person as the result of any one accident and, subject

to the above provision respecting "each person" the limit of liability for bodily injury stated as applicable to "each accident," is the total limit of liability for property damage stated as applicable to "each accident" is the total limit of the company's liability for all damages because of property damage to all property of one or more insureds as the result of any one accident.

- (b) If the schedule or declarations indicates a single limit of liability, the limit of liability stated as applicable to "each accident" is the total limit of the company's liability for all damages as the result of any one accident; provided such limit of liability shall first provide the separate limits required by the Virginia Motor Vehicle Safety Responsibility Act as stated in the schedule or declarations.
- (c) The company shall not be obligated to make any payment because of bodily injury or property damage to which this insurance applies and which arises out of the ownership, maintenance or use of an underinsured motor vehicle until after the limits of liability under all bodily injury and property damage liability bonds or insurance policies respectively applicable at the time of the accident to damages because of bodily injury or because of property damage have been exhausted by payment of judgments or settlements.

If an injured person is entitled to underinsured motorist coverage under more than one policy, the following order of priority of policies applies and any amount available for payment shall be credited against such policies in the following order of priority:

1. The policy covering a motor vehicle occupied by the injured person at the time of the accident;
2. The policy covering a motor vehicle not involved in the accident under which the injured person is a named insured;
3. The policy covering a motor vehicle not involved in the accident under which the injured person is an insured other than a named insured.

Where there is more than one insurer providing coverage under one of the payment priorities set forth, their liability shall be proportioned as to the respective underinsured motorist coverages.

- (d) Any amount payable under this insurance because of bodily injury or property damage sustained in an accident by a person who is an insured under this insurance shall be reduced by all sums paid because of such bodily injury or property damage by or on behalf of the owner or operator of an uninsured motor vehicle.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

V. DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"Available for payment" means the amount of liability insurance coverage applicable to the claim of the injured person for bodily injury or property damage reduced by the payment of any other claims arising out of the same occurrence;

"Bodily injury" means bodily injury, sickness or disease, including death, sustained by a person who is an insured under (a) or (b) of the Persons Insured provision;

"Hit-and-run vehicle" means a motor vehicle which causes an accident resulting in bodily injury to an insured or property damage, provided:

- (a) there cannot be ascertained the identity of either the operator or owner of such motor vehicle; and
- (b) the insured or someone on his behalf shall have reported the accident promptly to either the company, or a law enforcement officer.

"Insured motor vehicle" means a motor vehicle registered in Virginia with respect to which the bodily injury and property damage liability coverage of the policy applies but shall not include a vehicle while being used without the permission of the owner;

"Motor vehicle" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"Named insured" means the person named in the declarations of this policy and includes the spouse if a resident of the same household;

"Occupying" means in or upon, or entering into or alighting from;

"Property damage" means injury to or destruction of (1) an insured motor vehicle owned by the named insured or his spouse, is a resident of the same household and the contents of such motor vehicle, and (2) any other property (except a motor vehicle) owned by an insured and located in Virginia;

"Relative" means a person related to the named insured by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household;

"Uninsured motor vehicle" means:

- (a) a motor vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified in the Virginia Motor Vehicle Safety Responsibility Act, neither (i) cash or securities on file with the Virginia Commissioner of Motor Vehicles nor (ii) a bodily injury and property damage liability bond or insurance policy, applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is such a bond or insurance policy applicable at the time of the accident but the company writing the same is or becomes insolvent or denies coverage thereunder; or
- (b) a motor vehicle for which the owner or operator of the motor vehicle is immune from liability for negligence under the laws of the Commonwealth of Virginia or the United States, or
- (c) a hit-and-run motor vehicle as defined; or
- (d) an uninsured motor vehicle.

A motor vehicle is underinsured when, and to the extent that, the total amount of bodily injury and property damage coverage applicable to the operation or use of the motor vehicle and available for payment for such bodily injury or property damage, including all bonds or deposits of money or securities made pursuant to Article 15 of Chapter 3 of Title 46.2 of the Code of Virginia (Section 46.2-435 et. seq.), is less than the total amount of uninsured motorist

coverage afforded any person injured as a result of the operation or use of the vehicle.

evidence that there was a hit-and-run vehicle involved in the accident.

VI. CONDITIONS

A. Policy Provisions

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice," "Insured's Duties in the Event of Loss," "Subrogation," "Changes," "Assignment," "Cancellation" and "Declarations."

B. Premium

If during the policy period the number of insured motor vehicles owned by the named insured or spouse and registered in Virginia changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim; Medical Reports; Proof of Loss

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment and other details entering into the determination of the amount payable hereunder. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

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

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty day after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the company's request, the insured shall exhibit the damaged property to the company.

With respect to claims alleged to have arisen out of the ownership, maintenance or use of a hit-and-run vehicle if the insured has not obtained a judgment against John Doe, the liability of the uninsured motorists may be established, as between the insured and the company, by filing with the company within a reasonable time after the accident a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, setting forth the facts in support thereof, and shall present clear and convincing

D. Notice of Legal Action

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury or property damage against any person or organization legally involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

E. Other Insurance

With respect to bodily injury to an insured while occupying a motor vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance.

Except as provided in the foregoing paragraph, if the insured has other similar bodily injury insurance available to him and applicable to the accident, the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance. This paragraph does not apply to the underinsured motorists coverage afforded by this endorsement.

With respect to property damage, this insurance shall apply only as excess insurance over any other valid and collectible insurance of any kind applicable to such property damage.

With respect to an accident wherein an employee of a self-insured employer receives a worker's compensation award for injuries resulting from an accident with an uninsured motor vehicle, such award shall be set off against any judgment for damages awarded for personal injuries resulting from such accident.

F. Payment of Loss by the Company

Any amount due hereunder is payable

- (a) to the insured, or
- (b) if the insured is a minor to his parent or guardian, or
- (c) if the insured is deceased to his surviving spouse, otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

G. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured motor vehicle or a hit-and-run vehicle.

**AMERICAN RELIABLE INSURANCE COMPANY
VIRGINIA AMENDATORY ENDORSEMENT –
FAMILY COMBINATION AUTO POLICY**

It is agreed that:

PART I

1. The first paragraph of "Persons Insured" is amended to read:

Persons Insured

The following are insureds under Part I:

- (a) with respect to the owned automobile,
- (1) the named insured and any resident of the same household,
 - (2) any other person using such automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, and
 - (3) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a) (1) or (2) above;
- (b) with respect to a non-owned automobile,
- (1) the named insured,
 - (2) any relative, but only with respect to a private passenger automobile or trailer, provided his actual operation or (if he is not operating) the other actual use thereof is with the permission, or reasonably believed to be with the permission, of the owner and is within the scope of such permission, and
 - (3) any other person or organization not owning or hiring the automobile, but only with respect to his or its liability because of acts or omissions of an insured under (b) (1) or (2) above.

The insurance afforded under Part I applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the "each occurrence" limit of the company's liability.

2. The definition of "owned automobile" is amended to read:

"owned automobile" means

- (a) a private passenger, farm or utility automobile described in this policy for which a specific premium charge indicates that coverage is afforded,
- (b) a trailer owned by the named insured,
- (c) a private passenger, farm or utility automobile ownership of which is acquired by the named insured during the policy period, provided
- (1) it replaces an owned automobile as defined in (a) above, or
 - (2) the company insures all private passenger, farm and utility automobiles owned by the named insured on the date of such acquisition and the named insured notifies the company during the policy period or within 30 days after the date of such acquisition of his election to make this and no other policy issued by the company applicable to such automobile, or

(d) a temporary substitute automobile;

3. The definition of "temporary substitute automobile" is amended to read:

"temporary substitute automobile" means any automobile or trailer, not owned by the named insured, while temporarily used with the permission of the owner as a substitute for the owned automobile or trailer when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

4. The definition of "farm automobile" is amended to read:

"farm automobile" means an automobile of the truck type not used for business or commercial purposes other than farming;

5. The definition of "utility automobile" is amended to read:

"utility automobile" means an automobile, other than a farm automobile, of the pick-up body, sedan delivery or panel truck type not used for business or commercial purposes;

6. Exclusion (g) and (h) are amended and a new exclusion is added to read:

(This policy does not apply under Part I:)

(g) to any automobile or trailer while maintained or used by any person while such person is employed or otherwise engaged in the automobile business to the extent that the limits of liability for this policy exceed the limits of liability required by the Virginia financial responsibility law, but this exclusion (g) does not apply to the maintenance or use of an owned automobile by

- (1) the named insured; or
- (2) directors, stockholders, partners, agents or employees of the named insured; or
- (3) a resident of the same household as a person described in (1) or (2) above.

(h) to a non-owned automobile while maintained or used by any person while such person is employed or otherwise engaged in any business or occupation of the insured, except the automobile business, but this exclusion (h) does not apply to a private passenger automobile operated or occupied by the named insured or by his private chauffeur or domestic servant, or a trailer used therewith or with an owned automobile.

(i) to the ownership, maintenance, operation, use, loading or unloading of an automobile ownership of which is acquired by the named insured during the policy period or any temporary substitute automobile therefore, if the named insured has purchased other automobile liability insurance applicable to such automobile for which a specific charge has been made.

PART II

The Expenses for Medical Services portion of the policy is deleted in its entirety and replaced by the following:

When a specific premium charge is shown in the declarations for Section I and/or Section II, the company agrees with the named

insured, subject to all the provisions of the policy except as modified herein, as follows:

Section I

Medical Expense Benefits

The company will pay, in accordance with Sections 38.2-2201 or 46.2-465 of the Code of Virginia, each injured person, medical expense benefits as a result of bodily injury caused by accident and arising out of the ownership, maintenance or use of a motor vehicle as a motor vehicle.

Exclusions

This insurance does not apply:

- (a) to bodily injury sustained by any person who intentionally causes injury to himself;
- (b) to bodily injury sustained by any person to the extent that benefits therefore are in whole or in part payable under any workmen's compensation law, employer's disability benefits law or any other similar law;
- (c) to bodily injury sustained while occupying the insured motor vehicle while used as a public or livery conveyance, but this exclusion does not apply with respect to any insured motor vehicle designated in the policy as a public or livery conveyance;
- (d) to bodily injury sustained by any person while occupying a motor vehicle, unless such person has or reasonably believes he has the permission of the owner to use such motor vehicle and the use is within the scope of such permission;
- (e) to bodily injury sustained by the named insured or any relative while occupying any motor vehicle owned by or furnished or available for the regular use of such named insured or relative and which is not an insured motor vehicle;
- (f) to bodily injury due to war whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

Definitions

The definitions under Part I of the policy apply to Part II except as modified herein:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;

"injured person" means

- (a) the named insured or any relative who sustains bodily injury while occupying a motor vehicle, or if struck by a motor vehicle while not occupying a motor vehicle;
- (b) any other person who sustains bodily injury while occupying
 - (1) the insured motor vehicle;
 - (2) a non-owned automobile which the named insured or relative is operating; or
 - (3) a temporary substitute automobile;

"insured motor vehicle" means a motor vehicle with respect to which

- (a) the named insured is the owner; and
- (b) the bodily injury liability or the property damage liability insurance of the policy applies, and
- (c) the insurance under this coverage applies and for which a specific premium has been charged;

"medical expense" means all reasonable and necessary expenses for medical, hospital, chiropractic, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and rehabilitation services, and funeral expenses, incurred within three years after the date of the accident;

"medical expense insurance" means any motor vehicle insurance providing benefits for medical expenses without regard to fault;

"motor vehicle" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler treads, or (3) a vehicle located for use as a residence or premises;

"named insured" means the individual or organization named in Item 1 of the declarations;

"non-owned automobile" means a motor vehicle which is not

- (a) used as a public or livery conveyance; or
- (b) owned by or furnished or available for the regular use of either the named insured or any relative; or
- (c) a temporary substitute automobile;

"occupying" means in or upon or entering or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption, including wards or foster children, who is a resident of the same household as the named insured.

Limits of Liability

Regardless of the number of:

1. persons or organizations who are insureds under this policy,
2. persons who sustain bodily injury, or
3. claims made or suits brought on account of bodily injury, the company's liability for MEDICAL EXPENSE BENEFITS to any one person who sustains bodily injury shall not exceed:
 - (a) the limit of liability for Medical Expense Benefits stated in the declarations as applicable to each injured person when there is only one insured motor vehicle; or
 - (b) the sum of the highest limits of liability for Medical Expense Benefits stated in the declarations as applicable to each injured person for each insured motor vehicle up to a maximum of 4, when the medical expense costs incurred by the injured person exceed the limit of liability for any one vehicle so insured.

If other valid and collectible medical expense insurance is applicable to the bodily injury of an injured person, the benefits shall be paid according to the following order of priority:

- (a) the medical expense insurance of the owner of the motor vehicle the injured person was occupying at the time of the accident.
- (b) the medical expense insurance of the operator of the motor vehicle the injured person was occupying at the time of the accident.
- (c) the medical expense insurance of the injured person.

However, in no event shall any injured person collect more than his actual medical expense incurred as a result of an accident from this or any other motor vehicle insurance policy or combination of such policies providing medical expense insurance applicable to such accident.

Section II

Income Loss Benefits

The company will pay, in accordance with Sections 38.2-2201 or 46.2-465 of the Code of Virginia, each injured person, income loss benefits as a result of bodily injury caused by accident and arising out of the ownership, maintenance or use of a motor vehicle as a motor vehicle.

Exclusions

The exclusions contained in Section I also apply to Section II and the insurance under Section II does not apply to bodily injury sustained by any person in the course of his occupation while engaged (1) in duties incident to the operation, loading or unloading of, or as an assistant on a public or livery conveyance or commercial automobile, or (2) in duties incident to the repair or servicing of automobiles.

Definitions

The definitions under Section I apply to Section II and under Section II:

"income loss" means an amount equal to the loss of income incurred by an injured person usually engaged in a remunerative occupation, within one year after the date of the accident, and as a result of disability caused by the accident.

"income loss insurance" means any motor vehicle insurance providing benefits for income loss.

Limits of Liability

Regardless of the number of:

1. persons or organizations who are insureds under this policy,
 2. persons who sustain bodily injury, or
 3. claims made or suits brought on account of bodily injury,
- the company's liability for INCOME LOSS BENEFITS to any one person who sustained bodily injury in any one motor vehicle accident shall not exceed:
- (a) \$100 per week for income loss when there is only one insured motor vehicle, or
 - (b) \$100 per week for income loss, multiplied by the number of insured motor vehicles up to a maximum of 4, when the income loss incurred by the injured person exceeds the limit of liability for any one vehicle so insured.

In no event shall the limit of liability exceed \$400 per week for any one injured person in any one accident. Income loss is computed from the first work day lost as a result of the accident up to the date the injured person is able to return to his usual occupation or the date of death of such injured person, whichever occurs first.

If other valid and collectible income loss insurance is applicable to an injured person, the benefits shall be paid according to the following order of priority:

- (a) the income loss insurance of the owner of the motor vehicle the injured person was occupying at the time of the accident;
- (b) the income loss insurance of the operator of the motor vehicle the injured person was occupying at the time of the accident;
- (c) the income loss insurance of the injured person.

However, in no event shall any injured person collect more than his actual income loss incurred as a result of an accident from this or any other motor vehicle insurance policy or combination of such policies providing income loss insurance applicable to such accident.

Any payments made by the company under this insurance shall be applied in reduction of the amount of damages which because of bodily

injury sustained in the same accident, such injured person may be entitled to recover from the company under insurance afforded by this policy for bodily injury liability or protection against uninsured motorists.

CONDITIONS

The Conditions of the policy apply to Part II except as modified herein:

1. **Notice.** In the event of an accident, the company requires that written notice containing particulars sufficient to identify the injured person and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each injured person to the company or any of its authorized agents as soon as practicable. The failure or refusal of the injured person to give such notice shall not relieve the company of its obligation to pay unless such failure or refusal prejudices the company in establishing the validity of any claim under this coverage. If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable to in tort therefore, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the company by such injured person or his legal representative.
2. **Action Against Company.** No action shall lie against the company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance.
3. **Medical Reports; Proof of Claim.** As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim under oath, if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated and such other information as may assist the company in determining the amount due and payable. The injured person shall submit to physical examinations by physicians selected by the company at the expense of the company when and as often as the company may reasonably require.

The injured person, or in the event of his incapacity or death, his legal representative, shall upon each request from the company execute authorization to enable the company to obtain medical reports, copies of records and information with respect to loss of income. The company may require that the injured person, as condition for receiving income loss benefits, cooperate in furnishing the company reasonable medical proof of his inability to work.
4. **Policy Period; Territory.** This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.
5. **Subrogation.** In the event of any payment under Section II - Income Loss Benefits, the company shall be subrogated to all the injured person's rights of recovery therefore against any person or organization and the injured person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The injured person shall do nothing after loss to prejudice such rights.

PART III

1. The Comprehensive insuring agreement is amended to read as follows:

Coverage D (1) - Comprehensive (excluding Collision)

To pay for loss caused other than by collision to the owned automobile or to a non-owned automobile. For the purpose of this

coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, or colliding with a bird or animal, shall not be deemed to be loss caused by collision.

2. Supplementary Payments.

Paragraph (a) is amended to read:

(a) to reimburse the insured for transportation expenses incurred during the period commencing 48 hours after a theft covered by this policy of the entire automobile has been reported to the company and the police, and terminating when the automobile is returned to use or the company pays for the loss; provided that the company shall not be obligated to pay aggregate expenses in excess of \$20 per day or totaling more than \$500.

Paragraph (c) is added to read:

(c) the company will pay (i) and (ii) below provided that the loss is covered by Part III of this policy and results in the total loss of an automobile insured under Part III of this policy.

(i) state and local sales and use taxes equal to the amount of said taxes based on the actual cash value of the automobile at the time of the loss; and

(ii) titling and license transfer fees incidental to the transfer of ownership to a replacement vehicle.

3. The preamble to the "Definitions" provisions is amended to read:

Definitions

The definitions of "named insured", "relative", "temporary substitute automobile", "private passenger automobile", "farm automobile", "utility automobile", "automobile business", "war", and "owned automobile" in Part I apply to Part III, but "owned automobile" does not include, under Part III, (1) a trailer owned by the named insured on the effective date of this policy and not described herein, or (2) a trailer ownership of which is acquired during the policy period unless the company insures all private passenger, farm and utility automobiles and trailers owned by the named insured on the date of such acquisition and the named insured notifies the company during the policy period or within 30 days after the date of such acquisition of his election to make this and no other policy issued by the company applicable to such trailer.

4. The definition of "insured" is amended to read:

"insured" means

(a) with respect to an owned automobile

(1) the named insured, and

(2) any person or organization (other than a person or organization employed or otherwise engaged in the automobile business or as a carrier or other bailee for hire) maintaining, using or having custody of said automobile with the express or implied permission of the named insured and within the scope of such permission;

(b) with respect to a non-owned automobile, the named insured and any relative while using such automobile, provided his actual operation or (if he is not operating) the other actual use thereof, is with the express or implied permission, or reasonably believed to be with the permission, of the owner and is within the scope of such permission.

5. Exclusion (c) is amended to read:

This policy does not apply under Part III

(c) to loss to a non-owned automobile arising out of its use by the insured while he is employed or otherwise engaged in the automobile business;

CONDITIONS

1. The "Premium" Condition is amended to read:

Premium

If the named insured disposes of, acquires ownership of, or replaces a private passenger, farm or utility automobile or, with respect to Part III, a trailer, any premium adjustment necessary shall be made as of the date of such change in accordance with the manuals in use by the company. The named insured shall, upon request, furnish reasonable proof of the number of such automobiles or trailers and a description thereof.

2. The "Assistance and Cooperation" Condition is amended to read:

Assistance and Cooperation of the Insured

Parts I and III - The insured shall cooperate with the company and upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury, property damage or loss with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident.

3. The "Assignment" Condition is amended to read:

Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the insured named in Item 1 of the declarations or his spouse if a resident of the same household, shall die, this policy shall cover (1) the survivor as named insured, (2) his legal representative as named insured but only while acting within the scope of his duties as such, (3) any person having proper temporary custody of an owned automobile, as an insured, until the appointment and qualification of such legal representative, and (4) under Part II any person who was a relative at the time of such death.

AMERICAN RELIABLE INSURANCE COMPANY
ASSISTANCE AND COOPERATION OF THE INSURED
(AUTOMOBILE LIABILITY INSURANCE)
VIRGINIA

The failure or refusal of the insured to cooperate with or assist the company which prejudices the company's defense of an action for damages arising out of the operation or use of an automobile shall constitute non-compliance with the requirements of the policy that the insured shall cooperate with and assist the company.

AMERICAN RELIABLE INSURANCE COMPANY AMENDMENT OF TERMINATION PROVISIONS - VIRGINIA

It is agreed that:

- A. The Cancellation condition is replaced by the following:

This policy may be cancelled by the insured named in Item 1 of the declarations, or his duly constituted attorney-in-fact by mailing to the company written notice stating when thereafter the cancellation shall be effective.

This policy may be cancelled by the company by mailing to the insured named in Item 1 of the declarations at the address shown in this policy, written notice stating when not less than forty-five days thereafter such cancellation shall be effective; except that this policy may be cancelled by the company by mailing to the insured named in Item 1 of the declarations at the address shown in this policy written notice stating:

1. when not less than ten days thereafter such cancellation shall be effective, if this policy has been in effect less than sixty days and is not a renewal policy, or
2. when not less than fifteen days thereafter such cancellation shall be effective, if the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable to the company or its agent either directly or indirectly under any premium finance plan or extension of credit.

Notice to the insured named in Item 1 of the declarations shall be mailed either by certificate of mailing, provided the company has retained a copy of said notice, or by registered or certified mail, pursuant to Section 38.2-2208 of the Code of Virginia. The effective date and time of cancellation stated in the notice shall become the end of the policy period.

Delivery of such written notice either by such insured, or his duly constituted attorney-in-fact, or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

- B. The following condition is added or, if the policy contains a condition so entitled, such condition is replaced by the following:

Cancellation by Company Limited

If this policy has been in effect for sixty days at the time notice of cancellation is mailed or delivered or, if this policy is a renewal, effective immediately, the company shall not exercise its right to cancel unless:

1. the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable to the company or its agent either directly or indirectly under any premium finance plan or extension of credit; or

2. the named insured or any other operator who either resides in the same household or customarily operates an automobile insured under this policy has had his driver's license suspended or revoked during the policy period, or, if the policy is a renewal, during its policy period or the ninety days immediately preceding the last effective date;
3. the named insured or his duly constituted attorney-in-fact has notified the company of a change in the insured's legal residence to a state other than Virginia and the insured automobile will be principally garaged in the new state of legal residence.

However notwithstanding items 1, 2, and 3 above, the company shall have the right to modify any physical damage coverage afforded by this policy (except coverage for loss caused by collision) by inclusion of a deductible not exceeding \$100.00.

The Cancellation By Company Limited condition shall apply to each successive policy period for which the company consents to renew or continue this policy but nothing in this condition shall obligate the company to renew or continue this policy.

C. The following condition is added:

Renewal

The company agrees that it will not refuse to renew or continue this policy unless a written notice of its refusal to renew or continue is mailed to the insured named in Item 1 of the declarations, at the address shown in this policy, at least forty-five days prior to the expiration date. Notice to the insured named in Item 1 of the declarations shall be mailed either by certificate of mailing, provided the company has retained a copy of said notice, or by registered or certified mail, pursuant to Section 38.2-2208 of the Code of Virginia. Delivery of such written notice shall be equivalent to mailing.

Such notice shall not be required:

1. if the named insured fails to pay the premium as required by the company for renewal or continuance of this policy,
2. if the company or its agent acting on behalf of the company has manifested its willingness to renew by issuing or offering to issue a renewal policy, certificate or other evidence of renewal, or has manifested such intention in writing to the insured, or
3. if the named insured, or his duly constituted attorney-in-fact, has notified in writing to the company or its agent that he wishes the policy to be cancelled or that he does not wish the policy to be renewed or if prior to the date of expiration he fails to accept the offer of the company.

AMERICAN RELIABLE INSURANCE COMPANY OUT-OF STATE INSURANCE ENDORSEMENT

It is agreed that, subject to all provisions of the policy except where modified herein, the following provision is added.

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of the motor vehicle in such a state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and the kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation and or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

**AMERICAN RELIABLE INSURANCE COMPANY
SOUND-REPRODUCING OR RECORDING
EQUIPMENT EXCLUDED**

It is agreed that such insurance as is afforded by the policy under the Physical Damages Coverages is subject to the following additional exclusions:

The insurance does not apply:

- (1) to loss of or damage to any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the automobile;
- (2) to loss of or damages to any tape, wire, record disk or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound.

AMERICAN RELIABLE INSURANCE COMPANY

RENTAL REIMBURSEMENT - OWNED AUTOMOBILES

DEFINITION

"Rental expense" includes all costs incurred as a result of renting a substitute vehicle, of equivalent type and purpose, for the owned automobile.

INSURING AGREEMENT

Subject to the limit of coverage designated in the declarations page, the company agrees to reimburse the named insured for the reasonable amount of rental expense incurred due to the rental of a substitute vehicle for an owned automobile.

CONDITIONS

1. Reimbursement shall be subject to the following conditions:
 - a. the declarations page must designate rental reimbursement coverage as applicable to the owned automobile;
 - b. the declarations page must designate comprehensive and/or collision coverage as applicable to such owned automobile;
 - c. the loss necessitating the rental must be caused by collision or a cause of loss covered by the comprehensive coverage;
 - d. the substitute for the owned automobile must be of equivalent type and purpose; and
 - e. as a result of the loss, the owned automobile must be continuously withdrawn from normal use for a period in excess of 24 hours.
2. The time period for reimbursement of rental expense begins on the first day expense is incurred and terminates, regardless of the expiration date of the policy, at such time as the limit of coverage has been exhausted.
3. The reimbursement for any one loss shall not exceed the reasonable amount of rental expense actually incurred by the named insured or the limit of coverage, whichever is less.
4. This coverage is not subject to any deductible set forth in the policy.

DUTIES IN THE EVENT OF LOSS

In the event of loss to which the coverage under this endorsement applies, the named insured shall:

- a. as soon as practicable, notify the company or any of its authorized agents of the loss; and
- b. if requested, furnish the company with:
 - (i) receipts representing the rental expense incurred, or
 - (ii) other form of evidence satisfactory to the company.

ADDITIONAL PROVISIONS

When this endorsement (A939d) is used with the Family Automobile Policy, the following applies:

In the event of a loss by theft of the entire automobile, at the option of the insured, coverage is afforded either by this endorsement or by Part III Physical Damage, Supplementary Payments, subparagraph (a). If the insured seeks coverage under this endorsement, Part III, Physical Damage, Supplementary Payments, subparagraph (a) does not apply.

When this endorsement (A939d) is used with the Special Package Automobile Policy, the following applies:

In the event of a loss by theft of the entire automobile, at the option of the insured, coverage is afforded either by this endorsement or by Part II, Protection Against Automobile Physical Damage, subparagraph (c) under the heading "Personal Effects; Towing and Labor Costs; Transportation Expense; General Average and Salvage Charges". However, if the insured seeks coverage under this endorsement, Part II, Protection Against Automobile Physical Damage, subparagraph (c) under the heading "Personal Effects; Towing and Labor Costs; Transportation Expense; General Average and Salvage Charges" does not apply.

**AMERICAN RELIABLE INSURANCE COMPANY
SOUND RECEIVING AND TRANSMITTING
EQUIPMENT EXCLUDED**

It is agreed that any Physical Damage Insurance afforded by the policy is subject to the following additional exclusion:

This insurance does not apply to loss of, or damage to any sound receiving or sound receiving and transmitting equipment designed for use as a citizen's band radio, two-way mobile radio or telephone, or scanning monitor receiver, including any accessories and antennas unless permanently installed in the opening of the dash or console of the automobile normally used by the motor vehicle manufacturer for the installation of a radio.

AMERICAN RELIABLE INSURANCE COMPANY MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

This coverage is subject to all of the provisions of the policy with respect to the miscellaneous type vehicles and coverages described in the declarations, except as modified below:

A. Definitions

For the purpose of the coverage provided by this endorsement:

“miscellaneous type vehicle” means:

- (a) a motorcycle, motorhome, golf cart or other similar type vehicle; or
- (b) a private passenger automobile owned jointly by two or more resident relatives other than husband and wife.

“owned automobile” means:

- (a) any miscellaneous type vehicle described in the declarations for which a specific premium charge indicates that coverage is afforded.
- (b) any miscellaneous type vehicle of the same type described in the declarations or a private passenger, farm or utility automobile ownership of which is acquired by the named insured during the policy period, provided:
 - (1) it replaces an owned automobile as defined in (a) above, or
 - (2) the company insures all miscellaneous type vehicles, private passenger, farm or utility automobiles owned by the named insured on the date of such acquisition and the named insured notifies the company within 30 days after the date of such acquisition of his or her election to make this and no other policy issued by the company applicable to such automobile or vehicle.
- (c) any trailer.
- (d) any miscellaneous type vehicle or automobile while temporarily used with the permission of the owner as a substitute for the owned automobile or trailer when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

B. Part I, Liability

1. For the purposes of this endorsement, references to the term “non-owned automobile” in Part I, Liability are deleted.
2. The provision entitled “Persons Insured” as used in Part I, Liability is replaced by the following:

“Persons Insured”

The following are insureds, under Part I:

- (a) the named insured,

- (b) any other person using the owned automobile with the permission of the named insured provided his or her actual operation or (if he or she is not operating) his or her other actual use thereof is within the scope of such permission, and
- (c) any other person or organization but only with respect to his, her or its liability because of acts or omissions of an insured under (a) or (b) above.

The insurance afforded under Part I applies separately to “each occurrence” limit of the company’s liability.

3. Exclusion (j.) under Part I, Liability is newly added:

- (j.)to the ownership, maintenance or use of a motorized vehicle having less than 4 wheels other than a motorized vehicle having less than 4 wheels which is insured for Liability coverage under this endorsement.

C. Part II, Medical Expense and Income Loss Benefits

Exclusion (f.) under Part II, Medical Expense and Income Loss Benefits is newly added:

- (f.)sustained while occupying a motorized vehicle having less than 4 wheels other than motorized vehicle having less than 4 wheels which is insured for Medical Expense and Income Loss Benefits under this endorsement.

D. Part III, Physical Damage

For the purposes of this endorsement, references to the term “non-owned automobile” in Part III, Physical Damage are deleted and the definition of “owned automobile” is replaced by the following:

“**owned automobile**” means:

- (a) any miscellaneous type vehicle or trailer described in the declarations for which a specific premium charge indicates that coverage is afforded.
- (b) any miscellaneous type vehicle of the same type described in the declarations, a trailer, or a private passenger, farm or utility automobile ownership of which is acquired by the named insured during the policy period, provided:
 - (1) it replaces an owned automobile as defined in (a) above, or the company insurers all miscellaneous type vehicles, trailers, private passenger, farm or utility automobiles owned by the named insured on the date of such acquisition, and
 - (2) the named insured notifies the company within 30 days after the date of such acquisition of his or her election to make this and no other policy issued by the company applicable to such automobile, vehicle or trailer.

**AMERICAN RELIABLE INSURANCE COMPANY
INSURANCE FOR CERTAIN SOUND RECEIVING AND
TRANSMITTING EQUIPMENT**

It is agreed that the policy is amended to afford insurance for direct and accidental loss of, or damage to any sound receiving or sound receiving and transmitting equipment designed for use as a citizen's band radio, two-way mobile radio or telephone, or scanning monitor receiver, including any accessories and antennas.

This insurance applies only if the equipment at the time of loss or damage is installed in or upon a covered motorcycle.

The Conditions, Definitions, Limit of Liability and other Insurance provisions, and Exclusions applicable to the physical damage insurance apply to this endorsement, except any exclusion of coverage for sound receiving or sound receiving and transmitting equipment. Also, no deductible applies to coverage provided by this endorsement.

**AMERICAN RELIABLE INSURANCE COMPANY
LIMITED INSURANCE FOR CERTAIN SOUND-REPRODUCING
OR RECORDING TAPES OR OTHER SUCH MEDIA**

It is agreed that the policy is amended to afford insurance for direct and accidental loss of or damage to any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound, subject to all the terms of the policy relating to Comprehensive Coverage and to the following additional provisions:

1. This insurance applies only if such tape, wire, record disc or other medium:
 - (a) is the property of the named insured or of a relative of the named insured who is a resident of the same household, and
 - (b) at time of such loss or damage is in or upon a motorcycle which:
 - (1) is owned, or of which ownership is newly acquired during the policy period, by the named insured or by his spouse if a resident of the same household, or
 - (2) is not owned by the named insured or such spouse, but is in the possession or custody of either with the permission of the owner and is temporarily being used within the scope of such permission as a substitute for an automobile included in (1) above when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
2. Subject to the terms of the policy relating to limits of liability (exclusive of any deductible provisions) and to payment of loss under the Comprehensive Coverage, the total limit of the company's liability for all loss or damage to which this insurance applies and which is directly attributable to a single happening out of which such loss or damage occurs shall not exceed \$200.

LOSS PAYABLE CLAUSE

Loss or damage, if any, under the policy shall be payable as interest may appear to _____ and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party, (herein called the lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or section by the Lessee, Mortgagor Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under such policy, unless specifically insured against and premium paid thereof; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under such policy the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by such policy, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise such policy shall be null and void.

The company reserves the right to cancel such policy at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancellation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement.

If the insured fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by the policy, and further, shall be subject to the provisions of the policy relating to appraisal and time of payment and of bringing suit.

Whenever the company shall pay the Lienholder and sum for loss or damage under such policy and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under the policy, separate payment may be made to each party at interest provided the company protects the equity of all parties.

For attachment to and forming part of Policy No. _____ of the
_____ Insurance Company.

Countersigned _____ 20____, at _____

By _____ Agent.

**AMERICAN RELIABLE INSURANCE COMPANY
SUSPENSION OF INSURANCE**

Coverages and Autos Suspended			
Coverage	(a) All Autos	(b) All of Your Covered Autos	(c) Autos Listed Below
Liability	_____	_____	_____
Medical Payments	_____	_____	_____
Uninsured Motorists	_____	_____	_____
Collision	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Autos: _____

Except for the maintenance or testing of "your covered auto" on your property, this policy is suspended as of the effective date of this endorsement for the listed coverage and autos.

If coverage is suspended for at least thirty consecutive days, you will be entitled to a refund.

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

**AMERICAN RELIABLE INSURANCE COMPANY
REINSTATEMENT OF INSURANCE**

The coverage that were suspended are reinstated as of the effective date of this endorsement.

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

NAUA No. 206a – Edition March, 1963

COMPREHENSIVE COVERAGE - DEDUCTIBLE

Family, _____

It is agreed that under the Comprehensive Coverage, \$_____ shall be deducted from the amount of each loss as to each automobile, other than loss by (a) fire or lightning, (b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, or (c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported.

If the policy affords insurance with respect to the Collision Coverage, breakage of glass caused by collision may, if the insured so elects, be treated as covered thereunder, subject to the terms thereof, instead of under the Comprehensive Coverage.

IMPORTANT NOTICE

(The following pertains to Section 38.2-2202.A of the Virginia Insurance Code.)

IN ADDITION TO THE MINIMUM INSURANCE REQUIRED BY LAW, YOU MAY PURCHASE ADDITIONAL INSURANCE COVERAGE FOR THE NAMED INSURED FOR HIS RELATIVES WHO ARE MEMBERS OF HIS HOUSEHOLD WHILE IN OR UPON, ENTERING OR ALIGHTING FROM A MOTOR VEHICLE, OR THROUGH BEING STRUCK BY A MOTOR VEHICLE WHILE NOT OCCUPYING A MOTOR VEHICLE, AND FOR OCCUPANTS OF THE INSURED MOTOR VEHICLE, AND FOR OCCUPANTS OF THE INSURED MOTOR VEHICLE. THE FOLLOWING HEALTH CARE AND DISABILITY BENEFITS ARE AVAILABLE FOR EACH ACCIDENT:

1. PAYMENT OF UP TO \$2,000 PER PERSON FOR ALL REASONABLE AND NECESSARY EXPENSES FOR MEDICAL, CHIROPRACTIC, HOSPITAL, DENTAL, SURGICAL, AMBULANCE, PROSTHETIC AND REHABILITATION SERVICES, AND FUNERAL EXPENSES RESULTING FROM THE ACCIDENT AND INCURRED WITHIN THREE YEARS AFTER THE DATE OF THE ACCIDENT. HOWEVER, IF YOU DO NOT PURCHASE THE \$2,000 LIMIT OF COVERAGE, YOU AND THE COMPANY MAY AGREE TO ANY OTHER LIMIT; AND
2. AN AMOUNT EQUAL TO THE LOSS OF INCOME UP TO \$100 PER WEEK IF THE INJURED PERSON IS ENGAGED IN AN OCCUPATION FOR WHICH HE RECEIVES COMPENSATION, FROM THE FIRST WORKDAY LOST AS A RESULT OF THE ACCIDENT UP TO THE DATE THE PERSON IS ABLE TO RETURN TO HIS USUAL OCCUPATION. SUCH PAYMENTS ARE LIMITED TO A PERIOD EXTENDING ONE YEAR FROM THE DATE OF THE ACCIDENT.

IF YOU DESIRE TO PURCHASE EITHER OR BOTH OF THESE COVERAGES AT AN ADDITIONAL PREMIUM, YOU MAY DO SO BY CONTACTING THE AGENT OR COMPANY THAT ISSUED YOUR POLICY.

(The following pertains to Section 38.2-2202.B of the Virginia Insurance Code.)

IN ADDITION TO THE INSURANCE COVERAGE REQUIRED BY LAW TO PROTECT YOU AGAINST A LOSS CAUSED BY AN UNINSURED MOTORIST.

IF YOU HAVE PURCHASED LIABILITY INSURANCE COVERAGE THAT IS HIGHER THAN THAT REQUIRED BY LAW TO PROTECT YOU AGAINST LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF THE MOTOR VEHICLES COVERED EQUAL TO YOUR LIABILITY INSURANCE COVERAGE;

1. YOUR UNINSURED AND UNDERINSURED MOTORIST INSURANCE COVERAGE HAS INCREASED TO THE LIMITS OF YOUR LIABILITY COVERAGE AND THIS INCREASE WILL COST YOU AN EXTRA PREMIUM CHARGE; AND
2. YOUR TOTAL PREMIUM CHARGE FOR YOUR MOTOR VEHICLE INSURANCE COVERAGE WILL INCREASE IF YOU DO NOT NOTIFY YOUR AGENT OR INSURER OF YOUR DESIRE TO REDUCE COVERAGE WITHIN 20 DAYS OF THE MAILING OF THE POLICY OR THE PREMIUM NOTICE, AS THE CASE MAY BE.
3. IF THIS IS A NEW POLICY AND YOU HAVE ALREADY SIGNED A WRITTEN REJECTION OF SUCH HIGHER LIMITS IN CONNECTION WITH IT, PARAGRAPH 1 AND 2 OF THIS NOTICE DO NOT APPLY.

AMERICAN RELIABLE INSURANCE COMPANY
IMPORTANT INFORMATION TO POLICYHOLDERS

In the event you need to contact someone about this policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company using this policy at the following address and telephone:

AMERICAN RELIABLE INSURANCE COMPANY
8655 E. Via De Ventura, Suite E200
Scottsdale AZ 85258

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia Bureau of Insurance at:

The Bureau of Insurance
P.O. Box 1157
Richmond VA 23218
(800) 552-7945 (within Virginia only)
(804) 371-9741

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or Bureau of Insurance, have your policy number available.

AMERICAN RELIABLE INSURANCE COMPANY

VIRGINIA MOTORCYCLE RATE CLASSIFICATION

MOTORCYCLE RATING INFORMATION

The System under which your policy is rated uses the age and marital status of the youngest assigned operator, the cc size, motorcycle make and model classification, the age (in model years) of the motorcycle, and the territory the motorcycle is primarily operated in.

Motorists are calculated based on this rating criteria. The various classifications are shown below:

DRIVER CLASSIFICATION

Based on the age of the youngest operator who will operate the motorcycle. All individuals fall into one of the following:

<u>Marital Status / Insureds Age</u>		<u>Marital Status / Insureds Age</u>	
Single	15-21	Married	15-21
Single	22-25	Married	22-25
Single	26-30	Married	26-30
Single	31-35	Married	31-35
Single	36-40	Married	36-40
Single	41-44	Married	41-44
Single	45+	Married	45+

MOTORCYCLE CLASSIFICATION

<u>Motorcycle Category</u>	<u>CC Size</u>	<u>Motorcycle Category</u>	<u>CC Size</u>	<u>Motorcycle Category</u>	<u>CC Size</u>
Standard	0-250	High Performance	0-250	Sport	0-250
Standard	251-400	High Performance	251-400	Sport	251-400
Standard	401-550	High Performance	401-550	Sport	401-550
Standard	551-650	High Performance	551-650	Sport	551-650
Standard	651-750	High Performance	651-750	Sport	651-750
Standard	751-1000	High Performance	751-1000	Sport	751-1000
Standard	1001-1330	High Performance	1001-1330	Sport	1001-1330
Standard	1331-1600	High Performance	1331-1600	Sport	1331-1600
Standard	1601+	High Performance	1601+	Sport	1601+

<u>Motorcycle Category</u>	<u>CC Size</u>	<u>Motorcycle Category</u>	<u>CC Size</u>	<u>Motorcycle Category</u>	<u>CC Size</u>
Cruisers	0-250	ATV Group 1	0-250	ATV Group 2	0-250
Cruisers	251-400	ATV Group 1	251-400	ATV Group 2	251-400
Cruisers	401-550	ATV Group 1	401-550	ATV Group 2	401-550
Cruisers	551-650	ATV Group 1	551-650	ATV Group 2	551-650
Cruisers	651-750	ATV Group 1	651-750	ATV Group 2	651-750
Cruisers	751-1000	ATV Group 1	751-1000	ATV Group 2	751-1000
Cruisers	1001-1330	ATV Group 1	1001-1330	ATV Group 2	1001-1330
Cruisers	1331-1600	ATV Group 1	1331-1600	ATV Group 2	1331-1600
Cruisers	1601+	ATV Group 1	1601+	ATV Group 2	1601

MOTORCYCLE CLASSIFICATION

<u>Motorcycle Category</u>	<u>CC Size</u>	<u>Motorcycle Category</u>	<u>CC Size</u>	<u>Motorcycle Category</u>	<u>CC Size</u>
Tour Bike	0-250	Custom Construction	0-250	*Harley-Davidson Group 1	883/1200
Tour Bike	251-400	Custom Construction	251-400	*Harley-Davidson Group 2	0-9999
Tour Bike	401-550	Custom Construction	401-550	*Harley-Davidson Group 3	0-1400
Tour Bike	551-650	Custom Construction	551-650	*Harley-Davidson Group 3	1401+
Tour Bike	651-750	Custom Construction	651-750	*Harley-Davidson Group 4	0-9999
Tour Bike	751-1000	Custom Construction	751-1000		
Tour Bike	1001-1330	Custom Construction	1001-1330		
Tour Bike	1331-1600	Custom Construction	1331-1600		
Tour Bike	1601+	Custom Construction	1601+		

*Explanation of Harley Davidson Groups 1 – 4:

Harley Davidson Group 1: All Harley XL's and XLH's with insured operators 26 years of age and older.

Harley Davidson Group 2: All Harley models with insureds 25 years of age and younger.

Harley Davidson Group 3: All 0-1400cc's and 1401cc's and over which are not XL's, XLH's, FLT's and FLH's and the insured operator is 26 years of age or older.

Harley Davidson Group 4: All FLH and FLT models with insured operators 26 years of age and older.

MOTORCYCLE AGE

Cycle age is based on motorcycle model year.

Cycle Age

Current Model Year

1st Previous Model Year

2nd Previous Model Year

3rd Previous Model Year

4th Previous Model Year & Older

DISCOUNTS

Motorcycle Safety / 55& Older Safety Training: A 10% credit shall apply when the Named Insured has successfully completed a motorcycle safety course certified by the Motorcycle Safety Foundation or the Department of Motor Vehicles. The course must be successfully completed every three years to continue to remain eligible for the discount. Proof of training course is required.

Motorcycle Association: A 10% credit shall apply if the Named Insured is a member of an association whose main purpose, as recognized by the insurer, is to promote riding education and safety. Proof of membership is required.

Transfer A: A 20% credit shall apply if the principal operator can demonstrate that the current motorcycle insurance policy has 30 days or less of lapse from the new policy inception. Any licensed applicant who did not carry motorcycle liability insurance and can demonstrate that he/she was not required by law to carry such insurance will also qualify for this discount. A copy of the Dec page, renewal quote or ID card must be submitted with the application.

Transfer B: A 15% credit shall apply if the principal operator had motorcycle insurance with any insurer within the last twelve months. A copy of the Dec page, renewal quote or ID card must be submitted with the application.

Theft Alarm: A 5% credit shall apply if the vehicle is equipped with an audible alarm or NICB "Phantom Footprints." Comprehensive coverage must be included on the policy in order for this discount to apply.

Multi-Unit: If applicant has 2 or more in force motorcycle or ATV units insured with American Reliable, a credit of 10% would apply.

Renewal: A 20% credit shall apply if the Named Insured has had a Motorcycle insurance policy with the American Reliable that has been in-force and loss free for more than 1 year.

Application of Discounts: Take the sum of all discounts and apply to total policy premium excluding the Uninsured/Underinsured Motorists and Uninsured Motorists Property Damage coverage.

Note: The total combined maximum credit will be 20% plus the 10% Motorcycle Safety / 55 & Older Safety Training credit.

SURCHARGES

DRIVING RECORD SURCHARGE:

Major Violations:

- Careless or improper operation of a vehicle
- Leaving the scene of an accident
- Fleeing from police
- Vehicular Homicide
- Felony or assault with a motor vehicle
- Racing/Excessive Speeding
- Improper use of license/registration
- Operating a motor vehicle without the owner's consent

Alcohol/Drug Related Violation:

- Driving under the influence of alcohol, drugs, or narcotics
- Open container
- Refusing to submit to an alcohol/drug test

Minor Violations:

Any moving violations which do not fall in the above categories

At-fault Accidents:

All accidents judged to have occurred due to the negligence of the applicant and causing more than \$1000 in damages. Accidents are considered chargeable if the named insured, a resident of the household or any other customary operator was either wholly or partially at-fault for the accident. The insured's premium cannot be increased or points charged when the operator causing the accident is a principal operator insured under a separate policy. Also, the insured's premium may only be increased or points charged to the vehicle the insured operator primarily operates.

ACCIDENT/VIOLATION CHART Preceding 36 months:

- Level 0 0 minors, zero at-fault accidents, zero majors
- Level 1 1-2 minors, zero at-fault accidents, zero majors
- Level 2 Up to 2 minors & 1 at-fault accident over \$1000, zero majors
- Level 3 Up to 3 minors & 1 at-fault accident over \$1000 or 1 major
- Level 4 Up to 4 minors & 2 at-fault accident over \$1000 or 2 majors (no multiple DUI's)

The maximum acceptable violation combination would be 4 minor violations with 2 at-fault accidents over \$1000 or 2 major violations (no multiple DUI's) at a level 4.

Chargeable Period: all at-fault accidents and convictions of violations occurring in the 36 month period prior to inception are considered in developing a driver's policy premiums. When a driver is added mid-term, at-fault accidents and convictions of violations occurring in the 36 month period prior to that point are considered in developing the additional driver's policy premiums.

Chargeable Date: to determine if the at-fault accident or conviction of violation took place in the chargeable period, use the occurrence date, not the conviction date.

Source of Points: charge for at-fault accidents or convictions of violations occurring while a driver is operating a private passenger auto, commercial vehicle, motorcycle or recreational vehicle, an accident will not be considered at fault if the insured is a law enforcement officer and the accident occurred while on duty.

TERRITORY

Territory Definitions:															
Zip Code	Terr.	Zip Code	Terr.	Zip Code	Terr.	Zip Code	Terr.	Zip Code	Terr.	Zip Code	Terr.	Zip Code	Terr.	Zip Code	Terr.
20101-05	3	22180-85	2	22572	4	23038-40	4	23341	4	23851	4	24141-43	4	24421-22	4
20106	4	22191-95	3	22576-81	4	23043	4	23345	4	23856-57	4	24146-51	4	24426	4
20107-13	3	22199	2	22601-04	4	23045	4	23347	4	23860	4	24153	4	24430-33	4
20115-16	4	22201-07	2	22610-11	4	23047	4	23350	4	23866-68	4	24155-57	4	24435	4
20117-18	3	22209-19	2	22620	4	23050	4	23354	4	23870	4	24161-62	4	24437-42	4
20119	4	22222-23	2	22622-27	4	23054-56	4	23356-59	4	23872	3	24165	4	24445	4
20120-22	2	22225-27	2	22630	4	23058-72	4	23389	4	23873-74	4	24167-68	4	24448	4
20124	2	22229-30	2	22637-46	4	23075-76	4	23395-99	4	23875	3	24171	4	24450	4
20128	4	22234	2	22649-50	4	23079	4	23401	4	23876	4	24174-79	4	24457-60	4
20129	3	22240-46	2	22652	4	23081	4	23404-05	4	23878-79	4	24184-85	4	24463-65	4
20130	4	22301-15	2	22654-57	4	23083-86	4	23407-10	4	23881-84	4	24201-03	4	24467-69	4
20131-32	3	22320-21	2	22660	4	23089-93	4	23412-24	4	23885	3	24209-12	4	24471-74	4
20134-36	3	22331-34	2	22663-64	4	23101-03	4	23426-27	4	23887-91	4	24215-21	4	24476-77	4
20137-40	4	22336	2	22701	4	23105-17	4	23429-43	4	23893	4	24224-26	4	24479	4
20141-43	3	22401-08	4	22709	4	23119-20	4	23450-52	1	23894	3	24228	4	24482-87	4
20144	4	22412	4	22711-16	4	23123-31	4	23454-68	1	23897-99	4	24230	4	24501-06	3
20146-49	3	22427-28	4	22718-43	4	23138-41	4	23471	1	23901	4	24236-37	4	24512-15	3
20151-53	2	22430	4	22746-49	4	23146	4	23479	1	23909	4	24239	4	24517	4
20155-56	3	22432-33	4	22801-03	4	23147	3	23480	4	23915	4	24243-46	4	24520-23	4
20158-60	3	22435-38	4	22807	4	23148-50	4	23482-83	4	23917	4	24248	4	24526-31	4
20163-69	3	22442-43	4	22810-12	4	23153-56	4	23486-88	4	23919-24	4	24250-51	4	24533-36	4
20170-72	2	22446	4	22815	4	23160-63	4	23500-15	1	23927	4	24256	4	24538-41	4
20175-78	3	22448	4	22820-21	4	23168-70	4	23517-21	1	23930	4	24258	4	24543-44	4
20180-82	3	22451	4	22824	4	23173	4	23523	1	23934	4	24260	4	24549-51	4
20184-88	4	22454	4	22827	4	23175-78	4	23529-30	1	23936-39	4	24263	4	24553-58	4
20189-96	2	22456	4	22830-35	4	23180-81	4	23541	1	23941-44	4	24265-66	4	24562-63	4
20197	3	22460	4	22840-51	4	23183-88	4	23551	1	23947	4	24269	4	24565-66	4
20198	4	22463	4	22853	4	23190-92	4	23600-09	1	23950	4	24270-73	4	24569-71	4
20199	3	22469	4	22901-11	4	23218-28	3	23612	1	23952	4	24277	4	24572	3
22002	4	22471-73	4	22920	4	23229	4	23628	1	23954-55	4	24279-83	4	24574	4
22003	2	22476	4	22922-24	4	23230-31	3	23630-31	1	23958-60	4	24285	4	24576-81	4
22009	2	22480-82	4	22931-32	4	23232-38	4	23651	1	23962-64	4	24289-90	4	24585-86	4
22015	2	22485	4	22935-40	4	23240-41	3	23653	1	23966-68	4	24292-93	4	24588-90	4
22026	3	22488	4	22942-43	4	23242	4	23661	1	23970	4	24301	4	24592-95	4
22027	2	22501	4	22945-49	4	23249	3	23662	4	23974	4	24311-19	4	24597-99	4
22030-44	2	22503-04	4	22952-54	4	23250	4	23663-70	1	23976	4	24322-28	4	24601-09	4
22046-47	2	22507-09	4	22957-60	4	23255	4	23681	1	24001-20	4	24330	4	24612-14	4
22060	2	22511	4	22963-65	4	23260-61	3	23690-94	4	24022-38	4	24333	4	24618-20	4
22066-67	2	22513-14	4	22967-69	4	23266	3	23696	4	24040	4	24340	4	24622	4
22079	2	22517	4	22971-74	4	23269-70	3	23701-05	1	24042-45	4	24343	4	24624	4
22081-82	2	22520	4	22976	4	23272-76	3	23707-09	1	24048	4	24347-48	4	24627-28	4
22092-93	2	22523-24	4	22980	4	23278-79	3	23801	4	24050	4	24350-52	4	24630-31	4
22095-96	2	22526	4	22987	4	23280	4	23803-06	4	24053-55	4	24354	4	24634-35	4
22101-03	2	22528-30	4	22989	4	23282	3	23821-22	4	24058-70	4	24360-61	4	24637	4
22106-09	2	22534-35	4	23001-05	4	23284-86	3	23824	4	24072-73	4	24363	4	24639-41	4
22116	2	22538-39	4	23009	4	23288-95	3	23827-29	4	24076-79	4	24366	4	24646-47	4
22118-22	2	22542	4	23011	4	23297	4	23830	3	24082-95	4	24368	4	24649	4
22124	2	22544-48	4	23014-15	4	23298	3	23831-32	4	24101-02	4	24370	4	24651	4
22125	3	22552-55	4	23017-18	4	23301-04	4	23833	3	24104-05	4	24373-75	4	24656-58	4
22134-35	3	22558	4	23021-25	4	23306-08	4	23834	4	24111-15	4	24377-82	4		
22150-53	2	22560	4	23027	4	23310	4	23836-39	4	24120-22	4	24401-02	4		
22156	2	22565	4	23030	3	23313-16	4	23840-42	3	24124	4	24407	4		
22158-61	2	22567	4	23031-32	4	23320-28	1	23843-47	4	24126-34	4	24411-13	4		
22172	3	22570	4	23035	4	23336-37	4	23850	3	24136-39	4	24415-16	4		

AMERICAN RELIABLE INSURANCE COMPANY

COVERAGE FOR SAFETY CLOTHING, TOWING & TRIP INTERRUPTION

In consideration of the premium paid, it is agreed that PART III – PHYSICAL DAMAGE 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 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. Refer to form NAUA 71a for additional clarification of coverage for towing and roadside service.

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 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.

AMERICAN RELIABLE INSURANCE COMPANY

HELMETS AND SAFETY APPAREL – VIRGINIA

I. Definitions

The following is added:

“Helmets and safety apparel” means a helmet and other apparel specifically designed and produced to minimize injury resulting from motorcycle accidents.

II. Part III – Physical Damage

The **INSURING AGREEMENT** is amended to include:

HELMETS AND SAFETY APPAREL

In addition, we will pay, without application of deductible, to a limit of \$300, for direct and accidental loss to any “helmets and safety apparel” worn by you or a passenger while “occupying” “your covered auto”. We will pay for such loss if the loss is caused by “collision” only if the Declarations indicates that Collision Coverage is provided for that auto.

All other provisions of your policy apply.

**FAMILY SPECIAL PACKAGE AUTOMOBILE
TOWING AND LABOR COSTS ENDORSEMENT**

SCHEDULE

<u>Description Of Automobile</u>	<u>Limit of Towing and Labor Costs</u>	<u>Premium</u>
See Declarations Page	See Declarations Page	See Declarations Page

In consideration of the payment of an additional premium, the Policy is extended to include reimbursement for Towing and Labor Costs necessitated by the disablement of the owned automobile or of any non-owned automobile provided the labor is performed at the place of disablement.

This endorsement is subject to all the terms, conditions and exclusions of the policy.

Note: In no event shall the limit of liability for Towing and Labor Costs coverage be less than \$10 per disablement.



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
Solutions



ASSURANT
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.
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.

Non-Affiliates:

Ranchers and Farmers Mutual Insurance Company
Republic Lloyds

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



ASSURANT
Solutions



ASSURANT
Specialty
Property

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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