
AUTO INSURANCE POLICY

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THE COMPANY NAMED IN THE DECLARATIONS
Administrative Offices: Warwick, Rhode Island

AUTO INSURANCE POLICY

INSURANCE AGREEMENT AND DECLARATIONS

This insurance policy is a legal contract between **you** (the policyholder) and **us** (the Company named in the Declarations). It insures **you** and **your automobile** for the various kinds of insurance **you** have selected, as shown in the Declarations. The Declarations are an important part of this policy. By accepting this policy, **you** agree that the statements contained in the Declarations and in any application are **your** true and accurate representations. This policy is issued and renewed in reliance upon the truth of those representations. This policy contains all agreements between **you** and **us** and any of **our** sales representatives relating to this insurance. **You** must pay the required premium.

The exact terms and conditions are explained in the following pages.

GENERAL DEFINITIONS

The following words and phrases appear in bold-face type repeatedly throughout this policy. They have a special meaning and are to be given that meaning whenever used in connection with this policy and any endorsement which is part of this policy:

"AUTOMOBILE" means a private passenger automobile, pick-up truck, panel truck or van, designed for use mainly on public roads.

"BODILY INJURY" means any bodily injury, sickness, disease or death sustained by any person.

"LOSS" means direct and accidental loss or damage.

"MOTOR VEHICLE" means a land motor vehicle designed for use mainly on public roads other than:

1. a farm type tractor or other farm equipment designed for use principally off public roads, while not upon public roads;
2. a vehicle operated on rails or crawler-treads;
3. a vehicle while located for use as a residence or premises; or
4. a vehicle used as a dwelling or place of business.

"OCCUPYING" and **"OCCUPIED"** mean being in or upon, entering into, or alighting from a **motor vehicle**.

"PROPERTY DAMAGE" means physical injury to or destruction of tangible property, including the loss of use of such property.

"RELATIVE" means a person related to **you** by blood, marriage or adoption (including a ward or foster child) and who resides in **your** household.

"TRAILER" means a trailer designed for use with an **automobile** which is not used as an office, store,

display, or passenger trailer. A farm wagon or farm implement is a trailer when used with an **automobile**.

"**WE**", "**US**", "**OUR**" and "**COMPANY**" mean the company named in the Declarations.

"**YOU**" and "**YOUR**" mean the person(s) named in the Declarations of this policy as named insured and the spouse of such person or persons if a resident of the same household.

AUTOMOBILE LIABILITY

ADDITIONAL DEFINITIONS FOR THIS COVERAGE

The following definitions apply to this coverage only:

"**COVERED AUTOMOBILE**" means:

1. an **automobile** owned by **you** or hired under a written contract for one year or more, which is described in the Declarations, and for which a specific premium is charged.
2. an **automobile** newly acquired by **you**, if:
 - a. it replaces a vehicle described in the Declarations; or
 - b. it is an additional **automobile**, but only if:
 - i. **we** insure all other **automobiles** owned by **you** on the date of acquisition;
 - ii. **you** notify **us** within 30 days of acquisition of **your** election to make this and no other policy issued by **us** applicable to the **automobile**; and
 - iii. **you** pay any additional premium required by **us**.
3. a **substitute automobile**.

"**INSURED**" means:

1. with respect to a **covered automobile**:
 - a. **you**;
 - b. any **relative**; or
 - c. any other person using it within the scope of **your** permission.
2. with respect to a **non-owned automobile, you** or any **relative**.

The operation or use of such vehicle must have been with the permission of, or reasonably believed to have been with the permission of, the owner. The operation or use must also have been within the scope of the permission given.

3. any other person or organization if liable due to the acts or omissions of any person described in 1. or 2. above. This provision does not apply if the vehicle is a **non-owned automobile** owned or hired by the person or organization.

"NON-OWNED AUTOMOBILE" means:

1. an **automobile** which is not owned by, furnished to, or made available for regular use to **you** or any resident in **your** household.

EXCEPTION: An **automobile** owned by, furnished to, or made available for regular use to any resident in **your** household, is considered a **non-owned automobile** when used by **you**.

2. a commercially rented **automobile** used by **you** or a **relative** on a temporary basis.

"SUBSTITUTE AUTOMOBILE" means a **motor vehicle** not owned by **you** or any resident of the same household and which is used with the owner's permission to replace for a short time a **covered automobile**. The **covered automobile** has to be out of use for servicing or repair or because of breakdown, **loss** or destruction.

COVERAGE PROVIDED

We will pay damages for **bodily injury** and **property damage** to others for which the law holds an **insured** responsible because of an accident which results from the ownership, maintenance or use of a **covered automobile**, a **non-owned automobile** or a **trailer** while being used with a **covered automobile** or **non-owned automobile**. **We** will defend the **insured**, at **our** expense with attorneys of **our** choice, against any suit or claim seeking these damages. **We** may investigate, negotiate or settle any such suit or claim.

ADDITIONAL BENEFITS WE WILL PROVIDE

In addition to the limits of liability, **we** will pay the following expenses incurred in connection with any claim or suit to which the policy applies:

1. Premiums on the following bonds:
 - a. Appeal bonds in any suit **we** defend.
 - b. Bonds to release attachments in any suit **we** defend. The total amount of the bonds must not exceed **our** limit of liability.
 - c. Up to \$250 for any bail bond needed because of an accident or traffic violations arising out of the ownership, maintenance or use of a **covered automobile**.

We have no duty to furnish or apply for any bonds.

2. Court costs levied against the **insured**.
3. Post-judgment interest on all damages following a judgment until **we** pay, offer or deposit in court the amount due up to **our** limit of liability.
4. Expenses incurred by the **insured** for first aid to others at the time of a **motor vehicle** accident.
5. Up to \$200 per day for lost wages, but not for loss of other income, if **we** ask the **insured** to attend a hearing or trial.
6. Other reasonable expenses incurred at **our** request.

COVERAGE EXCLUSIONS

We do not cover:

- A. **bodily injury** to any employee of an **insured** arising out of his or her employment, except domestic employees who are not covered or required to be covered under any workers compensation law.
- B. **bodily injury** to a fellow employee while on the job and arising from the use of a **motor vehicle** or **trailer** in the business of his employers.

EXCEPTION: **You** are covered in this situation.

- C. **bodily injury** or **property damage** covered under an atomic or nuclear energy liability insurance policy, or that would have been covered had that policy not been terminated upon exhaustion of its limit of liability.
- D. any **motor vehicle** rented to others or used to carry persons for a charge.

EXCEPTION: This exclusion does not apply to shared expense car pools.

- E. **bodily injury** or **property damage** arising out of the business or occupation of selling, leasing, repairing, servicing, storing, or parking vehicles or **trailers**.

EXCEPTION: This exclusion does not apply to the use of a **covered automobile** by **you**, a **relative**, or by any other person in any such business in which **you** have an interest as owner or partner.

- F. any **non-owned automobile** while used by any person in any business or occupation.

EXCEPTION: This exclusion does not apply to an **automobile** or **trailer** used therewith, if driven or **occupied** by **you** or **your** chauffeur or domestic servant.

- G. **property damage** caused by any **insured** to:

1. an **automobile** that is owned by, rented to, operated by, or in the care of that **insured**; or
2. any other property that is owned by, rented to, or in the care of any **insured**. This exclusion does not apply to a rented dwelling or private garage.

- H. **bodily injury** or **property damage** caused intentionally by or at the direction of an **insured**.

- I. **bodily injury** to **you** or any person related to an **insured** by blood, marriage, or adoption who resides in the same household. This exclusion applies regardless of whether demand is made or suit is brought against the **insured** by the injured person or by a third party seeking contribution or indemnity.

- J. **bodily injury** or **property damage** awards designated as punitive, exemplary, or statutory multiple damages.

- K. any **motor vehicle** while it is located inside a facility designed for racing, for the purpose of competing in, practicing for, or preparing for, any prearranged or organized racing or speed contest.

- L. a **non-owned automobile** while used by a **relative** who owns, leases or has available for their regular use, a **motor vehicle** not described in the Declarations.

- M. any motorized vehicle which has less than four wheels.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for "each person" for Bodily Injury Liability is the most **we** will pay for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of **bodily injury** sustained by any one person as the result of any one accident. Subject to this limit for "each person", the limit shown in the Declarations for "each accident" for Bodily Injury Liability is the most **we** will pay for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of **bodily injury** sustained by two or more persons resulting from any one accident.

The limit of liability shown in the Declarations for "each accident" for Property Damage Liability is the most **we** will pay for all damages to all property resulting from any one accident.

If a single limit of liability is shown in the Declarations for **bodily injury** and **property damage**, it is the maximum **we** will pay for any one accident for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death.

The limit of liability shown in the Declarations for this coverage is **our** maximum limit of liability for all damages resulting from any one accident. This is the most **we** will pay regardless of the number of:

1. covered persons;
2. claims made;
3. vehicles or premiums shown in the Declarations; or
4. vehicles involved in the accident.

A **motor vehicle** and attached **trailer** are considered one vehicle.

If notice of this policy is given in lieu of security or if **we** certify this policy as proof under any financial responsibility law, the limit of liability will be applied to provide separate limits for **bodily injury** liability and **property damage** liability to the extent required by such law. Such separate application will not increase the total limit of **our** liability.

CONFORMITY WITH FINANCIAL RESPONSIBILITY LAWS

If **we** certify this policy under any financial responsibility law, this liability coverage will comply to the extent of the liability coverage and limits required by the law.

OUT OF STATE INSURANCE

If any **insured** becomes subject to a financial responsibility law or the compulsory insurance law or similar laws of another state or Canada because of the ownership, maintenance, or use of a **covered automobile** in that state or Canada, **we** will interpret this policy to provide the coverage required by those laws. The coverage provided shall be reduced to the extent that other automobile liability insurance applies. No person may in any event collect more than once for the same **loss**.

REDUCTIONS

Any amount payable to any person under this section will be reduced by any amount that person is paid under the Uninsured and Underinsured Motorists coverage portion of this policy.

OTHER INSURANCE

If there is other similar insurance, **we** will pay **our** fair share.

However, with respect to a **non-owned automobile** or a **substitute automobile**, this insurance will be excess over any other insurance. If there is other excess or contingent insurance, **we** will pay **our** fair share.

Our fair share is the proportion that **our** limit bears to the total of all applicable limits.

PERSONAL INJURY PROTECTION

If applicable, see special state provisions.

AUTOMOBILE MEDICAL EXPENSE

ADDITIONAL DEFINITIONS FOR THIS COVERAGE

The following definitions apply to this coverage only:

"COVERED AUTOMOBILE" means:

1. an **automobile** owned by **you** or hired under a written contract for one year or more, which is described in the Declarations, and for which a specific premium is charged.
2. an **automobile** newly acquired by **you**, if:
 - a. it replaces a vehicle described in the Declarations; or
 - b. it is an additional **automobile**, but only if:
 - i. **we** insure all other **automobiles** owned by **you** on the date of acquisition;
 - ii. **you** notify **us** within 30 days of acquisition of **your** election to make this and no other policy issued by **us** applicable to the **automobile**; and
 - iii. **you** pay any additional premium required by **us**.
3. a **substitute automobile**.

"MEDICAL EXPENSES" means usual, customary and reasonable expenses for necessary medical, surgical, x-ray, ambulance, hospital, professional nursing, funerals and dental services, including prosthetic devices.

"NON-OWNED AUTOMOBILE" means:

1. an **automobile**, while being used by **you** or a **relative** with the owner's permission, which is not owned by, furnished to, or made available for regular use to **you** or any resident in **your** household.

EXCEPTION: An **automobile** owned by, furnished to, or made available for regular use to any resident in **your** household, is considered a **non-owned automobile** when used by **you**.

2. a commercially rented **automobile** used by **you** or a **relative** on a temporary basis.

"SUBSTITUTE AUTOMOBILE" means a **motor vehicle** not owned by **you** or any resident of the same household and which is used with the owner's permission to replace for a short time a **covered automobile**. The **covered automobile** has to be out of use for servicing or repair or because of breakdown, **loss** or destruction.

COVERAGE PROVIDED

We will pay reasonable **medical expenses** incurred by **you** or any **relative** for **bodily injury** as a result of an accident involving a **motor vehicle** or **trailer** while being used with an **automobile**.

We will pay reasonable **medical expenses** incurred by any other person for **bodily injury** as a result of:

1. **occupying** or using a **covered automobile** at the time of the accident with **your** consent;
2. being struck by a **covered automobile**; or
3. **occupying** a **non-owned automobile** if the **bodily injury** results from the operation or occupancy of such **non-owned automobile** by **you** or a **relative**.

COVERAGE EXCLUSIONS

We do not cover:

- A. **medical expenses** incurred for services furnished more than three years after the date of accident.
- B. any person injured while in a vehicle located for use as a residence or premises.
- C. that portion of any **medical expense** for which benefits are available under any:
 1. premises insurance which affords benefits for **medical expenses**;
 2. law which provides workers compensation or disability benefits; or
 3. personal injury protection coverage of this policy.
- D. **bodily injury** sustained while **occupying**:
 1. a motorized vehicle having less than four wheels; or
 2. a vehicle located for use as a residence or premises.
- E. a **covered automobile** while hired or rented to others for a charge, or any **automobile** which **you** are driving while available for hire by the public.

EXCEPTION: This exclusion does not apply to:

 1. **bodily injury** sustained as a pedestrian; or
 2. shared expense car pools.
- F. **bodily injury** arising out of the business or occupation of selling, leasing, repairing, servicing, storing, or parking vehicles or **trailers**.

EXCEPTION: This exclusion does not apply to:

1. **bodily injury** sustained as a pedestrian; or
2. the use of a **covered automobile** by **you**, a **relative**, or by any other person in any business or occupation of selling, leasing, repairing, servicing, storing, or parking vehicles or **trailers**, in which **you** have an interest as owner or partner.

G. any **non-owned automobile** while used by any person in any business or occupation.

EXCEPTION: This exclusion does not apply to:

1. **bodily injury** sustained as a pedestrian; or
2. an **automobile** or its attached **trailer** used by **you**, **your** chauffeur or domestic servant.

H. medical treatment that is experimental in nature which is not accepted as effective therapy by:

1. the state medical association or board;
2. an approved medical specialty board; or
3. the American Medical Association.

I. a **non-owned automobile** while used by a **relative** who owns, leases or has available for their regular use, a **motor vehicle**.

LIMIT OF LIABILITY

The limit shown in the Declarations for "each person" is the maximum **we** will pay for any one person as a result of any one accident.

The limit of liability shown in the Declarations for this coverage is **our** maximum limit of liability for all damages resulting from any one accident. This is the most **we** will pay regardless of the number of:

1. covered persons;
2. claims made;
3. vehicles or premiums shown in the Declarations; or
4. vehicles involved in the accident.

The total amount **we** will pay includes funeral and burial expenses not to exceed \$1000 for each person.

OTHER INSURANCE

If there is other similar insurance, **we** will pay **our** fair share. However, with respect to a **non-owned automobile** or a **substitute automobile**, this insurance will be excess over any other insurance. If there is other excess or contingent insurance, **we** will pay **our** fair share. This coverage shall be excess over any personal injury protection benefits paid or payable, except for a deductible under this or any other motor vehicle insurance policy, for **bodily injury** to an eligible person.

Our fair share is the proportion that **our** limit bears to the total of all applicable limits.

MEDICAL EXPENSE REVIEW

At **our** option, **we** may use various cost containment and utilization review measures to identify excessive or inappropriate treatments and expenses. For example, **we** may use medical bill audits, case management, preferred provider discounts or other such tools.

UNINSURED AND UNDERINSURED MOTORISTS

ADDITIONAL DEFINITIONS FOR THESE COVERAGES

The following definitions apply to these coverages only:

"COVERED AUTOMOBILE" means:

1. an **automobile** described in the Declarations to which the Automobile Liability coverage of this policy applies and for which a specific premium is charged.
2. an **automobile** newly acquired by **you**, if:
 - a. it replaces a vehicle described in the Declarations; or
 - b. it is an additional **automobile**, but only if:
 - i. **we** insure all other **automobiles** owned by **you** on the date of acquisition;
 - ii. **you** notify **us** within 30 days of acquisition of **your** election to make this and no other policy issued by **us** applicable to the **automobile**; and
 - iii. **you** pay any additional premium required by **us**.
3. a **substitute automobile**.
4. a **motor vehicle**, while being operated by **you** or a **relative** with the owner's permission, which is not owned by, furnished to, or made available for the regular use to **you** or any **relative** in **your** household.

EXCEPTION: A **motor vehicle** owned by, furnished to, or made available for regular use to any **relative** in **your** household is covered when operated by **you**.

"SUBSTITUTE AUTOMOBILE" means a **motor vehicle** not owned by **you** or any resident of the same household and which is used with the owner's permission to replace for a short time a **covered automobile**. The **covered automobile** has to be out of use for servicing or repair or because of breakdown, **loss** or destruction.

"UNINSURED MOTOR VEHICLE" means:

1. a **motor vehicle** for which, at the time of the accident, there is no insurance policy or other financial security applicable to the owner, or operator, or any other liable person or organization.
2. a **motor vehicle** which has a bodily injury liability bond or insurance policy in effect at the time of the accident, but the amount of **bodily injury** coverage under such bond or insurance policy is less than the minimum financial security requirements of the state in which the **covered automobile** is principally garaged.

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3. a **motor vehicle** which has a bodily injury liability bond or insurance policy in effect at the time of the accident, but the company writing such bond or policy denies coverage, or is or becomes insolvent.
 4. a hit and run **motor vehicle** which causes **bodily injury** to a person covered under this section as the result of striking that person or a **motor vehicle** which that person is **occupying** at the time of the accident, if:
 - a. the identity of the driver and the owner of the hit and run vehicle is unknown;
 - b. the accident is reported within 24 hours to a police officer, a peace or judicial officer, or the Commissioner or Director of Motor Vehicles;
 - c. the injured person or someone on their behalf files with **us** within 30 days of the accident a statement under oath that the injured person or their legal representative has a cause of action due to the accident for damages against someone whose identity is unknown; and
 - d. the injured person or their legal representative makes available for inspection by **us**, when requested, the **motor vehicle occupied** by that person at the time of the accident.

The term **uninsured motor vehicle** does not include:

1. a **covered automobile** or **motor vehicle** regularly furnished or available for the use of **you** or any **relative**;
2. an **automobile** owned and operated by a self-insurer as defined in the applicable motor vehicle financial responsibility law, compulsory insurance law, motor carrier law, or any other similar applicable law; or
3. an **automobile** owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing.

"UNDERINSURED MOTOR VEHICLE" means a **motor vehicle** which has a bodily injury liability bond or insurance policy in effect at the time of the accident, in at least the minimum amount required by the state in which the **covered automobile** is principally garaged, but less than the limits of this coverage provided by this policy as stated in the Declarations.

The term **underinsured motor vehicle** does not include:

1. a **covered automobile** or **motor vehicle** regularly furnished or available for the use of **you** or any **relative**;
2. an **automobile** owned and operated by a self-insurer as defined in applicable motor vehicle financial responsibility law, compulsory insurance law, motor carrier law, or any other similar applicable law; or
3. an **automobile** owned by the United States of America, Canada, a state, a political subdivision of any such government, or an agency of any of the foregoing.

UNINSURED MOTORISTS COVERAGE

This coverage is provided only if a premium is shown in the Declarations.

We will pay damages for **bodily injury** sustained by:

1. **you** or a **relative**, caused by an accident arising out of the ownership, maintenance, or use of an

uninsured motor vehicle, which **you** or a **relative** are legally entitled to collect from the owner or driver of an **uninsured motor vehicle**; or

2. any other person, caused by an accident while **occupying** a **covered automobile**, who is legally entitled to collect from the owner or driver of an **uninsured motor vehicle**.

We will also pay damages to any person for damages that person is entitled to recover because of **bodily injury** sustained by anyone described in 1. or 2. above.

UNDERINSURED MOTORISTS COVERAGE

This coverage is provided only if a premium is shown in the Declarations.

We will pay damages for **bodily injury** sustained by:

1. **you** or a **relative**, caused by an accident arising out of the ownership, maintenance, or use of an **underinsured motor vehicle**, which **you** or a **relative** are legally entitled to collect from the owner or driver of an **underinsured motor vehicle**; or
2. any other person, caused by an accident while **occupying** a **covered automobile**, who is legally entitled to collect from the owner or driver of an **underinsured motor vehicle**.

We will also pay damages to any person for damages that person is entitled to recover because of **bodily injury** sustained by anyone described in 1. or 2. above.

COVERAGE EXCLUSIONS

We do not cover:

- A. any person **occupying** or struck by a **motor vehicle** owned by **you** or a **relative**, other than a **covered automobile**.
- B. any person who settles a **bodily injury** claim, with any liable party, without **our** written consent.
- C. any claim which would benefit any insurer or self-insurer under any workers compensation, disability benefits, or similar law.
- D. any claim for which benefits are provided under the Personal Injury Protection or Medical Expense coverage of this policy.
- E. any person, other than **you**, or a **relative**, while **occupying**:
 1. a **covered automobile** while it is being used to carry persons or property for a fee.
EXCEPTION: This exclusion does not apply to shared expense car pools.
 2. a vehicle while being used without the permission of the owner.
- F. **bodily injury** or **property damage** awards designated as punitive, exemplary, or statutory multiple damages.
- G. a **relative** who owns, leases or has available for their regular use, a **motor vehicle** not described in the Declarations.

SETTLEMENT

Whether any person is legally entitled to collect damages under this section, and the amount to which such person is entitled, will be determined by agreement between that person and **us**. Upon written consent of both parties, any disagreement will be settled by arbitration.

When arbitration applies, it will take place under the rules of the American Arbitration Association, unless other means are required by law or are agreed to by the injured party and **us**.

If a person seeking coverage files a suit against the owner or driver of the **uninsured or underinsured motor vehicle**, copies of suit papers must be forwarded to **us** and **we** have the right to defend on the issues of the legal liability of, and the damages owed by, such owner or driver. However, **we** are not bound by any judgment against any person or organization obtained without **our** written consent.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for "each person" is the most **we** will pay for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of **bodily injury** sustained by any one person as the result of any one accident. Subject to this limit for "each person", the limit shown in the Declarations for "each accident" for **bodily injury** liability, is the most **we** will pay for all damages, including damages for care, loss of consortium, emotional distress, loss of services or death, arising out of **bodily injury** sustained by two or more persons resulting from any one accident. This is the most **we** will pay regardless of the number of:

1. covered persons;
2. claims made;
3. vehicles or premiums shown in the Declarations; or
4. vehicles involved in the accident.

REDUCTIONS

The lesser of the limits of this insurance or the amount payable under this coverage will be reduced by any amount:

1. paid by or on behalf of any liable parties.
2. paid or payable under any workers compensation, disability benefits or similar laws.
3. paid or payable under the **AUTOMOBILE LIABILITY** section of this policy.

OTHER INSURANCE

If there is other similar insurance, **we** will pay only **our** fair share. The total amount of recovery under all policies will be limited to the highest of the applicable limits of liability of this insurance and such other insurance.

Our fair share is the proportion that **our** limit bears to the total of all applicable limits. However, if **you** do not own the **motor vehicle**, **our** insurance will be excess over other similar uninsured or underinsured insurance available but only in the amount by which the limit of liability of this policy exceeds the limits of liability of the other available insurance. If there is other excess or contingent insurance, **we** will pay **our** fair share.

No payments will be made until the limits of all other liability insurance and bonds that apply have been exhausted by payments.

PHYSICAL DAMAGE

ADDITIONAL DEFINITIONS FOR THESE COVERAGES

The following definitions apply to these coverages only:

"ACTUAL CASH VALUE" means the amount that it would cost to repair or replace damaged property, less allowance for physical deterioration and depreciation.

"COLLISION" means the upset of an **automobile** or the contact of an **automobile** with another object or vehicle.

"COVERED AUTOMOBILE" means:

1. an **automobile** or a **trailer** designed for use with an **automobile**, owned by **you** or hired under a written contract for one year or more and for which a specific premium is shown in the Declarations.
2. an **automobile** newly acquired by **you**, subject to the following:
 - a. If Comprehensive or Collision coverage applies to any **automobile** shown in the Declarations:
 - i. **we** will apply the broadest of these coverages to the newly acquired **automobile**;
 - ii. **you** must notify **us** within 30 days of acquisition, of **your** election to make this and no other policy issued by **us** applicable to the newly acquired **automobile**; and
 - iii. **you** must pay any additional premium required by **us**.
 - b. If Comprehensive or Collision coverage does not apply to any **automobile** shown in the Declarations:
 - i. **we** will provide Comprehensive and Collision coverage subject to a \$500 **deductible** for the newly acquired **automobile**;
 - ii. **you** must notify **us** within 6 days of acquisition, of **your** election to make this and no other policy issued by **us** applicable to the newly acquired **automobile**; and
 - iii. **you** must pay any additional premium required by **us**.
3. a **substitute automobile**.

"DEDUCTIBLE" means the amount of **loss** to be paid by **you**. **We** pay for covered **loss** above the deductible amount.

"NON-OWNED AUTOMOBILE" means:

1. an **automobile** or **trailer** while being used by **you** or a **relative**, with the owner's permission, which is not owned by, furnished to, or made available for regular use to **you** or any resident in **your** household.

EXCEPTION: An **automobile** or a **trailer** owned by, furnished to, or made available for regular use to

any resident in **your** household, is considered a **non-owned automobile** when used by **you**.

2. a commercially rented **automobile** or **trailer** used by **you** or a **relative** on a temporary basis.

"SUBSTITUTE AUTOMOBILE" means an **automobile** or a **trailer** not owned by **you** or any resident of the same household and which is used with the owner's permission to replace for a short time a **covered automobile**. The **covered automobile** has to be out of use for servicing or repair or because of breakdown, **loss** or destruction.

COVERAGES PROVIDED

The following coverages are applicable only if indicated in the Declarations. They apply to the vehicles for which a premium is shown.

COMPREHENSIVE

We will pay for **loss** to **your covered automobile** or to a **non-owned automobile**, including its equipment, not caused by **collision**, minus any applicable **deductible** shown in the Declarations. Coverage is included for a **loss** caused by, but not limited to, the following:

1. Falling objects or contact with a bird or animal;
2. Fire, explosion or earthquake;
3. Theft or larceny;
4. Windstorm, hail, water or flood;
5. Malicious mischief or vandalism;
6. Riot or civil commotion; or
7. Breakage of glass, even if caused by **collision**. If **your** Comprehensive and Collision coverages have different **deductibles**, the smaller **deductible** will apply to broken glass.

COLLISION

We will pay for **loss** to **your covered automobile** or to a **non-owned automobile**, caused by **collision**, including its equipment, minus any applicable **deductible** shown in the Declarations.

Deductible Waiver: **We** will waive the **deductible** if the **loss** is the result of **collision** with another vehicle insured by **us**.

TOWING AND LABOR

This coverage is provided for vehicles covered under Comprehensive or Collision, as shown in the Declarations.

If the **covered automobile** is disabled, **we** will pay up to the maximum limit shown in the Declarations for the costs of labor done at the place of disablement and costs of towing for each disablement.

The **deductible** does not apply to the above payments.

SUBSTITUTE TRANSPORTATION

We will pay for the cost of substitute transportation if the **covered automobile** is disabled as a result of a **loss** covered under Comprehensive or Collision. For **loss** caused by theft of the **covered automobile**, this coverage is provided in lieu of the substitute transportation costs provided by item 3. of **ADDITIONAL COSTS WE WILL PAY**.

Payment will begin the day the **covered automobile** is:

1. out of use due to the **loss**, but, in the case of theft of the entire vehicle, 48 hours after the theft is reported to **us**; or
2. the day **you** leave it at the repair shop.

Payment will be made for the reasonable and necessary time required to repair or replace the **covered automobile**, but, in the case of theft of the entire vehicle, until **we** offer settlement for the theft.

We will pay for rental from an auto rental agency, as shown in the Declarations, up to the amount per day, but not more than the maximum amount for each disablement for any one **loss**.

However, if **you** do not rent from an auto rental agency, **we** will pay **you** \$12 per day, but not more than the limit shown in the Declarations for each disablement for any one **loss**.

No **deductible** shall apply to payment for substitute transportation.

ADDITIONAL COSTS WE WILL PAY

1. If a disablement occurs as a result of **loss** to the **covered automobile**, **we** will pay up to \$25 for transportation to reach the intended destination.
2. If a **loss** is caused to the **covered automobile** by a peril insured against under this section, **we** will pay up to \$300 for **loss** to clothes and luggage belonging to **you** or a **relative** which are in the **covered automobile**.
3. If the **covered automobile** is stolen, **we** will pay up to \$25 per day for substitute transportation for the period that will begin 48 hours after the theft is reported to **us** and will end when **we** offer settlement for the theft. If **you** do not rent from an auto rental agency, **we** will pay **you** \$12 per day. However, the total amount **we** will pay will not be more than \$750.
4. **We** will pay general average and salvage charges for which **you** become legally liable for transporting the **covered automobile**.

The **deductible** does not apply to the above payments.

COVERAGE EXCLUSIONS

We do not cover:

- A. any **automobile** while used to carry persons for a fee.

EXCEPTION: This does not apply to shared expense car pools.

- B. a **motor vehicle** not owned by **you** while being used in the business or occupation of selling, leasing, repairing, servicing, storing, or parking **motor vehicles** or **trailers**.

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- C. any **loss** due and confined to wear and tear, freezing, or mechanical or electrical breakdown, unless the **loss** results from a theft.
 - D. tires unless stolen, damaged by fire or vandalism, or unless another **loss** happens at the same time for which there is coverage under this policy.
 - E. **loss** to any electronic equipment designed for the reception, recording or reproduction of sound or video, and any accessories used with such equipment. This includes, but is not limited to:
 - 1. radios and televisions;
 - 2. tape decks;
 - 3. compact disc players; or
 - 4. video cassette recorders.

This exclusion does not apply if the equipment is operated solely from the electrical system of the vehicle and is:

- a. permanently installed in a housing unit or location used by the **automobile** manufacturer for such equipment; or
 - b. a component that is removable from a housing unit permanently installed in the location used by the **automobile** manufacturer for such equipment.
- F. **loss** to electronic equipment designed for receiving or transmitting audio, visual or data signals and any accessories used with such equipment. This includes, but is not limited to:
 - 1. citizens band radios;
 - 2. two-way mobile radios;
 - 3. telephones; or
 - 4. personal computers.

This exclusion does not apply to:

- a. any electronic equipment that operates solely from the electrical system of, and is necessary for the normal operation of the vehicle.
 - b. a telephone permanently installed in a location in the dashboard or console of the vehicle used by the **automobile** manufacturer for a telephone.
- G. **loss** to tapes, records, discs, other media or other devices designed for use with equipment described in exclusions E. and F.
 - H. **loss** to a camper or living quarters unit designed for mounting on an **automobile**, unless the unit is reported to **us** and the required premium is paid before the **loss**.
 - I. **loss** due to war, civil war, insurrection, rebellion, or revolution.
 - J. **loss** due to radioactive contamination.

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- K. **loss** due to destruction or confiscation by governmental or civil authorities.
- L. **loss** to an **automobile** located inside a facility designed for racing, for the purpose of competing in, practicing for, or preparing for, any prearranged or organized racing or speed contest.
- M. a **non-owned automobile** while used by a **relative** who owns, leases or has available for their regular use, a **motor vehicle**.
- N. radar and laser detectors.
- O. **loss** to **your covered automobile** or any **non-owned automobile** due to any actual or perceived loss in market or resale value.

MAXIMUM AMOUNT WE WILL PAY

Our payments will not exceed the lesser of:

1. the **actual cash value** of the property at the time of **loss**; or
2. the cost to repair or replace the property with other of like kind and quality.

If the **loss** is only to a part of the property, **our** responsibility extends to that part only.

The most **we** will pay for **loss** to a **trailer you** do not own is \$500.

OTHER INSURANCE

If **you** have other insurance against a **loss** covered by this policy, **we** will pay **our** fair share. **Our** fair share is the proportion that **our** limit bears to the total of all applicable limits. However, any insurance **we** provide with respect to **non-owned automobiles** or **substitute automobiles** will be excess over any other collectible insurance.

YOUR DUTIES IN THE EVENT OF LOSS

You must:

1. protect the **automobile** from further **loss**. **We** will pay **you** for reasonable expenses incurred for this protection. **We** will not cover any **loss** which results from **your** failure to protect the **automobile** from further **loss**.
2. file with **us** a proof of **loss** within 91 days or within the number of days required by law.
3. show **us** the damaged property and submit to examination under oath upon request.

NO BENEFIT TO BAILEE

This coverage shall not directly or indirectly benefit any carrier or bailee for hire for **loss** to the **covered automobile**.

RIGHT TO APPRAISAL

If within 60 days after proof of **loss** is filed, there is a disagreement as to the amount, **you** or **we** may demand an appraisal. Each party will select a competent appraiser. Each appraiser will state separately the **actual cash value** and the amount of **loss**. If they fail to agree, they must select and submit their

differences to a competent and disinterested umpire. Agreement by any two will determine the amount of **loss**. Each party will pay his chosen appraiser and will equally share the expenses of the appraisal and umpire.

PAYMENT OF LOSS

We may pay for the **loss** in money, repair the damaged property, or replace the damaged or stolen property. **We** may, at any time before the **loss** is paid or the property replaced, return at **our** own expense any stolen property. **We** will return the property to **you** or to the address shown in the Declarations, at **our** option. **We** may take all or part of the damaged property at the agreed or appraised value, but **you** cannot abandon the property to **us**. **We** may settle any claim or **loss** either with **you**, the owner, or any other party who has an interest, title, or lien on the property.

GENERAL POLICY CONDITIONS

1. TERRITORY AND POLICY PERIOD

This policy applies to accidents and **losses** which happen while the policy is in effect:

- a. in the United States, its territories or possessions;
- b. in Canada;
- c. while the **covered automobile** is being shipped between their ports; and
- d. during the policy period shown by the effective date and expiration date in the Declarations, or until the effective date and time of cancellation at **your** address shown in the Declarations.

2. PREMIUM CHANGES

- a. All premiums for this policy will be computed in accordance with **our** rules, rates, rating plans, premiums and minimum premiums which apply to the insurance provided by this policy. The premiums **we** charge are based on the information provided by **you** on **your** application and other information **we** possess. **We** are permitted to adjust **your** premiums when this information changes.

Changes during the policy period that may result in a premium increase or decrease include, but are not limited to, changes in:

- i. the number, type or use classification of the **covered automobiles**.
- ii. operators using the **covered automobiles**, including **you, relatives** and all licensed drivers in **your** household.
- iii. the principal garaging of the **covered automobiles**.
- iv. coverage, **deductible** or limits of the policy.

If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of the change. Premiums are payable on the dates set forth by **us**.

- b. **We** will round all premium adjustments made for any reason to the nearest dollar, in accordance with the manuals in use.

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- c. The policy premium may be re-computed upon expiration of the Policy Period as shown in the Declarations.

3. FRAUD AND MISREPRESENTATION

All coverages under this policy are void if, whether before or after a **loss**, **you** or any person seeking coverage has:

- a. concealed or misrepresented any material fact or made any fraudulent statements; or
- b. in the case of any fraud or attempted fraud, affected any matter regarding this policy or any **loss** for which coverage is sought.

4. OTHER AUTOMOBILE INSURANCE WITH US

If two or more automobile insurance policies issued by **us** apply to any accident or **loss**, the most **we** will pay is the highest dollar limit or benefit in any one such policy.

5. IF AN ACCIDENT OR LOSS OCCURS

You or someone on **your** behalf must notify **us** as soon as possible of any accident or **loss**. The notification should include as many details as possible, including names and addresses of drivers, injured persons and witnesses, and the time, place, and circumstances of the accident or **loss**. **We** may require it in writing.

In the event of a theft, **you** must promptly notify the police. If a claim or suit is made, immediately forward to **us** every claim, demand, notice, summons, or other process.

If any legal action is begun before **we** make payment under any coverage, a copy of the summons and complaint or other process must be forwarded to **us** immediately.

6. YOUR DUTY TO COOPERATE

You must cooperate with **us** in every effort to investigate the accident or **loss**, settle any claims and defend **you**.

You must attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. Except at **your** own cost, **you** will not voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid to others at the time of the accident.

Under Uninsured and Underinsured Motorists coverage, **we** may require **you** to take appropriate action to preserve **your** right to recover damages from any other person responsible for the **bodily injury**. Also, in any lawsuit against **us**, **we** may require **you** to join the responsible person as a defendant.

You must submit to examinations under oath as often as **we** may reasonably require.

These duties also apply to any other person making a claim under this policy.

7. LAWSUITS AGAINST US

You may not sue **us** unless there is full compliance with all of the terms of the policy.

You may not sue **us** under the Automobile Liability coverage until the amount of legal liability has been finally determined either by judgment after actual trial or by written agreement of **you**, the

claimant and **us**. However, no one has the right to make **us** a party in a suit to determine legal responsibility. **Your** bankruptcy or insolvency will not relieve **us** of any obligation under this policy.

You may not sue **us** under Physical Damage coverage until 30 days after proof of **loss** is filed and the amount of **loss** is determined as provided in this policy.

These conditions also apply to any other person insured under this policy.

8. MEDICAL REPORTS; PROOF AND PAYMENT OF CLAIM

Any person making a claim as a result of **bodily injury**, which may result in payment from Personal Injury Protection coverage or Automobile Medical Expense coverage, must notify **us** in writing. This notification should be sent to **us** as soon as reasonably possible after the person's first examination or treatment resulting from the **bodily injury**. Another person may give **us** the required notice on behalf of the person making a claim.

Any person making a claim must, as soon as possible:

- a. give **us** details about the death, injury, treatment, and other information **we** need to determine the amount payable. **We** have the right to make or obtain a review of **medical expenses** and services to determine if they are reasonable and necessary for the **bodily injury** sustained. Forms for providing this information may be provided by **us**.
- b. consent to be examined by physicians chosen and paid by **us** when, and as often as, **we** reasonably may require.
- c. execute authorizations to permit **us** to obtain medical reports and records. If the person is dead or unable to act, such authorizations must be executed by his or her legal representative.
- d. submit to and provide all details concerning **loss** information through written or recorded statements or examinations under oath as often as **we** reasonably may require.

Under Personal Injury Protection coverage and Automobile Medical Expense coverage, **we** may pay the injured person or any person or organization rendering the services. Any such payment will reduce the total amount **we** will pay for the injury. Any payment by **us** will not constitute admission of liability.

Under Personal Injury Protection coverage and Uninsured and Underinsured Motorists coverage, **we** may pay any amount due to:

- a. the injured person;
- b. if the injured person is a minor, his parent or guardian;
- c. if the person is deceased, the surviving spouse;
- d. the person authorized by law to receive such payment; or
- e. the person entitled by law to recover the damages, which the payment represents.

9. OUR RECOVERY RIGHT

In the event of any payment under this policy, **we** are entitled to all of the rights of recovery of the person to whom, or on whose behalf, payment was made.

That person must:

- a. hold in trust for **us** all rights of recovery.
- b. sign and deliver to **us** any legal papers relating to the recovery.
- c. help **us** exercise those rights and do nothing after **loss** to prejudice **our** rights.

In the event of recovery, **we** must be repaid for all amounts paid out by **us** plus any related collection expenses. **We** will enforce this provision only in the manner and to the extent permitted under all applicable state laws.

10. POLICY CHANGES

- a. This policy contains all of the agreements between **you** and **us**. The terms of this policy may not be changed or waived except by endorsement issued by **us**.
- b. **We** will automatically give **you** the benefits of any extension or broadening of coverage if a policy change does not require additional premiums. The change will automatically apply to **your** policy as of the date **we** implement the change in **your** state.
- c. **We** may replace this policy to reflect any changes introduced since it was issued. Paragraph b. of this section does not apply to changes implemented with a general revision that includes both the broadening and restriction of coverage, whether that general revision is implemented through introduction of:
 - i. a future edition of **your** policy; or
 - ii. an endorsement changing the policy.

However, any replacement policy will not change the limits of coverage with respect to any accident or **loss** which occurs before it was replaced.

11. ASSIGNMENT

No change of interest in this policy is effective unless **we** consent in writing by means of endorsement to this policy.

If **you** die, this policy will continue for:

- a. the surviving spouse if a resident of the same household;
- b. any legal representative to the extent he is acting within the scope of his duties as such; or
- c. any person having proper temporary custody of the **covered automobile**.

12. TERMINATION

CANCELLATION

You may cancel this policy by telling **us** on what future date **you** wish to stop coverage.

We can cancel this policy by delivering to **you** or by mailing to **you**, at **your** last known address shown on **our** records, notice stating when the cancellation will be effective. This notice will be

mailed to **you** not less than the minimum statutory time permitted by state law, but:

1. not less than 10 days:
 - a. for non-payment of premium; or
 - b. if this policy has been in effect less than 60 days at the time notice of cancellation is mailed; and
2. not less than 20 days prior to the effective date of cancellation for underwriting reasons if **your** driver's license or the license of any other driver who either resides in the same household or customarily operates the **covered automobile** has been suspended or revoked during the 12 month period preceding the effective date of cancellation.

NONRENEWAL

If **we** decide not to renew or continue **your** policy, **we** will mail notice to **you** at the last known address shown on **our** records. Notice will be mailed at least 20 days before the end of the policy period. **We** will have the right not to renew or continue at the expiration date shown in the Declarations.

If **we** offer to renew or continue and **you** do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.

OTHER TERMINATION PROVISIONS

- a. If **you** obtain other insurance on **your covered automobile**, any similar insurance provided by this policy will terminate as to that **automobile** on the effective date of the other insurance.
- b. If the law in effect in **your** state at the time this policy is issued, renewed or continued:
 - i. requires a longer notice period;
 - ii. requires a special form of or procedure for giving notice; or
 - iii. modifies any of the stated termination reasons;

we will comply with those requirements.
- c. Proof of mailing of any notice shall be sufficient proof of notice.
- d. If **you** cancel, premium may be computed on a short rate basis. If **we** cancel, premium shall be computed on a pro-rata basis. Return premium shall be rounded to the nearest dollar. Any refund may be returned either at the time cancellation is effected or as soon as possible after cancellation becomes effective, but refund or offer of refund is not a condition of cancellation.
- e. The effective date of cancellation or termination stated in the notice shall become the end of the policy period.

13. LOSS PAYABLE CLAUSE

If a loss payee is shown in the Declarations, **we** may pay any comprehensive or **collision loss** to:

- a. **you** and, if unpaid, the repairer;

b. **you** and the loss payee, as its interest may appear, when **we** find it is not practical to repair the **covered automobile**; or

c. the loss payee, as to its interest, if the **covered automobile** has been repossessed.

When **we** pay the loss payee for **loss**, **we** are entitled to the loss payee's right of recovery to the extent of **our** payment. **Our** right of recovery shall not impair the loss payee's right to recover the full amount of its claim.

The coverage for the loss payee's interest will not be invalidated by any act or neglect of **you** or the owner or person legally in possession of the vehicle except:

a. when **you** or the owner or person legally in possession of the **covered automobile** makes fraudulent statement(s) or engages in fraudulent conduct in connection with any **loss** for which coverage is sought.

b. when the vehicle is intentionally damaged, destroyed or concealed:

i. by or at the direction of **you** or the owner or person legally in possession of the vehicle; or

ii. as a result of any other act which constitutes a breach of contract between **you** or the owner and the loss payee.

c. if **you** do not have any insurable interest in the **covered automobile**.

The loss payee must file a claim in writing and comply with the conditions of the policy.

The loss payee's interest may be terminated as permitted by the terms and conditions of the policy and the date of termination of the loss payee's interest will be at least 10 days after the date **we** mail the termination notice.

IN WITNESS WHEREOF, **we** have caused this policy to be signed by its President and its Secretary at Warwick, Rhode Island. In the event that the President or Secretary who signed this contract cease to be **our** officers either before or after the contract is issued, the contract may be issued with the same effect as if they were still **our** officers.



Secretary



President

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