

Here is your
AUTOMOBILE INSURANCE POLICY



READ YOUR POLICY CAREFULLY

This policy is a legal contract between you (the policyholder) and us (the company).
It contains certain exclusions.

GENERAL INSURING AGREEMENT

In exchange for the premium deposit or premium payment and based upon the representations **you** made during the application for this insurance, **we** agree with **you** to provide insurance during the policy term for the Coverages and Limits of Liability stated on the Declaration Certificate subject to all terms, limits, and conditions contained within this policy. The Declaration Certificate together with the policy form, application, and all of its endorsements completes the policy. If this policy form is revised, it will be amended or replaced at the beginning of the next policy term.

WHAT YOU MUST DO IN CASE OF ACCIDENT OR LOSS

Notice

1. In the event of an accident, occurrence, or loss, **you**, or someone acting on **your** behalf, must promptly inform **us**, or **our** authorized agent, of the accident, occurrence, or loss, giving:
 - a) the time, place, and other facts;
 - b) the names and addresses of all involved persons and witnesses.
2. If it is not possible to do this promptly, it must be done as soon as it is reasonably possible.

Other Duties

1. A person claiming any coverage under this policy must:
 - a) cooperate with and assist **us** in any matter concerning a claim or lawsuit;
 - b) promptly send any legal papers received or filed relating to any claim or lawsuit to **us**;
 - c) provide any proofs of loss **we** require in the form **we** require;
 - d) submit to examinations by **us**, under oath, as often as **we** may reasonably require; and
 - e) allow **us** to examine any other persons or witnesses, under oath, while not in the presence of any person claiming, or who may claim, any coverage under this policy. This must be done as often as **we** may reasonably require.
2. A person claiming Personal Injury Protection Insurance Coverage under Part II, Uninsured Motorists Bodily Injury Coverage under Part III, or Underinsured Motorists Bodily Injury Coverage under Part III must promptly:
 - a) give **us** written notice of any injury;
 - b) submit to physical and mental examinations at **our** expense by doctors **we** select as often as **we** may reasonably require;
 - c) authorize **us** to obtain medical, wage, and other records;
 - d) give **us** a copy of any legal papers served in connection with any lawsuit started by **you** or **your** legal representative to recover damages for **bodily injury** against a person or organization who may be liable; and
 - e) under Part III – Uninsured Motorists and Underinsured Motorists Bodily Injury Coverages:
 - 1) make a written report of a hit-and-run accident within 24 hours to local law enforcement;
 - 2) allow **us** to inspect the **car occupied** by the **insured person**; and
 - 3) file with **us** written notice of the hit-and-run accident within 30 days.
 - 4) If it is shown that it is not reasonably possible to make the written report and file the written notice within the prescribed time as described in 1) and 3) above, the written report must be made and the written notice must be filed as soon as reasonably possible.
3. A person claiming Part IV – Car Damage Coverages must:
 - a) immediately report theft of the **insured auto**, its **equipment**, or extra equipment to local law enforcement;

- b) when required, prior to payment of a claim for damages caused by fire, submit a report to the fire department in the locale where the fire occurred;
- c) take reasonable steps to protect the **insured auto** from further damage. **We** will pay **your** reasonable expenses for this if the loss is covered by Part IV – Car Damage Coverages. **We** will not pay for further damage if **you** fail to protect the **insured auto**;
- d) allow **us** to inspect and appraise the damaged **insured auto** before its repair or disposal.

Table of Contents

General Insuring Agreement	1
What You Must Do In Case Of Accident Or Loss	1
Notice	1
Other Duties	1
Definitions Used Throughout This Policy	5
Part I – Bodily Injury And Property Damage Liability Coverages	7
Definitions	7
Insuring Agreement - Bodily Injury and Property Damage Liability Coverages	8
Insuring Agreement - Broadened Other Car Coverage	8
Insuring Agreement - Transportation Network Company Coverage	8
Additional Payments	8
Exclusions - Part I	9
Conformity With Financial Responsibility Laws	11
Limits of Liability	11
Other Insurance	11
Part II – Michigan No-Fault Coverages	11
Definitions	12
Insuring Agreement – Personal Injury Protection Insurance Coverage	12
Insuring Agreement – Attendant Care Rider	13
Insuring Agreement – Property Protection Insurance Coverage	13
Insuring Agreement – Transportation Network Company Coverage	13
Exclusions - Part II	13
Limit of Liability	15
Other Insurance	17
Reimbursement And Trust Agreement	17
Arbitration	17
Part III – Uninsured Motorists and Underinsured Motorists Bodily Injury Coverages	18
Definitions	18
Insuring Agreement - Uninsured Motorists Bodily Injury Coverage	19
Insuring Agreement - Underinsured Motorists Bodily Injury Coverage	19
Insuring Agreement - Transportation Network Company Coverage	19
Exclusions - Part III	20
Limits Of Liability	20
Other Insurance	21
Arbitration	21
Legal Action Against Us	22
Payment Of Loss	22
Our Recovery Rights	22
Part IV – Car Damage Coverages	23
Definitions	23
Insuring Agreement - Comprehensive Coverage	24
Insuring Agreement - Limited Collision Coverage	24
Insuring Agreement - Basic Collision Coverage	24
Insuring Agreement - Broad Collision Coverage	24
Insuring Agreement - Car Rental Coverage	24
Insuring Agreement - Extra Equipment Coverage	25
Insuring Agreement - Enhanced Exterior Repair Option	25
Insuring Agreement - Enhanced Total Loss Replacement Coverage	25
Insuring Agreement - Loan/Lease Gap Coverage	26
Insuring Agreement - Transportation Network Company Coverage	26
Deductible	27
Disappearing Deductible	27

Supplementary Payments	27
Exclusions - Part IV	28
Limit of Liability	30
No Benefit To Bailee.....	30
Other Insurance.....	31
Defense	31
Appraisal.....	31
Payment of Loss.....	31
General Policy Conditions Applying To All Parts Of This Policy.....	31
1. Policy Term, Territory, Use.....	31
2. Conformity With Statutes.....	31
3. Two Or More Cars.....	32
4. No Duplication or Stacking	32
5. Our Recovery Rights	32
6. Transfer Of The Policy	32
7. Lawsuit Against Us	32
8. Bankruptcy.....	32
9. Excluded Driver	33
10. Cancellation.....	33
11. Nonrenewal	33
12. Policy Expiration	33
13. Changes	34
14. Duty To Report Changes.....	34
15. Effective Time.....	34
16. Declarations.....	35
17. Additional Car And Replacement Option	35
18. Premium	35
19. Premium Payment And Fees	35
20. Constitutionality	35
21. Concealment, Misrepresentation, Or Fraud	35
22. Transfer Of Title.....	36
23. Loss Payable.....	36
24. Joint And Individual Interests	36
Signature Clause.....	36

DEFINITIONS USED THROUGHOUT THIS POLICY

Defined words are shown in **bold** type. In each Part, there are additional definitions for that Part only. The defined terms have the same meaning whether in the singular, plural, or any other form of the same term.

1. **Additional car:**
 - a) means a **car**, other than a **replacement**, acquired by **you** after the effective date of this policy if:
 - 1) **we** insure all **cars** owned by **you**; and
 - 2) **you** notify **us** about it by the end of the 30th calendar day immediately following the day **you** acquired it.
 - b) Coverage for an **additional car** applies only if **you** notify **us** about it by the end of the 30th calendar day immediately following the day **you** acquired ownership of it. If **you** do so, the **additional car** will have the same coverage as the **car** with the broadest coverage that is shown on the Declaration Certificate. This coverage is effective on the date **you** acquired ownership of it until the **car** is no longer an **additional car**. A **car** is no longer an **additional car** on the earliest of:
 - 1) the effective date and time of a policy or endorsement issued by **us** or any other company that describes the **car** as an insured vehicle; or
 - 2) the end of the 30th calendar day immediately following the day **you** acquired ownership of it.
 - c) This definition is subject to General Policy Condition 18. Additional Car And Replacement Option.
2. **Bodily injury** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.
3. **Car** means any:
 - a) vehicle of the same type as the one described on the Declaration Certificate;
 - b) **private passenger vehicle**; or
 - c) **trailer**.
4. **Car business** means the business or occupation of renting, leasing, selling, repairing, servicing, storing, or parking motor vehicles, including, but not limited to, road testing and delivery.
5. **Code** means Chapter 31 of the Michigan Insurance Code, the Michigan No-Fault law.
6. **Covered auto** means any:
 - a) vehicle described on the Declaration Certificate and identified by a specific vehicle identification number;
 - b) **trailer** owned by **you**;
 - c) **additional car**;
 - d) **replacement**; or
 - e) **temporary substitute**.
7. **Insured auto** means any:
 - a) **covered auto**; or
 - b) **other auto**.
8. **Insured person(s)** means those persons entitled to coverage under this policy. They are defined under each Part.
9. **K-12 school** means a K-12 learning institution that is recognized by the State of Michigan's Board of Education.
10. **Lienholder** means lienholder or other loss-payee named on the Declaration Certificate.
11. **Occasional** is defined as infrequent, relating to a special event, or only from time to time.
12. **Occupying** and **occupied** means in, on, getting into, or getting out of.
13. **Other auto**.
 - a) **Other auto** means any:

- 1) **private passenger vehicle**;
 - 2) **trailer**; or
 - 3) vehicle with a manufacturer's rated gross vehicle weight (GVW) of 12,000 pounds or less used for the purpose of non-commercial transportation of personal household goods;
- b) An **other auto** does not include any vehicle or **trailer** under a) above, unless that vehicle or **trailer**:
- 1) is not a **covered auto**; and
 - 2) **you** or any resident of **your** household does not:
 - a. own;
 - b. lease for 31 days or more; or
 - c. have furnished or available for frequent or regular use.
14. **Pollutants** mean any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste, regardless of whether indoors or outdoors. Waste includes materials to be recycled, reconditioned, or reclaimed.
15. **Private passenger vehicle** means a land motor vehicle designed for operation principally upon public roads with four wheels or more and a wheelbase of 56 inches or more that is:
- a) a passenger, station wagon, sport utility, or pickup body type vehicle;
 - b) a truck or van type vehicle with a manufacturer's rated gross vehicle weight (GVW) of 12,000 pounds or less. However, this does not include a step-van, parcel delivery van, cargo cutaway van, a van, or truck modified or equipped for the preparation or sale of food from the truck or van, or other van with a cab separate from the cargo area; or
 - c) a motor home.
16. **Property damage** means damage to, or destruction of, tangible property. It includes loss of use.
17. **Rated driver** means a person who, at the time of loss, is:
- a) listed as a driver with Active driver status on the Declaration Certificate; and
 - b) not a named insured, **spouse**, or **resident relative**.
18. **Replacement**:
- a) means a **car**, ownership of which is acquired by **you** after the effective date of this policy, if:
 - 1) it permanently replaces a vehicle described on the Declaration Certificate and identified by a specific vehicle identification number; and
 - 2) **you** notify **us** about it by the end of the 30th calendar day immediately following the day **you** acquired ownership of it.
 - b) coverage for a **replacement** applies only if **you** notify **us** about it by the end of the 30th calendar day immediately following the day **you** acquired ownership of it. If **you** do so, the **replacement** will have the same coverage as the **car** it replaced. This coverage is effective on the date **you** acquired ownership of it until the **car** is no longer a **replacement**. A **car** is no longer a **replacement** on the earliest of:
 - 1) the effective date and time of a policy or endorsement issued by **us** or any other company that describes the **car** as an insured vehicle; or
 - 2) the end of the 30th calendar day immediately following the day **you** acquired ownership of it.
 - c) This definition is subject to General Policy Condition 18. Additional Car And Replacement Option.
19. **Resident relative** means a person, who is domiciled in **your** household and is related to **you** by blood, marriage, or adoption, or is **your** ward or foster child. **Resident relative** also includes **your** unmarried child temporarily away from home attending school. In Part II – Michigan No-Fault Insurance Coverages, **resident relative** includes **spouse**.
20. **School event** means an event scheduled by the school district in which K-12 **students** attend.

21. **Spouse** means **your** husband or wife, if domiciled in **your** household. If **your spouse** ceases to be domiciled in **your** household during the term of this policy, he or she will be considered a domiciled **spouse** under this policy until the end of the policy term, unless he or she is named as an insured on another policy effective before the end of this policy term.
22. **Standby period** means the time while the **TNC driver** is logged into or is otherwise accessing the **TNC** network or application, but has not yet accepted a passenger or delivery assignment from the **TNC** or any other company that connects its customers to **transportation network services** or provides transportation services. Once a **standby period** has ended, a new **standby period** may not begin until all **TNC** and other transportation network company assignments, including any associated tasks, have been completed or cancelled.
23. **State(s)** includes any state, territory, or possession of the United States, the District of Columbia, and Canada.
24. **Student** means someone who attends a school, college, or university for the purpose of obtaining an education, diploma, or a degree.
25. **Temporary substitute** means a **car** or **trailer** not owned by **you** or any resident of **your** household used while a **covered auto** is out of use for a short time because of its breakdown, repair, servicing, loss, or destruction.
26. **TNC** means a transportation network company that uses a digital network or software application service to connect its customers to **transportation network services** provided by transportation network company drivers. To qualify as a **TNC**, the entity must:
 - a) operate lawfully under the terms of laws governing transportation network companies in the **state** where this policy is issued; and
 - b) provide **TNC insurance coverage**.
27. **TNC auto** means the **covered auto** that is registered with a **TNC** and for which **your** Declaration Certificate indicates Transportation Network Company coverage applies.
28. **TNC driver** means a person who is named on the Declaration Certificate as an Active status driver and who is registered with a **TNC** as a transportation network company driver.
29. **TNC insurance coverage** means insurance coverage purchased by the **TNC** for loss arising while the **TNC driver** is using the **TNC auto** during the **standby period** or for loss arising while the **TNC driver** is using the **TNC auto** to provide **transportation network service** through use of the **TNC** network or application, which provides:
 - a) motor vehicle liability insurance coverage;
 - b) to the extent required by applicable **state** law, personal protection insurance, uninsured motorists bodily injury coverages, underinsured motorists bodily injury coverages, and car damage coverages; and
 - c) coverage that satisfies any applicable requirements **state** law imposes upon a **TNC** regarding this type of motor vehicle insurance coverage.
30. **Trailer** means a trailer designed to be towed by a **private passenger vehicle**.
31. **Transportation network service** means the use of a vehicle to provide transportation of persons or property during the period of time that an **insured person** is logged into a **TNC** as a driver, whether or not the persons or property are **occupying** the vehicle. However, under Part II – Michigan No-Fault Coverages, **transportation network services** does not include transportation of property.
32. **War** means war, whether or not declared, civil war, insurrection, rebellion, revolution, or any related act or incident.
33. **We, us, our(s)** means the Insurance Company named on the Declaration Certificate.
34. **You** and **your** means any person shown as a named insured on the Declaration Certificate. It includes the **spouse** of a named insured, if a resident of the same household at the time of the loss.

Part I – Bodily Injury And Property Damage Liability Coverages

Coverage from this Part applies only if a premium is listed for it on the Declaration Certificate.

DEFINITIONS

THE FOLLOWING DEFINITIONS APPLY TO THIS PART IN ADDITION TO DEFINITIONS USED THROUGHOUT THIS POLICY:

1. **Insured person(s)** means:
 - a) For use of a **covered auto**:
 - 1) **you**, a **resident relative**, or a **rated driver**;
 - 2) any other person using it with the permission of **you**, any **resident relative**, or a **rated driver**; or
 - 3) a Lessor or an Additional Interest as shown on the Declaration Certificate with respect only to the Lessor's or Additional Interest's legal liability for the acts or omissions of a person described in 1) or 2) above. This does not include a **TNC**.
 - b) For use of **other autos**, used with the permission of a person having the right to grant it and if a **covered auto** is a **private passenger vehicle**:
 - 1) **you**, if an individual;
 - 2) any **resident relative** or **rated driver**, who does not own a **private passenger vehicle**; or
 - 3) any **resident relative** or **rated driver**, who owns a **private passenger vehicle** that is a **covered auto**.
 - c) Any other person, who does not own or hire, but is legally responsible for the use of the **insured auto** operated by an **insured person**. This does not include a **TNC**.

INSURING AGREEMENT - BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGES

1. Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** will pay compensatory damages for which an **insured person** is legally liable because of **bodily injury** or **property damage** arising out of the ownership, maintenance, or use including the loading or unloading of an **insured auto**.
2. **We** will defend an **insured person** in any civil action to which this coverage applies, with attorneys of **our** choice, or settle any claim for these damages as **we** think appropriate. **We** will choose either **our** staff attorneys or private attorneys. Both shall exercise their independent professional judgment in the defense of an **insured person**. However, **we** will not defend or settle, after **we** have paid **our** Limit of Liability for a loss to which this coverage applies.
3. If MI Limited Property Damage Liability is shown on the Declaration Certificate for a **covered auto**, **we** will also pay for damages which an **insured person** becomes legally obligated to pay for damage to a motor vehicle as required and limited by section 3135(3)(e) of the **Code**.

INSURING AGREEMENT - BROADENED OTHER CAR COVERAGE

1. Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, the Liability Coverage covers:
 - a) **you**;
 - b) a **resident relative**, who does not own a **car**; and
 - c) a **rated driver**, who does not own a **car**;
2. For use of a motor vehicle with four wheels or more not owned by **you**, any resident of **your** household, or a **rated driver**, Exclusion 2.d. does not apply.
3. The Limits of Liability will be the same as those shown on the Declaration Certificate for Bodily Injury and Property Damage Coverages.

INSURING AGREEMENT - TRANSPORTATION NETWORK COMPANY COVERAGE

If Transportation Network Company Coverage is shown as "Included" on the Declaration Certificate for a **covered auto**, subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, the Part I coverages shown on the Declaration Certificate for the **TNC auto** will be extended to the **TNC auto** during the **standby period**.

ADDITIONAL PAYMENTS

In addition to the Limits of Liability for this coverage, **we** will also pay:

1. all costs **we** incur in the settlement of any claim or defense of any lawsuit;

2. interest accruing after judgment is entered in any lawsuit **we** defend, but **our** payment of interest shall not exceed the amount of interest owed as computed at the applicable rate of interest against only **our** Limit of Liability as stated on the Declaration Certificate. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment that does not exceed **our** Limit of Liability for this coverage;
3. premiums on appeal bonds and attachment bonds required in any lawsuit **we** defend. **We** will not pay the premium for attachment bonds of an amount beyond **our** Limit of Liability;
4. charges up to \$250 for a bail bond required due to a traffic law violation or auto accident causing **bodily injury** or **property damage** covered under this Part of this policy. However, **we** have no obligation to apply for or furnish this type of bond;
5. loss of earnings up to \$250 per day to attend trials or hearings, incurred at **our** request; and
6. other reasonable expenses incurred at **our** request.

EXCLUSIONS - PART I

1. Damages Not Covered. The Liability Coverage does not cover:

Punitive damages, exemplary damages, or statutorily imposed treble or multiplied damages for which an **insured person** is legally liable because of **bodily injury** or **property damage** arising out of the ownership, maintenance, or use, including, but not limited to, the loading or unloading, of the **insured auto**.
2. Persons and Vehicles Not Covered. The Liability Coverage does not cover:
 - a) the United States of America or any of its agencies;
 - b) a person covered by any contract of nuclear energy liability insurance;
 - c) a person covered by the Federal Tort Claims Act;
 - d) the use of any vehicle that is owned, leased for 31 days, or furnished or available for the frequent or regular use by **you**, any resident of **your** household, or a **rated driver** unless it is a **covered auto**.
 - e) using or **occupying** a vehicle without a reasonable belief that the **insured person** is entitled, legally or otherwise, to do so.
3. Business Use Not Covered. The Liability Coverage does not cover:
 - a) a **covered auto**, if used in the course of a **car business**. However, **you**, a **resident relative**, or a **rated driver** are covered;
 - b) an **other auto**, if used in the course of a **car business** by anyone; or
 - c) an **other auto**, if used in the course of any other business of an **insured person**, except a **private passenger vehicle** operated or **occupied** by **you**.
4. **Bodily Injury** and **Property Damage** Not Covered. The Liability Coverage does not cover:
 - a) **bodily injury** during the course of employment:
 - 1) to an **insured person's** domestic employee, who is entitled to workers' compensation; or
 - 2) to any other employee of an **insured person**;
 - b) **bodily injury** to an **insured person's** fellow employee while using an **insured auto** in the course of employment. However, **we** will cover **you**;
 - c) **bodily injury** or **property damage**, if an **insured person** assumes liability by contract or agreement;
 - d) **bodily injury** or **property damage** while an **insured auto** is used:
 - 1) to carry persons or property for compensation, a fee, or for employment purposes, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
 - 2) for the preparation or sale of food from the **insured auto**;
 - 3) to provide **transportation network service**; or
 - 4) in a vehicle sharing or similar type of program in which the vehicle is shared, rented, or leased to others for a fee.

- 5) Exceptions:
 - a) This exclusion does not apply to a share-the-expense car pool, use of the **insured auto** for volunteer or charitable purposes, or use for which only reimbursement for normal operating expenses is received.
 - b) This exclusion does not apply to an **educator's occasional** transportation of **students** to/or from a **K-12 school** or a **school event**.
 - c) When Transportation Network Company Coverage applies, this exclusion does not apply to a **TNC driver's** use of a **TNC auto** during the **standby period**, unless the **TNC driver** is carrying persons or property for compensation or a fee at the time of the accident;
 - e) **bodily injury** or **property damage** while an **insured auto** is subject to any rental, lease, sale, or consignment agreement not shown on the Declaration Certificate or any other endorsement issued by **us**;
 - f) **bodily injury** or **property damage** arising out of the preparation for or participation in any prearranged, organized, or spontaneous:
 - 1) racing, demolition, stunting, or speed contest; or
 - 2) use of a vehicle at a track or course designed or used for racing or high performance driving.
 - g) **property damage** to property owned by, in the care of, transported by, or rented to an **insured person**. However, **property damage** to a residence, private garage, or carport rented to an **insured person** is covered;
 - h) traffic fines or court ordered restitution;
 - i) any loss, cost, or expense arising out of any governmental direction or request, including, but not limited to, testing, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing **pollutants**, regardless of whether indoors or outdoors;
 - j) **bodily injury** or **property damage** arising out of the actual, alleged, or threatened discharge, dispersal, release, or escape of **pollutants**, regardless of whether indoors or outdoors;
 - k) **bodily injury** or **property damage** arising out of the use or operation by an **insured person** of any **car** while it is being used to flee a law enforcement agent or crime scene;
 - l) **bodily injury** or **property damage** caused by or reasonably expected to result from a criminal act or omission of any **insured person**. This exclusion applies regardless of whether that **insured person** actually is charged with, pleads to, or is convicted of a crime. This exclusion does not apply to moving traffic violations.
 - m) **property damage** to motor vehicles for which an **insured person** is liable due to section 3135(3)(e) of the **Code**. This exclusion does not apply if MI Limited Property Damage Liability is shown on the Declaration Certificate for a **covered auto**.
 - n) **bodily injury** to **you** or a **resident relative**. This exclusion applies only to damages in excess of the minimum limit mandated by the motor vehicle financial responsibility law of Michigan.
5. To the extent that the Limits of Liability under Part I exceed the minimum Limits of Liability required by the Financial Responsibility Law of the **state** in which the loss occurred, the Liability Coverage does not cover **bodily injury** or **property damage** expected or intended from the standpoint of the **insured person**, even if the **bodily injury** or **property damage** is different from, or greater than, that which is expected or intended.
 6. If a court with proper jurisdiction finds an exclusion under Part I of this policy invalid or unenforceable, that exclusion shall:
 - a) not apply to the portion of damages for **bodily injury** or **property damage** that is less than or equal to the minimum amounts of liability insurance required under financial responsibility law of the **state** in which the loss occurs, that applies to the owner or operator of a **private passenger vehicle**; and
 - b) apply to the portion of all damages that exceeds minimum amounts of liability insurance required under a financial responsibility law of the **state** in which the loss occurs, that applies to the owner or operator of a **private passenger vehicle**.

CONFORMITY WITH FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof under any Financial Responsibility Law, it will comply with the law to the extent of the coverage and Limits of Liability required by the law.

LIMITS OF LIABILITY

1. The Limits of Liability shown on the Declaration Certificate apply as follows:
 - a) The **Bodily Injury** Limit for each person is the maximum amount that will be paid for **bodily injury** sustained by one person in one accident. This Limit includes the following claims for damages arising out of **bodily injury**:
 - 1) Any claims by other persons for damages for care, loss of consortium, loss of services and society, or wrongful death;
 - 2) Survivor actions; and
 - 3) Derivative damages allowed under the law.
 - b) Subject to the Limit for each person, the **Bodily Injury** Limit for each accident is the maximum amount that will be paid for **bodily injury** sustained by two or more persons in any one accident. This Limit also includes the following claims for damages arising out of **bodily injury**:
 - 1) Any claims by other persons for care, loss of consortium, loss of services and society, or wrongful death;
 - 2) Survivor actions; and
 - 3) Derivative damages allowed under the law.
 - c) The Property Damage Limit for each accident is the maximum amount that will be paid for **property damage** sustained in one accident.
2. **We** will pay no more than the Limits of Liability shown on the Declaration Certificate for a **car** described and identified by a specific vehicle identification number when the liability is due to that **car**, a **temporary substitute**, an **additional car**, **replacement**, or a **trailer** owned by **you**.
3. If the liability is due to an **other auto**, **we** will pay no more than the highest Limit of Liability shown on the Declaration Certificate for any one **car** described and identified by a specific vehicle identification number on this and no other policy.
4. The Limits of Liability are not increased because a claim is made or a lawsuit is brought against more than one **insured person**.

OTHER INSURANCE

1. If there is other applicable liability insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits. However, any insurance **we** provide for a vehicle or **trailer you** do not own shall be excess over any other collectible insurance.
 - a) When Transportation Network Company Coverage applies, for an accident involving a **TNC driver** using a **TNC auto** during the **standby period**, **our** Liability insurance will be excess over **TNC insurance coverage** and the amount **we** pay will never exceed the greater of the following:
 - 1) the amount by which the Limit of Liability of this policy exceeds the amount of the collectible **TNC insurance coverage**; or
 - 2) \$10,000.

Part II – Michigan No-Fault Coverages

Coverage from this Part applies only if a premium is listed for it on the Declaration Certificate. Additionally, Coverage for Allowable Expenses Benefits applies only if a limit selected by **you** for Allowable Expenses Benefits is listed on the Declarations Page with a corresponding premium shown. If **you** elected not to purchase Allowable Expenses Benefits coverage, **your** election not to purchase this coverage is listed on the Declarations Page.

DEFINITIONS

THE FOLLOWING DEFINITIONS APPLY TO THIS PART IN ADDITION TO DEFINITIONS USED THROUGHOUT THIS POLICY:

1. **Motor vehicle** means a vehicle, including a **trailer**, with more than two wheels, required to be registered in Michigan. The **motor vehicle** must be operated, or designed for operation, upon a public highway by power other than muscular power. **Motor vehicle** does not include: a **motorcycle**, moped, off-road vehicle, a farm tractor or other implement of husbandry that is not subject to the registration requirements of the Michigan Vehicle Code; golf cart, power-driven mobility device, commercial quadricycle, or electric bicycle.
2. **Motorcycle** means a vehicle having a saddle or seat for use of the rider, designed to travel on not more than three wheels and with a motor that exceeds 50 cubic centimeters piston displacement. **Motorcycle** does not include a moped.
3. **Insured motor vehicle** means:
 - a) a **motor vehicle** described on the Declaration Certificate and identified by a specific vehicle identification number, for which:
 - 1) the Liability Insurance of this policy applies; and
 - 2) the named insured is required to maintain security under the provisions of the **Code**; or
 - b) a **motor vehicle** to which coverage under Part I of this Policy applies, if it:
 - 1) does not have the security required by the **Code**; and
 - 2) is operated, but not owned, by **you** or a **resident relative**;
 - c) A **trailer** with more than two wheels designed for use with a **private passenger vehicle** that is owned or used by **you** or any **resident relative** if it does not have the security required by the **Code**; or
 - d) A **trailer** with less than three wheels for the purposes of Allowable Expenses Benefits only.
4. **Insured person(s)** means:
 - a) **you**, if an individual, and any **resident relative**; or
 - b) any other person who is injured as a result of an accident involving the **insured motor vehicle** while **occupying a motorcycle**.
5. **Dependent survivor(s)** means:
 - a) the surviving **spouse**, if domiciled in the same household at the time of death, or if dependent upon the deceased at the time of death. Dependency ends upon death or remarriage of the surviving **spouse**; or
 - b) a person who was dependent upon the deceased at the time of death and is:
 - 1) under the age of 18 years;
 - 2) physically or mentally incapacitated from earning; or
 - 3) engaged full-time in a formal program of academic or vocational training.Dependency ends upon death of the **dependent survivor**.

INSURING AGREEMENT – PERSONAL INJURY PROTECTION INSURANCE COVERAGE

1. Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** agree to pay only as set forth in the **Code** the following benefits to or for an **insured person** who suffers accidental **bodily injury** arising out of the ownership, operation, maintenance, or use of a **motor vehicle** as a **motor vehicle**. In case of death of the **insured person**, **we** will pay these benefits to or for the **dependent survivor(s)** of the **insured person**.
 - a) ALLOWABLE EXPENSES BENEFITS (including, but not limited to, medical benefits). All reasonable charges incurred for reasonably necessary products, services, and accommodations for an **insured person's** care, recovery or rehabilitation.
 - b) WORK LOSS BENEFITS. Loss of income from work an insured person would have performed if that person had not been injured.

- c) ESSENTIAL SERVICES BENEFITS. Expenses reasonably incurred in obtaining ordinary and necessary services an **insured person** would have performed not for income but for the benefit of that person or dependents, if that person had not been injured.
- d) SURVIVOR'S LOSS BENEFITS. Contributions of tangible things of economic value that the **dependent survivor(s)** of the deceased at the time of death would have received for support. **We** will pay expenses, reasonably incurred by these **dependent survivors** in obtaining ordinary and necessary services the deceased would have performed for their benefit.

INSURING AGREEMENT – ATTENDANT CARE RIDER

1. Attendant Care Rider applies only if it is shown as "Included" on the Declaration Certificate for a **covered auto**.
2. Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** agree to pay up to \$5,000 for attendant care only as set forth in the **Code** when the amount for attendant care for an **insured person** who suffers accidental **bodily injury** exceeds the Personal Injury Protection Insurance Allowable Expenses Benefits Coverage limit.

INSURING AGREEMENT – PROPERTY PROTECTION INSURANCE COVERAGE

1. Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** agree to pay only as set forth in the **Code** for **property damage** caused by accident and arising out of the ownership, operation, maintenance or use of an **insured motor vehicle** as a **motor vehicle**. The accident must occur in the State of Michigan.

INSURING AGREEMENT – TRANSPORTATION NETWORK COMPANY COVERAGE

1. If Transportation Network Company Coverage is shown as "Included" on the Declaration Certificate for a **covered auto**, subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, the Part II coverages shown on the Declaration Certificate for the **TNC auto** will be extended to the **TNC auto** during the **standby period**.

EXCLUSIONS - PART II

1. Allowable Expenses Benefits Not Covered. Allowable Expenses Benefits are not payable to:
 - a) any persons displayed on the Declaration Certificate as "PIP Opt-in: No," if **you** elect a limit under section 3107c(1)(b) of the **Code** and have elected to exclude coverage under 3109a(2) of the **Code**;
 - b) any **insured person**, if **you** elected to opt-out of Allowable Expenses Benefits coverage under section 3107d of the **Code**; or
 - c) any person displayed on the Declaration Certificate as "PIP Opt-in: No," if that person's qualified health coverage, as defined in section 3107d(7)(b) of the **Code**, is terminated.
2. **Bodily Injury** Not Covered. This insurance does not apply to **bodily injury** to:
 - a) any person willingly operating or using a **motor vehicle** or **motorcycle** taken unlawfully, and the person knew or should have known that the **motor vehicle** or **motorcycle** was taken unlawfully;
 - b) a person, other than **you** or a **resident relative**, not **occupying** a **motor vehicle** if the accident occurs outside the State of Michigan;
 - c) **you** while **occupying**, or through being struck by while not **occupying**, a **motor vehicle** or **motorcycle** owned or registered by **you** and for which the insurance required by the **Code** is not in effect;
 - d) a **resident relative** while **occupying**, or through being struck by while not **occupying**, a **motor vehicle** or **motorcycle**, if the **resident relative** is the owner or registrant of that **motor vehicle** or **motorcycle** and for which the insured required by the **Code** is not in effect;
 - e) a person arising out of the ownership, operation, maintenance or use, including loading or unloading, of a parked **motor vehicle**, unless:
 - 1) the **motor vehicle** was parked in such a way as to cause unreasonable risk of the **bodily injury** that occurred;
 - 2) **bodily injury** was a direct result of physical contact with:

- a. equipment permanently mounted on the **motor vehicle** while the equipment was being operated or used; or
 - b. property being lifted onto or lowered from the **motor vehicle** in the loading or unloading process; or
- 3) the person was **occupying** the **motor vehicle**;
- f) a person while **occupying** a **motor vehicle** located for use as a residence or premises;
 - g) a person while **occupying** a **motor vehicle** operated in the business of transporting passengers for which security is maintained as required by the **Code**, unless the person is a passenger in:
 - 1) a school bus, as defined by the Department of Education, providing transportation not prohibited by law;
 - 2) a bus operated as a common carrier, certified by the Department of Transportation;
 - 3) a bus operated under a government sponsored transportation program;
 - 4) a bus operated by or providing service to a non-profit organization;
 - 5) a taxicab insured as prescribed in section 3101 or 3102 of the **Code**;
 - 6) a bus operated by a livery (canoe or other watercraft, bicycle, or horse) used only to transport passengers to or from a destination point;
 - 7) a **motor vehicle** while being used to provide **transportation network service** or engaged in a **transportation network** prearranged ride; or
 - 8) a **motor vehicle** for which the named insured has elected to not purchase Part II coverage under section 3107d of the **Code** or for which an exclusion under section 3109a(2) of the **Code** applies;
 - h) **you** or a **resident relative** while **occupying** a **motor vehicle** owned or registered by **you** or their employer for which security is maintained as required by the **Code**;
 - i) a **resident relative** entitled to Personal Injury Protection Insurance Benefits as a person named under the terms of any other policy;
 - j) a person, other than **you** or a **resident relative**, entitled to Personal Injury Protection Insurance Benefits under the terms of any other policy;
 - k) the owner or registrant of a **motor vehicle** or **motorcycle** involved in the accident who has failed to maintain security on that **motor vehicle** or **motorcycle** as required by the **Code**;
 - l) a non-resident of Michigan unless said person is the owner of a **motor vehicle** registered and insured in Michigan;
 - m) a person **occupying** a **motor vehicle**. This exclusion does not apply to **you** or a **resident relative**;
 - n) a person not **occupying** a **motor vehicle** or **motorcycle**. This exclusion does not apply to **you** or a **resident relative**;
 - o) any **rated driver**;
 - p) **you** while **occupying** a **motor vehicle**, or through being struck by while not **occupying**, a **motor vehicle** owned or registered by **you** and which is not an **insured motor vehicle**. However, this exclusion does not apply to a **motor vehicle** that is an **additional car** or **replacement**; or
 - q) a **resident relative** while **occupying**, or through being struck by while not **occupying**, a **motor vehicle** owned or registered by **you** and which is not an **insured motor vehicle**. However, this exclusion does not apply to a **motor vehicle** that is an **additional car** or **replacement**.
3. **Bodily Injury** and **Property Damage** Not Covered. This insurance does not apply to **bodily injury** or **property damage**:
- a) suffered intentionally or caused intentionally by a person claiming benefits. A person does not suffer or cause injury intentionally if their conduct is for the purpose of avoiding injury to any person or property;
 - b) while an **insured auto** is used to provide **transportation network service**;
- When Transportation Network Company Coverage applies, this exclusion does not apply to a **TNC driver's** use of a **TNC auto** during the **standby period**, unless the **TNC driver** is carrying persons or property for a charge at the time of the accident;

- c) while an **insured car** is used in a vehicle sharing or similar type of program in which the vehicle is shared, rented, or leased to others for a fee; or
 - d) excluded by the **Code**, as amended, or other laws of the State of Michigan;
4. **Property Damage Not Covered.** This insurance does not apply to **property damage**:
- a) to a vehicle and its contents, including **trailers**, designed for operation upon a public highway by power, other than muscular power, unless the vehicle is parked so as not to cause unreasonable risk of the **property damage** which occurred;
 - b) to property owned by **you** or a **resident relative**;
 - c) to the property of a person who is using the **insured motor vehicle** without **your** express or implied consent;
 - d) to utility transmission lines, wires, or cables arising from the failure of a municipality, utility company, or cable television company to comply with the requirements of Michigan law; or
 - e) that occurs within the course of business of repairing, servicing or otherwise maintaining **motor vehicles** except for damage to reasonably parked **motor vehicles**.

LIMIT OF LIABILITY

1. **PERSONAL INJURY PROTECTION INSURANCE.** **Our** Limits for benefits payable to or on behalf of any one person who sustains **bodily injury** in any one **motor vehicle** accident are as set out below.
- a) Allowable Expenses Benefits
 - 1) Allowable Expenses Benefits are payable up to the limit **you** elected per individual per loss occurrence as shown of the Declaration Certificate;
 - 2) If **you** elected not to purchase Allowable Expenses Benefits pursuant to section 3107d of the **Code**, there is no coverage for Allowable Expenses Benefits under Part II of this policy;
 - 3) Allowable Expenses Benefits are subject to any limitations set forth in the **Code**, including, but not limited to:
 - a. Beginning on July 2, 2021, a 56-hour per week limitation applies to attendant care benefits rendered in the home of the **insured person** provided directly or indirectly by a person related to the **insured person**, a person domiciled in the household of the **insured person**, or a person with whom the **insured person** had a business or social relationship before the **bodily injury** under section 500.3157(10);
 - b. **We** may contract to pay benefits for the attendant care described in subsection a. above for more than the hourly limitation under section 3157(10) based on the facts and circumstances of each individual claim;
 - 4) Funeral and burial expenses not to exceed \$2,000;
 - 5) If the Declaration Certificate shows "Medical Benefits: Coordinated," it is agreed that primary medical insurance or health care benefit plans providing coverage for **motor vehicle** accident injuries are available to **you** and all **resident relatives** and are the primary source of protection for **you** and all **resident relatives**.
 - a. If primary protection is available, **we** will pay benefits for all reasonable charges incurred for reasonably necessary products, services, or accommodations for the care, recovery, or rehabilitation of **you** or a **resident relative**, except to the extent that:
 - (a) benefits are paid or payable under the primary protection; or
 - (b) a provider within the primary source of protection is qualified and competent to render comparable services or accommodations and **you** or any **resident relative** seek treatment from a provider outside the primary source of protection;
 - b. If primary protection is not available at the time of the loss, amounts payable will be reduced by a penalty deductible of \$500;

- 6) If for any person the Declaration Certificate lists "Health Plan: Qualified" and "PIP Opt-In: No," **you** agree that any such person has qualified health coverage as defined in section 3107d(7)(b)(i) of the **Code**, which will provide Allowable Expenses Benefits for any such **insured person**. It is agreed in exchange for a premium reduction, pursuant to section 3109a(2) of the **Code**, pursuant to section 3109a(2) of the **Code**. It is agreed in exchange for a premium reduction that **we** will not pay Allowable Expenses Benefits for **you** and any such **insured person**; and
 - 7) If for any person the Declaration Certificate lists "Health Plan: Medicare" and "PIP Opt-in: No," **you** agree that any such person is enrolled in Medicare Parts A and B. It is agreed in exchange for a premium reduction that **we** will not pay Allowable Expenses Benefits for any person.
- b) Attendant Care Rider
 - 1) Attendant care benefits in excess of the Personal Injury Protection Insurance Allowable Expenses Benefits Coverage limit are payable up to \$5,000 per individual per loss occurrence.
 - c) Work Loss Benefits
 - 1) Work Loss Benefits include payment for loss that occurs during the life of the **insured person** and within three years of the date of the accident;
 - 2) Benefits payable for loss of income from work shall be reduced by 15%. If the **insured person's** income tax advantage is less than 15%, the actual percentage shall apply;
 - 3) After the application of the above limits, the combined total amount payable for Work Loss in any 30-day period and the income earned shall not exceed the maximum amount established under the **Code**. The combined total limit will be reduced pro rata for any period of less than 30 days; and
 - 4) If the Declaration Certificate shows "Work Loss Benefits: Coordinated," sums paid or payable to **you** or any **resident relative** for loss of income from work shall be reduced by any amounts paid or payable under any valid and collectible: Individual, blanket, group accident or disability insurance policy, or salary or wage continuation plan.
 - d) Essential Services Benefits
 - 1) Essential Services Benefits will not exceed the maximum amount established under the **Code** during the life of the **insured person** and within three years of the date of the accident.
 - e) Survivor's Loss Benefits
 - 1) Survivor's Loss Benefits include payment for loss, which occurs after the death of the **insured person** and within three years of the date of the accident;
 - 2) The combined total amount payable in any 30-day period for Survivor's Loss will not exceed the maximum amount established under the **Code**.
 - f) Governmental Benefits Set Off
 - 1) From the benefits otherwise payable under this coverage, **we** will subtract benefits provided or required to be provided under any Workers' Compensation Law, disability benefits law of a similar nature, or any other **state** or federal law. It is the obligation of the **insured person** to apply for and reasonable pursue any benefits provided or required to be provided by the above laws.
 - g) Deductible
 - 1) Amounts payable under Allowable Expenses Benefits will be reduced by any deductible stated on the Declaration Certificate;
 - 2) The deductible applies only to **you** or **resident relatives**;
 - 3) If the Declaration Certificate states "Medical Benefits: Coordinated," or "Work Loss Benefits: Coordinated," any amount paid or payable as Allowable Expenses Benefits or Work Loss Benefits by any source other than **us**, shall be credited toward satisfying the deductible.
2. PROPERTY PROTECTION INSURANCE. Regardless of vehicles insured or policies held, **our** Limit of Liability under this coverage for all **property damage** from one accident is as set forth in the **Code**. Payment is limited to the lesser of reasonable repair costs or replacement costs less depreciation and, where applicable, the value of loss of use.

OTHER INSURANCE

1. PERSONAL INJURY PROTECTION INSURANCE.
 - a) An **insured person** shall recover under all applicable policies no more than the amount payable under the policy providing the highest dollar limit.
 - b) If the accident causing injury occurs outside Michigan, this insurance shall be excess over that provided under any automobile no fault coverage, medical payments coverage, or health insurance laws of any other **state**.
 - c) Under no circumstances may an **insured person** recover:
 - 1) duplicate similar benefits required by any law for the same expense or loss; or
 - 2) more than the maximum benefits payable under the **Code**.
 - d) Benefits will not be payable under this policy to an **insured person, occupying a motorcycle**, who sustains **bodily injury** in an accident involving a **motor vehicle**, when there is an insurer in a higher order of priority pursuant to section 3114(5) of the **Code**, which issued an insurance policy that provides Allowable Expenses Benefits coverage.

REIMBURSEMENT AND TRUST AGREEMENT

1. In the event of payment to any person under Personal Injury Protection Insurance and Property Protection Insurance:
 - a) **we** shall be entitled (to the extent of that payment) to the proceeds of any settlement or judgment from the exercise of any right of recovery of that person against any person or organization legally responsible for the **bodily injury** or **property damage**. **We** shall have a lien to the extent of **our** payment;
 - b) that person shall:
 - 1) hold in trust for **our** benefit all rights of recovery;
 - 2) do nothing after loss to prejudice any rights of recovery; and
 - 3) execute and deliver to **us** any papers necessary to secure the rights and obligations as established by this provision.

ARBITRATION

1. If **we** do not agree with the **insured person(s)** that they are entitled to receive:
 - a) Allowable Expenses Benefits;
 - b) Work Loss Benefits;
 - c) Essential Services Benefits; or
 - d) Survivor's Loss Benefits;then the **insured person(s)** and **we** may agree in writing that the issues, excluding matters of coverage, be determined by arbitration.
2. If arbitration occurs, **we** and the **insured person(s)** will each select an arbitrator. The two arbitrators will select a third. If they cannot agree upon the third arbitrator within 30 days, they may petition the circuit court for appointment of the third.
3. The **insured person(s)** will pay their arbitrator. **We** will pay **ours**. The expenses of the third arbitrator and other expenses will be shared equally. Attorney fees and fees paid to medical or other expert witnesses are to be borne by the party who incurs them.
4. Unless it is agreed otherwise, arbitration will be conducted in the county in which the **insured person** resides. It will be in accordance with the usual rules governing procedure and admission of evidence in courts of law.
5. The arbitrators shall hear and determine the issues in dispute. The decision in writing of any two will be binding and judgment upon the award rendered by the arbitrators may be entered in the circuit court in the county in which arbitration has been held.
6. All rights, remedies, obligations and limitations of the **Code** will apply.

Part III – Uninsured Motorists and Underinsured Motorists Bodily Injury Coverages

Coverage from this Part applies only if a premium is listed for it on the Declaration Certificate.

DEFINITIONS

THE FOLLOWING DEFINITIONS APPLY TO THIS PART IN ADDITION TO DEFINITIONS USED THROUGHOUT THIS POLICY:

1. **Insured person(s)** means:
 - a) **you**, a **resident relative**, or a **rated driver**;
 - b) any other person while **occupying** a **covered auto** with the permission of **you**, a **resident relative**, or a **rated driver**; or
 - c) any person who is entitled to recover damages covered by Part III because of **bodily injury** sustained by a person described in a) or b) above.
2. **Motor vehicle** means a land motor vehicle or **trailer**, requiring vehicle registration, but does not mean:
 - a) a vehicle used as a residence or premises;
 - b) a vehicle, whether the accident occurs on or off the highway, which is:
 - 1) a snowmobile; or
 - 2) operated on rails or crawler treads; or
 - 3) a farm-type tractor; or
 - 4) equipment designed for use principally off the highway.
3. **Uninsured motor vehicle** means a **motor vehicle**:
 - a) to which no **bodily injury** liability bond or policy applies at the time of the accident;
 - b) that is a hit-and-run **motor vehicle** whose operator and/or owner cannot be identified and that makes direct physical contact with or causes a vehicle it hits to make direct physical contact with:
 - 1) **you**, a **resident relative**, or a **rated driver**;
 - 2) a **motor vehicle** that **you**, a **resident relative**, or a **rated driver** are **occupying**; or
 - 3) a **covered auto**.
 - c) to which a **bodily injury** liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - 1) denies coverage, in writing; or
 - 2) is or becomes insolvent.
 - d) However, **uninsured motor vehicle** does not include any motor vehicle that is:
 - 1) a **covered auto**;
 - 2) owned by or furnished or available for the regular use of **you**, a **resident relative**, or a **rated driver**;
 - 3) owned or operated by a self-insurer under any applicable motor vehicle law;
 - 4) owned by any governmental unit or agency;
 - 5) operated on rails or crawler treads;
 - 6) designed mainly for use off public roads while not upon public roads;
 - 7) used as a residence or premises.
4. **Underinsured motor vehicle** means a motor vehicle to which a **bodily injury** liability bond or policy applies at the time of the accident, but the sum of the limits for **bodily injury** liability under all applicable **bodily injury**

liability bonds or policies is less than the per person Limit of Liability for this coverage. However, **underinsured motor vehicle** does not include any motor vehicle that is:

- a) **a covered auto**;
- b) owned by or furnished or available for the regular use of **you**, a **resident relative**, or a **rated driver**;
- c) owned or operated by a self-insurer under any applicable motor vehicle law;
- d) owned by any governmental unit or agency;
- e) operated on rails or crawler treads;
- f) designed mainly for use off public roads while not upon public roads;
- g) used as a residence or premises;
- h) an **uninsured motor vehicle**.

INSURING AGREEMENT - UNINSURED MOTORISTS BODILY INJURY COVERAGE

1. Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** will pay compensatory damages that an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:
 - a) sustained by an **insured person**; and
 - b) caused by an accident.
2. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of an **uninsured motor vehicle**.
3. **We** will not be bound by any judgment, award, or settlement for damages arising out of a lawsuit or any other action brought against the operator, owner, other person, or organization legally responsible for an **uninsured motor vehicle** or any judgment, award, or settlement obtained by any other means that prejudices any of **our** rights under the provisions of this policy.
4. The **insured person** may not settle with anyone responsible for the accident without **our** written consent. **We** shall be obligated to respond within 30 days of receiving an **insured person's** written request to settle. If **we** fail to respond within the 30-day period, the consent provision shall be waived.

INSURING AGREEMENT - UNDERINSURED MOTORISTS BODILY INJURY COVERAGE

1. Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** will pay compensatory damages that an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**:
 - a) sustained by an **insured person**; and
 - b) caused by an accident.
2. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of an **underinsured motor vehicle**.
3. **We** will not be bound by any judgment, award, or settlement for damages arising out of a lawsuit or any other action brought against the operator, owner, other person, or organization legally responsible for an **underinsured motor vehicle** or any judgment, award, or settlement obtained by any other means that prejudices any of **our** rights under the provisions of this policy.
4. The **insured person** may not settle with anyone responsible for the accident without **our** written consent. **We** shall be obligated to respond within 30 days of receiving an **insured person's** written request to settle. If **we** fail to respond within the 30-day period, the consent provision shall be waived.

INSURING AGREEMENT - TRANSPORTATION NETWORK COMPANY COVERAGE

If Transportation Network Company Coverage is shown as "Included" on the Declaration Certificate for a **covered auto**, subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, the Part III coverages shown on the Declaration Certificate for the **TNC auto** will be extended to the **TNC auto** during the **standby period**.

EXCLUSIONS - PART III

1. **We** do not provide Uninsured Motorists Bodily Injury Coverage or Underinsured Motorists Bodily Injury Coverage for any **insured person**:
 - a) if that **insured person**, or their legal representative, settles or prosecutes to judgment their **bodily injury** claim with the owner, operator, other person, or organization legally responsible for an **uninsured motor vehicle** or **underinsured motor vehicle** without **our** written consent. This exclusion does not apply if the **insured person** makes a written request for **our** consent, and **we** fail to respond within 30 days of receipt of the written request.
 - b) while **occupying** a **covered auto** when it is being used:
 - 1) to carry persons or property for compensation, a fee, or employment purposes, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
 - 2) for the preparation or sale of food from the **insured auto**;
 - 3) to provide **transportation network service**; or
 - 4) in a vehicle sharing or similar type of program in which the vehicle is shared, rented, or leased to others for a fee.
 - 5) Exceptions:
 - a. This exclusion does not apply to a share-the-expense car pool, use of the **insured auto** for volunteer or charitable purposes, or use for which only reimbursement for normal operating expenses is received.
 - b. This exclusion does not apply to an **educator's occasional** transportation of **students** to/or from a **K-12 school** or **school event**.
 - c. When Transportation Network Company Coverage applies, this exclusion does not apply to a **TNC driver's** use of a **TNC auto** during the **standby period**, unless the **TNC driver** is carrying persons or property for compensation or a fee at the time of the accident.
 - c) using or **occupying** a vehicle without a reasonable belief that the **insured person** is entitled, legally or otherwise, to do so.
 - d) arising out of the preparation for or participation in any prearranged, organized, or spontaneous:
 - 1) racing, demolition, stunting, or speed contest; or
 - 2) use of a vehicle at a track or course designed or used for racing or high performance driving.
 - e) while **occupying** a motor vehicle, including a **trailer** of any type used with that vehicle, an **insured person** owns that is not insured for this coverage under this policy.
2. Coverages under this Part shall not apply:
 - a) directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - 1) Workers' Compensation law; or
 - 2) disability benefits law; or
 - 3) law providing for direct benefits without regard to fault.
 - b) to any **insured person** who does not exhaust all benefits available at the time of injury for **bodily injury** under any Workers' Compensation, disability benefits, no-fault, or similar law.
 - c) to **bodily injury** of an **insured person** while **occupying** a motor vehicle owned by or furnished or available for the regular use of **you**, a **resident relative**, or a **rated driver**, if that motor vehicle is not a **covered auto**.
 - d) to punitive damages, exemplary damages, or statutorily imposed treble or multiplied damages.
 - e) to any **insured person** unless the Limits of Liability under all applicable **bodily injury** liability bonds and policies have been exhausted by payment of judgments or settlements.

LIMITS OF LIABILITY

1. The Limits of Liability shown on the Declaration Certificate for coverage under this Part apply as follows:

- a) The Limit of Liability for each person is the maximum Limit of Liability for all damages due to **bodily injury** to any **insured person** in any one accident, including, but not limited to, any claims of other persons for damages for care, loss of consortium, loss of services and society, wrongful death, survivor actions, and derivative damages arising out of **bodily injury**.
 - b) Subject to this limit for each person, the Limit of Liability for each accident is the maximum Limit of Liability for all damages due to **bodily injury** sustained by two or more persons resulting from any one accident, including, but not limited to, any claims of other persons for damages for care, loss of consortium, loss of services and society, wrongful death, survivor actions, and derivative damages arising out of **bodily injury**.
 - c) This is the most **we** will pay regardless of the number of **insured persons**, claims made, vehicles or premiums shown on the Declaration Certificate, or vehicles involved in the accident. No one is entitled to duplicate payments for the same element of loss under this Part.
2. Any amounts otherwise payable for damages under this Part will be reduced by:
 - a) all sums paid or payable because of the **bodily injury** by or on behalf of persons or organizations who may be legally responsible;
 - b) all sums paid or payable under the Liability Coverage and/or Uninsured Motorists Bodily Injury Coverage of this or any other policy for the same **bodily injury**;
 - c) all sums paid or payable because of the **bodily injury** under any Workers' Compensation law, disability benefits law, or any similar law; and
 - d) all sums paid or payable under any Medical Payments Coverage, Health and Accident Coverage, or Personal Injury Protection Coverage, or other similar coverage of this or any other policy for the same **bodily injury**.
 - e) The above reductions under a), b), c), and d) apply whether this coverage applies on a primary or excess basis.
 3. Any payment under this Part, either to or for an **insured person**, will reduce any amount that person is entitled to receive under Part I or Part II of this policy for the same **bodily injury**.
 4. Underinsured Motorists Bodily Injury Coverage will be reduced by the sum of the Limits of Liability under all **bodily injury** bonds or policies, other than this policy, applicable to the **bodily injury** at the time of the accident.
 5. Any amount payable under this Part will be excess over all sums paid or payable under any Workers' Compensation law, disability law, the **Code**, any law providing for direct benefits without regard to fault, or any similar law for the same **bodily injury**.

OTHER INSURANCE

1. Coverage under this Part provides primary insurance for a **covered auto**, but for any **car you** do not own, this coverage is excess, but only in the amount it exceeds all applicable limits of coverage.
2. Subject to the foregoing paragraph, if there is other similar insurance that applies to the loss, then the total damages for each person and each accident will be deemed not to exceed the higher of the Limits of Liability for this coverage under all applicable policies, and **our** share of such loss is the proportion that **our** Limits of Liability bear to the total of all applicable limits.
3. If this policy and any other automobile insurance policy issued to **you** by **us** applies to the same accident, the maximum limit of **our** liability under all the policies shall not exceed the highest applicable Limit of Liability under any one policy.

ARBITRATION

1. The matter may be arbitrated, if **we** and an **insured person** do not agree:
 - a) whether that person is legally entitled to recover damages from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle**; or
 - b) as to the amount of damages.
2. Either party may request, in writing, that the issues, excluding matters of coverage, be determined by arbitration. If both parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction.

3. Each party will:
 - a) pay the expenses it incurs, including the expenses of its chosen arbitrator; and
 - b) bear the expenses of the third arbitrator equally, regardless of the arbitrator's decision.
4. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resides at the time of the accident. However, in no case will the arbitration hearing be conducted outside of the State of Michigan. If the **insured person(s)** resided outside of the State of Michigan at the time of the accident, the hearing shall be conducted in the county in which **we** maintain **our** principal place of business. The hearing shall be conducted in accordance with the rules governing procedure and admission of evidence in courts of law.
5. A decision agreed to in writing by two of the arbitrators will be binding as to:
 - a) whether the **insured person** is legally entitled to recover damages; and
 - b) the amount of damages. This applies only if the amount does not exceed the lowest limit for **bodily injury** liability allowed under the Michigan Compulsory Insurance law. If the amount exceeds the applicable lowest limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

LEGAL ACTION AGAINST US

1. Any lawsuit, action, or arbitration against **us** will be barred unless commenced within three years after the date of the final resolution of the **insured person's bodily injury** claim against the owner, operator, other person, or organization legally responsible for an **uninsured motor vehicle** or **underinsured motor vehicle** or within six years from the date of the accident, whichever is earlier.
2. If there is an Uninsured Motorists Bodily Injury Coverage claim because of the insolvency of an insurance company, then any lawsuit, action, or arbitration will be barred unless commenced against **us** within three years after that company was placed in liquidation.
3. The time to commence lawsuit, action, or arbitration against **us** will not be tolled or suspended, other than by submission of proof of loss in the form **we** require.

PAYMENT OF LOSS

1. Any amount due is payable:
 - a) to the **insured person**;
 - b) to the parent or guardian of an injured minor; or
 - c) to the **spouse** of any **insured person** who dies.
2. However, **we** may pay any person legally entitled to recover the damages the payment represents.

OUR RECOVERY RIGHTS

1. If a claim or payment is made under this Part:
 - a) **we** will be entitled to reimbursement of payments **we** have made to an **insured person** to be taken from the proceeds of any judgment or settlement as a result of the **bodily injury**;
 - b) an **insured person** must hold in trust for **us** all rights of recovery against any person or organization. The **insured person** must also do whatever is proper to secure those rights and do nothing after the loss to prejudice any rights of recovery;
 - c) if **we** make the request in writing, then the **insured person** must take any necessary or appropriate action to recover damages from any other person or organization through any representative **we** designate. Any action may be taken in the **insured person's** name and in the event of recovery, **we** will be reimbursed for any expenses, costs, and attorney fees **we** incur; and
 - d) the **insured person** must execute and deliver any document to **us** that may be appropriate for the purpose of securing the rights and obligations for the **insured person** or for **us** as established by this provision.

Part IV – Car Damage Coverages

Coverage from this Part applies only if a premium is listed for it on the Declaration Certificate.

DEFINITIONS

THE FOLLOWING DEFINITIONS APPLY TO THIS PART IN ADDITION TO DEFINITIONS USED THROUGHOUT THIS POLICY:

1. **Betterment** means the increase in the value of a vehicle, its parts, **equipment**, or **extra equipment** because of improvements after repair, beyond the vehicle's pre-**loss** condition.
2. **Collision** means impact of the **insured auto** with another object or upset of the **insured auto**.
 - a) **Loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a live bird or animal, operation of car wash equipment, or breakage of glass is not deemed **loss** by **collision**.
 - b) If breakage of glass occurs together with other **loss** due to a **collision**, **you** may elect to have it treated as **loss** caused by **collision**.
3. **Depreciation** means diminution or reduction in value of a vehicle, its parts, **equipment**, or **extra equipment** because of age, use, or condition.
4. **Equipment** means standard or optional equipment that is available from the original manufacturer of the **insured auto** for that make, model, and model year. It also includes, while in the **insured auto**, two tapes, two discs, two cassettes, or two records used with a device for the recording or reproduction of sound.
5. **Extra equipment** means parts, **equipment**, or devices, including, but not limited to, custom, ornamental, or electronic items, that are:
 - a) **permanently attached** to the **insured auto**; and
 - b) not installed by or available from the original manufacturer of the **insured auto** for that make, model, and model year.
6. **Insured person(s)** means:
 - a) for use of a **covered auto**:
 - 1) **you**, a **resident relative**, or a **rated driver**; or
 - 2) any other person, other than a carrier or bailee for hire, using it with the permission of **you**, a **resident relative**, or a **rated driver**;
 - b) for use of **other autos** used with the permission of a person having the right to grant it and if a **covered auto** is a **private passenger vehicle**:
 - 1) **you**, if an individual;
 - 2) any **resident relative** or **rated driver**, who does not own a **private passenger vehicle**; or
 - 3) any **resident relative** or **rated driver**, who owns a **private passenger vehicle** that is a **covered auto**.
7. **Loss** means direct and accidental physical damage to or theft of the **insured auto**, including its **equipment** and **extra equipment**.
 - a) **Loss** does not include consequential damages, including, but not limited to, diminished value of the **insured auto**.
 - b) However, for a **temporary substitute** or an **other auto** that **you** rent on a daily or weekly basis from an agency or company regularly engaged in the motor vehicle rental business, **loss** does include the following, if the result of a covered **loss**:
 - 1) loss of use; and
 - 2) up to \$250 for administrative or other fees.
8. **Neglect** means failure of **you**, a **resident relative**, or a **rated driver** to adequately maintain an **insured auto**.

9. **New vehicle** means a vehicle that has not been previously titled and is of the latest model year available at the time of **loss**.
10. **Permanently attached** means attached in such a way as to require the use of hand tools to remove.
11. **Substantially at fault** means a person's action or inaction was more than 50 percent of the cause of the accident.
12. **Your pet** means any dog or cat owned by **you**, a **resident relative**, or a **rated driver**.

INSURING AGREEMENT - COMPREHENSIVE COVERAGE

1. Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** will pay for **loss**, other than by **collision**, to the **insured auto**. This is less any deductible amount shown on the Declaration Certificate. If the Full Glass option is shown on the Declaration Certificate, no deductible will apply to claims for window glass.
2. If there is a deductible for comprehensive coverage, the deductible will be waived entirely for a covered **loss** on **K-12 school** property or during a **school event** at the location the event is taking place.

INSURING AGREEMENT - LIMITED COLLISION COVERAGE

If Limited Collision is shown on the Declaration Certificate for a **covered auto**, subject to the Definitions, Exclusions, Conditions, and Limits of Liability that apply to this Part, **we** will pay for **loss** caused by **collision** to an **insured auto** when the operator of that **insured auto** is not **substantially at fault** in the accident from which the damage arose.

INSURING AGREEMENT - BASIC COLLISION COVERAGE

If Basic Collision is shown on the Declaration Certificate for a **covered auto**, subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** will pay for **loss** caused by **collision** to the **insured auto**. This is less the deductible amount shown on the Declaration Certificate.

INSURING AGREEMENT - BROAD COLLISION COVERAGE

If Broad Collision is shown on the Declaration Certificate for a **covered auto**, subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** will pay for **loss** caused by **collision** to an **insured auto** less the deductible amount shown on the Declaration Certificate. **You** will not have to pay the deductible if the **insured auto** is not **substantially at fault** in the accident from which the damage arose.

INSURING AGREEMENT - CAR RENTAL COVERAGE

1. Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** will pay up to the daily limit shown on the Declaration Certificate for rental by **you**, a **resident relative**, or a **rated driver** of a **temporary substitute** for a period of up to 30 days.
2. This coverage applies:
 - a) when a **covered auto**, if a **private passenger vehicle**, is withdrawn from service for more than 24 hours because of **loss** covered under this Part;
 - b) if Car Rental Coverage was in effect at the time of that **loss**, and that **loss** was covered under **your** Comprehensive or Collision Coverage; and
 - c) the amount of the **loss** exceeds the deductible.
3. Payment stops when the earliest of the following occurs:
 - a) the **covered auto** has been replaced or repaired, if damaged, or returned to **you**, a **resident relative**, or a **rated driver**, if undamaged;
 - b) settlement for the total **loss** of the **covered auto** has been made or offered; or
 - c) the Limits of Liability of this coverage have been exhausted.
4. In no event will payment under this coverage exceed the lesser of the:
 - a) actual cash value of the **covered auto**;
 - b) amount incurred for **car** rental; or

- c) Limits of Liability of this coverage.

INSURING AGREEMENT - EXTRA EQUIPMENT COVERAGE

1. This coverage may only be purchased if the **covered auto** has Comprehensive Coverage. However, it insures against any **loss** otherwise covered under the terms of both Comprehensive and Collision Coverages.
2. If a Limit of Liability is shown for Extra Equipment Coverage on the Declaration Certificate for a **covered auto**, subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, **we** will pay for **loss** to **extra equipment** in excess of \$5,000, if the **loss** is covered under **your** Comprehensive or Collision Coverage.
3. In no event will payment under this coverage exceed either:
 - a) the actual cash value of the **covered auto**, including its **extra equipment**; or
 - b) \$5,000 plus the limit shown for this coverage on the Declaration Certificate.

INSURING AGREEMENT - ENHANCED EXTERIOR REPAIR OPTION

If Enhanced Exterior Repair Option is shown on the Declaration Certificate as "Included" for a **covered auto**, the Limits of Liability provision for this Part is revised by the addition of the following:

1. If the replacement of exterior parts of the **insured auto** is necessary for repairs resulting from **loss**, **our** Limit of Liability for **loss** will include the use of new replacement parts that are produced by or for the Original Equipment Manufacturer (OEM) of the **insured auto**. These replacement parts include:
 - a) inner and outer panels of fenders, bumpers/bumper covers, quarter panels, door panels, hoods, trunk lids, tailgates, wheel wells, and permanent roofs;
 - b) grilles, side moldings, spoilers, and emblems;
 - c) exterior mirrors, reflectors, antennas; and
 - d) front and rear light assemblies.
2. If the replacement parts listed above are not reasonably commercially available or if **you** and **we** agree, repairs may include the use of:
 - a) new replacement parts furnished by non-OEM manufacturers; or
 - b) reconditioned or recycled OEM replacement parts.
3. This coverage does not apply to replacement parts not listed above including, but not limited to, window glass and mechanical parts.
4. This coverage only applies if the **loss** is covered under **your** Comprehensive or Collision Coverage.

INSURING AGREEMENT - ENHANCED TOTAL LOSS REPLACEMENT COVERAGE

The Limit of Liability provision for this Part is revised by the addition of the following only for the specific vehicles that have a premium for Enhanced Total Loss Replacement Coverage shown on the Declaration Certificate:

1. In the event of a total **loss** to a **covered auto**, **we** will pay the cost to replace the **covered auto** with a **new vehicle** of the same make, model, class size, and options as the **covered auto**, less the deductible.
 - a) All of the following must apply to the **covered auto** at the time of **loss**:
 - 1) the vehicle has not been previously titled;
 - 2) **you** purchased the vehicle new;
 - 3) the **loss** occurs within two years of the purchase date;
 - 4) the vehicle has 24,000 miles or less on the odometer at the time of **loss**;
 - 5) the **covered auto** is a **private passenger vehicle**, and is not a motor home, antique vehicle, **temporary substitute**, non-owned automobile, or leased vehicle;
 - 6) the **loss** is not caused by fire, theft, larceny, or flood; and

- 7) **we** determine the **loss** to be a total **loss** in which the cost to replace or repair the vehicle to its pre-**loss** condition plus salvage value, equals or exceeds the actual cash value of the vehicle;
 - b) If a vehicle of the same make, model, class size, and options is not available at the time of **loss**, **we** will pay the cost to replace the **covered auto** with a comparable new and comparably equipped vehicle, less the deductible.
 - c) **Our** Limit of Liability under this provision is subject to a maximum of 110% of the original manufacturer's suggested retail price of the **covered auto**.
2. In the event of a total **loss** to a **covered auto**, **we** will pay the actual cash value of a vehicle of the same make, model, and options, but one model year newer than the **covered auto**, less the deductible.
 - a) The following must apply to the **covered auto** at the time of **loss**:
 - 1) the vehicle has been previously titled, the **loss** occurs more than two years after the purchase date, or the vehicle has more than 24,000 miles on the odometer; and
 - 2) the **covered auto** is a **private passenger vehicle**; is not a motor home, antique vehicle, **temporary substitute**, non-owned automobile, or leased vehicle; and
 - 3) the **loss** is not caused by fire, theft, larceny, or flood; and
 - 4) **we** determine the **loss** to be a total **loss** in which the cost to replace or repair the vehicle to its pre-**loss** condition plus salvage value, equals or exceeds the actual cash value of the vehicle;
 - b) If the make and/or model of the **covered auto** have been discontinued, **we** will use the most similar make, model, and options of a vehicle one model year newer than the **covered auto**.
 - c) If the make and/or model of the **covered auto** has not been discontinued, and a newer model year of the **covered auto** has not yet been manufactured or made available, **we** will pay the actual cash value for a new vehicle.
 - d) Mileage used to calculate the newer model year actual cash value will be determined by deducting 12,000 miles from the mileage on the **covered auto** odometer at the time of **loss**.
 - e) **Our** Limit of Liability under this provision is subject to a maximum of 120% of the actual cash value of the **covered auto**.
 3. This coverage applies if the **loss** is covered under **your** Comprehensive or Collision Coverage.

INSURING AGREEMENT - LOAN/LEASE GAP COVERAGE

Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, in the event of a total **loss** to a **covered auto** covered under **your** Comprehensive or Collision Coverage, **we** will pay any unpaid amount due on the loan or lease of the **covered auto** less:

1. the amount paid for **loss** under this Part;
2. the amount of any applicable deductible;
3. any overdue lease/loan payments at the time of the **loss**, including any fees or penalty interest imposed for overdue lease/loan payments;
4. any financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
5. any security deposits not refunded by a lessor;
6. any costs for extended warranties; Credit Life insurance; or Health, Accident, or Disability insurance purchased with the loan or lease; and
7. any carry-over balances from previous loans or leases.

INSURING AGREEMENT - TRANSPORTATION NETWORK COMPANY COVERAGE

If Transportation Network Company Coverage is shown as "Included" on the Declaration Certificate for a **covered auto**, subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, the Part IV coverages shown on the Declaration Certificate for the **TNC auto** will be extended to the **TNC auto** during the **standby period**.

DEDUCTIBLE

1. If **loss** to property covered by this Part occurs together with **loss** to property covered by another policy issued by **us** to **you**, a **resident relative**, or a **rated driver**, only the highest applicable deductible from one policy will be charged.
2. If there is a deductible for collision coverage, the deductible will be waived entirely for a covered **loss** that occurs on, or while entering or exiting **K-12 school** property, and which is reported to the police.

DISAPPEARING DEDUCTIBLE

1. Subject to the Definitions, Exclusions, Conditions, and Limits of Liability of this policy, a reduced deductible applies during the policy term if "Includes Disappearing Deductible" is shown on the Declaration Certificate for Comprehensive Coverage or Collision Coverage for a **covered auto**.
2. Eligibility for Disappearing Deductible begins on the first renewal that occurs after a qualifying policy is considered in effect for six months, and will continue until after a first paid claim with a deductible greater than \$0 occurs or the policy no longer qualifies for Disappearing Deductible.

SUPPLEMENTARY PAYMENTS

1. **We** agree to pay the following Supplementary Payments. No deductible shall apply.
 - a) Transportation Expenses.
 - 1) **We** will reimburse up to \$50 for transportation expenses to the **insured person's** home or destination following a covered **loss**.
 - b) Clothing or luggage.
 - 1) **We** will reimburse up to \$300 for damage to or theft of clothing or luggage owned by **you**, a **resident relative**, or a **rated driver** while in or upon a **covered auto**. The **covered auto** must be covered under this policy for:
 - a. Collision Coverage and the **loss** is caused by the **collision**; or
 - b. Comprehensive Coverage and the **loss** is caused by those items listed as not deemed **loss** by **collision**. In case of theft, there must be proof of forcible entry or the **covered auto** must have been stolen in its entirety.
 - c) Child Restraint Systems.
 - 1) **We** will reimburse the cost for replacement of child restraint systems damaged during a covered **loss**, as recommended by the National Highway Traffic Safety Administration.
 - d) Pet Injury Protection.
 - 1) **We** will reimburse **you** up to \$500 if **your pet** sustains injury or death as a result of **loss** caused by **collision** to the **insured auto** and at the time of the accident:
 - a. Collision Coverage applies to a **private passenger vehicle** insured under this policy; and
 - b. **your pet** is inside the **insured auto**.
 - 2) If as a result of a covered accident:
 - a. **your pet** is injured, **we** will pay for reasonable and customary costs incurred by **you**, a **resident relative**, or a **rated driver** for veterinary fees, including medications and procedures prescribed by **your pet's** veterinarian for treatment of such covered injuries;
 - b. **your pet** dies, **we** will pay the cost to replace the deceased dog or cat with one of like kind and quality.
 - 3) In any event, the most **we** will pay as a result of any one accident is a total of \$500 regardless of the number of dogs or cats that are injured or die in the accident.
 - e) Towing and Storage.
 - 1) In the event of a covered **loss** to an **insured auto** under this Part, **we** will pay for the following:

- a. If the **insured auto** is not drivable, **we** will pay the reasonable and customary fees for towing the **insured auto** from the scene of an accident to:
 1. a repair facility chosen by an **insured person** or the owner of the **insured auto**; or
 2. a location designated by an authorized law enforcement officer.
- b. If the **insured auto** is not drivable, **we** will also pay reasonable and customary fees for towing the **insured auto** from a location designated by an authorized law enforcement officer to any one repair facility chosen by an **insured person** or the owner of the **insured auto**.
- c. Reasonable and customary payments under sections a. and b. above for towing mileage. **We** will only pay the reasonable and customary fees incurred to tow the **insured auto** to the nearest repair facility where necessary repairs can be made.
- d. **We** also pay for reasonable and customary storage fees, if storage of the **insured auto** is reasonable and necessary due to the facts of the covered **loss**.
 1. If the owner of the **insured auto** consents, then **we** may move the **insured auto**, at **our** expense, to reduce storage costs.
 2. If the owner of the **insured auto** does not consent or **we** are unable to move the **insured auto** due to law enforcement restrictions, then **we** will pay only the storage costs that would have resulted, if **we** had moved the **insured auto**.
- e. **We** will not pay for administrative, gate, access, or other miscellaneous fees relative to towing or storage of the **insured auto**.
- f. If Collision and/or Comprehensive coverage is shown on **your** Declaration Certificate, **we** will pay for reasonable and necessary fees to clean up debris or environmental hazards from the **insured auto** at the location of the covered **loss**. The most **we** will pay to clean up the debris or environmental hazards is \$250 for any one covered **loss**.

EXCLUSIONS - PART IV

We will not pay for **loss** under this Part:

1. to an **other auto** while used in a **car business**;
2. to an **insured auto** while it is being used:
 - a) to carry persons or property for compensation, a fee, or employment purposes, including, but not limited to, delivery of magazines, newspapers, food, or any other products;
 - b) for the preparation or sale of food from the **insured auto**;
 - c) to provide **transportation network service**; or
 - d) in a vehicle sharing or similar type of program in which the vehicle is shared, rented, or leased to others for a fee.
- e) Exceptions:
 - 1) This exclusion does not apply to a share-the-expense car pool, use of the **insured auto** for volunteer or charitable purposes, or use for which only reimbursement for normal operating expenses is received.
 - 2) This exclusion does not apply to an **educator's occasional** transportation of **students** to/or from a **K-12 school** or a **school event**.
 - 3) When Transportation Network Company Coverage applies, this exclusion does not apply to a **TNC driver's** use of a **TNC auto** during the **standby period**, unless the **TNC driver** is carrying persons or property for compensation or a fee at the time of the **loss**;
3. to an **insured auto** while it is subject to any rental, lease, sale, or consignment agreement not shown on the Declaration Certificate or on any other endorsement issued by **us**;
4. caused by **war**, nuclear contamination, or any consequence of them;
5. to tires, unless stolen, damaged by fire or vandalism, or the damage happens at the same time from the same cause as another covered **loss** to the **insured auto**;

6. limited to wear and tear, freezing, or mechanical or electrical breakdown or failure unless the damage results from the total theft of the **insured auto**;
7. to an office, store, display, or passenger **trailer** that is not described on the Declaration Certificate;
8. to a house **trailer** owned by an **insured person** that is not described on the Declaration Certificate;
9. in excess of \$1,000 to any other type **trailer** or pickup camper unit body or cap, owned by the **insured person**, that is not described on the Declaration Certificate or rated through an appropriate adjustment to the vehicle rating factor;
10. to an **other auto** or a **temporary substitute** when the **insured person** is not covered by any other insurance that applies;
11. to any radar detection device;
12. in excess of \$5,000 to **extra equipment permanently attached** to the **covered auto** unless:
 - a) Extra Equipment Coverage has been purchased; or
 - b) the premium for the **covered auto** has been adjusted to reflect the value of the **extra equipment**;
13. to an **insured auto** operated by **you**, a **resident relative**, or a **rated driver** while fleeing or eluding, or attempting to flee or elude, a law enforcement agent or crime scene;
14. to an **insured auto** arising out of the preparation for or participation in any prearranged, organized, or spontaneous:
 - a) racing, demolition, stunting, or speed contest; or
 - b) use of a vehicle at a track or course designed or used for racing or high performance driving;
15. resulting from seizure or confiscation of an **insured auto** by, or surrender of an **insured auto** to, any:
 - a) legally constituted authority; or
 - b) **lienholder**, subrogee, assignee, or person with a superior right of ownership or possession if upon acquisition of the **car** an **insured person** knew or should have known that the **car** had likely been stolen or wrongfully taken away from its rightful owner or possessor;
16. intended or expected by, or caused at the direction of **you**, a **resident relative**, a **rated driver**, or the owner of a non-owned auto, even if the actual damage is different from, or greater than, the damage expected or intended;
17. due to destruction or confiscation by governmental or civil authorities because **you**, a **resident relative**, or a **rated driver** engaged in illegal activities or failed to comply with Environmental Protection Agency or Department of Transportation standards. This exclusion applies whether or not **you**, a **resident relative**, or a **rated driver** actually is charged with, pleads to, or is convicted of any illegal activities;
18. arising out of **neglect**. **Loss** caused by the following is **loss** arising out of **neglect**:
 - a) moisture, condensation, humidity, or vapor; or
 - b) water intrusion around or through panels, surfaces, and seals; or
 - c) water that collects in spaces or ventilation systems; or
 - d) fungi, mold, wet or dry rot, or bacteria, regardless of the factors causing or contributing to its growth;
19. to an **insured auto** caused by **collision** if, at the time of the **loss**, the **insured auto** was being operated by a licensed driver, who was not disclosed as a driver to **us** and:
 - a) resided in **your** household; or
 - b) was a house guest temporarily staying in **your** household.
 - c) This exclusion does not apply if:
 - 1) the driver of the **insured auto** became a resident of **your** household, a house guest temporarily staying in **your** household, or a licensed driver no more than 30 days prior to the **loss**;
 - 2) the driver was listed as an insured or licensed driver on any other insurance policy, at the time of the **loss**;

- 3) the **insured auto** was being operated by the driver for purposes of obtaining emergency medical treatment for a passenger in the **insured auto**; or
 - 4) the driver was not legally intoxicated, and was operating the **insured auto** because of the intoxicated condition of all other licensed drivers in the **insured auto**.
 - d) Coverage will not apply unless a police accident report is obtained at the scene of the accident or, if a police accident report is not available at the scene of the accident, as soon as possible thereafter;
20. to any vehicle caused by, or reasonably expected to result from, a criminal act or omission of **you**, a **resident relative**, a **rated driver**, or the owner of a non-owned auto. This exclusion applies regardless of whether **you**, a **resident relative**, a **rated driver**, or the owner of the non-owned auto actually is charged with, pleads to, or is convicted of a crime.
- a) This exclusion does not apply to moving traffic violations; and
 - b) This exclusion does not apply to a claim by an **insured person** based on **property damage** resulting from an act or pattern of abuse or domestic abuse if that **insured person** did not cooperate in or contribute to the creation of the **property damage** and if the **insured person** who committed the act or acts that caused the **property damage** is criminally prosecuted for the act or acts.

LIMIT OF LIABILITY

1. **Our** Limit of Liability for **loss** shall not exceed the lesser of:
 - a) the actual cash value at the time of **loss** of the stolen or damaged property. Actual cash value includes deduction for **depreciation**;
 - b) the amount necessary to repair or replace the stolen or damaged property; or
 - c) any applicable Limit of Liability shown on the Declaration Certificate.
2. Actual cash value is determined by the market value, age, and condition at the time the **loss** occurred. If the repair or replacement of the vehicle results in **betterment**, **you** must pay for the amount of the **betterment**. If there is **depreciation**, that amount shall be deducted from the cost of repair or replacement that **we** pay.
3. The cost of repair or replacement is based upon one of the following:
 - a) the cost of repair or replacement agreed upon by **you** and **us**;
 - b) a competitive bid approved by **us**; or
 - c) a written estimate that uses the prevailing competitive price. The prevailing competitive price means the price charged by a majority of the repair market in the area where the **car** is to be repaired. If **you** ask, **we** will identify some facilities that will perform the repairs at the prevailing competitive price. **You** agree with **us** that repair may include replacement crash parts furnished by non-original equipment manufacturers at least equal in kind and quality to the parts to be replaced in terms of fit, quality, and performance. If **you** request parts that cost more than those in the estimate, **we** may require **you** to pay the difference.
 - d) Any deductible amount that applies is then subtracted.
4. At **our** option, **we** will replace the **covered auto** with a new one of like make, model, and year or pay **you** the amount of **your** original purchase price, if:
 - a) the **covered auto** is a **private passenger vehicle**;
 - b) **you** purchased it new;
 - c) **we** determine it to be a total **loss**;
 - d) the **loss** is not caused by fire, theft, larceny, or flood; and
 - e) the **loss** occurs within 90 days of the purchase date.
5. **We** shall not be liable for the diminished value of an **insured auto** as a result of any covered **loss**.

NO BENEFIT TO BAILEE

This coverage shall not directly or indirectly benefit any carrier or other bailee for hire liable for **loss** to the **insured auto**.

OTHER INSURANCE

1. If there is other insurance for a **loss** covered by this Part, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits.
2. However, any insurance **we** provide under this Part for **loss** to a **car** not described on the Declaration Certificate shall be excess over any other collectable insurance.

DEFENSE

If a lawsuit is brought against any **insured person** for damage to the property of another for a **loss** that would be covered under Part IV of this policy, **we** will provide the same defense and Additional Payments as is provided by Part I of this policy.

APPRAISAL

1. If **we** and **you** do not agree on the amount of the **loss**, either **you** or **we** may demand appraisal of the **loss** within 60 days after receipt of proof of **loss**.
2. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of **loss**. If the appraisers fail to agree, they will submit their differences to the umpire. A decision agreed to in writing by any two will be binding.
3. Each party will:
 - a) pay its chosen appraiser; and
 - b) bear the expenses of the appraisal and umpire equally.
4. **We** do not waive any of **our** rights under this policy by agreeing to an appraisal.
5. **We** have the right to move the damaged property at **our** expense to reduce storage costs during the appraisal process.

PAYMENT OF LOSS

1. **We** may pay **you**, the titleholder, or any **lienholder**, as their interests may appear, for the **loss** in money, or by repairing or replacing the damaged or stolen property.
2. **We** may, at any time before the **loss** is paid or the property is replaced, return at **our** expense any stolen property either to **you** or to the address shown on the Declaration Certificate.
3. **We** may keep all or part of the property at the agreed or appraised value. The property may not be abandoned to **us**.
4. If the **insured auto** is stolen, payment will not be made before 30 days from the time notice of the theft has been given to **us** and the vehicle has not been recovered.

General Policy Conditions Applying To All Parts Of This Policy

DEFINITIONS USED THROUGHOUT THIS POLICY APPLY TO THESE CONDITIONS.

1. POLICY TERM, TERRITORY, USE
 - a) This policy applies only to occurrences, accidents, and losses that happen:
 - 1) during the policy term shown on the Declaration Certificate;
 - 2) within the **states** or while the **insured auto** is being transported between their ports; and
 - 3) while the **insured auto** is being used for the purposes stated in the application for this policy.
 - b) Property Protection Insurance applies only in the State of Michigan.
2. CONFORMITY WITH STATUTES
 - a) If the law of any **state** requires a non-resident to maintain **car** insurance greater than the insurance provided by this policy, **our** limits of liability and the coverage afforded shall be as set forth in that law while the **insured auto** is used in that **state**.
 - b) Any provision of this policy, including endorsements that modify the policy, that is in conflict with a Michigan statute or regulation is hereby amended to conform to that statute or regulation.

3. TWO OR MORE CARS
 - a) If more than one **car** is insured under this policy, the terms of this policy apply separately to each.
 - b) A **car** with a **trailer** attached is considered:
 - 1) one **car** as respects Limits of Liability under Part I, and
 - 2) separate **cars** under Part IV. However, only one deductible will apply.
4. NO DUPLICATION OR STACKING

Under no circumstances will **we** be required to stack, pyramid, or duplicate any types, amounts, or limits of motor vehicle coverages available from **us** or any other insurance company.
5. OUR RECOVERY RIGHTS
 - a) If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, **we** will be subrogated to that right.
 - 1) That person must do:
 - a. whatever is necessary to enable **us** to exercise **our** recovery rights; and
 - b. nothing after a **loss** to prejudice **our** recovery rights.
 - 2) However, **our** rights in this paragraph do not apply under Part IV against any person using a **covered auto** with a reasonable belief that the person is entitled to do so.
 - b) If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person must:
 - 1) hold in trust for **us** the proceeds of the recovery; and
 - 2) reimburse **us** to the extent of **our** payment.
 - c) **We** will be entitled to a recovery under paragraph a) or b) only after the person has been fully compensated for damages.
 - d) If **we** make payment to or for a person under Part II, **our** right to reimbursement under this paragraph extends to any settlement, judgment, or payment that person receives under Part I.
6. TRANSFER OF THE POLICY
 - a) The rights, duties, and interests under this policy may not be transferred or assigned except as provided under section 3112 of the **Code**, without **our** written consent.
 - b) If a named insured shown on the Declaration Certificate dies, this policy shall provide protection until the end of the policy term for:
 - 1) the surviving **spouse, resident relatives, and rated drivers**; and
 - 2) the personal representative while using a **covered auto**.
7. LAWSUIT AGAINST US
 - a) **We** may not be sued unless there is full compliance with all terms of this policy.
 - b) **We** may not be sued under the Liability Coverages until the obligation of an **insured person** to pay is determined by judgment against the **insured person** after actual trial or by written agreement of the **insured person**, the claimant, and **us**.
 - c) No one shall have any right to make **us** a party to a lawsuit to determine the liability of an **insured person**.
 - d) **We** may not be sued under Personal Injury Protection Insurance unless the action is commenced within one year from the date of the accident. If written notice has been given or a payment was made within one year of the accident, the action may be commenced within one year after the most recent expense has been incurred. The recovery of benefits is tolled from the date of a specific claim for payment of the benefits until the date **we** formally deny the claim provided the **insured person** has pursued the claim with reasonable diligence. An **insured person** may not recover benefits for loss incurred more than one year before the date the action was begun.
 - e) An action for Property Protection Insurance benefits may not be commenced later than one year after the accident.
 - f) If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceedings.
8. BANKRUPTCY

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

9. EXCLUDED DRIVER

Warning - When a named excluded person operates a vehicle, all liability coverage is void - no one is insured, and the vehicle is considered uninsured under the **Code**. Owners of the vehicle and others legally responsible for the acts of the named excluded person remain fully personally liable.

If a vehicle is being operated by an individual named on the Declaration Certificate as an Excluded Driver, insurance under this policy is null and void for all coverages, including, Bodily Injury and Property Damage Liability, MI Limited Property Damage Liability, Broadened Other Car, Personal Injury Protection Insurance, Attendant Care Rider, Property Protection Insurance, Uninsured Motorists Bodily Injury, Underinsured Motorists Bodily Injury, Comprehensive, Limited Collision, Basic Collision, Broad Collision, Car Rental, Extra Equipment, Enhanced Exterior Repair Option, Enhanced Total Loss Replacement, Loan/Lease Gap, Supplementary Payments and Transportation Network Company Coverages.

10. CANCELLATION

- a) The **named insured** may cancel this policy by notifying **us** of cancellation when at a future date the cancellation is to be effective.
- b) This policy may be cancelled upon request of the **named insured**.
- c) **We** will keep or collect **our** pro rata share of the premium for the period that the policy or coverage has been in effect. **We** will refund to the **named insured** any pro rata excess of premium for unexpired time.
- d) This policy may be cancelled by **us**. **We** will mail or deliver written notice of cancellation to the **named insured** at the last address known to **us** or **our** authorized agent. Notice will be mailed at least 10 days prior to the effective date of the cancellation if the reason is for nonpayment of premium, or at least 30 days prior to the date of cancellation if the reason is for other than nonpayment of premium, and will include the reason or reasons for cancellation. The policy term will end on the date and time stated on the notice. Any unused premium will be returned to the named insured prorated for the entire time the policy was effective. Proof of mailing will be sufficient proof of notice.
- e) **We** will issue a notice of cancellation for any of the following:
 - 1) If **you** fail to make a required payment by the due date, **your** policy is cancelled.
 - a. Conditional Reinstatement. If **you** make adequate payment after the cancellation date and **we** reinstate the policy, there will be no coverage during the period of time between the date the policy cancelled and the date and time **we** received payment. However, reinstatement is conditioned upon your payment being honored and any Notice of Reinstatement is null and void if, after issuance of the reinstatement, it is found that the payment **we** accepted was not honored for any reason by a financial institution.
 - b. If reinstatement is void, the policy remains cancelled as originally notified and **we** will not be liable for any claims or damages as of the date and time of cancellation shown on the Notice of Cancellation.
 - 2) If the policy has been in effect for less than 55 days and it is not a renewal with **us**, **we** may cancel for any reason not prohibited by law.
 - 3) If coverage under this policy for a car identified on the Declaration Certificate has been in effect for 55 days or more, or if it is a renewal and that car had been insured by **us** for 55 days immediately preceding the renewal date, **we** will issue a notice of cancellation only for one or more of the following reasons:
 - a. there has been a substantial change in the risk **we** assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk when **we** issued the policy;
 - b. the policy was obtained through material misrepresentation or fraud;
 - c. the **named insured** or a person on his/her behalf fails to pay any premium or installment when due;
 - d. **you**, a resident of **your** household, or whomever customarily operates an **insured auto**, has had his/her driver's license suspended or revoked during this policy term and the suspension or revocation has become final; or
 - e. any other reason permitted by law.
 - f. Cancellation, other than for fraud or misrepresentation, will not affect any claim that originated prior to the date of cancellation.

11. NONRENEWAL

If **we** decide not to renew or continue this policy, **we** will mail or deliver written notice to the **named insured** shown on the Declaration Certificate at the last mailing address known to **us**. Notice will be mailed at least 30 days before the end of the policy period and shall specify the reason for nonrenewal.

12. POLICY EXPIRATION

- a) If **we** offer to renew or continue this policy and **you** or **your** representative do not accept **our** offer, this policy will automatically expire 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.

- b) Any form of payment that is not honored for any reason will not constitute payment, and will not continue coverage beyond any date when such coverage would otherwise terminate for lack of payment.
- c) If **you** obtain other insurance on a **covered auto**, any similar insurance provided by this policy will terminate as to that **car** on the effective date of the other insurance.

13. CHANGES

- a) This policy form, **your** application for this insurance, the Declaration Certificate, and all endorsements include all agreements between **you** and **us**. No change or waiver may be effected in this policy except by endorsement issued by **us**.
- b) The premium for this policy is based on information **we** received from **you** and other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete, and to notify **us** within 30 days if it changes during the policy period. If this information is incorrect, incomplete, or if it changes during the policy period, **you** agree that **we** may adjust **your** policy information and premium accordingly. Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, changes in:
 - 1) regular operators, including **you**, a **resident relative**, **rated driver**, or member of **your** household obtaining a driver's license or operator's permit;
 - 2) the number, type, or use classification of **insured autos**;
 - 3) the persons who regularly operate an **insured auto** whether they reside in **your** household or not;
 - 4) the persons of legal driving age residing in **your** household;
 - 5) the residents in **your** household;
 - 6) an operator's marital status;
 - 7) **your** mailing address and **your** residence address;
 - 8) the principal garaging address of any **insured auto**;
 - 9) changes in any **insured person's** health insurance coverage;
 - 10) coverages, deductibles, or Limits of Liability; or
 - 11) rating territory or discount eligibility.
- c) The coverage provided in **your** policy may be changed only by the issuance of a new policy or an endorsement by **us**.
 - 1) If a premium adjustment is necessary, **we** will make it as of the effective date of the change, using rules and rates in effect at the beginning of the policy term.
 - 2) Coverage for changes will not apply prior to the date and time shown on file with **us**. If, during the policy term, **we** broaden any coverage afforded under the current edition of **your** policy without additional premium charge, that change will automatically apply to **your** policy as of the date the coverage is implemented.
 - 3) If **you** ask **us** to remove a vehicle from this policy, no coverage will apply to that vehicle as of the date and time **you** ask **us** to remove it.

14. DUTY TO REPORT CHANGES

- a) **You** must promptly report to **us** all changes, including, but not limited to, additions and deletions, in policy information. Further, **you** must report to **us** certain changes no later than 30 days after the change occurs. These are changes to:
 - 1) **your** mailing address and **your** residence address;
 - 2) the principal garaging address of any **insured auto**;
 - 3) the ownership or registration of an **insured auto**;
 - 4) an **insured auto** and how it is used;
 - 5) the residents in **your** household, regardless of age;
 - 6) the persons of legal driving age residing in **your** household;
 - 7) the persons who regularly operate an **insured auto**, whether residing in your household or not;
 - 8) an operator's or resident's marital status;
 - 9) any **insured person's** health insurance coverage; or
 - 10) the driver's license or operator's permit status of **you**, a **resident relative**, or a **rated driver**.
- b) If **you** fail to inform **us** of these changes within 30 days, **we** may void the policy or coverage as provided under General Policy Condition 22. Concealment, Misrepresentation or Fraud.

15. EFFECTIVE TIME

- a) The policy term begins and ends at 12:01 A.M. on the date on the Declaration Certificate at the place where this policy has been signed.

- b) Coverage shall not be provided for any loss occurring prior to the effective date and time shown on file with **us**.

16. DECLARATIONS

By accepting this policy **you** agree that:

- a) the statements on the Declaration Certificate and in the application for this policy are **your** own;
- b) this policy is issued in reliance upon the truth of those representations; and
- c) this policy form, **your** application for this insurance, the Declaration Certificate, and any endorsements include all agreements existing between **you** and **us** or any of **our** agents relating to this insurance.

17. ADDITIONAL CAR AND REPLACEMENT OPTION

You must apply to purchase insurance coverage for a newly acquired **car**, if:

- a) **you** want to continue coverage under the policy after the time the **car** is no longer considered an **additional car** or **replacement**; or
- b) **you** want to change **your** coverages or limits.
- c) If an application for the same coverages and limits is made within 30 days after acquisition, continuing coverage is effective on the date of acquisition. If an application is made more than 14 days after acquisition or for different coverages or limits, such coverage requests do not become effective until the date and time of application.
- d) In any event, all coverage requests are subject to approval by **us** and will be granted only if both **you** and the **car** are eligible for continued coverage at the time of application.

18. PREMIUM

Premium deposit or payment shall be calculated on the basis of rating conditions existing at the beginning of each policy term, except as provided in General Policy Condition 15. Duty To Report Changes.

19. PREMIUM PAYMENT AND FEES

- a) **Your** policy is conditional based upon payment to **us**. If **your** initial premium payment is not honored by a financial institution:
 - 1) it will not constitute payment; and
 - 2) all coverage that would otherwise be provided pursuant to the application and any action taken thereon will be considered null and void.
- b) In addition to a premium, fees may be charged on **your** policy for installment payments, for payments not honored by a financial institution, and for other transactions as permitted by the laws of the State of Michigan. Payments made to **your** policy will be applied first to fees, then to premium due.

20. CONSTITUTIONALITY

If an appellate court of Michigan or the United States enters an unappealed judgment which declares the **Code** invalid, unenforceable, or unconstitutional, in whole or in part, **we** may change these coverages and refigure future rates subject to approval by the Michigan Insurance Commissioner:

We will notify **you** at least 10 days before these changes are made.

21. CONCEALMENT, MISREPRESENTATION, OR FRAUD

- a) **We** may void this policy at any time, including, but not limited to, after the occurrence of an accident or loss, if **you** or any **insured person** has concealed or misrepresented any material fact or circumstance, whether intentional or not, or engaged in fraudulent conduct relating to:
 - 1) this insurance, excluding facts, circumstances, or conduct in connection with the presentation or settlement of a claim; or
 - 2) declarations made in applying for, changing, or renewing coverage, as provided under General Policy Conditions 15. Duty To Report Changes and 17. Declarations.
- b) If **we** void this policy, it will be void from its inception or renewal, and no coverage will be provided. This means that **we** will not be liable for any claims or damages.
- c) **We** may deny coverage for an accident or loss, if **you** or any **insured person** have concealed, omitted, or misrepresented, any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.
- d) To the extent that **we** make payments to **you** under this policy and our subsequent investigation reveals **your** involvement in fraudulent conduct or concealment, omission, or misrepresentation of any material fact or circumstance in the presentation of a claim, this insurance, or declarations made in applying for, changing or renewing coverage, as provided under General Policy Conditions 15. Duty To Report Changes and 17. Declarations, **you** must indemnify **us** for all payments made.

22. TRANSFER OF TITLE

If the title of a **car** described on the Declaration Certificate and identified by a specific vehicle identification number is transferred to a person other than **you**, this policy provides coverage only for **you** while it remains in force.

23. LOSS PAYABLE

- a) **We** agree that payment for loss covered by the policy and sustained by the vehicle described on the Declaration Certificate will be made to **you** and the **lienholder**, as interests may appear. Payment for loss may be made separately to each interested party. Upon **our** request, either before or after payment, the **lienholder** must assign and transfer to **us**, to the extent of the payment **we** make to it, its right and interest in the indebtedness to which its lien pertains, including, but not limited to, any instrument or security related thereto.
- b) **We** agree that this endorsement will not be invalidated as to the interest of the **lienholder** in the described vehicle by any act or neglect of **you** or of any owner except:
 - 1) when that vehicle is intentionally damaged, destroyed, or concealed by, or at the direction of, **you** or by any owner. However, this exception does not apply if such loss arose out of an act or pattern of domestic abuse; or
 - 2) when the vehicle is damaged, destroyed, or concealed as a result of any other act that constitutes a breach of contract between **you** or any owner and the **lienholder**.
- c) **We** agree to protect the **lienholder** against the consequences of a material change or termination of coverage for a period of 10 days after **we** send written notice of it to them. The **lienholder** agrees to notify **us** of any change of ownership or increase in hazard and to furnish **us** proof of loss within 60 days, if **you** or any owner fails to do so within the time required in the policy. No other terms or conditions of the policy are changed.

24. JOINT AND INDIVIDUAL INTERESTS

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured will be binding on all persons provided coverage under this policy.

Signature Clause

In witness whereof, **we** Meemic Insurance Company, have caused this policy to be issued and to be signed by **our** President and Chief Executive Officer.

<<Officer Signature>>

<<Officer Name>>

<<Officer Title>>