

## **PART 1 - LIABILITY COVERAGE** **INSURING AGREEMENT**

A. We will pay damages for bodily injury or property damage, other than punitive or exemplary damages, for which you become legally responsible because of an auto accident arising out of the ownership, maintenance, or use of a covered vehicle. Property damage includes loss of use of the damaged property. Damages include prejudgment interest awarded against you. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. Our duty to defend only applies if we have been given notice of suit by you and had a reasonable opportunity to defend.

### **SUPPLEMENTARY PAYMENTS**

In addition to our limit of liability, we will pay on behalf of an Insured person:

1. Up to \$100 for the cost of bail bonds required because of an auto accident including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment, which does not exceed our limit of liability for this coverage.
4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

### **EXCLUSIONS**

A. Coverage under this Part 1, including our duty to defend, does not apply to:

1. Bodily injury or property damage expected or intended from the standpoint of the Insured who seeks benefits, or a defense, under this policy.
2. Workers Compensation. Any obligation for which the Insured or the Insured's insurer may be held liable under any workers compensation, disability benefits or any similar law.
3. Employer's Liability. Any bodily injury to any employee of the Insured arising out of and in the course of employment by the Insured.
4. Fellow Employee. Bodily injury to any fellow employee of the Insured arising out of and in the course of the fellow employee's employment.
5. Care, Custody or Control. Property damage either to (a) property owned or transported by the Insured or (b) in the Insured's Care, Custody or Control.
6. Handling of Property. Bodily Injury or Property damage resulting from the handling of property or movement of property by any mechanical device: (a) before it is moved from the place where it is accepted by the Insured for movement into or onto an automobile/truck or (b) after it is moved from the automobile/truck to the place where it is finally delivered by the Insured.
7. Property damage to any property owned by, rented to, being transported by, used by, or in the care, custody or control of an Insured person.
8. Bodily injury or property damage arising out of the ownership, maintenance, or use of a covered vehicle while being used to carry persons or property for compensation or a fee, including, but not

limited to, delivery or magazine, food, any other products, and/or while being used for commercial or business purposes.

9. Any liability assumed by an Insured person under any contract or bailment, including, but not limited to rental vehicles.
10. Property damage to an Insured person, relative, or anyone occupying a covered vehicle.
11. Any Insured while engaged in the business or occupation of selling, repairing, servicing, storing, parking, leasing, delivering, repossessing, or testing vehicles. This exclusion 11. does not apply to the ownership, maintenance or use of your covered vehicle by: (a) you; (b) any relative; or (c) any partner, agent or employee of you.
12. Bodily injury or property damage resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity.
13. Bodily injury or property damage due to nuclear reaction or radiation.
14. Bodily injury or property damage caused by any driver, of a covered vehicle, who is under the age of twenty-one (21) or over the age of seventy-five (75) unless:
  - a. That driver is listed on the Certificate of Insurance and;
  - b. Additional premium has been included.
15. Bodily injury or property damage arising out of the ownership, maintenance, or use of a covered vehicle with U.S.A. registration unless the vehicle is registered in both the U.S.A. and Mexico.
16. Bodily injury or property damage arising out of the ownership, maintenance, or use of a covered vehicle that is primarily garaged and operated in the U.S.A.
17. Bodily injury or property damage caused by any driver who operates a covered vehicle without a current and valid driver's license.
18. Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants. This exclusion 18. does not apply to fuels, lubricants, fluids, exhaust gases, or other similar pollutants that are needed, and the actual, alleged or threatened discharge, dispersal, release or escape is caused by an accident. Pollutants means any solid, liquid, gaseous, thermal irritant, or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
19. Bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil, insurrection rebellion, revolution or terrorist attacks.
20. Bodily injury or property damage arising out of the ownership, maintenance, or use a covered vehicle while being used in any illegal transportation or trade.
21. Bodily injury or property damage arising out of the ownership, maintenance, or use a covered vehicle while is being rented, leased, sold, or under a conditional sales agreement by you to another. This exclusion 21. does not apply if you or a relative are the operator of the covered vehicle.
22. Bodily injury or property damage arising out of an accident involving a covered vehicle while the Insured has a permanent or primary residence in the U.S.A. This applies to full time students who are going to school in the U.S.A.
23. Bodily injury or property damage arising out of an accident involving a covered vehicle while towing a trailer or another vehicle, unless:
  - a. The total number of axels on the trailer or vehicle do not exceed two (2) and;

b. Additional premium has been included for the specific vehicle. There is no coverage if the trailer or vehicle is a mobile home, travel trailer, or a trailer used as an office, store, restaurant, display, or passenger conveyance.

24. Bodily injury or property damage caused by a person using a vehicle without the reasonable belief that that person is entitled to do so. This exclusion 24. does not apply to you or a relative while using your covered vehicle.

25. Bodily injury or property damage for any punitive or exemplary damages awarded against any Insured.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any motorized vehicle having fewer than four (4) wheels;
2. Any vehicle, other than your covered vehicle.

### **LIMIT OF LIABILITY**

A. If separate limits of liability for bodily injury and property damage liability are shown in the Declarations for this coverage the limit of liability for "each person" for bodily injury liability is our maximum limit of liability for all damages for bodily injury sustained by any one person in any auto accident. Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for bodily injury liability is our maximum limit of liability for all damages for bodily injury resulting from any auto accident. The limit or liability shown in the Declarations for "each accident" for property damage liability is our maximum limit of liability for all damages to all property resulting from any auto accident. If the limit of liability shown in the Declarations for this coverage is for combined bodily injury and property damage liability, it is our maximum limit of liability for all damages resulting from any auto accident. This is the most we will pay regardless of the number of:

1. Insured persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident. We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision will not change our total limit of liability.

B. A vehicle and attached trailer are considered one vehicle. Therefore the Limits of Liability will not be increased for an accident involving a vehicle, which has an attached trailer.

### **OUT OF STATE COVERAGE**

A. If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for bodily injury or property damage higher than the limit shown in the Declarations or Certificate of Insurance, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a covered vehicle (Mexican registered) in that state or province, your policy will be construct to conform to at least the minimum limits and policy requirements of such state or province.

B. No one will be entitled to duplicate payments for the same elements of loss. The amount of medical payments or Personal Injury Protection Benefits (PIP), where applicable, paid under this policy, shall be a credit or offset to the liability limits in the event of a settlement or judgment against an Insured person. This offset only

applies to the extent the Insured person is receiving a duplication of damages or expenses from an accident.

### **FINANCIAL RESPONSIBILITY REQUIRED**

This policy and the Certificate you signed and received with your agent, are your proof of financial responsibility in any state in the U.S.A., where required.

### **OTHER INSURANCE**

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.

We do not provide liability insurance to an Insured person for the maintenance or use of a vehicle owned by that Insured person, and not listed on the Declaration Page or Certificate of Insurance.

### **PART 2 - MEDICAL PAYMENTS COVERAGE**

#### **INSURING AGREEMENT**

A. We will pay reasonable and customary expenses incurred for necessary medical and funeral services because of bodily injury:

1. Caused by auto accident in the U.S.A.; and
2. Sustained by an Insured person. We will pay only those expenses incurred within one year from the date of the accident.

B. "Insured person" as used in this Part means:

1. You or any relative:
  - a. While occupying; or
  - b. When struck by a vehicle designed for use mainly on public roads.
2. Any other person while occupying your covered vehicle.

C. We reserve the right to seek reimbursement for the full amount of any payments made to the insured, or anyone who receives payments, under this provision in the event that the person to whom payments were made under this provision recovers any amounts pursuant to a claim for injury against a third party tortfeasor which arises out of the same incident which caused the injury for which payments under this provision were made.

### **EXCLUSIONS**

We do not provide Medical Payments Coverage for any person for bodily injury:

1. Sustained while occupying or operating any motorized vehicle having fewer than four (4) wheels.
2. Sustained while occupying or operating a motorcycle. A motorcycle is a two-wheeled motorized vehicle
3. Sustained while occupying your covered vehicle when it is:
  - a. Being used to carry persons for a fee;
  - b. Being used to carry property for compensation or a fee, including, but not limited to, delivery or magazine, food, or any other products and/or while being used for commercial or business purposes or;
  - c. While being rented, leased, sold, or under a conditional sales agreement by you to another.
4. Sustained while occupying any vehicle used as a residence or premises.
5. Occurring during the course of employment if workers' compensation benefits are required or available for the bodily injury.
6. Sustained while occupying or, when struck by, any vehicle (other than your covered vehicle), which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.

7. Sustained while occupying or, when struck by, any vehicle (other than your covered vehicle) which is:

- a. Owned by any relative; or
- b. Furnished or available for the regular use of any relative.

However, this exclusion 7. does not apply to the named Insured.

8. Sustained while occupying a vehicle without a reasonable belief that that person is entitled to do so. This exclusion 8. does not apply to you or any relative while using your covered vehicle.

9. Sustained while occupying a vehicle (other than the covered vehicle) when it is being used in the business or occupation of an Insured person.

10. Arising out of accident involving a vehicle while being used by a person employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing, parking, leasing, delivering, repossessing, or testing vehicles. This exclusion 10. does not apply to the ownership, maintenance or use of your covered vehicle by: (a) you; (b) any relative; or (c) any partner, agent or employee of you or any relative using a covered vehicle.

11. Sustained by or as a consequence of: (a) discharge of a nuclear weapon (even if accidental); (b) war (declared or undeclared); (c) civil war, (d) insurrection; or (e) rebellion or revolution.

12. From or as a consequence of the following whether controlled or uncontrolled or however caused:

- a. Nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination.

13. Resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity.

14. Sustained by any person while occupying a covered vehicle without the express or implied permission of either you and/or a relative.

15. If the person is a driver of a covered vehicle and is under the age of twenty-one (21) or over seventy-five (75) unless:

- a. That driver is listed on the Declaration Page or Certificate of Insurance and;
- b. Additional premium has been included.

This exclusion 15. does not apply to a passenger occupying a covered vehicle.

16. Arising out of an accident involving a covered vehicle while towing a trailer or another vehicle, unless:

- a. The total number of axels for the trailer or vehicle do not exceed two (2) and;
- b. Additional premium has been included.

17. Who incurs medical expenses from a physician or other health care provider located in any country other than the U.S.A. or Mexico.

### LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations or Certificate of Insurance for this coverage is our maximum limit of liability for each person injured in any vehicle accident. This is the most we will pay regardless of the number of:

1. Insured persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Auto Liability or Uninsured/Underinsured Motorists Coverage.

C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any Auto Liability or Uninsured/Underinsured Motorists Coverage provided by this policy.

### OTHER INSURANCE

If there is other insurance or policy covers on the same basis, either excess or primary, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

### ASSIGNMENT OF BENEFITS

Payment for medical expenses will be paid directly to a physician or other health care provider if we receive a written assignment signed by the Insured person to whom such benefits are payable.

### COORDINATION OF BENEFITS IF PERSONAL INJURY PROTECTION (PIP) BENEFITS ARE REQUIRED

In the event of any auto accident in which you receive bodily injury necessitating medical care, and the state in the U.S.A. where such auto accident occurs requires PIP, this policy's Medical Payment Coverage (PART 2 of this policy) will convert to that state's PIP requirements. You shall be entitled to the minimum PIP coverage of the State where the auto accident occurred. In such event, the PIP medical coverage shall be in an amount, at least, equal to the amount of Medical Payments set forth in the Certificate. However, you are not entitled to both the PIP and the Medical Payment Coverage of this policy. You are entitled to the greater of the two (2) coverages, where applicable.

### PART 3 - GENERAL CONDITIONS - ALL PARTS OF THE COVERAGE FORM

#### TERRORISM EXCLUSION

Notwithstanding any other provision of this coverage form to the contrary, this insurance does not apply to any loss, cost, expense, damage, injury, or economic detriment, whether arising by contract, operation of law or otherwise, that in any way, directly or indirectly arises out of an "act of terrorism," as defined in the Terrorism Risk Insurance Act of 2002 ("the Act")

A. Under the Act, an "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the U.S.A.:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to:
  - a. Human life;
  - b. Property; or
  - c. Infrastructure;
3. To have resulted in damage within the U.S.A., or outside of the U.S.A. in the case of:
  - a. An air carrier (as defined in 49 U.S.C. Sec. 40102) or a U.S.A. flag vessel based principally in the U.S.A., on which U.S.A. income tax is paid and whose insurance coverage is subject to regulations in the U.S.A., regardless of where the loss occurs; or
  - b. The premises of the U.S.A. mission; and
4. To have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the U.S.A. or influence

the policy or effect the conduct of the U.S.A. Government by coercion.

B. Under the Act, no act will be certified as an “act of terrorism” if:

1. The act is committed as part of the course of a war declared by the Congress; or
2. Property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

C. A loss resulting from an act that is not certified as an “act of terrorism” is a covered loss unless excluded elsewhere in the policy.

D. Any certification or, or determination not to certify, an act as an “act of terrorism” under the Act will be final, and will not be subject to judicial review.

#### **DUTIES AFTER AN ACCIDENT OR LOSS**

A. In the event of an accident, claim, suit or loss we must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. If we show that your failure to provide notice prejudices our defense, there is no liability coverage under the policy.

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Immediately and promptly send us copies of any demands, notices, summons, or legal papers received in connection with the accident or loss, and assume no obligation, make no payment or incur no expenses without our consent, except at your own cost.
3. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for these exams. Submit, as often as we reasonably require, to an examination under oath.
4. Authorize us to obtain: (a) medical reports; and (b) other pertinent records.
5. Submit a proof of loss when required by us.

C. Within fifteen (15) business days after we receive your written notice of claim, we must:

1. Acknowledge receipt of the claim. If our acknowledgment of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgment.
2. Begin any investigation of the claim.
3. Specify the information you must provide in accordance with paragraph B. above. We may request more information, if during the investigation of the claim such additional information is necessary.

D. After we receive the information we request, we must notify you in writing whether the claim will be paid or has been denied or whether more information is needed:

1. Within fifteen (15) business days; or
2. Within thirty (30) business days if we have reason to believe the loss resulted from arson.

E. If we do not approve payment of your claim or require more time for processing your claim, we must:

1. Give the reasons for denying your claim, or
2. Give the reasons we require more time to process your claim. But, we must either approve or deny your claim within forty-five (45) business days after our requesting more time.

F. In the event of a weather-related catastrophe or major natural disaster, the claim-handling deadlines as stated above are extended for an additional fifteen (15) days.

G. Loss Payment

1. If we notify you that we will pay your claim, or part of your claim, we must pay within ten (10) business days after we notify you.

2. If payment of your claim or part of your claim requires the performance of an act by you, we must pay within ten (10) business days after the date you perform the act.

H. Notice of Settlement of Liability Claim.

#### **POLICY CHANGES**

This policy, your application for insurance, and endorsements issued by us to this policy contains all the agreements between you and us. Subject to the following, its terms may not be changed or waived except by an endorsement issued by us.

The premium for each listed driver or listed vehicle is based on the information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct and complete, and you will notify us if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, we may adjust your premium during the policy premium, or take other appropriate action. To properly insure your vehicle, you must promptly notify us when:

1. You changed your address or phone number.
2. Your covered vehicle is primarily garaged at an address other than the address listed on the Declarations or Certificate of Insurance.
3. You make physical or mechanical modification to a covered vehicle.
4. You acquire a replacement vehicle.

We may void coverage under this policy if you or an Insured person fails to promptly notify us.

Changes that may result in premium adjustment are contained in our rates and rules. These include, but are not limited to:

1. Changes in the number, type or use classification of a covered vehicle;
2. Changes in operators using covered vehicles;
3. A relative obtaining a driver’s license or operator’s permit;
4. Changes in the place of principal garaging of any covered vehicle;
5. Changes in coverage or limits of liability; or
6. Changes in rating territory or discount eligibility.

#### **FRAUD OR MISREPRESENTATION**

This policy was issued in reliance upon the information you verbally provided to us or information you provided on your insurance application. We may void coverage under this policy if you or an Insured person have knowingly concealed or misrepresented any material fact or circumstances, or engaged in fraudulent conduct in connection with this insurance, the covered vehicle, or your interest in the covered vehicle, at the time this policy, was issued or at any time during the policy period.

We may void this policy or deny coverage for any accident or loss if you or an Insured person have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct in connection with the presentation or settlement of a claim.

We may void this policy for fraud or misrepresentation even after the occurrence of an accident or loss. This means that we will not be liable for any claims or damages, which would otherwise be covered. If we void this policy, you must reimburse us if we make a payment.

### **PAYMENT OF PREMIUM**

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment. If the check, draft, or remittance is not honored upon presentment, this policy will be deemed void from inception. This means that we will not be liable under this policy for any claim or benefits which would otherwise be covered if the check, draft, or remittance had been honored upon presentation.

If you tender a check, draft, or remittance, to us for any full or partial payment or your premium, other than your initial payment, and the check, draft, or remittance is returned to us because of insufficient funds, a closed account, or a stop payment, this policy may be deemed cancelled on the day the payment is due.

### **LEGAL ACTION AGAINST US**

A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Liability Coverage, no legal action may be brought against us until:

1. We agree in writing that the Insured person has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

B. No person or organization has any right under this policy to bring us into any action to determine the liability of an Insured person.

### **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the accident or loss to impair them.

### **OUR RIGHT TO RECOVER PAYMENT**

A. If we make any payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

(A release of the insurer of an underinsured motor vehicle does not prejudice our rights.)

B. If we make any payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment(s).

### **POLICY PERIOD AND TERRITORY**

A. This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

B. The policy territory is the contiguous forty-eight (48) states of the United States of America.

### **TERMINATION**

A. Cancellation. This policy may be canceled during the policy periods as follows:

1. The named Insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing notice to the named Insured shown in the Declarations at the address shown in this policy.
3. After this policy is in effect for ninety (90) days or if this is a renewal or continuation policy, we will for the following reasons:
  - a. Misrepresentation by you of any material fact in the procurement or renewal of this policy or in the submission of any claim under this policy; or
  - b. For nonpayment of premium; or
  - c. If your driver's license or motor vehicle registration or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses your covered vehicle has been suspended or revoked or;
    - d. You are convicted or driving while intoxicated or under the influence of any substance, homicide, or assault arising of the use of any motor vehicle.
4. Your place of residence, state of registration, or license of a covered vehicle is changed to a state or country in which we do not accept.

If you or us cancel this policy for any reason, any refund due will be computed on a short-term basis.

B. Automatic Termination. If, at any time, you obtain other insurance on your covered vehicle, any similar insurance provided by this policy will terminate as to that vehicle on the effective date of the other insurance. If we are asked to quote a renewal and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

C. Other Termination Provisions.

1. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund promptly. However, making or offering to make the refund is not a condition of cancellation. Refunds will be refunded on a pro-rata basis.
3. The effective date of cancellation stated in the endorsement shall become the end of the policy period.
4. Any cancellation or restriction of coverage made without your consent will be of no effect, except as:
  - a. Provided for in this Termination provision under:
    - (1) Cancellation;
    - (2) Non-renewal; or
    - (3) Automatic Termination; or
  - b. Required by law.

### **ENGLISH VERSION OF THIS POLICY CONTROLS**

This policy is written and available in English and Spanish. *Note:* The English version is applicable and controls for all purposes. Any legal controversies in U.S.A. Courts will be governed by the English version.

The Spanish version of this policy is for convenience and information purposes only.

## TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named Insured shown in the Declarations or Certificate of Insurance dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named Insured shown in the Declarations or Certificate of Insurance.
2. The legal representative of the deceased person as if a named Insured shown in the Declarations or Certificate of Insurance. This applies only with respect to the representative's legal responsibility to maintain or use your covered vehicle.

B. Coverage will be provided until the end of the policy period.

## TWO OR MORE AUTO POLICIES

If this [certificate] policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under one policy.

## BANKRUPTCY

The bankruptcy or insolvency of the Insured person will not relieve us of any obligations under this policy.

## PART 4 - NO COLLISION OR COMPREHENSIVE PROPERTY COVERAGE

This is a Third-Party Liability policy only. This policy does not insure or protect the described or listed vehicle(s) on the Certificate for Property Damage. Specifically, Collision or Comprehensive type coverages are not included in this policy.

## PART 5 - POLICY TERMS AND CONDITIONS

### MANDATED COVERAGE

While a covered vehicle is in use in any state in the U.S.A., we will increase, if necessary, the Limit of Liability coverage to meet the limit specified by a compulsory or financial responsibility law in the jurisdiction where the covered vehicle is being used. This policy does not provide certain types of benefits including but not limited to, No-Fault Personal Injury Protection (PIP), Uninsured or Underinsured Motorist (UM) protection unless such coverages are mandated in the State where an auto accident occurs. In that event, only the minimum amount of such required coverage, if any, will be afforded by this policy. For any such mandated coverages, this policy will confirm to the statutory requirements and policy language of the state where the benefits are payable.

Note: You signed a waiver of UM benefits in the Certificate at the time this policy was purchased. It is not the intent of this policy to provide UM benefits to you. UM benefits will not be provided unless the auto accident occurs in a state where UM benefits cannot be waived.

### PART 6 - DEFINITIONS

1. **"Auto Accident"** means a sudden, unexpected, and unintentional event involving one (1) or more vehicles.
2. **"Bodily injury"** means bodily harm, or injury, including death that result directly from an accident.
3. **"Business"** includes trade, profession, or occupation.
4. **"Business Day"** means a day other than a Saturday, Sunday, or holiday recognized by the U.S.A.
5. **"Certificate of Insurance"** means the report from the agent from whom you purchased this Policy, listing:
  - a. The type of coverage you have elected;

- b. The limit for each coverage;
  - c. The cost of each coverage;
  - d. The specified vehicles covered by this policy;
  - e. The type of coverage for each such vehicle;
  - f. Waiver of Uninsured Motorist (UM) coverage.
  - g. Other information applicable as listed on the Certificate itself.
6. **"Collision Coverage"** is not afforded by this policy. Collision coverage typically covers an insured for property damage to the insured's own vehicle incurred in an auto accident.
  7. **"Comprehensive Coverage"** is not afforded by this policy. Comprehensive coverage typically covers an insured for property damage to the insured's own vehicle(s) incurred due to theft, wind or storm.
  8. **"Covered vehicle"** means any specifically described vehicle for which a premium charge is shown in the Certificate of Insurance that is either:
    - a. A private passenger auto or station wagon registered in Mexico or;
    - b. A pickup or van registered in Mexico with a Gross Vehicle Weight of 10,000 lbs. or less not used for the delivery or transportation of people for a fee, goods, materials, supplies (other than samples), or any other business.
    - c. Any trailer while drawn by or attached to a covered vehicle.
    - d. No coverage will be provided for any vehicle not shown in the Declarations or Certificate of Insurance.
  9. **"Loss"** means sudden, direct, unexpected and unintentional damage.
  10. **"Mechanical Devise"** means a crane, forklift or similar self-motorized means of conveying objects.
  11. **"Non-Resident"** means a citizen of a country other than the U.S.A. It also includes any vehicle registered/licensed in a country other than the U.S.A.
  12. **"Occupying"** means in, on, entering or exiting a vehicle.
  13. **"PIP"** means Personal Injury Protection benefits. This is often referred to as No-Fault Benefits. Many states in the U.S.A. require this coverage for vehicles operating in their jurisdiction. If these benefits are required, this policy will adopt the required statutory language as this policy's definition of such benefits and applicable terms.
  14. **"Property damage"** means physical damage to, or destruction, or loss of use of, tangible property.
  15. **"Punitive or Exemplary Damages"** means those damages awarded against an Insured person as a penalty or as monetary punishment due to any reckless or wanton conduct, malice or gross lack of care by an Insured person in causing or contributing to an accident.
  16. **"Relative"** means a person residing in the same household as you, and related to you by blood, marriage, or adoption, including a ward, stepchild, or foster child. Unmarried dependent children temporarily away from the home will be considered if:
    - a. They are under the age of twenty-five (25) years;
    - b. They intend to continue to reside in your household and;
    - c. They are a student, but not a full time student at a school, college or university in the U.S.A.
  17. **"Suit"** means a civil proceeding in which damages because of bodily injury or property damage to which this insurance applies are alleged and you are a named party. Suit includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
  18. **"Trailer"** means a vehicle designed to be pulled by a:
    - a. Private passenger auto; or
    - b. Pickup or van.

It does not include a mobile home, travel trailer, or a trailer used as an office, store, restaurant, display, or passenger conveyance.

19. **“UM Coverage”** means uninsured and/or underinsured motorist coverages where applicable. These coverages are not offered under this policy. If UM is required by a state in which an auto accident occurs, the term UM or UIM are defined by such State’s Financial Responsibility Law or like statutes. In such case, such State’s definitions are incorporated by reference, into this definition, but only if this policy is required to provide such benefits to you. If UM benefits are not required and/or can be waived, there are no UM benefits available under this policy.

20. **“U.S.A.”** is an abbreviation for the United States of America.

21. **“Vehicle”** means a land motor vehicle designed for travel on public roads with at least four (4) wheels.

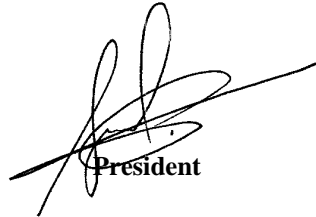
22. **“We”, “Us”, and “Our”** refer to the company providing this insurance as shown on the Declaration Page or Certificate of Insurance.

23. **“You”, “your”, and “Insured person”** mean the person shown as the named Insured on the Declaration Page or Certificate of Insurance, or anyone else operating, with your permission, a covered vehicle. For purposes of Medical Payments (PIP, if applicable) it means a person qualifying for benefits.

**In Witness whereof**, the company has caused this policy to be executed and attested.



Secretary



President

## ADDITIONAL COVERAGE

### CAIC ASSIST-ROADSIDE ASSISTANCE PROGRAM

Please call 1-877-340-7456 to request service

#### DECLARATIONS

1. Commercial Alliance Insurance Company's ("CAIC") Roadside Assistance Program is included in your Non Resident Auto Liability policy if the Declaration Page specifies it as INCLUDED and extra premium is paid for it.
2. To request service you must call the toll-free number 1-877-340-7456 while in the U.S.A. This service is available twenty-four (24) hours a day, seven (7) days a week, every day of the year. No coverage provided in any other country besides the United States.
3. The insured must have a current, valid and paid insurance policy with Commercial Alliance Insurance Company.
4. Only services of the described vehicle(s) listed on the Certificate are eligible for assistance.

#### SERVICES PROVIDED

1. Commercial Alliance Insurance Company will provide the services listed below during the effective dates of said policy.
2. Policies from one (1) to thirty (30) days of coverage are allowed to only one (1) service per policy.
3. Policies from thirty-one (31) to three hundred sixty-five (365) days of coverage are allowed to two (2) services per policy.
4. Commercial Alliance Insurance Company will provide service for the following occurrences up to \$75 dollars per event:
  - 24-hour dispatch of emergency towing assistance:  
Tow service to the nearest qualified service facility, or to the issuing dealership, or other destination designated by client design.
  - 24-hour dispatch of emergency delivery of supplies:  
Emergency supply of gasoline, oil, fluid and water. The cost of such liquids has to be paid by the insured.
  - 24-hour dispatch of flat tire assistance:  
Assistance to inflate, repair or replace the flat tire with the vehicle's spare tire.
  - 24-hour emergency battery assistance:  
Assistance to jump-start the vehicle.
  - 24-hour emergency lock-out assistance:  
Assistance of a locksmith to allow entry into the vehicle. Duplicate keys can be made at the customer's request and expense.
5. This service is provided in the United States of America to the vehicle described in the Certificate of CAIC's Non Resident Auto Liability Insurance.

#### EXCLUSIONS

The following are excluded from coverage:

1. No coverage in Mexico is provided.
2. All parts, labor and supplies provided while at an auto repair shop or service station, or towing to another location.
3. Replacing damaged tires with new tires.
4. Service is only for the vehicle described in the Certificate. No other vehicles are included.
5. You must call 1-877-340-7456 to request service, or no coverage is provided.
6. Any taxes or fines.
7. Ambulance services and expenses.
8. Towing at the direction of law enforcement officer relating to traffic obstruction or abandonment, etc.
9. No service is going to be provided to emergencies consequence of the use of alcohol, drugs and other narcotics.
10. No service is going to be provided to emergencies caused by a person using a vehicle without the reasonable belief that person is entitled to do so.
11. No reimbursement applies. We will pay the service providers.