

Return Date: February 13, 2024

JANET HOBSON AND	:	SUPERIOR COURT
ROY SCHOENHOLTZ, as individuals and	:	
on behalf of all others similarly situated,	:	
<i>Plaintiffs</i>	:	J.D. OF HARTFORD
	:	AT HARTFORD
v.	:	
	:	
HARTFORD INSURANCE COMPANY OF	:	
THE MIDWEST AND TWIN CITY FIRE	:	
INSURANCE COMPANY,	:	
<i>Defendants.</i>	:	January 16, 2024

CLASS ACTION COMPLAINT

Plaintiffs Janet Hobson and Roy Schoenholtz (“Plaintiffs”), on behalf of themselves and all others similarly situated, by and through undersigned counsel, bring this class action against Defendants Hartford Insurance Company of the Midwest (“HICM”) and Twin City Fire Insurance Company (“Twin City”) (collectively, “Defendants”) and alleges as follows:

INTRODUCTION

1. This class action lawsuit arises from Defendants systematically undervaluing total-loss vehicles to arbitrarily reduce the ultimate payment to insureds who make total-loss claims.
2. Defendants’ insurance policies with Plaintiffs and all putative Class members (defined below) promise to pay for the loss, limited to the actual cash value (“ACV”) of the vehicle. Attached as **Exhibit A** is a copy of Plaintiff Schoenholtz’s Policy, and attached as **Exhibit B** is a copy of Plaintiff Hobson’s Policy (“Policy”). In the event of a “total loss” to an insured vehicle—*i.e.*, where repair of the vehicle is impossible or uneconomical—Defendant’s obligation is to pay the vehicle’s ACV (less any deductible and salvage-retained value).¹

¹ For ease of reading, Plaintiffs use ACV to mean “ACV, less any applicable deductible and salvage-retained value.”

3. Defendants violated their straightforward contractual obligation by directing its third-party vendor to systematically reduce the total-loss valuations. Specifically, Defendants' third-party vendor determines the ACV of an insured total loss vehicle by taking the average price of "comparable vehicles" in the relevant market, adjusted for documented differences between the comparable vehicle(s) and the insured vehicle in mileage, equipment, and condition. *After* the vendor determines the price for "comparable vehicles," however, Defendants instruct its vendor to apply an arbitrary, baseless, and illegal "projected sold adjustment" ("PSA") reduction to each comparable vehicle where list price is not identified. This reduction artificially reduces the ACV calculation of the total-loss vehicle and, consequently, reduces the amount of Defendants total loss payment to insureds.

4. This PSA reduction is arbitrary, capricious, and baseless. Indeed, the data on which it is purportedly based shows the very opposite is true—that vehicles sell for their listed price, not for hundreds of dollars less than their listed price. So, Defendants and its vendors simply ignore or exclude the data.

5. Defendants' practice constitutes a breach of contract.

6. As a result, Plaintiffs did not receive the benefit of the bargain, and thus sustained actual damages.

7. By this action, Plaintiffs, individually and on behalf of the Class, seek damages.

PARTIES

8. Plaintiff Janet Hobson is and was domiciled at 227 Lexington Blvd. Apt 5, Clark, New Jersey and was a New Jersey citizen at all times relevant to this lawsuit.

9. Defendant Hartford Insurance Company of the Midwest is and was, at all relevant times to this lawsuit, an Indiana insurance company authorized to underwrite insurance in the State of New Jersey, with its principal place of business being One Hartford Plaza, Hartford, CT 06155.

10. Plaintiff Roy Schoenholtz is and was domiciled at 22 Long Branch Ct. St. Peters, Missouri 63376.

11. Defendant Twin City Fire Insurance Company is and was, at all relevant times to this lawsuit, an Indiana company authorized to underwrite insurance in the State of Missouri, with its principal place of business at One Hartford Plaza, Hartford CT, 06511.

JURISDICTION AND VENUE

12. This Court has personal jurisdiction over Defendants because Defendants have their principal place of business in the State of Connecticut.

FACTUAL ALLEGATIONS

Defendants' Systemic Application of Projected Sold Adjustments

13. On July 22, 2019, Plaintiff Hobson was involved in a car wreck and sustained physical damage to her vehicle. At the time of the car wreck, Plaintiff Hobson had an automobile insurance policy written by Defendant HICM.

14. Plaintiff Hobson made a property damage claim to Defendant HICM.

15. Defendant HICM declared Plaintiff Schoenholtz's vehicle to be a total loss—meaning it was impossible or uneconomical to repair the vehicle—and purported to offer him the ACV of his loss vehicle, as promised and represented it would under the uniform provisions of the Policy and New Jersey law.

16. On December 2, 2018, Plaintiff Schoenholtz was involved in a car wreck and sustained physical damage to his vehicle. At the time of the car wreck, Plaintiff Schoenholtz had

an automobile insurance policy written tby Twin City.

17. Plaintiff Schoenholtz made a property damage claim to Defendant Twin City.

18. Defendant Twin City declared Plaintiff Schoenholtz’s vehicle to be a total loss—meaning it was impossible or uneconomical to repair the vehicle—and purported to offer him the ACV of his loss vehicle, as promised and represented it would under the uniform provisions of the Policy and Missouri law.

19. When calculating the ACV, Defendant HICM in New Jersey, and Defendant Twin City in Missouri systemically employed during the class period a routine “total loss settlement process.” This process involves obtaining a “Vehicle Valuation Report” from a third party vendor, Mitchell, and then using and relying upon the valuation provided by Mitchell to determine the benefit payment under the policy. Defendants provided a Mitchell Vehicle Valuation Report for Plaintiff Schoenholtz on February 6, 2018, **Exhibit C**, and to Plaintiff Hobson on July 30, 2019, **Exhibit D**.

20. The vehicle valuation begins by identifying the listed price of comparable vehicles offered for sale in the relevant geographic area. These prices are then adjusted (either positively or negatively) based on documented differences between a comparable vehicle and the insured vehicle in mileage and equipment. For example, if the insured vehicle has less miles than a comparable vehicle, the price of the comparable vehicle is increased because—all else being equal—a vehicle with less miles is worth more. Of course, the opposite is also true—if an insured vehicle has more miles than a comparable vehicle, the price of the comparable vehicle is decreased.

21. In addition, however, the valuation reports used by Defendants make a further adjustment to each loss vehicle called a “Projected Sold Adjustment.” For Plaintiff Schoenholtz,

negative Projected Sold Adjustments in the amounts of \$1,384.00, \$1,263.00, \$1,385.00, - \$1,037.00, \$1,362.00, \$1,615.00, \$1,233.00, \$974.00, \$1,289.00, respectively, were applied to nine of the ten comparable vehicles considered by the Mitchell report. **Exhibit C**, at pp. 5–9.

22. Defendant Hartford valued Plaintiff Hobson’s total loss claim at \$16,032.81 and paid Plaintiff that amount. The market valuation report listed values of twenty different comparable vehicles and shows that Defendant Hartford and its vendor applied a “projected sold adjustment” of approximately 3-5% to reduce the value of nineteen comparable vehicles without itemizing or explaining the basis of each adjustment and/or how the value of the deduction was determined. *See* Plaintiff Hobson’s Market Value Report at pp. 6-15, attached as **Exhibit D**.

23. After the adjustments and after the PSA reduction is imposed, the average adjusted prices become the vehicle’s “base” value. From there, Mitchell then makes further adjustments based on the pre-loss condition of the insured vehicle itself.

24. Defendants provide no data specific to the comparable vehicles or any explanation of industry practices in its valuation reports to support *any* Projected Sold Adjustment, much less the specific downward adjustments used in both Plaintiffs valuation reports. Instead, the *only* explanation is buried on the last page of each report, stating in full: “Projected Sold Adjustment – an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).” **Exhibit C** at p. 10, **Exhibit D** at p. 16.

Defendants’ Projected Sold Adjustments are Invalid.

25. Defendants’ Projected Sold Adjustments do not reflect market realities (the context in which “consumer behavior” occurs) and run contrary to customary automobile dealer practices and inventory management, where list prices are priced to market to reflect the intense competition in the context of Internet pricing and comparison shopping. Before the ubiquity of

online advertising and shopping, “advertised” prices had very little to do with eliciting car buyers to particular dealerships—instead, car buyers generally went to their local used car dealership that had the desired vehicle in stock for sale. The “advertised” price was simply whatever price was listed on the physical window. And consumers could not, as they can now, easily compare that price to Internet advertisements of the same vehicle offered by competitors.

26. As such, dealerships generally priced vehicles above market knowing that some consumers might be poor negotiators and they would realize an inflated profit on those sales. This above-market “window” price allowed for negotiation, and a downward negotiation often occurred.

27. But during the Class Period—and well before—that is simply no longer how the used car market operates. Now, given the need for Internet advertising, the prevalence of Internet shopping and consumer behavior, developments in sophisticated pricing software universally used by car dealerships, and the ease with which consumers can compare the advertised prices of identical vehicles across multiple competing dealerships, used car dealerships no longer price vehicles above market with room for—and the expectation of—negotiation. Instead, car dealerships use sophisticated pricing software—which provides the advertised prices of all competitors; the average “turn” of a given year, make and model; the amount for which vehicles have sold during a given time-period; etc.—and now price vehicles to market and do not negotiate from that price.

28. This makes sense because if a car dealership priced a vehicle above market with room for negotiation, consumers would simply avoid that dealership. Consumers can easily compare advertised prices and would seek out the vehicle priced to market, rather than the same vehicle priced at a higher amount (i.e., above market). Given the choice between paying less or

paying more for an identical vehicle, consumers will choose to pay less.

29. As such, a negotiated discount off the cash price is highly atypical and is improper to include in determining ACV. The inclusion of this significant downward adjustment purportedly to “reflect consumer purchasing behavior” is particularly wrongful in the context of this action—insureds who have suffered a total loss of their vehicle and need a replacement have limited time to search out the illusory opportunity of a below-market deal Defendants assume always exists without explanation or support.

30. Defendants’ PSAs are also contrary to appraisal standards. Under these standards, adjustments to the price of comparable vehicles are only proper if the differences are verified and documented. Defendants improperly deviate from that process by thumbing the scales in favor of reducing claim amounts to the detriment of insureds. Defendants document the loss vehicles and each comparable vehicle’s mileage, options, and trim, which are compared in the report, and makes dollar adjustments accordingly. Plaintiffs do not challenge these documented adjustments. At this stage of the process, however, Defendants abandon the comparative methodology and applies adjustments antithetical to proper appraisal methodologies for determining ACV. Appraisers use advertised prices and only make adjustments based on observed and verifiable data; appraisal standards do not permit arbitrary adjustments from the considered price based upon undocumented and unverifiable assumptions.

31. Defendants likewise tilt the scale by discarding vast amounts of relevant data that contradict applying a PSA and by failing to control for material variables, including whether there were ancillary purchases or transactions that may influence what is recorded as the “sales price” but does not influence the ACV (e.g., whether the customer traded in a vehicle at time of purchase, bought an extended warranty or service plan, or financed the purchase).

32. This data includes listed price data and sales data, where the last listed price and sold price of a vehicle can be compared. Until July 2021, Defendants excluded from the calculation of the Projected Sold Adjustment *all transactions* in which the list price of a vehicle equaled the the sold price.

33. Even after July 2021, Defendants still exclude transactions in which the list price of a vehicle exceeds the sold price.

34. Defendants have excluded and continued to exclude from the calculation of the PSA all transactions in which the sold price of a vehicle is greater than the list price.

35. In other words, Defendants and their vendors simply tossed most of the data because it contradicted Defendants' thesis. It did so without having performed any investigation or study of the validity of the PSA. Defendants simply assume the vast majority of the transactions where the sales price is equal to or greater than the list price are anomalies.

36. Furthermore, Defendants have not exercised even a modicum of effort to investigate whether market realities support the application of a PSA. Nor does Defendants or their vendors attempt to verify for those transactions where the advertised price exceeded sold price, whether the reason for the reduction was negotiation of the cash price of the vehicle and not some other (far more likely) reason, some of which are discussed herein. In other words, Defendants have not shown that even the minority of transactions where the list price exceeds the sales price is a result of a price negotiation rather than resulting from other factors in the sales transaction.

37. Defendants' form Policies do not permit reducing a vehicle's value for invented or arbitrarily assumed justifications.

38. These irremediable and unjustifiable errors, of course, skew the data in favor of

Defendants to the detriment of the insureds.

39. Moreover, examples abound demonstrating the glaring error of Defendants' cherry-picking practices.

40. For example, related to the exclusion of sales prices greater than list prices, advertised prices for comparable vehicles listed in Defendants' valuation reports are scraped from Internet sources—specifically Cars.com, Autotrader.com, Vast.com, and TrueCar.com. The advertised prices many dealerships publish on these websites include discounts for consumers who are financing and providing a trade-in. Thus, a consumer who was not financing the vehicle through the dealership and/or who was not trading in a vehicle—obviously, insureds who sustained a total loss are not trading a vehicle when purchasing a replacement vehicle—would have to pay in cash *more* than the price listed on sources where the consumer was using dealer financing or trading in a vehicle. In determining the actual *cash* value of Plaintiffs' and class members' totaled vehicles, there is no justification for Defendants to have excluded those transactions from calculating the Projected Sold Adjustment, while only including transactions where the sold price was recorded as less than the list price.

41. Simply put, there is no justification for Defendants to exclude such transactions as outliers or mistakes when justifying the calculating the amount of the so-called Projected Sold Adjustment.

42. Doing so serves only to skew the data to meet Defendants' unjustified, unsupported, and uninvestigated assumption that the list price of comparable vehicles should always be reduced to pay insureds and claimants less.

43. Even where the data shows vehicles that were sold for less than listed price, Defendants fail to control for whether this was because the vehicle was purchased with discounts

unavailable to the public (e.g., employee discounts or loyalty discounts or friends/family discounts).

44. Defendants also fail to control for whether the vehicle was purchased with cash, or whether there were ancillary purchases or transactions that may influence the recorded “sales price” but not the ACV (e.g., whether the customer traded in a vehicle at the time of purchase, bought an extended warranty or service plan, or financed the purchase through the dealership).

45. In these instances, the ACV of the vehicle remains as price to market; the dealership simply transferred the anticipated profit through either the sale of an optional ancillary product or by reducing what it would have offered in trade-in value or because it would more than make up the difference through points on the loan.

46. The impropriety and arbitrariness of Defendants’ Projected Sold Adjustments are further demonstrated by the fact that Mitchell’s primary competitor in providing valuation reports to insurance companies—CCC Intelligent Solutions—does not apply projected sold adjustments in this manner. Instead, CCC Intelligent Solutions uses list prices with no reduction for projected sales behavior that virtually always results in a reduction in the vehicle values.

47. On information and belief, the impropriety and arbitrariness of Defendants’ Projected Sold Adjustments are further demonstrated by the fact that Defendants do not apply these adjustments when valuing total losses in some states, including California. There is no justification for applying these adjustments when valuing total losses in New Jersey or Missouri while not subjecting California claimants to the same negative adjustments.

48. Plaintiffs and each member of the proposed Class were damaged by Defendants’ application of these PSA reductions because they were not paid the ACV they should have received.

49. Were it not for this improper adjustment, the “Base Value” in each valuation report would have been higher, resulting in a higher “settlement value” and in turn a higher payment by Defendants for ACV. Specifically, for Plaintiff Schoenholtz, were it not for this improper adjustment, the payment of ACV by Defendant Twin City would have been \$1,154.20 higher, before adding the related increase in payments for applicable sales taxes.² To date, the full payment for Plaintiffs’ claims has been unreasonably and wrongfully withheld.

50. Moreover, to the extent Defendants have any discretion in calculating ACV, Defendants *always* exercises that discretion to its insured’s detriment and to its own benefit. For example, in calculating the PSA, Defendants eliminate the vast majority of transactions, i.e., those where vehicles were sold for the listed price or more. And for the remaining data, Defendants assume that when vehicles are sold for less than listed price, the reason is always because of negotiation of a cash purchase.

51. Additionally, despite calling it a “projected sold *adjustment*,” the PSA always and without exception *reduces* the listed price—it is a projected sold reduction, not a projected sold adjustment. Defendants do not increase the price when they think a vehicle is priced below market and decrease when it thinks a vehicle is priced above market, for example. Instead, it always applies the PSA to comparable listed price without exception and *always* to decrease the listed price.

² The dollar amount of Defendants’ underpayment to Plaintiff Schoenholtz was calculated as the difference in the “Base Value” without application of the improper Projected Sold Adjustments and the “Base Value” as calculated by Mitchell.

CLASS ACTION ALLEGATIONS

52. Plaintiffs bring this action individually and as a class action pursuant to Sup. Ct. R.

D.C. 23. The proposed Class is defined as follows:

All Hartford insureds with New Jersey personal lines auto policies, who submitted a claim between December 23, 2015 through November 29, 2023 and all Twin City insureds with Missouri personal lines auto policies who submitted a claim between July 22, 2013 through November 29, 2023, whose vehicles (owned or leased) were declared a total loss and who received compensation for the total loss of their own vehicles under their First Party Coverages, where a Mitchell Market Valuation Report was used in connection with the claim.

53. Excluded from the Class are (a) the assigned judges and judges' staff and families, and (b) Defendants' employees. Also excluded from the Classes are individuals who resolved their claims via methods other than a Mitchell Valuation Report.

54. Class certification is appropriate because Plaintiffs can prove the elements of his claims on a class wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

55. **Numerosity.** The members of the Class are so numerous that individual joinder of all Class members is impracticable. Plaintiffs have examined the Defendants' total loss claims data and it reveals thousands of Class members, the precise number is unknown to Plaintiffs, but may be ascertained from Defendants' books and records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

56. **Commonality and Predominance.** This action involves common questions of law and fact, and these common questions predominate over any questions affecting individual Class members, including, without limitation:

- a. Whether Defendants' application of the PSA to comparable vehicles' listed prices constitutes a breach of the form Policy;
- b. Whether the PSA deduction is baseless and invalid, considering the data ignored and discarded from the calculation and evidence about dealer pricing practices in the modern used car market;
- c. Whether under the standard appraisal "comp" method, the invalid PSA deduction must be excised from insureds' valuation reports to arrive at a proper ACV amount;
- d. Whether insureds who sustained a total loss are entitled under Defendants' form Policy to payment based on the vehicle's ACV;
- e. Whether Defendants' conduct breached its contracts with Plaintiffs and the other Class members; and
- f. Whether Plaintiffs and the Class are entitled to damages and the measure of damages owed to them.

57. **Typicality.** Plaintiffs' claims are also typical of the other Class members' claims because Plaintiffs and the other Class members were all similarly affected by Defendants' application of a deductive "Projected Sold Adjustment." Plaintiffs' claims are based upon the same legal theories as those of the other Class members. Plaintiffs' claims are present questions of law and fact that are thus common to the putative class members. Plaintiffs and the other Class members sustained damages as a direct and proximate result of the same wrongful practices in which Defendants engaged. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the claims of the other Class members. As a result the Plaintiffs claims are typical, essentially identical to those of the other putative class members.

58. **Adequacy of Representation.** Plaintiffs are adequate representatives of the Class because Plaintiffs' interests do not conflict with the interests of the other Class members whom they seek to represent, and Plaintiffs have retained counsel competent and experienced in complex class action litigation, including successfully litigating class action cases similar to this one, where insurers breached contracts with insureds in the calculation of the ACV of a total loss vehicle.. The interests of the Class will be fairly and adequately protected by Plaintiffs and his counsel.

59. **Superiority.** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, such that it would be impracticable for the Class members to individually seek redress for Defendants' wrongful conduct. Even if the Class members could afford litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

COUNT I

BREACH OF CONTRACT

60. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1–59.

61. Plaintiffs bring this claim individually and on behalf of the Class.

62. Plaintiff Hobson and each of the New Jersey members of the Class were insured under a policy issued by Defendant, HARTFORD INSURANCE COMPANY OF THE MIDWEST, as described herein.

63. Plaintiff Schoenholtz and each of the Missouri members of the Class were insured under a policy issued by Defendant, TWIN CITY FIRE INSURANCE COMPANY, as described herein.

64. Plaintiffs and each of the other Class members made claims under their insurance contracts, which Defendants determine to be first-party total losses under the insurance contract, and additionally determined to be covered total-loss claims.

65. Pursuant to the above-described contractual provisions, upon the total loss of their insured vehicles, Defendants purported to pay Plaintiffs and each of the other Class members the ACV of their totaled vehicles.

66. Defendants, however, failed to pay the ACV of Plaintiffs' and the Class members' vehicles because Defendants applied an arbitrary and capricious "Projected Sold Adjustment" to comparable vehicles in order to reduce their market value and, as a result, Defendants' payment to insureds.

67. Thus, Defendants failed to pay Plaintiffs and each of the other Class members the promised ACV of their total loss vehicles and thereby breached its contract with Plaintiffs and each of the other Class members.

68. As a result of these contractual breaches, Plaintiffs and each of the other Class members have been damaged and are entitled to damages, as well as costs, pre-judgment and post-judgment interest, injunctive relief, and other relief as appropriate.

69. All conditions precedent have been satisfied

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully seeks judgment in Plaintiffs' favor and in favor of the Classes as follows:

70. An Order:
 - a. Certifying this action as a Class Action and appointing Plaintiff Schoenholtz as class representative of the Missouri Class members.
 - b. Certifying this action as a Class Action and appointing Plaintiff Hobson as class representative of the New Jersey Class members.
 - c. Appointing Plaintiffs' counsel as Class Counsel;
 - d. An award of damages (including actual and compensatory) to Plaintiffs and the Class in an amount to be determined at trial , plus interest, in accordance with law;
 - e. An award of Plaintiffs' and the Class's costs of suit, including reasonable attorneys' fees as provided by law; and
 - f. An award of such further and additional relief as is necessary to redress the harm caused by Defendants' unlawful conduct and as the Court may deem just and proper under the circumstances.

THE PLAINTIFFS

By /s/ David N. Rosen
David N. Rosen, Juris No. 51235
Kalind Parish, Juris No. 445180
David Rosen & Associates, P.C.
400 Orange Street
New Haven, CT 06511
(203) 787-3513
(203) 787-1605 fax
drosen@davidrosenlaw.com
kparish@davidrosenlaw.com

Adam A. Schwartzbaum, Esq.
Pro Hac Vice forthcoming
Scott Edelsberg, Esq.
Pro Hac Vice forthcoming
scott@edelsberglaw.com
adam@edelsberglaw.com
EDELSBERG LAW, P.A.
20900 NE 30th Ave., Suite 417
Aventura, FL 33180
Office: (786) 289-9471
Direct: (305) 975-3320
Fax: (786) 623-0915

NORMAND PLLC
Edmund Normand
Pro Hac Vice forthcoming
Jacob Phillips
Pro Hac Vice forthcoming
3165 McCrory Place, Suite 175
P.O. Box 140036
Orlando, Florida 32803
Telephone: 407-603-6031
Fax: 888-974-2175
ed@normandpllc.com
jacob@normandpllc.com
ean@normandpllc.com

Andrew J. Shamis, Esq.
Pro Hac Vice forthcoming
SHAMIS & GENTILE, P.A.
14 NE First Avenue, Suite 705
Miami, Florida 33132
Telephone: 305-479-2299
ashamis@shamisgentile.com

*Counsel for Plaintiff
and the Proposed Class*

WHEREFORE, the plaintiffs claim compensatory damages in excess of the sum of FIFTEEN THOUSAND and 00/100 DOLLARS exclusive of interest and costs.

The Hartford
Personal Auto
Insurance Policy

Missouri



PERSONAL AUTO POLICY COVER SHEET - MISSOURI

Your personal auto insurance policy is a legal contract between you and your insurance company.

READ YOUR POLICY CAREFULLY. This cover sheet provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. **IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.**

The following is an index of the major provisions of your policy. Page numbers refer to the location of these provisions in the policy. Amendatory endorsements may be attached to your policy to modify these provisions or provide you with additional coverage(s).

INDEX OF MAJOR PROVISIONS OF THE POLICY

	Beginning On Page
AGREEMENT	1
DEFINITIONS	1
PART A - LIABILITY COVERAGE	2
Insuring Agreement	Out of State Coverage
Supplementary Payments	Financial Responsibility
Exclusions	Other Insurance
Limit of Liability	
PART B - MEDICAL PAYMENTS COVERAGE	5
Insuring Agreement	Limit of Liability
Exclusions	Other Insurance
PART C - UNINSURED/UNDERINSURED MOTORISTS COVERAGE	6
SECTION I - UNINSURED MOTORIST COVERAGE	
Insuring Agreement	Other Insurance
Exclusions	Arbitration
Limit of Liability	
SECTION II - UNDERINSURED MOTORIST COVERAGE	
Insuring Agreement	Other Insurance
Exclusions	Arbitration
Limit of Liability	Additional Duties
PART D - COVERAGE FOR DAMAGE TO YOUR AUTO	11
Insuring Agreement	Loss Payable Clause
Transportation Expenses	Towing and Labor Costs
Exclusions	No Benefit to Bailee
Limit of Liability	Other Sources of Recovery
Payment of Loss	Appraisal

PART E - DUTIES AFTER AN ACCIDENT OR LOSS	14
General Duties	Additional Duties for Coverage
Additional Duties for Uninsured Motorists Coverage	For Damage To Your Auto
 PART F - GENERAL PROVISIONS	 15
Bankruptcy	Termination
Changes	Transfer of Your Interest in This Policy
Fraud	Two or More Auto Policies
Legal Action Against Us	Snowmobile Coverage
Our Right To Recover Payment	Named Non-Owner Coverage
Policy Period and Territory	MO Property & Cas. Ins. Guaranty Assoc.
Premium	Cov. Limitations

This is **not** inclusive. There may be other endorsements attached to your policy.
READ YOUR POLICY AND ALL ENDORSEMENTS TO YOUR POLICY CAREFULLY.

PERSONAL AUTO POLICY - MISSOURI

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

- A. Throughout this policy, **you** and **your** refer to:
1. The **named insured** shown in the Declarations; and
 2. The spouse if a resident of the same household.
- If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered **you** and **your** under this policy but only until the earlier of:
1. The end of 90 days following the spouse's change of residency;
 2. The effective date of another policy listing the spouse as a named insured; or
 3. The end of the policy period.
- B. **We, us** and **our** refer to the Company providing this insurance.
- C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in bold face when used.

- D. **"Bodily injury"** means bodily harm, sickness or disease, including death that results.
- E. **"Business"** includes trade, profession or occupation.
- F. **"Family member"** means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- G. **"Occupying"** means in, upon, getting in, on, out or off.
- H. **"Property damage"** means physical injury to, destruction of or loss of use of tangible property.
- I. **"Trailer"** means a vehicle designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

- J. **"Your covered auto"** means:
1. Any vehicle shown in the Declarations.
 2. A **newly acquired auto**.
 3. Any **trailer** you own.
 4. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (J.4.) does not apply to Coverage For Damage To Your Auto.

- K. **Newly acquired auto:**
1. **"Newly acquired auto"** means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
 2. Coverage for a **newly acquired auto** is provided as described below. If you ask us to insure a **newly acquired auto** after a specified time period described below has elapsed, any coverage we provide for a **newly acquired auto** will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a **newly acquired auto** will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a **newly acquired auto** which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner. If a **newly acquired auto** replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
- b. Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, an Other Than Collision deductible of \$500 will apply.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.
- B. "**Insured**" as used in this Part means:
 - 1. You for the ownership, maintenance or use of any auto or **trailer**.
 - 2. Any **family member**:
 - a. Who does not own an auto, for the maintenance or use of any auto or **trailer**.
 - b. Who owns an auto, but only for the use of **your covered auto**.
 - 3. Any person using **your covered auto**.
 - 4. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 - 5. For any auto or **trailer**, other than **your covered auto**, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This Provision (5.) applies only if the person or organization does not own or hire the auto or **trailer**.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an **insured**: Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy.

- 1. 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 \$200 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.

6. Prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

EXCLUSIONS

- A. We do not provide Liability Coverage for any **insured**:
1. Who intentionally causes **bodily injury** or **property damage**.
 2. For **property damage** to property owned or being transported by that **insured**.
 3. For **property damage** to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;that **insured**.
This Exclusion (A.3.) does not apply to **property damage** to:
 - a. A residence or private garage; or
 - b. Any motor vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the **business** of selling, repairing, or servicing motor vehicles while such vehicle is being used by any **insured**:
 - (1) For demonstration purposes; or
 - (2) As a temporary substitute for any vehicle you own which is out of normal use because of its breakdown, repair or servicing.
 4. For **bodily injury** to an employee of that **insured** during the course of employment. This Exclusion (A.4.) does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.
 6. While employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of **your covered auto** by:
 - a. You;
 - b. Any **family member**; or
 - c. Any partner, agent or employee of you or any **family member**.
 7. Maintaining or using any vehicle while that **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) not described in Exclusion A.6.
This Exclusion (A.7.) does not apply to the maintenance or use of a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. **Trailer** used with a vehicle described in a. or b. above.
 8. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (A.8.) does not apply to a **family member** using **your covered auto** which is owned by you.
 9. For **bodily injury** or **property damage** for which that **insured**:
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.A nuclear energy liability policy is a policy issued by any of the following or their successors:
 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
 10. For **bodily injury** to you or any **family member** to the extent that the limits of liability for this coverage exceed the limits of liability required by the Missouri Financial Responsibility Law.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any vehicle which:
 - a. Has fewer than four wheels; or

- b. Is designed mainly for use off public roads.
This Exclusion (B.1.) does not apply:
 - a. While such vehicle is being used by an **insured** in a medical emergency;
 - b. To any **trailer**; or
 - c. To any non-owned golf cart.
- 2. Any vehicle, other than **your covered auto**, which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
- 3. Any vehicle, other than **your covered auto**, which is:
 - a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.However, this Exclusion (B.3.) does not apply to you while you are maintaining or **occupying** any vehicle which is:
 - a. Owned by a **family member**; or
 - b. Furnished or available for the regular use of a **family member**.
- 4. Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one 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 one auto accident. The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all **property damage** resulting from any one auto accident. This is the most we will pay regardless of the number of:
 - 1. **Insureds**;
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the auto accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part **B** or Part **C** of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

- 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, 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 vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent 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. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance unless such vehicle is loaned to you with or without consideration, by a person, firm or corporation engaged in the **business** of selling, repairing, or servicing motor vehicles and such vehicle is used by any **insured**:

- (1) For demonstration purposes; or
- (2) As a temporary substitute for any vehicle you own which is out of normal use because of its breakdown, repair or servicing.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

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

1. Caused by accident; and
2. Sustained by an **insured**.

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

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

1. You or any **family member**:
 - a. While **occupying**; or
 - b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while **occupying your covered auto**.

EXCLUSIONS

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

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while **occupying** any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
5. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.However, this Exclusion (6.) does not apply to you.
7. Sustained while **occupying** a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (7.) does not apply to a **family member** using **your covered auto** which is owned by you.
8. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**. This Exclusion (8.) does not apply to **bodily injury** sustained while **occupying** a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or
 - c. **Trailer** used with a vehicle described in a. or b. above.
9. Caused 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.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Sustained while **occupying** any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
1. **Insureds;**
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments 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 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.

PART C - UNINSURED/UNDERINSURED MOTORISTS COVERAGE

SECTION I - UNINSURED MOTORISTS COVERAGE

**This Section Applies Only If Uninsured Motorists Coverage
Is Indicated On The Declarations Page**

INSURING AGREEMENT

- A. We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:
1. Sustained by an **insured**; and
 2. Caused by an accident.
- The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.
- Any judgment for damages arising out of a suit brought without our written consent is not binding on us.
- B. "**Insured**" as used in this Part means:
1. You.
 2. Any **family member** who does not own an auto.
 3. Any **family member** who owns an auto, but only while **occupying your covered auto**.
 4. Any other person **occupying your covered auto**.
 5. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1., 2., 3. or 4. above.
- C. "**Uninsured motor vehicle**" means a land motor vehicle or trailer of any type:
1. To which no bodily injury liability bond or policy applies at the time of the accident.
 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which **your covered auto** is principally garaged.
 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in **bodily injury** without hitting:
 - a. You or any **family member**;
 - b. A vehicle which you or any **family member** are **occupying**; or
 - c. **Your covered auto**.If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved. We may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.
 4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.However, **uninsured motor vehicle** does not include any vehicle or equipment:
 1. Owned by or furnished or available for the regular use of you or any **family member**.
 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
 3. Operated on rails or crawler treads.

4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for **bodily injury** sustained by a **family member** who does not own an auto, while **occupying**, or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any **insured**:
 1. If that **insured** or the legal representative settles the **bodily injury** claim without our consent. However, this Exclusion (B.1.) does not apply if such settlement does not prejudice our right to recover payment.
 2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (B.3.) does not apply to a **family member** using **your covered auto** which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. If **bodily injury** is sustained in an accident by you or any **family member**:
 1. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any such accident is the sum of the limits of liability shown in the Declarations for each person for Uninsured Motorists Coverage.
 2. Subject to the maximum limit for each person described in A.1. above, our maximum limit of liability for all damages arising out of **bodily injury** resulting from any one accident is the sum of the limits of liability shown in the Declarations for each accident for Uninsured Motorists Coverage.
 3. Subject to the maximum limits of liability set forth in 1. and 2. above:
 - a. The most we will pay for **bodily injury** sustained in such accident by an **insured** other than you or any **family member** is that **insured's** pro-rata share of the each person or each accident limit of liability shown in the Declarations applicable to the vehicle that **insured** was **occupying** at the time of the accident; and
 - b. You or any **family member** who sustains **bodily injury** in such accident will also be entitled to a pro rata share of the each person or each accident limit described in Paragraph 3.a. above.

A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all **insureds**.

The maximum limit of liability is the most we will pay regardless of the number of:

1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. If **bodily injury** is sustained by any **insured** other than you or any **family member** in an accident in which neither you nor any **family member** sustained **bodily injury**:
 1. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage applicable to the **your covered auto** the **insured** was **occupying** at the time of the accident is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any such accident.
 2. Subject to this maximum limit for each person described in B.1. above, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage applicable to the **your covered auto** the **insured** was **occupying** at the time of the accident is our maximum limit of liability for all damages for **bodily injury** resulting from any such accident.

This is the most we will pay regardless of the number of:

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

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A** but does not include any amounts paid or payable under:
1. Part **B**; or
 2. Any workers' compensation law, disability benefits law or similar law.

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided under this Part of the policy, 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 insurance, similar to the insurance provided under this Part of the policy.

ARBITRATION

- A. If we and an **insured** do not agree:
1. Whether that **insured** is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that **insured**;
- from the owner or operator of an **uninsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
1. Whether the **insured** is legally entitled to recover damages; and
 2. The amount of damages. This applies only the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which **your covered auto** is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

The **Two Or More Auto Policies Provision** in Part **F** is replaced by the following:

TWO OR MORE AUTO POLICIES

1. This provision does not apply to Uninsured Motorist Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

SECTION II - UNDERINSURED MOTORISTS COVERAGE

**This Section Applies Only If Underinsured Motorists Coverage
Is Indicated On The Declarations Page**

INSURING AGREEMENT

- A. We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**:
1. Sustained by an **insured**; and
 2. Caused by an accident.
- The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **underinsured motor vehicle**.
- We will pay under this coverage only if 1. or 2. below applies:
1. The limits of liability under any bodily injury liability bonds or policies applicable to the **underinsured motor vehicle** have been exhausted by payment of judgments or settlements; or
 2. A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle** and we:

- a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
- B. **"Insured"** as used in this Part means:
- 1. You or any **family member**.
 - 2. Any other person **occupying your covered auto**.
 - 3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1. or 2. above.
- C. **"Underinsured motor vehicle"** means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the limit of liability for this coverage.
- However, **underinsured motor vehicle** does not include any vehicle or equipment:
- 1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which **your covered auto** is principally garaged.
 - 2. Owned by or furnished or available for the regular use of you or any **family member**.
 - 3. Owned by any governmental unit or agency.
 - 4. Operated on rails or crawler treads.
 - 5. Designed mainly for use off public roads while not upon public roads.
 - 6. While located for use as a residence or premises.
 - 7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
 - 8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for **bodily injury** sustained:
- 1. By an **insured** while **occupying**, or when struck by, any motor vehicle owned by that **insured** which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - 2. By any **family member** while **occupying** or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Underinsured Motorists Coverage for **bodily injury** sustained by any **insured**:
- 1. While **occupying your covered auto** when it is being used as a public or livery conveyance. This Exclusion (B.1.) does not apply to a share-the-expense car pool.
 - 2. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (B.2.) does not apply to a **family member** using **your covered auto** which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
- 1. Workers' compensation law; or
 - 2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident.
- This is the most we will pay regardless of the number of:
- 1. **Insureds**;
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident.
- B. The limit of liability shall be reduced by all sums paid because of the **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of this policy.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this Part:

- 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- 2. Any insurance we provide with respect to vehicle you do not own shall be excess over any collectible insurance providing such coverage on a primary basis.
- 3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an **insured** do not agree:
 - 1. Whether that **insured** is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that **insured**;from the owner or operator of an **underinsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - 1. Whether the **insured** is legally entitled to recover damages; and
 - 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which **your covered auto** is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

ADDITIONAL DUTIES

A person seeking coverage under this Part must also promptly:

- 1. Send us copies of the legal papers if a suit is brought; and
- 2. Notify us in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow us 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **underinsured motor vehicle**.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one **your covered auto** or **non-owned auto** results from the same **collision**, only the highest applicable deductible will apply. We will pay for loss to **your covered auto** caused by:

1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any **your covered auto** shown in the Declarations.

B. "**Collision**" means the upset of **your covered auto** or a **non-owned auto** or their impact with another vehicle or object.

Loss caused by the following is considered other than **collision**:

- | | |
|---------------------------------|-------------------------------------|
| 1. Missiles or falling objects; | 6. Hail, water or flood; |
| 2. Fire; | 7. Malicious mischief or vandalism; |
| 3. Theft or larceny; | 8. Riot or civil commotion; |
| 4. Explosion or earthquake; | 9. Contact with bird or animal; or |
| 5. Windstorm; | 10. Breakage of glass. |

If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

C. "**Non-owned auto**" means:

1. Any private passenger auto, pickup, van or **trailer** not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

However, **non-owned auto** does not include any vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the **business** of selling, repairing, or servicing motor vehicles while such vehicle is being used by any **insured**:

- (1) For demonstration purposes; or
- (2) As a temporary substitute for a vehicle you own which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair; or
 - c. Servicing.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to **your covered auto**. We will pay for such expenses if the loss is caused by:
 - a. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:
 - a. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for any **your covered auto**.
 - b. **Collision** only if the Declarations indicate that Collision Coverage is provided for any **your covered auto**.

However, the most we will pay for any expenses for loss of use is \$20 per day.

B. If the loss is caused by:

1. A total theft of **your covered auto** or a **non-owned auto**, we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and

8. Loss to:
 - a. A **trailer**, camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such **trailer**, camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a **trailer**, camper body, or motor home.

This Exclusion (8.) does not apply to a:

 - a. **Trailer**, and its facilities or equipment, which you do not own; or
 - b. **Trailer**, camper body, or the facilities or equipment in or attached to the **trailer** or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.
9. Loss to any **non-owned auto** when used by you or any **family member** without a reasonable belief that you or that **family member** are entitled to do so.
10. Loss to equipment designed or used for the detection or location of radar or laser.
11. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
 - a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals graphics.

This Exclusion (11.) does not apply to a cap, cover or bedliner in or upon any **your covered auto** which is a pickup.
12. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.
13. Loss to **your covered auto** or any **non-owned auto**, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;

any prearranged or organized racing or speed contest.
14. Loss to, or loss of use of, a **non-owned auto** rented by:
 - a. You; or
 - b. Any **family member**;

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that **family member**, pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 1. Actual cash value of the stolen or damaged property; or
 2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

 1. Any **non-owned auto** which is a trailer is \$500.
 2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

TOWING AND LABOR COSTS COVERAGE

We will pay towing and labor costs incurred each time **your covered auto** or any **non-owned auto** is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a **non-owned auto** is disabled, we will provide the broadest towing and labor costs coverage applicable to any **your covered auto** shown in the Declarations. We will only pay for labor performed at the place of disablement.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, 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 **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the **non-owned auto**;
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

A. If we and you do not agree on the amount of loss, then an appraisal of the loss may be made. However, both parties must agree to the appraisal. 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 they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

A. 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.

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.

3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 5. Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage For Damage To Your Auto must also:
1. Take reasonable steps after loss to protect **your covered auto** or any **non-owned auto** and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any **insured** who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

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 Part A, no legal action may be brought against us until:
1. We agree in writing that the **insured** 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**.
-

OUR RIGHT TO RECOVER PAYMENT

- 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 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.
- However, our rights in this Paragraph (A.) do not apply under Part D against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.
- This paragraph (A.) does not apply to Part B.

- 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 shall:
1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

Our rights do not apply under Paragraph A. with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**, and
2. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

1. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

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:
1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada.

This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

PREMIUM

The premium stated in the Declarations is the initial premium for this policy. On each renewal, continuation or anniversary of the effective date of this policy the premium shall be computed by us in accordance with our manuals then in use.

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period 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 to the named insured shown in the Declarations at the address last known by us:
 - a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 30 days notice by United States Post Office certificate of mailing in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, in the event more than one person is a named insured shown in the Declarations and only one named person's driver's license has been suspended or revoked we:

- a. May not cancel this policy; but
- b. May issue an exclusion providing that coverage will not be afforded to that named person under the terms of this policy while that person is operating **your covered auto** during any period of suspension or revocation.

B. Nonrenewal

If we decide not to renew or continue this policy we will mail notice by United States Post Office certificate of mailing to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than 1 year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue 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.

If you obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

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 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; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

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

TWO OR MORE AUTO POLICIES

If this 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 any one policy.

UNDERINSURED MOTORISTS COVERAGE

If the Underinsured Motorists Coverage Endorsement is attached to this policy, the provisions of the Underinsured Motorists Coverage Endorsement apply except as follows:

- A. The first paragraph of the definition of **underinsured motor vehicle** is replaced by the following:
"**Underinsured motor vehicle**" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for **bodily injury** under that bond or policy to an **insured** is not enough to pay the full amount the **insured** is legally entitled to recover as damages.
- B. Paragraph B. of the **Limit Of Liability** Provision does not apply.

SNOWMOBILE COVERAGE

If the Snowmobile Endorsement is attached to this policy, the provisions of the Snowmobile Endorsement apply except as follows:

Paragraph D. of the **Definitions** Section is replaced by the following:

- D. The term **your covered auto** is replaced by the term **your covered snowmobile**. "**Your covered snowmobile**" means:
1. Any **snowmobile** shown in the Declarations.
 2. Any **snowmobile** on the date you become the owner. This provision applies only if you:
 - a. Acquire the **snowmobile** during the policy period; and
 - b. Ask us to insure it within 30 days after you become the owner.

3. Any **snowmobile** you do not own while used as a temporary substitute for any other **snowmobile** described in this definition which is out of normal use because of its:
- a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.
- This Provision (3.) does not apply to **Coverage For Damage To Your Auto**.

NAMED NON-OWNER COVERAGE

If the Named Non-Owner Coverage Endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage Endorsement apply except as follows:

Paragraph B. of the **Definitions** Section is replaced by the following:

B. The definition of **your covered auto** is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your **business** of maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- b. For 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

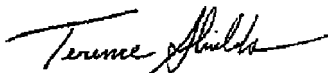
MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association) the Association will pay claims covered under the Act if we become insolvent.

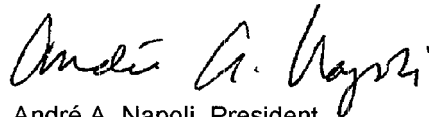
Payments made by the Association for covered claims will include only that amount of each claim which is in excess of \$100 and less than \$300,000. However, the Association will not pay an amount in excess of the applicable limit of liability of the policy from which a claim arises.

The claims covered by the Association are subject to the limitations of coverage provided by the Act. These limitations have no effect on the coverage we will provide under this policy.

The Company has caused this policy to be signed by its President and Secretary, but it shall not be binding unless countersigned on the Declarations Page by a duly authorized agent of the company.



Terence Shields, Secretary
The Hartford



André A. Napoli, President
The Hartford

(ISO: PP00010698; PP01630399; PP03030486; PP03050886; PP03110698; PP14070399)

Copyright, Insurance Services Office, Inc., 1997

The Hartford Exhibit B

Personal Auto

Insurance Policy

New Jersey



PERSONAL AUTO POLICY COVER SHEET - NEW JERSEY

Your personal auto insurance policy is a legal contract between you and your insurance company.

READ YOUR POLICY CAREFULLY. This cover sheet provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. **IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.**

The following is an index of the major provisions of your policy. Page numbers refer to the location of these provisions in the policy. Amendatory endorsements may be attached to your policy to modify these provisions or provide you with additional coverage(s).

INDEX OF MAJOR PROVISIONS OF THE POLICY

	Beginning On Page
AGREEMENT	1
DEFINITIONS	1
PART A - LIABILITY COVERAGE	2
Insuring Agreement	Out of State Coverage
Supplementary Payments	Financial Responsibility
Exclusions	Other Insurance
Limit of Liability	
PART B - MEDICAL PAYMENTS COVERAGE	5
Insuring Agreement	Limit of Liability
Exclusions	Other Insurance
PART C - UNINSURED MOTORISTS COVERAGE	6
Insuring Agreement	Other Insurance
Exclusions	Arbitration
Limit of Liability	Additional Duties
PART D - COVERAGE FOR DAMAGE TO YOUR AUTO	10
Insuring Agreement	Towing and Labor Costs
Transportation Expenses	No Benefit to Bailee
Exclusions	Other Insurance
Limit of Liability	Appraisal
Payment of Loss	Mandatory Inspection
Loss Payable Clause	
PART E - DUTIES AFTER AN ACCIDENT OR LOSS	14
General Duties	Additional Duties for Coverage
Additional Duties for Uninsured Motorists Coverage	For Damage To Your Auto
PART F - GENERAL PROVISIONS	15
Bankruptcy	Policy Period and Territory
Changes	Premium
Fraud	Termination
Legal Action Against Us	Transfer of Your Interest in This Policy
Our Right To Recover Payment	Two or More Auto Policies

This is **not** inclusive. There may be other endorsements attached to your policy.
READ YOUR POLICY AND ALL ENDORSEMENTS TO YOUR POLICY CAREFULLY.

PERSONAL AUTO POLICY - NEW JERSEY

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

- A. Throughout this policy, **you** and **your** refer to:
1. The **named insured** shown in the Declarations; and
 2. The spouse if a resident of the same household.
- If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered **you** and **your** under this policy but only until the earlier of:
1. The end of 90 days following the spouse's change of residency;
 2. The effective date of another policy listing the spouse as a named insured; or
 3. The end of the policy period.
- B. **We, us** and **our** refer to the Company providing this insurance.
- C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- D. **"Bodily injury"** means bodily harm, sickness or disease, including death that results.
- E. **"Business"** includes trade, profession or occupation.
- F. **"Family member"** means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- G. **"Occupying"** means in, upon, getting in, on, out or off.
- H. **"Property damage"** means physical injury to, destruction of or loss of use of tangible property.
- I. **"Trailer"** means a vehicle designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

- J. **"Your covered auto"** means:
1. Any vehicle shown in the Declarations.
 2. Any of the following types of vehicles on the date you become the owner:
 - a. A private passenger auto; or
 - b. A pickup or van.

This Provision (2.) applies only if:

 - a. You acquire the vehicle during the policy period;
 - b. You ask us to insure it within 30 days after you become the owner; and
 - c. With respect to a pickup or van, no other insurance policy provides coverage for that vehicle.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days only if:

 - a. You wish to add or continue Coverage For Damage To Your Auto; or
 - b. It is a pickup or van used in any business other than farming or ranching.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.
 3. Any **trailer** you own.
 4. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (J.4.) does not apply to Coverage For Damage To Your Auto.

K. Newly acquired auto:

1. **"Newly acquired auto"** means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage.
2. Coverage for a **newly acquired auto** is provided as described below. If you ask us to insure a **newly acquired auto** after a specified time period described below has elapsed, any coverage we provide for a **newly acquired auto** will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a **newly acquired auto** will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a **newly acquired auto** which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner. If a **newly acquired auto** replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
 - b. Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, a Collision deductible of \$500 will apply.
 - c. Other Than Collision Coverage for a **newly acquired auto** begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the **newly acquired auto** will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the **newly acquired auto**, an Other Than Collision deductible of \$500 will apply.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.
- B. **"Insured"** as used in this Part means:
 1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
 2. Any person using **your covered auto**.
 3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 4. For any auto or **trailer** other than **your covered auto** any other person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or **trailer**.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an **insured**:

1. Up to \$250 for the cost of bail bonds required because of an 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 \$200 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. We do not provide Liability Coverage for any **insured**:
1. Who intentionally causes **bodily injury** or **property damage**.
 2. For **property damage** to property owned or being transported by that **insured**.
 3. For **property damage** to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;
 that **insured**.
 This Exclusion (A.3.) does not apply to **property damage** to a residence or private garage.
 4. For **bodily injury** to an employee of that **insured** during the course of employment. This Exclusion (A.4.) does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.
 6. While employed or otherwise engaged in the **business** of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of **your covered auto** by:
 - a. You;
 - b. Any **family member**; or
 - c. Any partner, agent or employee of you or any **family member**.
 7. Maintaining or using any vehicle while that **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) not described in Exclusion A.6.
 This Exclusion (A.7.) does not apply to the maintenance or use of a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. **Trailer** used with a vehicle described in a. or b. above.
 8. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (A.8.) does not apply to a **family member** using **your covered auto** which is owned by you.
 9. For **bodily injury** or **property damage** for which that **insured**:
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
 A nuclear energy liability policy is a policy issued by any of the following or their successors:
 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.
 This Exclusion (B.1.) does not apply:
 - a. While such vehicle is being used by an **insured** in a medical emergency;

- b. To any **trailer**; or
- c. To any non-owned golf cart.
- 2. Any vehicle, other than **your covered auto**, which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
- 3. Any vehicle, other than **your covered auto**, which is:
 - a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.However, this Exclusion (B.3.) does not apply to you while you are maintaining or **occupying** any vehicle which is:
 - a. Owned by a **family member**; or
 - b. Furnished or available for the regular use of a **family member**.
- 4. Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one 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 one auto accident. The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all **property damage** resulting from any one auto accident. This is the most we will pay regardless of the number of:
 - 1. **Insureds**;
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the auto accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part **B** or Part **C** of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

- 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, 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 vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent 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. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury**:
1. Caused by accident; and
 2. Sustained by an **insured**.
- We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.
- B. "**Insured**" as used in this Part means:
1. You or any **family member**:
 - a. While **occupying**; or
 - b. As a pedestrian when struck by;
 - a motor vehicle designed for use mainly on public roads or a trailer of any type.
 2. Any other person while **occupying your covered auto**.

EXCLUSIONS

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

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while **occupying** any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
5. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**.

However, this Exclusion (6.) does not apply to you.
7. Sustained while **occupying** a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (7.) does not apply to a **family member** using **your covered auto** which is owned by you.
8. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**. This Exclusion (8.) does not apply to **bodily injury** sustained while **occupying** a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or
 - c. **Trailer** used with a vehicle described in a. or b. above.
9. Caused 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.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Sustained while **occupying** any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;
 - any prearranged or organized racing or speed contest.

12. Sustained while **occupying** a vehicle insured for personal injury protection coverage.
13. Sustained while a pedestrian, and:
 - a. Caused by a vehicle insured for personal injury protection coverage; or
 - b. As a result of being struck by an object propelled by or from a vehicle insured for personal injury protection coverage.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part **A** or Part **C** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments 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 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.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of:
 1. **Bodily injury** sustained by an **insured**; and caused by an accident; and
 2. **Property damage** caused by an accident except under Paragraph 2. of the definition of **uninsured motor vehicle**.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle** or **underinsured motor vehicle** .

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.
 - B. "**Insured**" as used in this Part means:
 1. You or any **family member**.
 2. Any other person **occupying your covered auto**.
 3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1. or 2. above.
- "**Property damage**" as used in this Part means injury to or destruction of:
1. **Your covered auto**.
 2. Any property owned by a person listed in 1. or 2. of **insured** while contained in **your covered auto**.
- "**Underinsured motor vehicle**" means the following:
1. With respect to an **insured** who:
 - a. Is not the named insured under this policy; and
 - b. Is a named insured under one or more other policies providing similar coverage;

underinsured motor vehicle means a land motor vehicle or **trailer** of any type to which a liability bond or policy applies at the time of the accident but its limit for liability is less than the highest applicable limit of liability under any insurance providing coverage to that **insured** as a named insured.
 2. With respect to an **insured** who:
 - a. Is not the named insured under this policy or any other policy; and
 - b. Is insured as a spouse or family member under one or more other policies providing similar coverage;

underinsured motor vehicle means a land motor vehicle or **trailer** of any type to which a liability bond or policy applies at the time of the accident but its limit for liability is less than the highest applicable limit of liability under any insurance providing coverage to that insured as a spouse or family member.

3. With respect to any other **insured** not described in Paragraphs 1. or 2. above **underinsured motor vehicle** means a land motor vehicle or **trailer** of any type to which a liability bond or policy applies at the time of the accident but its limit for liability is less than the limit of liability for this coverage.

However, **underinsured motor vehicle** does not include:

1. An uninsured motor vehicle.
2. Any vehicle or equipment owned or operated by a self-insurer under any applicable motor vehicle law.

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

1. To which no liability bond or policy applies at the time of the accident.
2. Which, with respect to damages for bodily injury only, is a hit-and run vehicle whose operator or owner cannot be identified and which hits, or causes an accident resulting in bodily injury without hitting:
 - a. You or any **family member**;
 - b. A vehicle which you or any **family member** are occupying; or
 - c. **Your covered auto**.
3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - d. Denies coverage; or
 - e. Is or becomes insolvent

However, **uninsured motor vehicle** does not include:

1. An **underinsured motor vehicle**.
2. Any vehicle or equipment:
 - a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent; or
 - b. Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation.

Neither **uninsured motor vehicle** nor **underinsured motor vehicle** includes any vehicle or equipment.

1. Owned by or furnished or available for the regular use of you or any **family member**.
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide coverage under this Part for **property damage** or **bodily injury** sustained by any **insured**:

1. Who is an owner of a motor vehicle:
 - a. Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation; or
 - b. Required to be insured in accordance with New Jersey law or regulation, but not insured for this coverage or any similar coverage.

This includes a trailer of any type used with a vehicle described in **a.** and **b.** above.

However, this Exclusion (**A.1.**) does not apply to you unless you are **occupying**, at the time of the accident, a motor vehicle described in **a.** and **b.** above.

2. If that **insured** or the legal representative settles any bodily injury or property damage claim with the owner or operator of an **uninsured motor vehicle** without our written consent.
3. For damages for pain, suffering and inconvenience resulting from **bodily injury** caused by an accident involving an **uninsured motor vehicle**, unless the injured **insured** has a legal right to recover damages for pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act. The injured **insured's** legal right to recover damages for pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act will be determined by the liability tort limitation, if any, applicable to that **insured**.

4. When **your covered auto** is being used as a public or livery conveyance. This Exclusion (**A.4.**) does not apply to a share-the-expense car pool.
 5. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (**A.5.**) does not apply to a **family member** using **your covered auto** which is owned by you.
 6. For the first \$500 of the amount of **property damage** to the property of each **insured** as the result of any one accident.
- B.** This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.
- C.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. The limit of Bodily Injury Liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one accident. Subject to this limit for each person, the limit of Bodily Injury Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident.

The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all **property damage** resulting from any one accident.

However, subject to our maximum limit of liability for this coverage:

1. If:
 - a. An **insured** is not the named insured under this policy;
 - b. That **insured** is a named insured under one or more other policies providing similar coverage; and
 - c. All such other policies have a limit of liability for similar coverage which is less than the limit of liability for this coverage;

then our maximum limit of liability for that **insured**, for all damages resulting from any one accident, shall not exceed the highest applicable limit of liability under any insurance providing coverage to that **insured** as a named insured.

2. If:
 - a. An **insured** is not the named insured under this policy or any other policy;
 - b. That **insured** is insured as a spouse or family member under one or more other policies providing similar coverage; and
 - c. All such other policies have a limit of liability for similar coverage which is less than the limit of liability for this coverage;

then our maximum limit of liability for that insured, for all damages resulting from any one accident, shall not exceed the highest applicable limit of liability under any insurance providing coverage to that **insured** as a spouse or family member.

This is the most we will pay regardless of the number of:

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

B. With respect to an accident with an underinsured motor vehicle, the limit of liability shall be reduced by all sums:

1. Paid because of the **bodily injury** or **property damage** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A** of this policy; and
2. Paid because of the **property damage** under Part **D** of this policy or any similar coverage under any other policy.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - 1. Part **A** or Part **B** of this policy; or
 - 2. Any Personal Injury Protection Coverage provided by this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. No payment will be made under this coverage for loss paid or payable under Part **D** of this policy.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

- 1. Any recovery for damages for **bodily injury** or **property damage** under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
However:
 - a. If an **insured** is:
 - (1) A named insured under one or more policies providing similar coverage; and
 - (2) Not occupying a vehicle owned by that **insured**;then any recovery for damages for **bodily injury** or **property damage** for that **insured** may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage to that **insured** as a named insured.
 - b. If an **insured** is:
 - (1) Not a named insured under this policy or any other policy; and
 - (2) Insured as a spouse or family member under one or more policies providing similar coverage;then any recovery for damages for **bodily injury** or **property damage** for that **insured** may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage to that **insured** as a spouse or family member.
- 2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing such coverage on a primary basis.
- 3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and an **insured** do not agree:
 - 1. Whether that **insured** is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that **insured**;from the owner or operator of an **uninsured motor vehicle** or an **underinsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.
Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether the **insured** is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which **your covered auto** is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

ADDITIONAL DUTIES

A person seeking coverage under this Part must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow us 30 days to advance payment to that **insured** equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **underinsured motor vehicle**.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one **your covered auto** or **non-owned auto** results from the same **collision**, only the highest applicable deductible will apply. We will pay for loss to **your covered auto** caused by:

1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any **your covered auto** shown in the Declarations.

B. "**Collision**" means the upset of **your covered auto** or a **non-owned auto** or their impact with another vehicle or object.

Loss caused by the following is considered other than **collision**:

- | | |
|---------------------------------|-------------------------------------|
| 1. Missiles or falling objects; | 6. Hail, water or flood; |
| 2. Fire; | 7. Malicious mischief or vandalism; |
| 3. Theft or larceny; | 8. Riot or civil commotion; |
| 4. Explosion or earthquake; | 9. Contact with bird or animal; or |
| 5. Windstorm; | 10. Breakage of glass. |

If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

C. "**Non-owned auto**" means:

1. Any private passenger auto, pickup, van or **trailer** not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member**; or
2. Any auto or **trailer** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to **your covered auto**. We will pay for such expenses if the loss is caused by:
 - a. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

2. Expenses for which you become legally responsible in the event of loss to a **non-owned auto**. We will pay for such expenses if the loss is caused by:
 - a. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for any **your covered auto**.
 - b. **Collision** only if the Declarations indicate that Collision Coverage is provided for any **your covered auto**.However, the most we will pay for any expenses for loss of use is \$20 per day.
- B. If the loss is caused by:
 1. A total theft of **your covered auto** or a **non-owned auto**, we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when **your covered auto** or the **non-owned auto** is returned to use or we pay for its loss.
 2. Other than theft of a **your covered auto** or a **non-owned auto**, we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.
- C. Our payment will be limited to that period of time reasonably required to repair or replace the **your covered auto** or the **non-owned auto**.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.This Exclusion (2.) does not apply if the damage results from the total theft of **your covered auto** or any **non-owned auto**.
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks; or
 - c. Compact disc players.This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:
 - a. The equipment is permanently installed in **your covered auto** or any **non-owned auto**; or
 - b. The equipment is:
 - (1) Removable from a housing unit which is permanently installed in the auto;
 - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (3) In or upon **your covered auto** or any **non-owned auto** at the time of loss.
5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:
 - a. Citizens band radios;
 - b. Telephones;
 - c. Two-way mobile radios;

- d. Scanning monitor receivers;
 - e. Television monitor receivers;
 - f. Video cassette recorders;
 - g. Audio cassette recorders; or
 - h. Personal computers.
- This Exclusion (5.) does not apply to:
- a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
 - b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone.
6. Loss to tapes, records, discs or other media used with equipment described in Exclusions 4. and 5.
7. Loss to:
- a. A **trailer**, camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such **trailer**, camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a **trailer**, camper body, or motor home.
- This Exclusion (7.) does not apply to a:
- a. **Trailer**, and its facilities or equipment, which you do not own; or
 - b. **Trailer**, camper body, or the facilities or equipment in or attached to the **trailer** or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 14 days after you become the owner.
8. Loss to any **non-owned auto** when used by you or any **family member** without a reasonable belief that you or that **family member** are entitled to do so.
9. Loss to equipment designed or used for the detection or location of radar or laser.
10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
- a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.
- This Exclusion (10.) does not apply to a cap, cover or bedliner in or upon any **your covered auto** which is a pickup.
11. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business** of:
- a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
- vehicles designed for use on public highways. This includes road testing and delivery.
12. Loss to **your covered auto** or any **non-owned auto**, located inside a facility designed for racing, for the purpose of:
- a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing or speed contest.
13. Loss to, or loss of use of, a **non-owned auto** rented by:
- a. You; or
 - b. Any **family member**;
- if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that **family member**, pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
1. Actual cash value of the stolen or damaged property; or
 2. Amount necessary to repair or replace the property with other property of like kind and quality.
- However, the most we will pay for loss to:
1. Any **non-owned auto** which is a trailer is \$500.
 2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

If we pay the amount necessary to repair the stolen or damaged property, you have the option to use either:

1. An auto repair facility that we have an arrangement with; or
2. An auto repair facility of your choice;

in any repairs to the auto.

If you choose to use an auto repair facility, other than an auto repair facility that we have an arrangement with, we will pay you in accordance with the terms and conditions, including price, provided by the auto repair facility that we have an arrangement with.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

TOWING AND LABOR COSTS COVERAGE

We will pay towing and labor costs incurred each time **your covered auto** or any **non-owned auto** is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a **non-owned auto** is disabled, we will provide the broadest towing and labor costs coverage applicable to any **your covered auto** shown in the Declarations. We will only pay for labor performed at the place of disablement.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER INSURANCE

If other insurance also covers the loss 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 **non-owned auto** shall be excess over any other collectible insurance.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. 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 they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

MANDATORY INSPECTION

1. We have the right to inspect any:
 - a. Private passenger auto; or
 - b. Pickup or van;which you insure or intend to insure for Coverage for Damage to Your Auto under this policy.
2. We do not provide Coverage for Damage To Your Auto for any additional or replacement vehicle you acquire during the policy period until after you:
 - a. Notify us; and
 - b. Request coverage for that vehicle.However, this Provision (2.) does not apply to a replacement vehicle for the 3 day period beginning on the date you acquire the replacement vehicle if:
 - a. You acquire the vehicle during the policy period; and
 - b. We provided Coverage for Damage to Your Auto on the vehicle you replaced for at least 12 months prior to the date of replacement.For each of the following which falls within the 3 day period, we will extend the period for 1 day:
 - a. Saturday;
 - b. Sunday; or
 - c. New Jersey State holiday.
3. When we require an inspection you must:
 - a. Cooperate; and
 - b. Make the vehicle available for inspection.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. 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.
- B. A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 5. Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
 1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage For Damage To Your Auto must also:
 1. Take reasonable steps after loss to protect **your covered auto** or any **non-owned auto** and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve us of any obligations under this policy.

CHANGES

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible or limits.
- If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
- C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any **insured** who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

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 Part **A.**, no legal action may be brought against us until:
1. We agree in writing that the **insured** 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**.

OUR RIGHT TO RECOVER PAYMENT

- 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 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.
- However, our rights in this Paragraph (**A.**) do not apply under Part **D.**, against any person using **your covered auto** with a reasonable belief that that 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 shall:
1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.
- C.** Our rights do not apply under Paragraph **A.** with respect to damages caused by an accident with an **underinsured motor vehicle** if we:
1. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and
 2. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

1. That payment will be separate from any amount the insured is entitled to recover under the provisions of Uninsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

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:
1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada.
- This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

PREMIUM

The premium stated in the Declarations is the initial premium for this policy. On each renewal, continuation or anniversary of the effective date of this policy the premium shall be computed by us in accordance with our manuals then in use.

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period 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 by certified mail or United States Post Office certificate of mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 15 days but not more than 30 days notice if cancellation is for nonpayment of premium; or
 - c. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses **your covered auto**;
has been suspended or revoked for one or more convictions for serious motor vehicle violations as set forth in N.J.A.C. 11:3-35. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

B. Nonrenewal

If we decide not to renew or continue this policy, and

1. One or more motor vehicles insured under this policy is subject to the New Jersey Automobile Reparation Reform Act, we will mail notice by certified mail or United States Post Office certificate of mailing to the named insured shown in the Declarations at the address shown in this policy. Notice will:
 - a. Be mailed not less than 60 and not more than 90 days before the end of the policy period; and

- b. Include:
 - (1) The specific reason for the nonrenewal; and
 - (2) Any other information required by New Jersey law or regulation.

We will only nonrenew or refuse to continue this policy if:

- a. You are no longer an eligible person for this policy as defined in N.J.A.C. 11:3-34;
- b. You are no longer eligible for this policy according to our underwriting rules as approved by the New Jersey Department of Banking and Insurance;
- c. You provided false or misleading information in connection with any application for insurance, renewal of insurance or claim for benefits under this policy; or
- d. In the five years immediately preceding notice of nonrenewal, you or any driver insured under this policy had at least two of the following in any combination:
 - (1) An at-fault accident;
 - (2) A moving violation for which four or more automobile insurance eligibility points were assessed; or
 - (3) A failure to maintain, without lapse, coverage mandated by the New Jersey Automobile Reparation Reform Act.

Our rights under this Provision (1.) are subject to the limitations contained in N.J.A.C. 11:3-8 and N.J.A.C. 11:3-34.

- 2. If we decide not to renew or continue this policy and no motor vehicle insured under this policy is subject to the New Jersey Automobile Reparation Reform Act, we will mail notice by certified mail or United States Post Office certificate of mailing to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 60 days before the end of the policy period.
- 3. Subject to these notice requirements, if the policy period is:
 - a. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
 - b. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
 - c. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue 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.

If you obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

- 1. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
- 2. The effective date of cancellation stated in the notice shall become the end of the policy period.

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 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; and
 - 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.
- B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this 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 any one policy.

The Company has caused this policy to be signed by its President and Secretary, but it shall not be binding unless countersigned on the Declarations Page by a duly authorized agent of the company.

(ISO: PP00010698; PP03030486; PP03050886)

Copyright, Insurance Services Office, Inc., 1998

Vehicle Valuation Report

Prepared For



mitchell

Claim Information

Claim Number	Policy Number	Loss Type	Owner	
PA0017753176-01	55PHT918905	COLLISION	ROY & CAROLE SCHOENHOLTZ 22 LONG BRANCH CT SAINT PETERS, MO 63376 (636) 928-3063	
Loss Date	Reported Date	Valuation Report Date	Valuation Report ID	Version Number
02/02/2018	02/02/2018	02/06/2018	11052532	1

Vehicle Information

Year	Make	Model	Location	Mileage
2015	Ford	Mustang GT Premium 2 Door Convertible 5.0L 8 Cyl Gas A RWD	MO 63376	13,343 miles
Ext Color	License	VIN	Title History	
		1FATP8FF1F5350337	No	

Valuation Summary

Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	\$29,259.06
Condition	\$0.00
Prior Damage	\$0.00
Aftermarket Parts	\$0.00
Refurbishment	\$0.00

Market Value =	\$29,259.06
----------------	-------------

Settlement Value:
\$29,259.06

Settlement Adjustments

Adjustments specific to your policy

Settlement Value =	\$29,259.06
--------------------	-------------

Loss Vehicle Detail

Loss vehicle: 2015 Ford Mustang | GT Premium 2 Door Convertible | 5.0L 8 Cyl Gas A RWD

Standard Equipment

Exterior

Black grille	Black Side Windows Trim
Body-colored door handles	Body-colored front bumper
Body-Colored Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator	Body-Colored Rear Bumper
Clearcoat paint	Fixed Rear Window w/Defroster
Front fog lamps	Fully Automatic Projector Beam High Intensity Low/High Beam Headlamps w/Delay-Off
Galvanized Steel/Aluminum Panels	LED brakelights
Light tinted glass	Lip spoiler
Perimeter/Approach Lights	Power Convertible Top w/Lining and Glass Rear Window
Spare Tire Inflator	Speed sensitive variable intermittent wipers
Tires: 18"	Trunk Rear Cargo Access
Wheels w/Locks	Wheels: 18" x 8" Magnetic Painted/Machined -inc: Aluminum

Interior

2 12V DC Power Outlets	2 Seatback Storage Pockets
4 Person Seating Capacity	6-Way Power Driver Seat -inc: Power Height Adjustment, Fore/Aft Movement, Cushion Tilt, Manual Recline, Power 2-Way Lumbar Support and Manual Rear Seat Easy Entry
6-Way Power Passenger Seat -inc: Power Height Adjustment, Fore/Aft Movement, Cushion Tilt, Manual Recline and Manual Rear Seat Easy Entry	Air filtration
Analog Display	Bench Front Facing Leather Rear Seat
Cargo Features -inc: Spare Tire Inflator	Cargo Space Lights
Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim	Compass
Cruise control w/steering wheel controls	Day-Night Auto-Dimming Rearview Mirror
Delayed Accessory Power	Digital Signal Processor
Driver And Passenger Door Bins	Driver And Passenger Heated-Cushion, Driver And Passenger Heated-Seatback and Ventilated Front Seats
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination	Driver foot rest
Dual Zone Front Automatic Air Conditioning	Fade-to-off interior lighting
Fixed antenna	FOB Controls -inc: Trunk/Hatch/Tailgate and Windows
Front center armrest	Front Cupholder
Front map lights	Full Carpet Floor Covering -inc: Carpet Front Floor Mats
Full cloth headliner	Full Floor Console w/Locking Storage and 2 12V DC Power Outlets
Garage Door Transmitter	Illuminated locking glove box
Interior Trim -inc: Aluminum Instrument Panel Insert, Chrome And Aluminum Interior Accents	Leather Bucket Front Seats w/Leatherette Back Material and Power 2-Way Driver Lumbar
Leather/Aluminum Gear Shift Knob	Leather/Aluminum Steering Wheel

Leatherette Door Trim Insert	Manual tilt/telescoping steering column
Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints	Outside temp gauge
Performance Speakers	Perimeter alarm
Power 1st Row Windows w/Driver 1-Touch Up/Down	Power Door Locks w/Autolock Feature
Power Rear Windows	Proximity Key For Doors And Ignition
Radio w/Seek-Scan, MP3 Player, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System	Radio: Premium AM/FM Stereo w/Single CD Player -inc: 9-speaker sound system w/amplifier and audio input jack
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button	Remote Releases -Inc: Power Trunk/Hatch
SIRIUS Satellite Radio -inc: 6 months complimentary subscription, NOT AVAILABLE in Alaska or Hawaii	SYNC Communications & Entertainment System -inc: 8" color LCD center stack touch screen, enhanced recognition communications and entertainment system, 911 assist, 4.2" multi-function display, AppLink and 2 smart charging USB ports
Systems Monitor	Trip computer
Wireless Streaming	

Mechanical

16 Gal. Fuel Tank	3.31 axle ratio
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control	60-Amp/Hr Maintenance-Free Battery w/Run Down Protection
Block Heater	Driver Control Ride Control Suspension
Dual Stainless Steel Exhaust w/Polished Tailpipe Finisher	Electric Power-Assist Speed-Sensing Steering
Front And Rear Anti-Roll Bars	Gas-pressurized shock absorbers
Mechanical Limited Slip Differential	Multi-link rear suspension w/coil springs
Rear-wheel drive	Strut Front Suspension w/Coil Springs

Safety

ABS And Driveline Traction Control	AdvanceTrac electronic stability control (ESC)
Airbag Occupancy Sensor	Driver And Passenger Side Airbag Head Extension, Driver And Passenger Knee Airbag
Dual Stage Driver And Passenger Front Airbags	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute	Outboard Front Lap And Shoulder Safety Belts -inc: Pretensioners
Rear camera	Side impact beams
Tire Specific Low Tire Pressure Warning	

Loss Vehicle Base Value

Loss vehicle: 2015 Ford Mustang | GT Premium 2 Door Convertible | 5.0L 8 Cyl Gas A RWD

Comparable Vehicle Information

Search Radius used for this valuation: 300 miles from loss vehicle zip/postal code.

Typical Mileage for this vehicle: 24,000 miles

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5NORMAL GAS A 2WD	19,348	60714	268 miles	\$28,525.00 Sold Price	\$29,162.49
2	2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5NORMAL GAS A 2WD	10,922	63841	144 miles	\$29,942.00 List Price	\$28,326.53
3	2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5NORMAL GAS A 2WD	13,956	47715	180 miles	\$31,744.00 List Price	\$30,263.10
4	2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5NORMAL GAS A 2WD	15,010	52240	203 miles	\$29,970.00 List Price	\$28,746.78
5	2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5NORMAL GAS A 2WD	3,877	60175	247 miles	\$32,988.00 List Price	\$31,264.29
6	2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5NORMAL GAS A 2WD	17,789	38017	262 miles	\$28,574.00 List Price	\$27,622.74
7	2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5NORMAL GAS A 2WD	1,718	38115	262 miles	\$33,897.00 List Price	\$31,588.18
8	2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5NORMAL GAS A 2WD	3,294	47129	265 miles	\$30,998.00 List Price	\$29,125.28
9	2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5NORMAL GAS A 2WD	9,226	60025	271 miles	\$30,981.00 List Price	\$29,665.36
10	2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5NORMAL GAS A 2WD	15,721	72761	278 miles	\$27,900.00 List Price	\$26,825.84
Base Value:						\$29,259.06

Loss Vehicle Adjustments

Loss vehicle: 2015 Ford Mustang | GT Premium 2 Door Convertible | 5.0L 8 Cyl Gas A RWD

Condition Adjustments

Condition Adjustment: \$0.00

Overall Condition: 3.00-Good

Typical Vehicle Condition: 3.00

Category	Condition	Comments
Interior	3 Good	
Exterior		
VINYL/CONVERTIBLE TOP	3 Good	
TRIM	3 Good	
BODY	3 Good	
PAINT	3 Good	
Mechanical	3 Good	
Tire	3 Good	

Typical Vehicle Condition reflects a condition similar to the same year, make and model. Amount of wear and tear/ damage consistent with its age.

Comments:

Comparable Vehicles

Loss vehicle: 2015 Ford Mustang | GT Premium 2 Door Convertible | 5.0L 8 Cyl Gas A RWD

1 2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5 NORMAL GAS A2WD					Sold Price: \$28,525.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle	
1FATP8FF9F5XXXXXX		01/19/2018	60714	268 miles	
Source		Adjustments	Loss Vehicle	This Vehicle	Amount
FRANCHISE SALE - J.D. POWER AND ASSOCIATES		Mileage	13,343	19,348	\$637.49
				Total Adjustments:	\$637.49
				Adjusted Price:	\$29,162.49

2 2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5 NORMAL GAS A2WD					List Price: \$29,942.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle	
1FATP8FF7F5346406	7638A	01/31/2018	63841	144 miles	
Source		Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM		Projected Sold Adjustment			-\$1,384.00
HARRY BLACKWELL DODGE		Mileage	13,343	10,922	-\$231.47
1660 W BUSINESS U.S. 60					
DEXTER MO 63841					
573-624-8300					
				Total Adjustments:	-\$1,615.47
				Adjusted Price:	\$28,326.53

3 2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5 NORMAL GAS A2WD **List Price: \$31,744.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1FATP8FF1F5332386	E5398	11/11/2017	47715	180 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM	Projected Sold Adjustment			-\$1,263.00
D-PATRICK MOTOPLEX	Mileage	13,343	13,956	\$63.44
200 N GREEN RIVER RD	Equipment			
EVANSVILLE IN 47715	3.55 LIMITED SLIP REAR AXLE	No	Yes	-\$281.34
812-471-7792				
			Total Adjustments:	-\$1,480.90
			Adjusted Price:	\$30,263.10

Comparable Vehicle Option Details:
3.55 LIMITED SLIP REAR AXLE

4 2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5 NORMAL GAS A2WD **List Price: \$29,970.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1FATP8FF4F5367732	C18328A	12/27/2017	52240	203 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM	Projected Sold Adjustment			-\$1,385.00
BILLION AUTO - CHEVROLET, BUICK, GMC, CADILLAC OF IOWA CITY	Mileage	13,343	15,010	\$161.78
2733 MORMON TREK BLVD				
IOWA CITY IA 52240				
319-354-1101				
			Total Adjustments:	-\$1,223.22
			Adjusted Price:	\$28,746.78

5 2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5 NORMAL GAS A2WD**List Price: \$32,988.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1FATP8FF2F5402963	268868049	11/27/2017	60175	247 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM	Projected Sold Adjustment			-\$1,037.00
ST. CHARLES MOTORCARS	Mileage	13,343	3,877	-\$686.71
2901 W MAIN ST				
ST CHARLES IL 60175				
630-377-9900				
			Total Adjustments:	-\$1,723.71
			Adjusted Price:	\$31,264.29

6 2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5 NORMAL GAS A2WD**List Price: \$28,574.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1FATP8FF8F5390544	18T0284A	01/25/2018	38017	262 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - AUTOTRADER.COM	Projected Sold Adjustment			-\$1,362.00
LANDERS FORD	Mileage	13,343	17,789	\$410.74
2082 W POPLAR AVE				
COLLIERVILLE TN 38017				
901-409-6481				
			Total Adjustments:	-\$951.26
			Adjusted Price:	\$27,622.74

7 2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5 NORMAL GAS A2WD

List Price: \$33,897.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1FATP8FF9F5373915	TP35169	01/18/2018	38115	262 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM	Projected Sold Adjustment			-\$1,615.00
MT. MORIAH AUTO SALES, INC.	Mileage	13,343	1,718	-\$693.82
2600 SCOTTSWAY RD				
MEMPHIS TN 38115				
901-531-6720				
			Total Adjustments:	-\$2,308.82
			Adjusted Price:	\$31,588.18

8 2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5 NORMAL GAS A2WD

List Price: \$30,998.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1FATP8FF0F5341760	J1792	01/03/2018	47129	265 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM	Projected Sold Adjustment			-\$1,233.00
CARRIAGE FORD	Mileage	13,343	3,294	-\$639.72
908 E LEWIS AND CLARK PKWY				
CLARKSVILLE IN 47129				
812-284-4444				
			Total Adjustments:	-\$1,872.72
			Adjusted Price:	\$29,125.28

9 2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5 NORMAL GAS A2WD **List Price: \$30,981.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1FATP8FF4F5395191	1710A	01/31/2018	60025	271 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM	Projected Sold Adjustment			-\$974.00
NAPLETON LINCOLN OF GLENVIEW	Mileage	13,343	9,226	-\$341.64
1610 N WAUKEGAN RD				
GLENVIEW IL 60025				
847-380-7606				
			Total Adjustments:	-\$1,315.64
			Adjusted Price:	\$29,665.36

10 2015 FORD MUSTANG GT PREMIUM 2D CVT 8 5 NORMAL GAS A2WD **List Price: \$27,900.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1FATP8FF7F5371273	V1385A	01/25/2018	72761	278 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - CARS.COM	Projected Sold Adjustment			-\$1,289.00
SUPERIOR CHEVROLET BUICK GMC	Mileage	13,343	15,721	\$214.84
OF SILOAM SPRINGS				
490 E HIGHWAY 412				
SILOAM SPRINGS AR 72761				
479-524-3152				
			Total Adjustments:	-\$1,074.16
			Adjusted Price:	\$26,825.84

Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2015 Ford Mustang GT Premium	2 Door Convertible 5.0L 8 Cyl Gas RWD	\$42,795.00

Vehicle Valuation Methodology Explanation

WorkCenter Total Loss was designed and built in conjunction with J.D. Powers, experts in data analysis and vehicle pricing and a highly trusted name among consumers. With years of experience in vehicle pricing, J.D. Power is a credible, third-party expert whose name provides consumer recognition and confidence. WCTL provides a consistent methodology across all vehicles and it includes valid comparable vehicles that most closely resemble the totaled vehicle and are similar to the vehicles a consumer would find in their own research.

WorkCenter Total Loss produces accurate and easy-to-understand vehicle valuations via this five step process:

Step 1 - Locate Comparable Vehicles

Locate vehicles that are the closest match to the loss vehicle in the same market area. WorkCenter Total Loss utilizes consumer-based vehicle sources along with inventory directly from Dealerships. When available WCTL also provides sold vehicle records from sources such as J.D. Powers.

Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. The comparable vehicles are identical to the loss vehicle except where adjustments are itemized. There are several types of comparable vehicle adjustments

- Projected Sold Adjustment - an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).
- Mileage Adjustment - an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment- adjustments for differences in equipment between the comparable vehicle (e.g. equipment packages and options) and the loss vehicle.

Step 3 - Calculate Base Vehicle Value

The base vehicle value is calculated by averaging the adjusted prices of the comparable vehicles.

Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment:
Adjustments to account for the condition of the loss vehicle prior to the loss.
- Prior Damage Adjustment:
Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- After Market Part Adjustment:
Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- Refurbishment Adjustment:
Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

Step 5 - Calculate the Market Value

The Market Value is calculated by applying the loss vehicle adjustments to the base value.

Vehicle Valuation Report

Exhibit D



Prepared For

Claim Information

Claim Number	Policy Number	Loss Type	Owner	
PA0018408338-01	55PHB824120	WATER/FLOOD/SUB MERSION	JANET B HOBSON 227 LEXINGTON BLVD APT 5 CLARK, NJ 07066 (848) 235-5034	
Loss Date	Reported Date	Valuation Report Date	Valuation Report ID	Version Number
07/22/2019	07/24/2019	07/30/2019	11935981	1

Vehicle Information

Year	Make	Model	Location	Mileage
2016	Mazda	Mazda6 i Touring 4 Door Sedan 2.5L 4 Cyl Gas A FWD	NJ 07066	35,919 miles
Ext Color	License	VIN	Title History	
Snowflake White Pearl Mica		JM1GJ1V5XG1457084	No	

Valuation Summary

Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	\$15,624.26
Condition -	\$202.63
Prior Damage	\$0.00
Aftermarket Parts	\$0.00
Refurbishment	\$0.00

Market Value = \$15,421.63

Settlement Value: \$15,943.31

Settlement Adjustments

Adjustments specific to your policy

(6.625%) Tax +	\$1,021.68
Deductible -	\$500.00

Settlement Value = \$15,943.31

Loss Vehicle Detail

Loss vehicle: 2016 Mazda Mazda6 | i Touring 4 Door Sedan | 2.5L 4 Cyl Gas A FWD

Standard Equipment

Exterior

Auto Off Projector Beam Halogen Daytime Running Headlamps w/Delay-Off	Black grille w/chrome accents
Body-colored door handles	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Power Side Mirrors w/Manual Folding and Turn Signal Indicator	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Chrome Side Windows Trim and Black Front Windshield Trim	Clearcoat paint
Compact Spare Tire Mounted Inside Under Cargo	Fixed Rear Window w/Defroster
Fully Galvanized Steel Panels	LED brakelights
Light tinted glass	Steel spare wheel
Tires: P225/45R19 AS	Trunk Rear Cargo Access
Variable intermittent wipers	Wheels: 19" Alloy

Interior

2 12V DC Power Outlets	2 Seatback Storage Pockets
5 Person Seating Capacity	60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat
Air filtration	Cargo Space Lights
Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim	Cruise control w/steering wheel controls
Day-night rearview mirror	Delayed Accessory Power
Digital/Analog Display	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Driver foot rest	Dual Zone Front Automatic Air Conditioning
Fade-to-off interior lighting	FOB Controls -inc: Trunk/Hatch/Tailgate
Front And Rear Map Lights	Front Center Armrest and Rear Center Armrest
Front Cupholder	Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Full cloth headliner	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Gauges -inc: Speedometer, Odometer, Tachometer, Trip Odometer and Trip Computer	HVAC -inc: Underseat Ducts and Console Ducts
Illuminated glove box	Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Vinyl/Metal-Look Console Insert, Metal-Look Interior Accents and Leatherette Upholstered Dashboard	Leather/Metal-Look Gear Shift Knob
Leather/Metal-Look Steering Wheel	Leatherette Door Trim Insert
Leatherette seat trim	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Manual tilt/telescoping steering column	Outside temp gauge
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down	Power Door Locks w/Autolock Feature
Power Rear Windows	Proximity Key For Doors And Push Button Start

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Voice Activation

Radio: AM/FM/CD/MP3/AUX 6-Speaker Audio & HD Radio -inc: 4-full range door speakers and 2-tweeters, audio menu voice-command, auxiliary-audio input jack, Bluetooth hands free phone and audio, E911 automatic emergency notification, 7.0" full-color touch-screen display for audio, phone, multi-function commander control for touch-screen display, Aha, Pandora and Stitcher internet radio compatibility, Radio Broadcast Data System (RBDS) program information, SMS text message audio delivery and reply and USB audio input

Rear cupholder

Reclining Front Sport Bucket Seats -inc: 6-way power driver's seat w/manual lumbar support and 6-way manual front passenger seat

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases -Inc: Power Trunk/Hatch and Mechanical Fuel

Seats w/Leatherette Back Material

Trip computer

Valet Function

Window Grid Antenna

Mechanical

100 amp alternator

16.4 Gal. Fuel Tank

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Battery w/run down protection

Electric Power-Assist Speed-Sensing Steering

Front And Rear Anti-Roll Bars

Front-wheel drive

Gas-pressurized shock absorbers

Multi-link rear suspension w/coil springs

Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher

Strut Front Suspension w/Coil Springs

Safety

ABS And Driveline Traction Control

Airbag Occupancy Sensor

and Rear Collision

Blind Spot Sensor

Curtain 1st And 2nd Row Airbags

Dual Stage Driver And Passenger Front Airbags

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Electronic stability control (ESC)

Low Tire Pressure Warning

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Rear child safety locks

Side impact beams

Packages

MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

-inc: Bose 11-Speaker Sound System, Power Moonroof, 1-touch open and close and interior sunshade, SIRIUSXM Satellite Radio, 4-month trial subscription

Loss Vehicle Base Value

Loss vehicle: 2016 Mazda Mazda6 | i Touring 4 Door Sedan | 2.5L 4 Cyl Gas A FWD

Comparable Vehicle Information

Search Radius used for this valuation: 75 miles from loss vehicle zip/postal code.

Typical Mileage for this vehicle: 38,000 miles

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	40,845	08817	8 miles	\$16,495.00 Sold Price	\$16,804.85
2	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	40,332	07901	7 miles	\$15,000.00 List Price	\$14,537.25
3	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	37,940	07960	14 miles	\$16,900.00 List Price	\$16,215.41
4	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	35,898	11101	22 miles	\$16,800.00 List Price	\$15,944.41
5	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	35,435	07470	23 miles	\$16,100.00 List Price	\$15,284.42
6	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	38,403	07470	23 miles	\$16,000.00 List Price	\$15,347.58
7	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	33,444	07470	23 miles	\$16,200.00 List Price	\$15,214.61
8	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	38,943	07764	28 miles	\$17,500.00 List Price	\$16,824.83
9	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	35,187	07446	32 miles	\$17,317.00 List Price	\$16,421.63
10	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	35,214	08690	32 miles	\$16,199.00 List Price	\$15,631.24
11	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	32,682	08638	34 miles	\$16,495.00 List Price	\$15,779.37
12	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	40,601	08638	34 miles	\$14,295.00 List Price	\$14,112.05
13	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	32,846	08701	39 miles	\$17,495.00 List Price	\$16,425.13
14	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	40,714	19030	41 miles	\$16,099.00 List Price	\$15,900.62
15	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	40,120	19047	43 miles	\$16,491.00 List Price	\$16,248.10
16	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	33,570	19053	47 miles	\$16,993.00 List Price	\$16,318.06
17	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	34,314	18020	53 miles	\$14,977.00 List Price	\$14,396.71
18	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	37,788	18020	53 miles	\$15,711.00 List Price	\$15,361.34
19	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	32,753	18020	53 miles	\$14,611.00 List Price	\$13,981.85
20	2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5NORMAL GAS A 2WD	39,774	19135	57 miles	\$15,995.00 List Price	\$15,735.66
Base Value:						\$15,624.26

Loss Vehicle Adjustments

Loss vehicle: 2016 Mazda Mazda6 | i Touring 4 Door Sedan | 2.5L 4 Cyl Gas A FWD

Condition Adjustments

Condition Adjustment: **-\$202.63**Overall Condition: **2.92-Good**Typical Vehicle Condition: **3.00**

Category	Condition	Comments
Interior		
CARPET	3 Good	good
SEATS	3 Good	good
HEADLINER	3 Good	good
DOORS/INTERIOR PANELS	3 Good	good
DASH/CONSOLE	3 Good	good
GLASS	3 Good	good
Exterior		
VINYL/CONVERTIBLE TOP	Typical	N/A
BODY	3 Good	good
PAINT	3 Good	good
TRIM	2 Fair	each rim has curb rash
Mechanical		
TRANSMISSION	3 Good	good
ENGINE	3 Good	good
Tire	2 Fair	wear

Typical Vehicle Condition reflects a condition similar to the same year, make and model. Amount of wear and tear/ damage consistent with its age.

Comments:

Comparable Vehicles

Loss vehicle: 2016 Mazda Mazda6 | i Touring 4 Door Sedan | 2.5L 4 Cyl Gas A FWD

1 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD Sold Price: \$16,495.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V50G1XXXXXX		05/18/2019	08817	8 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER SALE - BUILDSHEET - J.D. POWER	Mileage	35,919	40,845	\$346.14
	Equipment			
	WHEEL LOCKS	No	Yes	-\$36.29
			Total Adjustments:	\$309.85
				Adjusted Price: \$16,804.85

Comparable Vehicle Package Details:
 MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

Comparable Vehicle Option Details:
 WHEEL LOCKS

2 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$15,000.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V53G1463308	463308	06/14/2019	07901	7 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$731.00
SALERNO DUANE CHRYSLER, JEEP, DODGE	Mileage	35,919	40,332	\$268.25
267 BROAD ST			Total Adjustments:	-\$462.75
SUMMIT NJ 07901				Adjusted Price: \$14,537.25
908-277-6700				

Comparable Vehicle Package Details:
 MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

3 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$16,900.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V52G1457256	P2740	07/18/2019	07960	14 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$823.00
OPEN ROAD MAZDA OF MORRISTOWN	Mileage	35,919	37,940	\$138.41
108 RIDGEDALE AVENUE				
MORRISTOWN NJ 07960				
888480704				
			Total Adjustments:	-\$684.59
			Adjusted Price:	\$16,215.41

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

4 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$16,800.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V57G1458466	M48854	06/30/2019	11101	22 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$819.00
MAJORWORLD.COM	Mileage	35,919	35,898	-\$1.43
43-40 NORTHERN BLVD	Equipment			
LONG ISLAND CITY NY 11101	WHEEL LOCKS	No	Yes	-\$35.16
718-937-3937				
			Total Adjustments:	-\$855.59
			Adjusted Price:	\$15,944.41

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

Comparable Vehicle Option Details:
WHEEL LOCKS

5 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$16,100.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V57G1477910	M26115	07/17/2019	07470	23 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$784.00
WAYNE MAZDA	Mileage	35,919	35,435	-\$31.58
1244 ROUTE 23 N				
WAYNE NJ 07470				
888-706-8172				
			Total Adjustments:	-\$815.58
			Adjusted Price:	\$15,284.42

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

6 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$16,000.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V5XG1481899	M26184	07/24/2019	07470	23 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$780.00
WAYNE MAZDA	Mileage	35,919	38,403	\$161.06
1244 ROUTE 23 N	Equipment			
WAYNE NJ 07470	WHEEL LOCKS	No	Yes	-\$33.48
888-706-8172				
			Total Adjustments:	-\$652.42
			Adjusted Price:	\$15,347.58

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

Comparable Vehicle Option Details:
WHEEL LOCKS

7 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$16,200.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V54G1474513	M26107	07/16/2019	07470	23 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$789.00
WAYNE MAZDA	Mileage	35,919	33,444	-\$162.49
1244 ROUTE 23 N	Equipment			
WAYNE NJ 07470	WHEEL LOCKS	No	Yes	-\$33.90
888-706-8172				
			Total Adjustments:	-\$985.39
			Adjusted Price:	\$15,214.61

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

Comparable Vehicle Option Details:
WHEEL LOCKS

8 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$17,500.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V53G1455807	1455807P	07/24/2019	07764	28 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$853.00
AUDI EATONTOWN	Mileage	35,919	38,943	\$214.45
270 HIGHWAY 36	Equipment			
WEST LONG BRANCH NJ 07764	WHEEL LOCKS	No	Yes	-\$36.62
732-389-1000				
			Total Adjustments:	-\$675.17
			Adjusted Price:	\$16,824.83

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

Comparable Vehicle Option Details:
WHEEL LOCKS

9 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$17,317.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V57G1484162	MZU3741	07/24/2019	07446	32 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$844.00
RAMSEY MAZDA	Mileage	35,919	35,187	-\$51.37
436 STATE RT 17				
RAMSEY NJ 07446				
201-825-4444				
			Total Adjustments:	-\$895.37
			Adjusted Price:	\$16,421.63

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

10 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$16,199.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V57G1460573	U9622	05/29/2019	08690	32 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$486.00
HAMILTON MAZDA	Mileage	35,919	35,214	-\$47.19
2201 HIGHWAY 33	Equipment			
TRENTON NJ 08690	WHEEL LOCKS	No	Yes	-\$34.57
609-587-7600				
			Total Adjustments:	-\$567.76
			Adjusted Price:	\$15,631.24

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

Comparable Vehicle Option Details:
WHEEL LOCKS

11 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD					List Price: \$16,495.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle	
JM1GJ1V55G1448454	18677	07/28/2019	08638	34 miles	
Source		Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - VAST.COM		Projected Sold Adjustment			-\$495.00
J & S AUTOHAUS GROUP		Mileage	35,919	32,682	-\$220.63
1723 N OLDEN AVENUE					
EWING NJ 08638				Total Adjustments:	-\$715.63
609-865-5691				Adjusted Price:	\$15,779.37
Comparable Vehicle Package Details:					
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE					

12 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD					List Price: \$14,295.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle	
JM1GJ1V55G1419715	18192	05/10/2019	08638	34 miles	
Source		Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM		Projected Sold Adjustment			-\$429.00
J & S AUTOHAUS		Mileage	35,919	40,601	\$276.56
1723 N. OLDEN AVE.		Equipment			
EWING NJ 08638		WHEEL LOCKS	No	Yes	-\$30.51
609-844-0422				Total Adjustments:	-\$182.95
				Adjusted Price:	\$14,112.05
Comparable Vehicle Package Details:					
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE					
Comparable Vehicle Option Details:					
WHEEL LOCKS					

13		2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD			List Price: \$17,495.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle	
JM1GJ1V55G1458790	G1458790	07/24/2019	08701	39 miles	
Source		Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM		Projected Sold Adjustment			-\$852.00
TSJ AUTO BROKERS 1210 ROUTE 88 LAKEWOOD TOWNSHIP NJ 08701 732-987-4302		Mileage	35,919	32,846	-\$217.87
				Total Adjustments:	-\$1,069.87
				Adjusted Price:	\$16,425.13
Comparable Vehicle Package Details:					
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE					

14		2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD			List Price: \$16,099.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle	
JM1GJ1V51G1475330	1983P	05/04/2019	19030	41 miles	
Source		Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM		Projected Sold Adjustment			-\$483.00
PERUZZI MAZDA 140 LINCOLN HWY FAIRLESS HILLS PA 19030 855-314-9200		Mileage	35,919	40,714	\$318.98
		Equipment			
		WHEEL LOCKS	No	Yes	-\$34.36
				Total Adjustments:	-\$198.38
				Adjusted Price:	\$15,900.62
Comparable Vehicle Package Details:					
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE					
Comparable Vehicle Option Details:					
WHEEL LOCKS					

15 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$16,491.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V57G1460329	U90462X	06/27/2019	19047	43 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$494.00
MCCAFFERTY FORD OF LANGHORNE	Mileage	35,919	40,120	\$286.29
1939 EAST LINCOLN HIGHWAY	Equipment			
LANGHORNE PA 19047	WHEEL LOCKS	No	Yes	-\$35.19
888903057				
			Total Adjustments:	-\$242.90
			Adjusted Price:	\$16,248.10

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

Comparable Vehicle Option Details:
WHEEL LOCKS

16 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$16,993.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V57G1455227	G1455227A	07/24/2019	19053	47 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$510.00
FAULKNER MAZDA	Mileage	35,919	33,570	-\$164.94
4437 E STREET RD				
FEASTERVILLE-TREVOSE PA 19053				
215-364-8356				
			Total Adjustments:	-\$674.94
			Adjusted Price:	\$16,318.06

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

17 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$14,977.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V57G1457172	T3633	07/29/2019	18020	53 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - VAST.COM	Projected Sold Adjustment			-\$449.00
SINGH AUTO WORLD	Mileage	35,919	34,314	-\$99.33
154 NAZARETH PIKE	Equipment			
BETHLEHEM PA 18020	WHEEL LOCKS	No	Yes	-\$31.96
610-759-1600				
			Total Adjustments:	-\$580.29
			Adjusted Price:	\$14,396.71

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

Comparable Vehicle Option Details:
WHEEL LOCKS

18 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD List Price: \$15,711.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
JM1GJ1V54G1458912	S3747	07/18/2019	18020	53 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$471.00
STAR AUTO MALL	Mileage	35,919	37,788	\$121.34
3730 NAZARETH BETHLEHEM PIKE				
BETHLEHEM PA 18020				
610-419-9876				
			Total Adjustments:	-\$349.66
			Adjusted Price:	\$15,361.34

Comparable Vehicle Package Details:
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE

19 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD					List Price: \$14,611.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle	
JM1GJ1V59G1447243	S3541	05/23/2019	18020	53 miles	
Source		Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM		Projected Sold Adjustment			-\$438.00
STAR AUTO MALL		Mileage	35,919	32,753	-\$191.15
3730 NAZARETH BETHLEHEM PIKE					
BETHLEHEM PA 18020					
610-419-9876					
				Total Adjustments:	-\$629.15
				Adjusted Price:	\$13,981.85
Comparable Vehicle Package Details:					
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE					

20 2016 MAZDA MAZDA6 I TOURING 4D SDN 4 2.5 NORMAL GAS A2WD					List Price: \$15,995.00
VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle	
JM1GJ1V58G1447122	1072	07/12/2019	19135	57 miles	
Source		Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - AUTOTRADER.COM		Projected Sold Adjustment			-\$480.00
TACONY IMPORTS		Mileage	35,919	39,774	\$254.79
6250 TORRESDALE AVE		Equipment			
PHILADELPHIA PA 19135		WHEEL LOCKS	No	Yes	-\$34.13
215-613-7065					
				Total Adjustments:	-\$259.34
				Adjusted Price:	\$15,735.66
Comparable Vehicle Package Details:					
MOONROOF & BOSE AUDIO W/SIRIUSXM PACKAGE					
Comparable Vehicle Option Details:					
WHEEL LOCKS					

Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2016 Mazda Mazda6 i Touring	4 Door Sedan 2.5L 4 Cyl Gas FWD	\$24,995.00

Vehicle Valuation Methodology Explanation

WorkCenter Total Loss was designed and built in conjunction with J.D. Powers, experts in data analysis and vehicle pricing and a highly trusted name among consumers. With years of experience in vehicle pricing, J.D. Power is a credible, third-party expert whose name provides consumer recognition and confidence. WCTL provides a consistent methodology across all vehicles and it includes valid comparable vehicles that most closely resemble the totaled vehicle and are similar to the vehicles a consumer would find in their own research.

WorkCenter Total Loss produces accurate and easy-to-understand vehicle valuations via this five step process:

Step 1 - Locate Comparable Vehicles

Locate vehicles that are the closest match to the loss vehicle in the same market area. WorkCenter Total Loss utilizes consumer-based vehicle sources along with inventory directly from Dealerships. When available WCTL also provides sold vehicle records from sources such as J.D. Powers.

Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. The comparable vehicles are identical to the loss vehicle except where adjustments are itemized. There are several types of comparable vehicle adjustments

- Projected Sold Adjustment - an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).
- Mileage Adjustment - an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment- adjustments for differences in equipment between the comparable vehicle (e.g. equipment packages and options) and the loss vehicle.

Step 3 - Calculate Base Vehicle Value

The base vehicle value is calculated by averaging the adjusted prices of the comparable vehicles.

Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment:
Adjustments to account for the condition of the loss vehicle prior to the loss.
- Prior Damage Adjustment:
Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- After Market Part Adjustment:
Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- Refurbishment Adjustment:
Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

Step 5 - Calculate the Market Value

The Market Value is calculated by applying the loss vehicle adjustments to the base value.