



P.O. Box 11120 Santa Ana, CA 92711
 Phone 800.927.8221
 www.mywaic.com

NTWO08NA

PRIVATE PASSENGER AUTO

BRANCH 04-
 NEW BUSINESS DECLARATIONS

POLICY
 NUMBER

CA 751723

NAME & ADDRESS OF INSURED

SAVUTH PHIM
 3763 SENTER RD
 SAN JOSE, CA 95111

NAME & ADDRESS OF AGENT CA 14125

BRIDGEWAY INSURANCE SERVICES
 4300 STEVENS CREEK BLVD STE175
 SAN JOSE, CA 95129
 (408) 766-1877

LOSS PAYEE / ADDITIONAL INSUREDS

1 FREEWAY FUNDING INC PO BOX 299 CAMARILLO CA 93011

POLICY PERIOD FROM 03/20/17 12:01 A. M. PACIFIC TIME TO 09/20/17 12:01 A. M. PACIFIC TIME
 at the address of the Named Insured as stated herein.

CASUALTY COVERAGES	LIMITS OF LIABILITY	PREMIUMS FOR VEHICLE NO.
BODILY INJURY LIABILITY	\$15,000 EACH PERSON	01
	\$30,000 EACH ACCIDENT	\$168
PROPERTY DAMAGE LIABILITY	\$10,000 EACH ACCIDENT	\$192
MEDICAL PAYMENTS	\$1,000 EACH PERSON	\$17
UNINSURED MOTORISTS	\$15,000 EACH PERSON	\$40
	\$30,000 EACH ACCIDENT	

COVERAGE FOR DAMAGE TO YOUR AUTO	DEDUCTIBLE FOR VEH NO.	PREMIUMS FOR VEHICLE NO.
	01	01
OTHER THAN COLLISION	\$1000	\$45
COLLISION	\$1000	\$366
U/M COLL DEDUCTIBLE WVR	ACCEPTED	\$3

\$876
 INCLUDING \$25 POLICY FEE AND \$20 FINANCIAL RESPONSIBILITY FEE
 STATE OF CALIFORNIA ANTI-FRAUD ASSESSMENT: \$1.76 PER VEHICLE PER YEAR

A FEE OF \$7 WILL APPLY TO EACH INSTALLMENT BILL
 ENDORSEMENTS FORMING A PART OF THE POLICY:

SVSE1	CAS1D	CAS7C	SNA A2	U38CA	SNPD1
CAS2A	CB333	D999	WT15C		

DESCRIPTION OF OWNED AUTOMOBILES	NO	YEAR	MAKE	DESCRIPTION	ID NO	DRIVERS
	01	11	KIA	SORENTO UT	5XYKT4A24BG112868	PHIM, SAVUTH SOK, KAYLA

- EXCLUDED

THIS DECLARATIONS PAGE SUPERSEDES ALL DECLARATIONS PAGES SHOWING A PRIOR POLICY PERIOD, AND, TOGETHER WITH POLICY CONTRACT FORM NUMBER PP9001 AND ENDORSEMENTS, IF ANY, CONSTITUTES THE POLICY.

You can view your policy, print additional ID cards and make payments at www.mywaic.com

03/21/17 DIRECT BILL PLAN
 Date

 Countersignature

 President

03/20/17 <== ORIGINAL EFFECTIVE DATE

INSURED COPY

U-208 (2/89)



CALIFORNIA PERSONAL AUTO RATING DISCLOSURE

Named Insured: SAVUTH PHIM

Policy Number: CA 000751723

Following is the rating information for each driver and vehicle on the policy:

Driver #	Driver Name	Years of Verifiable Driving Exp.	Total Yrs. of Driving Exp.	Traffic Convictions	At-Fault Accidents Including Bodily Injury	At-Fault Accidents Damage to Property Only	License Suspension/ Revocations	Unverifiable Driving Record
01	PHIM, SAVUTH	015	015	00	00	00	00	00

Vehicle #	Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Use	Persistency Discount	Multi-Car Discount	Good Driver Discount	Mature Driver Discount	Garaging Zip Code	Annual Mileage
01	11	KIA	SORENTO	PERSONAL	N	N	N	N	95111	0010000

For questions regarding your policy or the rating information displayed above, please contact your insurance producer as listed on the front of this document.

AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

**Toll Free (866) 799-3811
California Department of Consumer Affairs
Bureau of Automotive Repair
10240 Systems Parkway
Sacramento, CA 95827**

The Bureau of Automotive Repair can also accept complaints over its web site at:

www.autorepair.ca.gov

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

**(800) 927-HELP or (213) 897-8921
California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013**

The California Department of Insurance can also accept complaints over its web site at:

www.insurance.ca.gov



Consumer Privacy Statement

Workmen's Auto is committed to protecting the privacy of our customers. This notice explains how the Company collects and uses your personal information.

Information we collect and parties from whom we collect it

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms, such as your driver's license number, social security number, and prior policy information;
- Information about your transactions with us, our affiliates, your producer or others, such as prior payment history, policy numbers and loss information;
- Information regarding your driving record or vehicle registration we obtain from a state agency such as the department of motor vehicles; and
- Information we receive from a consumer reporting agency.

Information we disclose and parties to whom we disclose it

We do not disclose any nonpublic information about our customers or former customers to anyone, except as permitted by law. We will only disclose nonpublic personal information:

- As necessary to underwrite and service the insurance product or service that you have requested or authorized;
- In connection with the billing, collection and settlement of any amounts charged for the insurance product or service that you have requested or authorized;
- As requested by insurance rate advisory organizations, guaranty funds, or agencies;
- To prevent against actual or potential fraud or unauthorized transactions;
- To a consumer reporting agency in accordance with the federal Fair Credit Reporting Act; and
- As required by law.

Confidentiality

We restrict access to nonpublic personal information about you to employees, producers, and affiliates who know that information to provide products or services to you, or to assist in the administration of the policy or services we are providing to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Changes to our Consumer Privacy Statement

From time to time we may make changes to our Consumer Privacy Statement. Any time we make a change the revised statement will be posted on our web site at www.waic.com.



AMENDMENT OF POLICY PROVISIONS - PHYSICAL DAMAGE COVERAGES

It is hereby understood and agreed that such insurance as is afforded by the policy under PART - D COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

LIMITATION OF COVERAGE FOR CERTAIN EQUIPMENT

Vehicle Modifications - No coverage is provided for any loss of or damage to any automobile equipment or modifications unless permanently attached to the vehicle and installed by the original manufacturer. However, equipment necessary for vehicle operation by a physically handicapped or hearing impaired person is covered.

Audio and Video Equipment - Coverage applicable to the loss of or damage to permanently installed audio and video equipment, including but not limited to radios, televisions, monitors, LCD screens, CD and DVD players, cassette decks, VCRs, amplifiers, tuners, receivers, equalizers, speakers, speaker enclosures and associated equipment is limited to the lesser of Actual Cash Value or three hundred fifty dollars (\$350). This limit does not apply to any audio or video equipment necessary for vehicle operation by a physically handicapped or hearing impaired person.

\$500 DEDUCTIBLE APPLICABLE TO LIENHOLDERS

In consideration of a scheduled lienholder's acceptance of this policy and the insured's acceptance thereto, it is agreed that with respect to the scheduled lienholder's interest **only**, the deductible listed on the Declarations Page is amended to read five hundred dollars (\$500) as benefits the lienholder rather than as shown.

Provided always, that when a loss has occurred and the lienholder is seeking the benefit of this endorsement, it must be shown that:

a. The named insured has defaulted in payment; and

- b. The lienholder has made all reasonable efforts to collect overdue payments, and failing to do so has repossessed the automobile; and
- c. The interest of the lienholder has become impaired.

Nothing in this endorsement should be construed to alter the deductible insofar as the interest of the insured is concerned that remains as shown on the policy; and

Should the insurance Company ever be called upon to advance all or part of this deductible, the insured agrees to reimburse the insurance Company for the amount advanced plus reasonable attorney fees if necessary.

AUTOMOBILE LOSS PAYABLE ENDORSEMENT

With respect to the interest of a loss payee, named in the Declarations of this policy, its successors and assignees, (hereinafter called the Lienholder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

- Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lienholder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lienholder upon the company for separate settlement the amount of said loss shall be paid directly to the Lienholder to the extent of its interest and the balance, if any, shall be payable to the insured.

- The insurance under this policy as to the interest only of the Lienholder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statements concerning this policy or the subject thereof, by the insured or the insured's employees, agents, or representatives: whether occurring before or after the attachment of this agreement, or whether before or after the loss: PROVIDED, however,

that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.

3. In the event of failure of the insured to pay any premium or additional premium which shall become due under the terms of this policy, this Company agrees to give written notice to the Lienholder of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lienholder hereunder that the Lienholder when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefore. If the Lienholder shall decline to pay said premium or additional premium, the rights of the Lienholder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lienholder.
4. If the Company elects to cancel this policy in whole or in part for non-payment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lienholder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lienholder only for ten (10) days after written notice has been sent by the Company. In no event, as to the interest only of the Lienholder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of request for cancellation shall have been sent to the Lienholder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lienholder, provided the said Lienholder has advanced the premium.
5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lienholder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lienholder, and to the extent of payment so made this Company shall be subrogated (pro-rata with all other insurers contributing to said payment) to all of the Lienholder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lienholder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefore exists, this Company at its option, may pay to the Lienholder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued). and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto: but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lienholder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal there- of with loss thereunder payable to the Lienholder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lienholder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lienholder and Mortgagor.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lienholder or its agent, this policy shall continue for the term thereof for the benefit of the Lienholder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5) and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided nevertheless, all privileges and endorsements, which by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract are hereby granted for a period of 30 thirty days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lienholder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lienholder at its address shown on this policy.

Except as provided herein, the Definitions, Insuring Agreement, Limits of Liability, Deductible amounts and Exclusions applicable to COVERAGE FOR DAMAGE TO YOUR AUTO remain unchanged.



Revised Payment Schedule Notice EFT Payment Plans

SAVUTH PHIM
3763 SENTER RD
SAN JOSE, CA 95111

BRIDGEWAY INSURANCE SERVICES
4300 STEVENS CREEK BLVD STE175
SAN JOSE, CA 95129

Dear Workmen's Auto Policyholder:

Changes to your policy have resulted in a revision to your scheduled payment amounts. Following is your new payment schedule, indicating the amounts to be deducted from your account and the scheduled sweep dates.

Please contact your insurance agent, as listed above, with any questions.

SCHEDULED INSTALLMENTS:

CA 000751723

2017/04/19	\$139.96
2017/05/19	\$139.96
2017/06/19	\$139.96
2017/07/19	\$139.96
2017/08/19	\$139.96

All scheduled installments include a \$7.00 installment fee.

If your scheduled payment falls on the 29th, 30th, or 31st of the month, it will be swept on the last day of any month with fewer days than your selected date.

In any month in which your scheduled payment falls on a weekend or holiday, it will be swept on the next business day.

Bills will not be sent before the scheduled installments. If any attempted deduction is not honored by your financial institution due to non-sufficient funds, a service charge of \$15 will be assessed to the balance of the policy, and the policy may be subject to cancellation for non-payment of premium.

If a change in the policy premium occurs during the policy period or at renewal, a revised payment schedule will be sent to you. If the change occurs more than ten days prior to the next scheduled payment, the next scheduled payment and all remaining payments will be adjusted. If the change occurs within ten days of the next scheduled payment date, the remaining installments following the next scheduled payment will be adjusted. Any premium balance remaining at the end of the policy term will be deducted at the same time as the down payment for the next policy term.



P.O. Box 11120 Santa Ana, CA 92711

Phone 800.927.8221

www.mywaic.com

NAMED INSURED: SAVUTH PHIM
POLICY NUMBER: CA751723

PRODUCER: BRIDGEWAY INSURANCE SERVICES
4300 STEVENS CREEK BLVD STE175
SAN JOSE CA 95129
(408) 766-1877

One of the factors used in calculating your policy premium is the driving record of the individuals listed on your policy. Workmen's Auto uses driving record information from your insurance application, your driving record (MVR) as provided by the department of motor vehicles, and your claim history (C.L.U.E.) as provided by ChoicePoint.

Point amounts listed are points being charged by Workmen's Auto and are not related to the point system used by a state's motor vehicle department. Code 901-Unverifiable Driving Record, means that we cannot obtain a driving record based on the driver license information provided. These points will be removed upon receipt of valid driver license information and a valid driving record.

Driver Name			
Code	Activity	Date	Points
PHIM, SAVUTH	NO DRIVER VIOLATIONS		

If you have any questions, or believe the driving record for one or more drivers is incorrect, please contact your producer at the number listed above.

IMPORTANT NOTICE: Read your policy carefully! Coverage may be reduced, or not apply, when a vehicle covered under this policy is operated by a person who is not listed on the policy or in a manner that violates the terms of the policy.

THIS POLICY JACKET, WITH THE SPECIAL PERSONAL AUTO POLICY FORM, DECLARATIONS PAGE, AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETES THE POLICY

YOUR PERSONAL AUTO POLICY - QUICK REFERENCE

DECLARATIONS PAGE

Your Name and Address
 Your Auto
 Policy Period
 Coverages and Amounts of Insurance

	Beginning On Page			Beginning On Page
	1			9
	1		PART D - COVERAGE FOR DAMAGE TO YOUR AUTO	9
PART A - LIABILITY COVERAGE	2			
AGREEMENT			Insuring Agreement	
DEFINITIONS			Exclusions	
Insuring Agreement			Limit of Liability	
Supplementary Payments			Out of State Coverage	
Exclusions			Financial Responsibility	
Limit of Liability			Other Insurance	
Out of State Coverage			PART E - DUTIES AFTER AN ACCIDENT OR LOSS	12
Financial Responsibility			General Duties	
Other Insurance			Additional Duties for Uninsured Motorists Coverage	
PART B - MEDICAL PAYMENTS COVERAGE	5		Additional Duties for Coverage for Damage to Your Auto	
Insuring Agreement			Bankruptcy	12
Exclusions			Changes	
Limit of Liability			Fraud	
Other Insurance			Legal Action Against Us	
PART C - UNINSURED MOTORISTS COVERAGE	6		PART F - GENERAL PROVISIONS	
Insuring Agreement			Our Right to Recover Payment	
Exclusions			Policy Period and Territory	
Limit of Liability			Termination	
Other Insurance			Transfer of Your Interest in This Policy	
Arbitration			Two or More Auto Policies	

In Witness Whereof, the WORKMEN'S AUTO INSURANCE COMPANY has caused this policy to be signed by its President and Secretary at Los Angeles, California and countersigned on the declarations page by a duly authorized representative of the company.


 Secretary


 President / CEO



Notice of Insurance Information Practices

Workmen's Auto is committed to protecting the privacy of our customers. This notice explains how we collect and use your personal information.

We collect personal information about you from:

- Applications or other forms you complete;
- Your business dealings with us and other companies;
- Motor vehicle departments; and
- Consumer reporting agencies. (Information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons.)

We may disclose the following personal information about you:

- Information from your application or other forms, such as your name, address, and social security number;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums and payment history; and
- Information from consumer reporting agencies, such as your accident history.

Disclosure of personal information about you

- We do not disclose any personal information about you to anyone unless allowed by law.
- We must tell you if we disclose personal information about you to non-affiliates. You have the right to prevent these disclosures.
- We DO NOT disclose any personal information about you to non-affiliates.
- We do share your personal information with our affiliates, such as your insurance producer. These disclosures are allowed by law and cannot be prevented.

Confidentiality and Security

- We protect your nonpublic personal information.
- The only employees who have access to that information are those who must have it to provide products or services to you.
- You have the right to review all information collected about you contained in our files.
- You have the right to request correction of any personal information collected about you contained in our files.

Notice of Limits Of Future Coverage And How Your Premium Is Determined

The amount we charge for your automobile insurance is determined by the following factors:

1. Your driving safety record - any moving violations and at-fault accidents in which you and other listed drivers have been involved and the extent of damage or injuries in such accidents (as determined from the report we obtain from the Department of Motor Vehicles, from your application and accident reports submitted with it, or from insurance companies);
2. The number of miles each vehicle is driven annually;
3. The number of years of driving experience for each driver;
4. Other factors, including the type of vehicle you drive (and, if comprehensive and collision coverages are included, its cost, model year, and current value), the accident frequency of the area in which you live, the gender and marital status of the drivers, and how many vehicles are insured on the policy.

Any adverse changes in the above factors may be cause for cancellation or non renewal of your policy. The company will follow the cancellation and nonrenewal rules outlines in your policy under the "Cancellation" Provision and the "Termination" provision.

Some nonrenewals and premium increases may result from factors mentioned above but shall always be lawful and not unfairly discriminatory.

If you have any specific questions about the rate on your policy, or about whether a particular accident or conviction increases the rate you pay, please contact the broker or agent who wrote your insurance policy.

Insurance Department Consumer Hotline

If you have a problem with your insurance, the California Department of Insurance has a toll-free Consumer Hotline: (800) 927-HELP. The address of the Department's Consumer Services Division is 300 South Spring Street, Los Angeles, CA 90013. The Department of Insurance should be contacted only after contacts between you and your broker or agent have failed to produce a satisfactory solution to the problem.



AVAILABLE DISCOUNTS

Workmen's Auto Insurance Company provides several discounts to our auto insurance customers that are designed to make your coverage more affordable. Following is a description of each discount:

20% GOOD DRIVER DISCOUNT

This discount is automatically applied to any vehicle that is rated against a driver that qualifies as a "Good Driver" under section 1861.025 of the California Insurance Code. If your policy has more vehicles than drivers, the Good Driver discount will also be applied to any excess vehicles if all rated drivers on the policy qualify for the discount.

20-24% MULTIPLE CAR DISCOUNT

This discount is automatically applied to all vehicles when a policy covers more than one scheduled automobile. The amount of the discount varies by the number of drivers. The discount applies to all coverages except Towing and Labor, Rental and Emergency Roadside Assistance.

5% MATURE DRIVER DISCOUNT

This discount is applied to all liability coverages for any vehicle rated using a driver age 55 or older with a clean driving record who has successfully completed a Mature Driver Improvement Course approved by the Department of Motor Vehicles. A copy of the certificate of completion can be provided to your insurance producer to receive the discount.

5% & 10% PERSISTENCY DISCOUNT

A 5% discount is applied at renewal after a policy has been continuously in force for one year. A 10% discount is applied at renewal after a policy has been continuously in force for two years. The discount applies to all coverages except Towing and Labor, Rental and Emergency Roadside Assistance.

If you have any questions about the discounts Workmen's offers, or how they apply to you, please contact your producer, which is listed on your declarations page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIAL PERSONAL AUTO POLICY
PERSONAL VEHICLE SHARING PROGRAM EXCLUSION ENDORSEMENT**

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Part A - Liability Coverage

Part **A** is amended as follows:

The following exclusion is added:

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

"Your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

II. Part B - Medical Payments Coverage

Part **B** is amended as follows:

The following exclusion is added:

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

Sustained while "occupying", or when struck by, "your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

III. Part C - Uninsured Motorists Coverage

Part **C** is amended as follows:

The following exclusion is added:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

By any "insured" while "occupying", or when struck by, "your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

IV. Part D - Coverage For Damage To Your Auto

Part **D** is amended as follows:

The following exclusion are added:

We will not pay for:

Loss to "your covered auto" which occurs while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or an individual named as a driver in the Declarations and not excluded from coverage.

Loss to, or loss of use of, a "non-owned auto" used by:

- a. You; or
- b. Any "family member";

in connection with a personal vehicle sharing program if the provisions of such a personal vehicle sharing program preclude the recovery of such loss or loss of use, from you or that "family member", or if otherwise precluded by any state law.

V. Underinsured Motorist Coverage Endorsement

If the Underinsured Motorists Coverage Endorsement is attached to the policy, the following exclusion is added:

We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

By any "insured" while "occupying", or when struck by, "your covered auto" while:

- a. Enrolled in a personal vehicle sharing program under the terms of a written agreement; and
- b. Being used in connection with such personal vehicle sharing program by anyone other than you or any "family member".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIAL PERSONAL AUTO POLICY
AMENDMENT OF POLICY PROVISIONS - NEWLY ACQUIRED AUTO**

The definition of "Newly acquired auto" is replaced by the following:

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 Rating of 10,000 lbs. or less; 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 for a vehicle which replaces a vehicle shown in the Declarations, as described below:

- a. For any coverage provided in this Policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the same coverage as the vehicle it replaced. Coverage begins on the date you become the owner without your having to ask us to insure it.
- b. If Coverage For Damage To Your Auto:
 - (1) Applies to the vehicle being re-placed, you must ask us to insure a "newly acquired auto" within 14 days after you become the owner if you wish to continue Coverage For Damage To Your Auto.
 - (2) Does not apply to a vehicle being replaced, you must request this coverage to apply. Any coverage provided will begin at the time you request the coverage.

3. Coverage for a "newly acquired auto" is provided for a vehicle which is in addition to any vehicle shown in the Declarations, as described below:

- a. For any coverage provided in this Policy except Coverage For Damage To Your Auto, you must ask us to insure a "newly acquired auto" within four days after you become the owner for any coverage to apply.

b. If Collision Coverage:

- (1) Applies to at least one vehicle shown in the Declarations, you must ask us to insure a "newly acquired auto" within four days after you become the owner. If you comply with the four-day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- (2) Does not apply to any vehicle shown in the Declarations, you must request this coverage to apply. Coverage will begin at the time you request the coverage.

c. If Other Than Collision Coverage:

- (1) Applies to at least one vehicle shown in the Declarations, you must ask us to insure a "newly acquired auto" within four days after you become the owner. If you comply with the four-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.
- (2) Does not apply to any vehicle shown in the Declarations, you must request this coverage to apply. Coverage will begin at the time you request the coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED DRIVER EXCLUSION ENDORSEMENT - CALIFORNIA

With respect to the coverages for which the Schedule or Declarations indicate that the Named Driver Exclusion applies, the provisions of the policy apply unless modified by the endorsement.

SCHEDULE

The Named Driver Exclusion Endorsement applies with respect to the "named excluded driver" and the cover-ages indicated below or in the Declarations.	
Name(s) of the "Named Excluded Driver":	SOK, KAYLA
Coverages To Which This Endorsement Applies:	
This endorsement applies to all coverages afforded by the policy.	

I. Definitions

The following definition is added:

"Named excluded driver" means a person who is shown in the Schedule or in the Declarations as a named excluded driver.

II. Named Driver Exclusion

With respect to the coverages to which this endorsement applies, as indicated in the Schedule or in the Declarations, we will not pay damages, expenses or loss arising out of the maintenance or use of any auto or trailer by the "named excluded driver" whether or not such maintenance or use was with the express or implied permission of an "insured". However, we will defend the named in-sured when all of the following apply:

- A. The "named excluded driver" is a resident of the same household as the named insured;
- B. As a result of operating "your covered auto", the "named excluded driver" is jointly sued with the named insured; and
- C. The "named excluded driver" is insured under a separate automobile liability insurance policy issued to that "named excluded driver" as a named insured, and that policy does not provide a defense to the named insured shown in the Declarations of this policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PERSONAL AUTO POLICY COVERAGE FOR DAMAGE TO YOUR AUTO - NAMED OPERATORS ONLY

With respect to the individuals and coverages listed in the Declarations, the provisions of the policy apply unless modified by this endorsement.

I. Definitions

The **Definitions** Section on Page 1 is amended to add the following to **A** :

For only **Part D - Coverage For Damage To Your Auto** , "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household and listed as a driver in the Declarations.

II. Part D - Coverage For Damage To Your Auto

Part **D** is amended as follows:

A. Exclusion **8** is replaced by the following:

We will not pay for:

8. Loss to any "non-owned auto", or any vehicle qualifying as a temporary substitute auto under definition J.4. of "your covered

auto", when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

B. Exclusion **19** is replaced by the following:

We will not pay for:

19. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used by an individual not named as a driver in the Declarations, or while it is being used by an individual listed as an excluded driver in the Declarations.

C. Exclusion **20** is replaced by the following:

We will not pay for:

20. Loss to "your covered auto" while rented or leased to any organization or person other than you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

II. Part D - Coverage For Damage to Your Auto

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION EXPENSES

This endorsement modifies insurance provided under the following:

PERSONAL AUTO POLICY PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

In addition we will pay, without application of a deductible, up to \$15 per day, to a maximum of \$450, for:

1. Transportation expenses incurred by you in the event of the total theft of "your covered auto". This applies only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. Loss of use expenses for which you become legally responsible in the event of the total theft of a "non-owned auto". This applies only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".

We will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIAL PERSONAL AUTO POLICY
AMENDMENT OF POLICY PROVISIONS - CALIFORNIA**

SCHEDULE

Waiver Of Collision Deductible	
Description Of Your Covered Auto	Premium
See Declarations	\$ See Declarations

NOTICE

Throughout this policy, the term spouse includes an individual registered under California law as a domestic partner of the "named insured" shown in the Declarations.

I. Definitions

A. The following is added to the **Definition** Section:

Throughout the policy, "minimum limits" refers to the following limits of liability, as required by California law, to be provided under a policy of automobile liability insurance:

1. \$15,000 for each person, subject to \$30,000 for each accident, with respect to "bodily injury"; and
2. \$5,000 for each accident with respect to "property damage".

B. Definition **F.** is replaced by the following:

"Family member" means a person related to you by blood, marriage, registered domestic partnership under California law or adoption who is a resident of your household. This includes a ward or foster child.

II. Part A - Liability Coverage

Part **A** is amended as follows:

A. The **Out of State Coverage** provision does not apply.

B. The following exclusion is added:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member" whenever the ultimate benefits of that indemnification accrue directly or indirectly to you or any "family member".

C. Exclusion **C.4.** does not apply.

D. The following is added to the **Limit of Liability** Provision in Part **A** :

D. If Liability Coverage is payable on behalf of an "insured" as primary insurance for a vehicle you do not own:

1. That part of the limit of liability shown in the Declarations for each person for Bodily Injury Liability that does not exceed the minimum limits required by the California Vehicle Laws - Required Security 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.

2. Subject to this limit for each person, that part of the limit of liability shown in the Declarations for each accident for Bodily Injury Liability that does not exceed the minimum limits required by the California Vehicle Laws - Required Security is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

3. That part of the limit of liability shown in the Declarations for each accident for Property Damage Liability that does not exceed the minimum limits required by the California Vehicle Laws - Required Security 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.
- This Section (**D.**) will not change our limit of liability.

E. The Other Insurance Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance:

1. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own will be primary insurance if the the vehicle is insured under a policy affording coverage to a named insured engaged in the business of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Delivering;

- e. Testing;
- f. Road testing;
- g. Parking; or
- h. Storing;

motor vehicles. This applies only if you:

- (1) Are operating the vehicle; and
- (2) Are neither the person engaged in such "business" nor that person's employee or agent.

2. Any insurance we provide for a vehicle you own shall be excess to that of:

- a. person engaged in the "business" of:

- (1) Selling;
- (2) Repairing;
- (3) Servicing;
- (4) Delivering;
- (5) Testing;
- (6) Road testing;
- (7) Parking; or
- (8) Storing;

motor vehicles, if the accident occurs while the vehicle is being operated by that person or that person's employee or agent; or

- b. An owner, tenant or lessee of premises on which loss arising out of the loading or unloading of the vehicle occurs.

3. We will pay only our share of:

- a. The loss. Our share of the loss is the proportion that our limit of liability bears to the total of all applicable limits.
- b. Defense costs if both primary and excess policies of liability insurance apply to the loss. Our share of defense costs is the proportion that the amount of damages paid by us bears to the total amount of damages paid under all applicable policies of liability insurance.

III. Part B - Medical Payments Coverage

Part B is amended as follows:

- A. Paragraph A. of the **Insuring Agreement** is replaced by the following:

- 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 1 year from the date of the accident.

- B. Exclusion 16. is replaced by the following:

16. Sustained while operating a vehicle without a valid driver's license or permit, unless the "insured" is listed on the policy as a driver and not excluded from coverage at the time of the accident.

IV. Part D - Coverage For Damage To Your Auto

- A. The following is added to the **Insuring Agreement**:

For any loss to "your covered auto" or any "non-owned auto" occurring within the first forty-five days after inception of the policy, the applicable deductible will be \$1,000 or the deductible shown in the Declarations, whichever is higher.

- B. The following exclusions are added:

We will not pay for:

- 21. Loss to "your covered auto" or any "non-owned auto" unless you have notified us of the loss within 12 months of the date of loss.
- 22. Breakage of glass under Collision, if other insurance with respect to such breakage of glass applies.
- 23. Any expense resulting from loss of use of "your covered auto" or any "non-owned auto".
- 24. Any loss to the extent that the expense or loss results from the unavailability of repair parts or service at the place of loss.
- 25. Loss due to theft by a "named excluded driver".
- 26. Loss due to theft by you, any "insured" or any "family member".
- 27. Loss due to theft of "your covered auto" prior to its delivery to you or any "insured".
- 28. Loss due to purchase of "your covered auto" from other than its rightful owner.
- 29. Loss due to the illegal sale or repossession of "your covered auto" by its rightful owner.
- 30. Loss due to theft, embezzlement or unlawful conversion of "your covered auto" after it has been given to another party for the purpose of selling, leasing or subleasing the vehicle.
- 31. Additional or unreasonable fees or costs incurred after "your covered auto" or any "non-owned auto" has been deemed a total loss and we have notified you to release the vehicle to a non-charging storage facility.
- 32. Intentional loss to "your covered auto" or any "non-owned auto" caused by, or at the direction of, any insured.

- C. The following provision is added:

WAIVER OF COLLISION DEDUCTIBLE

When there is a loss to "your covered auto" insured for Collision Coverage under this policy, we will pay the full Collision deductible if:

- 1. The loss involves an "uninsured motor vehicle", as the term is defined in Items 1. and 4. of the "uninsured motor vehicle" definition in the Uninsured Motorists Coverage Endorsement;

2. You are legally entitled to recover the full amount of the loss from the owner or operator of the "uninsured motor vehicle"; and
3. A specific premium charge in the Schedule or in the Declarations indicates that the Waiver Of Collision Deductible Provision applies to that vehicle.

Subject to the above, if you are legally entitled to recover only a percentage of the loss, we will pay that percentage of your deductible. However, if the amount of the loss is less than your deductible, we will pay the percentage of the loss you are legally entitled to recover.

In no event will we pay more than the amount of the loss.

The **Arbitration and Duties After An Accident Or Loss** Provisions in the Uninsured Motorists Coverage Endorsement apply to the **Waiver Of Collision Deductible** Provision.

- C. The **Limit of Liability** Provision of Part D is replaced by the following:

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 up to a maximum of \$50,000; 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 any "non-owned auto", or any temporary substitute for "your covered auto", which is a trailer is \$1500.

- 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.
- D. We will not pay for any additional repair or replacement expense which results from any delay on your part of 90 days or more in commencing such repair or replacement.
- E. The maximum amount we will pay for storage fees resulting from loss to "your covered auto" or any "non-owned auto" is \$250.

V. **Part F - General Provisions**

Part F is amended as follows:

- A. The **Policy Period and Territory** Provision is replaced by the following:

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; however, the policy inception time shall in no event be prior to the time the policy was applied for; 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.

- B. The **Our Right to Recover Payment** Provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

Paragraph A. of this provision does not apply to Part B.

- C. The following provision is added:

If the Limited Mexico Coverage Endorsement is attached to this policy, the following warning applies:

WARNING

Unless you have automobile insurance written by a Mexican insurance company, you may spend many hours or days in jail, if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your automobile.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PERSONAL AUTO POLICY UNINSURED MOTORISTS COVERAGE - CALIFORNIA

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Part C - Uninsured Motorists Coverage

Part C is replaced by the following:

As used in this endorsement, "you" and "your" refer to the "named insured" shown in the Declarations and spouse.

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:

1. "Bodily injury" sustained by an "insured" and caused by an accident, and
2. "Property damage" caused by an accident if the Declarations indicates that "property damage" Uninsured Motorists Coverage applies to that auto. Only Items 1. and 4. under the definition of "uninsured motor vehicle" apply to "property damage".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle". With respect to coverage under Item 2. of the definition of "uninsured motor vehicle", we will pay only after the limits of liability under any liability bonds or policies applicable to the "uninsured motor vehicle" have been exhausted by payment of judgments or settlements.

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 endorsement means:

1. You.
2. Any "family member" "occupying" "your covered auto".
3. Any other person "occupying" "your covered auto" up to the minimum limits of liability specified by the financial responsibility law of California.
4. 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. or 3. above.

However, with respect to coverage for "bodily injury", "insured" does not include any person who sustains "bodily injury" while "your covered auto" is being used as a public or livery conveyance. This exception does not apply to a share-the-expense car pool.

C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto". However, "property damage" does not include:

1. Loss of use of "your covered auto"; or
2. Damage to personal property contained in "your covered auto" other than a child passenger restraint system that:
 - a. Meets the applicable federal motor vehicle safety standards; and
 - b. Was in use by a child, or was damaged, at the time of the accident for which this coverage applies.

D. "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 an underinsured motor vehicle. An underinsured motor vehicle is one 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.
3. Which, with respect to damages for "bodily injury" only, is a hit-and-run vehicle whose owner or operator cannot be identified and which makes physical contact with:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage;
 - b. Refuses to admit coverage except conditionally or with reservation; or
 - c. Is or becomes insolvent within one year of the date of the accident.

With respect to coverage for "property damage", the accident must involve direct physical contact between "your covered auto" and the "uninsured motor vehicle", and:

1. The owner or operator of the "uninsured motor vehicle" must be identified; or
2. The "uninsured motor vehicle" must be identified by its license number.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by you or any "family member" unless the vehicle is being operated, or caused to be operated, by a person without the consent of the owner of such vehicle in connection with criminal activity that has been documented in a police report.
2. Furnished or available for the regular use of you or any "family member".
3. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
4. Owned by any governmental unit or agency.
5. Designed or modified for use primarily off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by:
 - a. Any motor vehicle; or
 - b. A trailer of any type used with a motor vehicle; owned by that "insured" which is not insured for this coverage under this policy.
 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.

However, this Exclusion (A.) shall not apply to "bodily injury" sustained by an "insured" when struck by any motor vehicle or trailer:

1. Owned by that "insured"; and
 2. Being operated, or caused to be operated, by a person without that "insured's" consent in connection with criminal activity that has been documented in a police report and that "insured" is not a party to the criminal activity.
- 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 and such settlement prejudices our right to recover payment.

This Exclusion (B.1.) does not apply to a settlement made with the insurer of a vehicle described in Section 2. of the definition of "uninsured motor vehicle".

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.
3. While "occupying" a motor vehicle rented or leased to that "insured" for use as a public or livery conveyance.
4. While "occupying" "your covered auto" when it is being used for the delivery of food or products, including but not limited to newspapers and magazines.

This Exclusion (B.4.) does not apply to a delivery by an "insured" as a volunteer.

- C. We do not provide Uninsured Motorists Coverage for "property damage" sustained by any "insured" while "occupying" or when struck by any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy.
- D. This coverage shall not apply:
1. To "property damage" to:
 - a. A trailer of any type;
 - b. Any motor vehicle owned by you to which Collision Coverage applies under this policy; or
 - c. Any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy.
 2. Directly or indirectly to benefit:
 - a. Any insurer or self-insurer under any of the following or similar law:
 - (1) Workers' compensation law; or
 - (2) Disability benefits law.
 - b. Any insurer of property.
 3. Directly to the benefit of the United States or any state or political subdivision thereof.
- E. 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.

Our maximum limit of liability for all damages for "property damage" resulting from any one accident will be the lesser of:

1. The Limit of Property Damage Liability shown in the Declarations;
2. The actual cash value of "your covered auto"; or
3. The amount of any deductible if there is valid and collectible Collision Coverage under any other policy.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss.

The limit of Bodily Injury Liability or Property Damage Liability shown in the Declarations 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 an "insured" other than you or any "family member":

1. That part of the limit of Bodily Injury Liability shown in the Declarations for each person for Uninsured Motorists Coverage that does not exceed the minimum limits required by the financial responsibility law of California 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.
2. Subject to this limit for each person, that part of the limit of Bodily Injury Liability shown in the Declarations for each accident for Uninsured Motorists Coverage that does not exceed the minimum limits required by the financial responsibility law of California is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay for Bodily Injury Liability 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.

This Section (B) will not change our limit of liability.

C. With respect to coverage under Item 2. of the definition of "uninsured motor vehicle", the limit of liability shall be reduced by all sums:

1. 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 the policy; and

2. Paid or payable because of the "bodily injury" under any automobile medical payments coverage. This includes all sums paid under Part B.

- D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.
- E. 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.
- F. 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 workers' compensation law exclusive of non-occupational disability benefits.

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 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 a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", 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 person is legally entitled to recover damages under this coverage; or
 2. As to the amount of damages;
- then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party.

The arbitration shall be conducted by a single neutral arbitrator. With respect to "property damage", arbitration proceedings must be formally instituted by the "insured" within 1 year from the date of the accident. Disputes concerning coverage under this part may not be arbitrated.

- B.** Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the arbitrator equally.
- C.** Any decision of the arbitrator will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages.

II. Duties After An Accident Or Loss

Paragraph **C.** of Part **E.** is replaced by the following:

- C.** A person seeking Uninsured Motorists Coverage must also:
1. Promptly notify the police if a hit-and-run driver is involved.
 2. Send us copies of the legal papers if a suit is brought.

A person seeking coverage for "bodily injury" sustained in an accident involving a vehicle described in Item **2.** of the definition of "uninsured motor vehicle" must:

1. Provide us with a copy of the complaint by personal service or certified mail, if the "insured" brings action against the owner or operator of the "uninsured motor vehicle".
2. Within a reasonable time, make available all pleadings and depositions for copying by us or furnish us copies at our expense.
3. Provide us with proof that the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

A person seeking Uninsured Motorists Coverage for "property damage" must also notify us or our agent within 10 business days of the accident.

III. General Provisions

Part **F** is amended as follows with respect to Uninsured Motorists Coverage:

- A.** The **Legal Action Against Us** Provision is replaced by the following:

LEGAL ACTION AGAINST US

No legal action may be brought against us until:

1. There has been full compliance with all the terms of the policy; and
2. With respect to an accident involving a vehicle described in Items **1.**, **3.** and **4.** of the definition of "uninsured motor vehicle", one of the following actions are taken within 2 years from the date of the accident:

- a. Agreement as to the amount of damages for "bodily injury" due under this coverage has been concluded;
- b. The "insured" or his legal representative has formally instituted arbitration proceedings by notifying us in writing.

With respect to "bodily injury", such notification must be sent by certified mail, return receipt requested; or

- c. Suit for "bodily injury" has been filed against the uninsured motorist in a court of competent jurisdiction. Written notice of the suit must be provided to us within a reasonable time after the "insured" knew or should have known of the uninsured status of the other motorist. In no event will such notice be required before two years from the date of the accident. Failure of the "insured" or his representative to provide such notice will not be a basis for a denial of coverage unless such failure prejudices our rights.

- B.** The **Our Right To Recover Payment** Provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

1. Paragraph **A.** of this provision does not apply to coverage under Item **2.** of the definition of "uninsured motor vehicle".
2. Paragraph **B.** of this provision does not apply to coverage under Items **1.**, **3.** and **4.** of the definition of "uninsured motor vehicle".

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PERSONAL AUTO POLICY TERMINATION PROVISIONS - CALIFORNIA

PART F - GENERAL PROVISIONS

The **Termination** Provision in Part F is replaced by the following:

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 shown in this policy:
 - a. At least 10 days' notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days notice in all other cases.
3. We will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or motor vehicle registration, or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses your "covered auto";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) 60 days prior to the most recent renewal or effective date of the Policy and we had no notice of such suspension or revocation.

However, with respect to a suspended driver's license, such cancellation will not become effective if the suspension is removed prior to the time that the cancellation of the Policy is to become effective; or

- c. If the Policy was obtained through material misrepresentation of any of the following information, and the correct information is not furnished to us within 20 days of receipt of notice of cancellation:
 - (1) Safety record;
 - (2) Annual miles driving in prior years;
 - (3) Number of years of driving experience;

- (4) Record of prior automobile insurance claims, if any; or
 - (5) Any other factor found by the Commissioner of Insurance to have a substantial relationship to the risk of loss.
- d. For a substantial increase in the hazard insured against. This must have occurred:
- (1) During the policy period; or
 - (2) 60 days prior to the most recent renewal or effective date of the Policy and we had no notice thereof.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this Policy. 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:

1. Less than six months, we will have the right not to renew or continue this Policy every six months, beginning six months after its original effective date.
2. Six 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.
3. One year or longer, we will have the right not to renew or continue this Policy at each anniversary of its original effective date.

C. OMISSION, CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy was issued in reliance upon the information provided on your insurance application. By your acceptance of this policy, you agree that all the facts and information contained in your application and the declarations of this policy are correct and accurate and that you have not omitted, concealed or misrepresented any fact or circumstance. We may void this policy and/or deny coverage for an accident or loss if, when applying for coverage under this policy, or at any time during the policy period, you or any person insured omitted, concealed or misrepresented any material fact or circumstance relating to any risk insured by this policy or engaged in fraudulent conduct with respect to any aspect of this policy.

We may void this policy or deny coverage for a claim if you or any person insured under this policy have omitted, concealed or misrepresented any material fact or circumstance, or, in connection with the presentation or settlement of a claim, engaged in fraudulent conduct. However, if any payment is made by us, whether before or after the omission, concealment or misrepresentation or fraudulent conduct occurs or is discovered, we shall be reimbursed for any such payment.

D. 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.

E. Other Termination Provisions

1. We may deliver any notice instead of mailing it. 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 pro rata. 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.
4. **Conditional Reinstatement.** If we mail a cancellation notice because you did not pay a required premium when due and you then tender payment of the premium by check, draft or other remittance that is not honored on presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue that states that it waives the cancellation or reinstates the coverage is void. This means we will not be liable under this policy for claims or damages after the date and time stated on the cancellation notice.

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

CALIFORNIA AUTOMOBILE INSURANCE IDENTIFICATION CARD



P.O. Box 54845 Los Angeles, CA 90054-0845
Phone 800.927.8221
www.tywywic.com

PRODUCER: BRIDGEWAY INSURANCE SERVICES(408)766-1877 NAIC#: 13250

POLICY NUMBER
CA 751723

EFFECTIVE DATE 03/20/17
EXPIRES 09/20/17

NAMED INSURED
SAVUTH PHIM

ADDITIONAL DRIVER(S)

NONE

YEAR 11 MAKE/MODEL KIA SORENTO UT VEHICLE ID NUMBER 5XYKT4A24BG112868

SEE IMPORTANT INFORMATION ON REVERSE SIDE U-159CA

**KEEP THIS I.D. CARD IN YOUR GLOVE
COMPARTMENT WITH YOUR VEHICLE REGISTRATION**

PLEASE REPORT ALL ACCIDENTS TO WORKMEN'S INSURANCE IMMEDIATELY. OUR TOLL-FREE CLAIM REPORTING NUMBER IS (888) 811-4054. OBTAIN THE FOLLOWING INFORMATION:

1. THE NAME, ADDRESS, AND TELEPHONE NUMBER OF EACH DRIVER, PASSENGER, AND WITNESS.
2. THE DRIVER'S LICENSE NUMBER OF EACH DRIVER INVOLVED IN THE ACCIDENT.
3. THE MAKE, MODEL, AND LICENSE PLATE NUMBER OF EACH VEHICLE INVOLVED IN THE ACCIDENT.

COVERAGE UNDER THE POLICY NOTED ON THE FACE OF THIS I.D. CARD MEETS THE FINANCIAL RESPONSIBILITY REQUIREMENTS SET FORTH IN SECTION 16056 OF THE CALIFORNIA