

UNIQUE INSURANCE COMPANY
GEORGIA

COMMERCIAL AUTOMOBILE POLICY

Notify the Company at 7400 N. Caldwell Ave, Niles, IL 60174, (773) 299-7500, of EVERY accident, however slight, immediately upon its occurrence.

Delay in giving notice may jeopardize your rights. Send a completed report as soon as practicable

IN RETURN FOR PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU AS FOLLOWS:

CONDITIONS PRECEDENT

COVERAGE UNDER THIS POLICY IS EXPRESSLY CONDITIONED ON FULFILLMENT OF THE FOLLOWING DUTIES, WHICH ARE CONDITIONS PRECEDENT. THE FAILURE TO COMPLY WITH ANY DUTY SET FORTH BELOW MAY RESULT IN OUR REFUSAL TO PROVIDE COVERAGE TO YOU OR ANY INSURED, AT OUR DETERMINATION, AND WITHOUT WAIVING ANY RIGHTS UNDER THE POLICY.

YOUR DUTIES IN CASE OF AN ACCIDENT OR LOSS

A. NOTICE OF ACCIDENT OR LOSS

If there is an **accident** or **loss** arising out of the ownership, maintenance or use of a **vehicle** for which coverage may be provided under this policy, report it to **us** within twenty-four (24) hours or as soon as practicable by calling **us** at:

1-773 299 7500

You MUST report each **accident** or **loss** even if an **insured person** is not at fault.

The following **accident** information MUST be reported as it is obtained:

1. time;
2. place;
3. circumstances of the **accident** or **loss**;
4. names, addresses and dates of birth of any injured persons;
5. names, addresses and telephone numbers of witnesses;
6. license plate numbers of the **vehicles** involved.

You MUST also notify the police within twenty-four (24) hours if:

7. a hit-and-run **vehicle** is involved;
8. **you** cannot identify the **owner** or operator of a **vehicle** involved in the **accident**; or
9. theft or vandalism has occurred.

B. **COOPERATE WITH US IN ANY MATTER CONCERNING A CLAIM OR LAWSUIT**, **WITH OUR INVESTIGATION, AND WITH ANY DEFENSE PROVIDED UNDER THE POLICY, INCLUDING COOPERATION WITH COUNSEL WHOM WE RETAIN FOR YOU. IF YOU FAIL TO COOPERATE WITH SUCH COUNSEL, SUCH REFUSAL WILL BE DEEMED PREJUDICIAL TO US;**

C. **PROVIDE ANY WRITTEN PROOF OF LOSS WE MAY REASONABLY REQUIRE**;

D. **ALLOW US TO TAKE SIGNED OR RECORDED STATEMENTS** including statements under oath, outside the presence of any other **insured**, examine your documents, and answer all reasonable questions **we** may ask, when and as often as **we** may reasonably require;

E. **SEND TO US BY U.S. MAIL TO THE FOLLOWING ADDRESS**: 7400 N. Caldwell, Niles, Illinois, 60714 any and all legal papers relating to any claim or lawsuit as soon as practicable after receipt;

F. **ATTEND HEARINGS AND TRIALS AND COOPERATE WITH THE ATTORNEY WE RETAIN FOR YOUR DEFENSE. IF YOU FAIL TO COOPERATE WITH SUCH COUNSEL, SUCH REFUSAL WILL BE DEEMED PREJUDICIAL TO US**;

G. Take reasonable steps after a **loss** to protect the **covered vehicle** or **non-owned vehicle** from further **loss**. **We** shall pay reasonable expenses incurred in providing that protection. If **you** fail to do so, any further damages will not be covered under this policy;

H. Allow **us** to inspect and appraise the damage to a **covered vehicle** or **non-owned vehicle** before its repair or disposal;

I. Submit to medical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; AND

J. Authorize **us** to obtain medical and other records.

GENERAL DEFINITIONS

Except as otherwise defined in this policy, terms appearing in boldface will have the following meaning:

1. "**Bodily injury**" means physical harm, including death, caused by an **accident** and suffered by a person.
2. "**Business**" includes a trade, profession, or occupation.
3. "**Covered vehicle**" means:
   a. any **vehicle** shown on the **declarations page**:
   b. any additional **vehicle** on the date **you** become the **owner** if,
      i. **you** acquire the **vehicle** during the policy period shown on the **declarations page**;
      ii. **we** insure all **vehicles owned** by **you**; and
      iii. no other insurance policy provides coverage for that **vehicle**. Physical damage coverage does not apply to any additional **vehicle** unless specifically requested by the **named insured** prior to a **loss** involving the additional **vehicle**. **We** shall provide coverage, other than physical damage coverage, for a period of thirty (30) days after **you** become the **owner**. **We** shall not provide coverage after this thirty (30) day period, unless within this period **you** ask **us** to insure the **vehicle**;
   c. any replacement **vehicle** on the date **you** become the **owner** if:
      i. **you** acquire the **vehicle** during the policy period shown on the **declarations page**;
      ii. the **vehicle** that **you** acquire replaces one shown on the **declarations page**; and
      iii. no other insurance policy provides coverage for that **vehicle**. If the **vehicle** that **you** acquire replaces one shown on the **declarations page**, it will have the same coverage as the **covered vehicle** it replaces. **You** must ask **us** to insure a replacement **vehicle** within thirty (30) days after **you** become the **owner** if **you** want to add or continue coverage under Part III; and
   d. any **trailer owned** by **you** while used with a **vehicle** described in a, b, or c above. Physical Damage coverage does not transfer to **trailers**. NO **vehicle** or **trailer** will be a **covered vehicle** upon sale, termination of **your** lease, or termination of **your** legal interest in the **vehicle** or **trailer**.

4. **"Excluded driver" MEANS A DRIVER SHOWN AS AN EXCLUDED DRIVER ON THE DECLARATIONS PAGE. THERE IS NO COVERAGE AFFORDED UNDER THIS POLICY FOR AN EXCLUDED DRIVER.** IF YOU HAVE REJECTED UNINSURED MOTORIST COVERAGE, THAN THE EXCLUDED DRIVER IS DEEMED TO HAVE REJECTED SUCH COVERAGE.

5. **"Named Insured"** means the person or persons listed on the declarations page of the policy.
6. "**Non-owned vehicle**" means any **vehicle** that is not **owned** by **you**, a**,** or the spouse of the **named insured**, even if not residing in the same household as the **named insured**, provided the **vehicle** is not rented from a car rental agency or garage.
7. "**Occupying**" means in, on, entering or exiting.

8. "**Owned**" means the person:
   a. holds legal title to the **vehicle**;
   b. has legal possession of the **vehicle** that is subject to a written security agreement with an original term of six (6) months or more; or
   c. has legal possession of the **vehicle** that is leased to that person under a written agreement for a continuous period of six (6) months or more.
9. "**Owner**" means any person who, with respect to a **vehicle**:
   a. holds legal title to the **vehicle**;
   b. has legal possession of the **vehicle** that is subject to a written security agreement with an original term or six (6) months or more; or
   c. has legal possession of the **vehicle** that is leased to that person under a written agreement for a continuous period of six (6) months or more.
10. "**Property damage**" means physical damage to, or destruction or loss of use of, tangible property.
11. "**Temporary replacement vehicle**" means any **vehicle** rented from a car rental agency or garage and used while the **covered vehicle** is being serviced or repaired, or if it has been stolen or destroyed.
12. "**Trailer**" means a non-motorized trailer, including a farm wagon or farm equipment, designed to be towed on public roads by a vehicle, provided that the trailer is not used;
    a. for commercial or business purposes
    b. as a primaryresidence
    c. as a premises for office, store or display purposes; or
    d. as a passenger conveyance.
13. "**Vehicle**" means a land motor **vehicle**:
    a. of the private passenger, pickup, van or sport-utility type; and
    b. designed for operation principally upon public roads; and
    c. with at least four (4) wheels; and with gross **vehicle** weight of 10,000 pounds or less.
14. "**We**", "**us**", and "**our**" refer to **UNIQUE INSURANCE COMPANY**
15. "**You**" and "**your"** means **THE NAMED INSURED**.

PART I – LIABILITY COVERAGE

A. INSURING AGREEMENT

Subject to the Limits of Liability shown on the **declarations page**, **we SHALL** pay damages for **bodily injury** and **property damage** for which an **insured** becomes legally responsible because of an auto **accident.**

"Insured" UNDER PART I MEANS:

1. you for the use, ownership, or maintenance of any auto or trailer; or
2. any person using a covered auto with the permission of the **named insured**.

We will settle or defend, at **our** option, any claim for damages covered by this Part I. **Our** duty to settle or defend ends when **our** limit of liability for coverage under this Part I for the type of claim made against you has been exhausted. **We** have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

B. ADDITIONAL COVERAGE UNDER PART I

In addition to **our** Limit of Liability, **we shall** pay for an **insured**:

1. All expenses that **we** incur in the settlement of any claim or defense of any lawsuit. However, **we** have no duty to defend lawsuits for **bodily injury** and **property damage** not covered by this policy;
2. Court costs, including appeal costs, if **we** decide to appeal a court case in which **we** are defending an **insured** person and the **insured** personlost;
3. Premiums on appeal bonds or attachment bonds required in any lawsuit **we** defend. **We** have no duty to purchase bonds in an amount exceeding **our** Limit of Liability;
4. Up to $250.00 for a bail bond required because of a covered accident or loss under this part; and
5. Reasonable expenses, including **loss** of earnings, but not other income, up to $50.00 per day incurred at **our** request.

THESE ADDITIONAL COVERAGE AMOUNTS DO NOT INCREASE THE LIMITS OF LIABILITY, BUT ARE ONLY ADDITIONAL SUMS THAT ARE AVAILABLE UNDER THE POLICY, IF APPLICABLE.

C. EXCLUSIONS UNDER PART I

READ THE FOLLOWING EXCLUSIONS CAREFULLY. if an exclusion(s) applies, liability coverage and **our** duty to defend do not apply for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **vehicle** or **trailer** while being used to carry persons or property for compensation or a fee or as a public conveyance or livery, whether through a network such as Uber, unless such use is specifically shown on the declarations page;
2. any liability assumed by an **insured** under any contract or bailment;
3. **bodily injury or property damage** to an employee of an **insured** arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers compensation, disability benefits, or similar laws;
4. **bodily injury or property damage** to an **insured** arising out of or within the course of HIS OR HER employment;
5. **bodily injury** or **property damage** resulting from any racing, speeding, stunt driving, or demolition activities, whether pre-arranged or organized or not or in practice or preparation for any such activity;
6. **bodily injury** or **property damage** due to nuclear reaction or radiation;
7. **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;
8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
9. **bodily injury** or **property damage** caused by an intentional act of an **insured** or at the direction or request of an **insured** IF the injured party is not entitled to recover damages under any other policy of insurance providing liability or uninsured motorist coverage, then this exclusion shall not apply to the portion of the recoverable damages which is within the minimum limits of liability insurance required by the Georgia Motor Vehicle Reparations Act;
10. **property damage** to any property **owned** by, rented to, being transported by, used by, or in the charge of an **insured**;
11. **bodily injury or property damage** to **you or the covered vehicle**;
12. **bodily injury** or **property damage** resulting from **your** operation or use of a **vehicle that is owned** by **you at policy inception**, but not disclosed at policy inception;
13. **bodily injury** or **property damage** resulting from an **insured's** operation or use of a **vehicle** that is not listed on the **declarations page** that is available for the **insured**'s regularuse;

14. **bodily injury** or **property damage** occurring while the **insured** is operating a vehicle to transport people, including, but not limited to, nursery or school children, medical patients, clients, migrant workers, or hotel/motel guests, unless such use is specifically shown on the declarations page;
15. **bodily injury** or **property damage** caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these.
16. **bodily injury** or **property damage** sustained while **occupying** any **vehicle** used as a residence or premises;
17. bodily injury or property damage if workers' compensation benefits are available;
18. **bodily injury** or **property damage** occurring while an **insured** is operating any **vehicle** having less or more than four wheels or a golf cart, atv, motor cycle, tractor or other farm equipment not as a trailer, or other non-auto;
19. **bodily injury** or **property damage** while an **insured** is operating any vehicle to flee or elude law enforcementofficial(s);
20. **bodily injury** or **property damage** occurring DURING the commission of any felony, including theft, BY THE INSURED;
21. **bodily injury** or **property damage** occurring DURING any illicit or illegal trade or transportation BY THE INSURED;
22. **bodily injury** or **property damage** CAUSED BY AN **INSURED** who:
    1. Is under the minimum age to obtain a driver's license;
    2. Has a suspended or revoked driver's license;
    3. The driver is in violation of any condition of HIS OR HER driving privileges; OR
    4. The driver is without privileges to drive for any reason;

provided, however, that the **named insured** is not excluded if he or she was in possession of a valid driver's license upon policy inception. If his or her license becomes suspended or revoked, or such driver is in violation of any condition of his or her driving privileges, or the driver is without privileges to drive for any reason after policy inception, that driver has thirty (30) days from such event to correct the condition and will remain covered during those thirty (30) days. If after thirty (30) days the condition is not corrected, the **named insured** must immediately notify us by calling 773 299 7500, and such driver will be subject to this exclusion until the condition is corrected and no accident has occurred or the policy ends.

23. **bodily injury or property damage** caused by an excluded driver;

- **bodily injury or property damage** caused by anyone who was not disclosed on the application. If the **named insured** fails to notify **us** of the additional driver, such driver will be subject to this exclusion until the condition is corrected.

24. **bodily injury or property damage caused** by the use of rental vehicles unless the rental vehicle is being used as a **temporary replacement vehicle** by an **insured**.
25. if selected by the **named insured** in the application for insurance, and in consideration of a reduced premium, it is understood and agreed that the coverage afforded by this policy under Part I shall not apply to claims made for, or to that part of any judgment awarding, punitive or exemplary damages. This punitive damage exclusion applies even though the person or entity against whom the claim is made is otherwise entitled to coverage under this policy.

PART II – MEDICAL PAYMENTS COVERAGE

A. INSURING AGREEMENT

Subject to the limits of liability shown on the **declarations page**, **we shall** pay reasonable and necessary

medical or funeral expenses incurred as a result of bodily injury or death caused by an auto accident, without regard to the **insured's** liability for the accident. We shall only pay those expenses incurred for services rendered within three (3) years from the date of the auto accident.

"Insured" UNDER PART II MEANS:

1. **Named insured** while occupying a covered vehicle, or when struck by a motor vehicle or trailer while not occupying a vehicle; or
2. Any other person legally occupying a covered vehicle.

B. EXCLUSIONS UNDER PART II

READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION(S) APPLIES, MEDICAL PAYMENTS COVERAGE DOES NOT APPLY TO BODILY INJURY FOR AN INSURED:

1. Sustained while occupying **your** covered auto when it is used to carry persons or property for compensation or a fee or as a public conveyance or livery, whether through a network such as Uber, or not. This exclusion does not apply to shared-expense car pools unless such use is specifically shown on the declarations page;
2. occurring during the course of employment, including if worker's compensation benefits are available;
3. resulting from any racing, speeding, stunt driving, or demolition activities, whether pre-arranged or organized or not or in practice or preparation for any such activity;
4. due to nuclear reaction or radiation;
5. for which insurance is afforded under a nuclear energy liability insurance contract;
6. for any obligation for which the United States government is liable under the federal tort claims act;
7. caused by an intentional act of an **insured** or at the direction or request of an insured;
8. resulting from **your** operation or use of a **vehicle that is owned** by **you at policy inception**, but not disclosed at policy inception;
9. resulting from an **insured**'s operation or use of a **vehicle** that is not listed on the **declarations page** that is available for the **insured**'s regularuse;
10. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these.
11. sustained while **occupying** any **vehicle** used as a residence or premises;
12. occurring while an **insured** is operating any **vehicle** having less or more than four wheels or a golf cart, atv, motor cycle, tractor or other farm equipment not as a trailer, or other non-auto;
13. while an **insured** is operating any vehicle to flee or elude law enforcementofficial(s);
14. occurring during the commission of any felony, including theft, by the **insured**;
15. occurring during any illicit or illegal trade or transportation by the **insured**;
16. caused by an **insured** who:
   A. is under the minimum age to obtain a driver's license;
   B. has a suspended or revoked driver's license;
   C. the driver is in violation of any condition of his or her driving privileges; or
   D. the driver is without privileges to drive for any reason.

provided, however, that the **named insured** is not excluded if he or she was in possession of a valid driver's license upon policy inception. If his or her license becomes suspended or revoked, or such driver is in violation of any condition of his or her driving privileges, or the driver is without privileges to drive for

any reason after policy inception, that driver has thirty (30) days from such event to correct the condition and will remain covered during those thirty (30) days. If after thirty (30) days the condition is not corrected, the **named insured** must immediately notify us by calling 773 299-7500 and such driver will be subject to this exclusion until the condition is corrected and no accident has occurred or the policy ends.

17. Caused by an excluded driver.

18. Caused by anyone who was not disclosed on the application, provided that any such person if, within thirty (30) days the **named insured** immediately notifies us by calling 773 299 7500. If the **named insured** fails to notify us accordingly, such driver will be subject to this exclusion.

PART III – PHYSICAL DAMAGE COVERAGE

A. INSURING AGREEMENT – COLLISION

subject to the limits of liability shown on the **declarations page**, **we** shall pay for direct and accidental **loss** to a **covered vehicle** when it collides with another object or overturns.

B. INSURING AGREEMENT – COMPREHENSIVE

subject to the limits of liability shown on the **declarations page**, **we** shall pay for comprehensive **loss** to a **covered vehicle**.

A comprehensive **loss** is a **loss** to a **covered vehicle** caused by any event other than collision, including, but not limited to, any of the following:

1. contact with an animal (including a bird):
2. explosion or earthquake;
3. fire;
4. malicious mischief or vandalism;
5. missiles or fallingobjects;
6. riot or civilcommotion;
7. theft or larceny;
8. windstorm, hail, water, or flood; or
9. breakage of glass.

C. TRANSPORTATION EXPENSES

we shall pay **you** up to $15 per day, but not more than a total of $450.00 per **loss**, for transportation expenses incurred by **you** if a **covered vehicle** is stolen.

Transportation expenses coverage begins forty-eight (48) hours after **you** report the theft to **us**, and ends when the **covered vehicle** has been recovered and repaired, replaced, or if the **covered vehicle** is deemed by **us** to be a total **loss** or unrecoverable, forty- eight (48) hours after **we** make an offer to pay the actual cash value of the **covered vehicle**.

You must provide **us** written proof of **your** transportation expenses.

D. physical damage coverage will transfer to a **vehicle**, operated by a **named insured** owned by a person, firm, or corporation engaged in the business of retail sales of motor **vehicles.**

E. EXCLUSIONS UNDER PART III

READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION(S) APPLIES, PHYSICAL DAMAGE COVERAGE DOES NOT APPLY TO A LOSS:

1. to a **covered vehicle** while being used to carry persons or property for compensation or a fee or as a public conveyance or livery, whether through a network such as Uber, or not. This exclusion does not apply to shared-expense carpools, unless such use is specifically shown on the declarations page;;
2. to a **covered vehicle** while being used or driven by a person while employed or engaged in the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing **vehicles**. This exclusion does not apply to the **named insured** when using a **covered vehicle**;
3. to rental vehicles;
4. to a **covered vehicle** resulting from resulting from any racing, speeding, stunt driving, or demolition activities, whether pre-arranged or organized or not or in practice or preparation for any such activity;
5. to a **covered vehicle** due to nuclear reaction or radiation;
6. to a **covered vehicle** for which insurance is afforded under a nuclear energy liability insurance contract;
7. due to the lawful destruction or confiscation by governmental or civil authorities of a **covered vehicle**;
8. arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers compensation, disability benefits, or similar laws;
9. arising out of or within the course of any business or commerical activity;
10. due to any obligation for which the United States Government is liable under the Federal Tort Claims Act;
11. caused by an intentional act of an **insured** or at the direction or request of an **insured.**
12. caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these.
13. sustained while **occupying** any **vehicle** used as a residence or premises;
14. caused while an insured is operating any vehicle to flee or elude law enforcementofficial(s);
15. occurring during the commission of any felony, including theft, by the insured;
16. occurring during any illicit or illegal trade or transportation by the insured;
17. caused by an **insured** who:
    A. Is under the minimum age to obtain a driver's license;
    B. Has a suspended or revoked driver's license;
    C. The driver is in violation of any condition of HIS OR HER driving privileges; OR
    D. The driver is without privileges to drive for any reason.

provided, however, that the **named insured** is not excluded if he or she was in possession of a valid driver's license upon policy inception. If his or her license becomes suspended or revoked, or such driver is in violation of any condition of his or her driving privileges, or the driver is without privileges to drive for any reason after policy inception, that driver has thirty (30) days from such event to correct the condition and will remain covered during those thirty (30) days. If after thirty (30) days the condition is not corrected, the **named insured** must immediately notify us by calling 773 299 7500, and such driver will be subject to this exclusion until the condition is corrected and no loss has occurred or the policy ends.

a. damage caused by an excluded driver.
b. damage caused by abyone who was not disclosed on the application, will be covered if the **named insured** immediately notifies us by calling 773 299 7500. If the **named insured** fails to notify us accordingly, such driver will be subject to this exclusion.
c. to any custom or optional equipment not factory installed by the original **vehicle** manufacturer including but not limited to:
    i. cartelephone equipment;

ii. televisions or their accessories or antennas;
iii. radar or laser detection devices;
iv. home high fidelity equipment;
v. custom car kits;
vi. customized grills, louvers, side pipes, scoops or spoilers;
vii. chrome, alloy, mag-type wheels or any custom wheel coverings or racing tires or tires wider than those installed as original factory equipment.
viii. window film or tinting;
ix. alarms;
x. customized paint including but not limited to lacquer paint; OR
xi. ground effects kits.

d. to a **covered vehicle** that is due to:
xii. wear andtear;
xiii. freezing;
xiv. mechanical or electrical breakdown or failure;
xv. road damage to tires,or
xvi. manufacturer's defects.

e. due to the theft or conversion of a **covered vehicle**:
by a **named insured**, or any person using a covered auto with the permission of the **named insured**; or prior to its delivery to a **named insured**, or while in the care, custody, or control of anyone engaged in the business of selling the **vehicle**.

f. To tapes, compact discs, cassettes, and other recording or recorded media;

g. to any case or other container designed for use in storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;

h. caused to a camper body or **trailer**;

i. occurring while the **covered vehicle** is subject to any bailment, lease, conditional sale, mortgage, or other encumbrance not specifically declared and described on this policy; OR

j. occurring while the **covered vehicle** is used to transport people, including, but not limited to, nursery or school children, medical patients, clients, migrant workers, or hotel/motel guests.

E. LIMITS OF LIABILITY UNDER PART III

1. The Limit of Liability for **loss** to a **covered vehicle** will be the lowest of:
   a. the actual cash value of the stolen or damaged property at the time of the **loss** reduced by the applicable deductible shown on the **declarations page**, and by its salvage value if **you** retain the salvage;
   b. the amount necessary to repair or replace the stolen or damaged property with other property of like kind and quality, at **our** discretion, reduced by the applicable deductible shown on the **declarations page**.
2. Payments for **loss** covered under Collision or Comprehensive are subject to the following provisions:
   a. no more than one (1) deductible shall be applied to any one (1) **covered loss**;
   b. an adjustment for depreciation and physical condition may be made in determining the Limit of Liability at the time of **loss**.
3. If more than one (1) **vehicle** is shown on **your declarations page**, coverage will be provided as specified on the **declarations page** as to each **vehicle**.
4. Any amount paid or payable under this Part III for **property damage** shall be reduced by any amount paid under Part IV for **propertydamage**.
5. Any amount paid or payable under this Part III for rental reimbursement shall be reduced by any amount

paid under Part IV for loss of use.

6. Our Limit of Liability regarding storage charges will not exceed (4) four days of storage charges incurred prior to the date you report a loss or accident to us.

F. PAYMENT OF LOSS

At **our** expense, **we** may return any stolen property to **you** or to the address shown on the **declarations page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property.

G. NO BENEFIT TO BAILEE

Coverage under this Part III will not directly or indirectly benefit any carrier or other Bailee for hire.

H. LOSS PAYEE AGREEMENT

Payment for damage to a **covered vehicle** may be made according to **your** interest and the interest of any additional interest or lienholder shown on the **declarations page** or designated by **you**. Payment may be made to both jointly, or separately, at **our** discretion.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at **your** direction, the additional interest or lienholder's interest will not be protected.

We will be entitled to the additional interest's or lienholder's rights of recovery, to the extent of **our** payment to the additional interest or lienholder.

I. OTHER INSURANCE

Any insurance that **we** provide under this coverage part **to a named insured** while operating a **vehicle owned** by a person, firm or corporation engaged in the business of retail sales of motor **vehicles** will be primary over any policy issued to the **owner** of the **vehicle**.

M. APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **you** or **we** may demand an appraisal of the **loss**. If so, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. A decision agreed to by any two will be binding. **You** will pay **your** appraiser's fee and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and all other expenses of the appraisal will be shared equally between **you** and **us**. Neither **you** nor **we** waive any rights under this policy by agreeing to an appraisal.

PART IV – UNINSURED MOTORIST COVERAGE

A. INSURING AGREEMENT

Subject to the Limits of Liability, if **you** pay the premium for Uninsured Motorist Coverage, **we shall** will pay for damages that an **Insured person** is entitled to recover from the **owner** or operator of an **uninsured motor vehicle** because of **bodily injury** or **property damage**:

1. sustained by an **insured person**;
2. caused by an **accident**; and
3. arising out of the ownership, maintenance or use of an uninsured motor vehicle.

We will pay under this Part IV only after the limits of liability under all applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

Determination of whether an **insured person** is legally entitled to recover damages under this Part IV and the amount of damages will be made by judgment against **us** entered by a court with proper jurisdiction. Any legal action for benefits under this Part IV must be commenced against **us** prior to the expiration of the **bodily injury** statute of limitations in the state in which the **accident** occurred.

UNDER PART IV:

1. **Insured person(s)** means:
   a. **A NAMED INSURED;**
   b. any person **occupying** a **covered vehicle**; and
   c. any person who is entitled to recover damages covered by Part IV because of **bodily injury** sustained by a person described in "a" or "b" above.
2. **Property damage** means:
   a. physical damage to, destruction OF, OR loss of use of, a **covered vehicle**; and
   b. physical damage to OR destruction of, any property **owned** by an **insured person** which is contained in the **covered vehicle** at the time of the **accident**.
3. **Uninsured motor vehicle** means a land motor **vehicle** or **trailer** of any type:
   a. to which no liability bond or policy applies at the time of the **accident**;
   b. to which a liability bond or policy applies at the time of the **accident**, but the bonding or insuring company:
      i. legally denies coverage; or
      ii. is or becomesinsolvent.
   c. to which a liability bond or policy applies at the time of the **accident** but its limits of liability are less than the minimum limits of liability specified by the financial responsibility law of the state in which a **covered vehicle** is principallygaraged;
   d. to which a liability bond or policy applies at the time of the **accident** but its limits of liability are reduced by payments to persons, other than **insured persons**, injured in the **accident** to less than the limit of liability for uninsured motoristcoverage;
   e. whose operator or **owner** cannot be identified and which causes an **accident** resulting in **bodily injury** or **property damage**, to an **insured person**, provided that:
      i. actual physical contact occurred between the **uninsured motor vehicle** and a **covered vehicle**; however, in the absence of physical contact, the injured **insured person's** description of how the accident occurred must be corroborated by an eyewitness other than the injured **insured person**;
      ii. the **insured person**, or someone on his or her behalf, reports the **accident** to the police or civil authority within twenty-four (24) hours after the **accident**; and
      iii. the **accident** is reported to **us** no later than thirty (30) days after the **accident.**
   f. to which a liability bond or policy applies at the time of the accident, but its limit of liability is less than the coverage limit for Uninsured Motorist Coverage shown on the **declarations page**, if the **named insured** accepted Uninsured Motorist Coverage – Reduced by At-Fault Liability Limits coverage and the coverage is shown on the **declarationspage**.
   g. to which a liability bond or policy applies at the time of the accident regardless of its limit of liability, if the **named insured** accepted Uninsured Motorist Coverage – Added on to At-Fault Liability Limits coverage and the coverage is shown on the **declarations page**.

An **uninsured motor vehicle** does not include any **vehicle** or equipment:

a. **owned** by **you**;
b. furnished for the regular use of **you**;

c. operated on rails or crawler treads;
d. designed mainly for use off public roads, while not on public roads;
e. while used as a residence or premises;
f. shown on the **declarations page** of this policy:
g. **owned** or operated by a self-insurer within the meaning of any motor **vehicle** financial responsibility law, motor carrier law, or similar law, unless the self-insurer has already made payment up to the limits of liability under the policy or terms of the self-insurance;
h. **owned** by and governmental authority or agency; or
i. not required to be registered as a motor **vehicle**.

B. EXCLUSIONS UNDER PART IV

READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION(S) APPLIES, UNINSURED MOTORIST COVERAGE DOES NOT APPLY TO:

1. **bodily injury** or **property damage** sustained by any person while using or **occupying** a **covered vehicle** without the permission of **you** or **bodily injury** or **property damage** sustained by any person while using or **occupying** a **non-owned vehicle** without the permission of the **owner**.
2. benefit any insurer or self-insurer directly or indirectly under any of the following or similar laws:

A. workers' compensation law; or
B. disability benefits law.

3. **bodily injury** or **property damage** Occurring while the **covered vehicle** is used as a residence or premises;
4. **bodily injury** or **property damage** occurring while the **covered vehicle** is used without the **covered vehicle owner**'s express or implied permission;
5. **bodily injury** or **property damage** occurring while the **covered vehicle** is used To transport people, including, but not limited to, nursery or school children, medical patients, clients, migrant workers, or hotel/motel guests;
6. **bodily injury** or **property damage** arising out of the ownership, maintenance or use of a **vehicle** or **trailer** while being used to carry persons or property for compensation or a fee or as a public conveyance or livery, whether through a network such as uber, or not. This exclusion does not apply to shared-expense carpools;
7. bodily injury or property damage caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
8. for which the United States Government is liable under the Federal Tort Claims Act;
9. **property damage** to a **covered vehicle** for which insurance is afforded under a nuclear energy liability insurance contract;
10. If selected by the **named insured** in the application for insurance, and in consideration of a reduced premium, it is understood and agreed that the coverage afforded by this policy under Part IV shall not apply to claims made for, or to that part of any judgment awarding, punitive or exemplary damages. This punitive damage exclusion applies even though the person or entity against whom the claim is made is otherwise entitled to coverage under this policy.

C. ADDED ON/REDUCED BY

If the **named insured** accepted Uninsured Motorist Coverage – Added on to At-Fault Liability Limits coverage and the coverage is shown on the **declarations page**, the **uninsured motor vehicle** shall be considered uninsured to the full extent of the limits of the uninsured motorist coverage shown on the

declarations page.

If the **named insured** accepted Uninsured Motorist Coverage – Reduced by At-Fault Liability Limits Coverage and the coverage is shown on the **declarations page**, the **uninsured motor vehicle** shall be considered uninsured only for the amount of the difference between the available coverages under the bodily injury liability insurance and property damage liability insurance coverages on such motor vehicle and the limits of the uninsured motorist coverages shown on the **declarations page**.

D. TRUST AGREEMENT

If the **insured person** is fully compensated for their injuries and **we** pay damages under this Part IV, the **insured person** or his or her legal representative must agree, in writing, to:

1. reimburse all sums paid by **us** under this Part IV out of any such damages recovered from anyone responsible for such damages; and
2. hold in trust and preserve for **us** all right of recovery; and
3. at **our** request, the **insured person** must take any necessary action to recover the payments **we** have made under this Part IV. The **insured person** must do so in his or her own name and through a representative **we** select. Expenses of recovery will be repaid to **us** out of any damages recovered.

E. OTHER INSURANCE

If there is other applicable uninsured motorist coverage as set forth in O.C.G.A. § 33-7-11, as amended, the following order shall be used to determine which insurer is responsible for providing payment:

1. a policy insuring the injured person as a **named insured**; then
2. a policy insuring the injured person's spouse; then
3. policies insuring the **owner** or operator of the motor **vehicle** occupied in the **accident**.

If **we** are responsible for providing payment under this Part IV to an **insured person** and there is more than one (1) applicable policy of the same priority, **we SHALL** pay only **our** share of the damages.

Our share is the proportion that **our** limit of liability bears to the total of all available coverage limits on the same level of priority.

GENERAL CONDITIONS

EXCEPT AS OTHERWISE PROVIDED IN THIS POLICY, THE FOLLOWING CONDITIONS APPLY TO ANY COVERAGE PROVIDED UNDER THIS POLICY:

1. POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and **losses** occurring during the policy period shown on the **Declarations page** and which occur within any state, territory, or possession of the United States of America, or any province of Canada, or while a **covered vehicle** is being transported between their ports.

In the event that this policy is cancelled for non-payment and **we** accept **your** late payment and reinstate **your** policy, **we SHALL** not cover any **loss** or **accident** that occurs during the period of time between the cancellation date and time and the reinstatement date and time. **Your** policy expiration and/or renewal date will remain unchanged by any reinstatement by **us**.

2. UNDISCLOSED DRIVERS

In **your** application for insurance **you** acknowledged "Applicant represents that there are no other drivers or regular operators other than those listed below." Your further were asked to "List all drivers and Residents age 14 & older. Name and date of birth required. Permit or License # if applicable (List Excluded drivers and sign exclusion), Licensed or Non Licensed" as a driver or excluded driver, on **your** application. **We** shall not provide coverage for any undisclosed resident driver.

3 POLICY CHANGES

This policy, the **Declarations page,** as amended, **your** application for insurance and endorsements to this policy issued by **us** contain all the agreements between **you** and **us**. The terms may not be changed or waived, except by an endorsement issued by **us**. The terms of any renewal policy will remain the same unless changes are requested by the **named insured** and accepted in writing by **us**.

The premium for each **vehicle** is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, cancel or non-renew this policy, or take additional action in accordance with the laws of the state of Georgia. To insure **your vehicle**, **you** must promptly notify **us** when:

1. **you** change **your** address;
2. anyone with a valid driver's license or learner's permit moves into or out of **your** household, as provided herein;
3. **you** acquire an additional or replacement **vehicle**;
4. **your** marital relationship is terminated; or
5. anyone in **your** household obtains a valid driver's license or learner's permit.

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

1. changes in the number, type, or use classification of **covered vehicles**;
2. changes in operators using **covered vehicles**, their ages, or marital status;
3. an insured obtaining a driver's license or operator's permit;
4. changes in the place of principal garaging of any **covered vehicle**;
5. changes in coverage, deductibles, or limits of liability; or
6. changes in rating territory or discount eligibility.

4. TERMS OF POLICY CONFORM TO STATUTES

If any provision of this policy fails to conform to the legal requirements of the state of Georgia, the provision shall be deemed amended to conform to such legal requirements. All other provisions shall be given full force and effect. The laws of the State of Georgia shall govern any disputes as to the coverages provided or the provisions of this policy.

5. ASSIGNMENT

This policy may not be ASSIGNED to another person for any reason without **our** written consent.

6. DEATH OF NAMED INSURED OR CHANGE IN MARITAL STATUS If **you** die, this policy will provide coverage until the end of the policy period for **your** legal representative, while acting as such,

and for persons covered under this policy on the date of **your** death.

Upon termination of the marital relationship of **named insured**, a spouse of the **named insured** who was covered under this policy of insurance immediately prior to termination of the marital relationship shall upon notice to us or our agent continue to be covered under this policy for a period of ninety (90) days following the termination of the marital relationship or until the expirationof the policy term, whichever is shorter.

7. TWO OR MORE VEHICLE POLICIES

If this policy and any other 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, even though separate premiums have been paid. **You** cannot stack any coverages or policies provided by **us** regardless of the number of **covered vehicles** or policies issued.

8. FRAUD OR MISREPRESENTATION

This policy was issued in reliance on the information provided on **your** insurance application. **We** may retroactively cancel this policy from its inception or deny coverage for an accident or loss if **you,** anyone acting on **your** behalf or an **insured person** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, OR MADE FALSE STATEMENTS in connection with the application or the presentation or investigation or settlement of a claim.

We may retroactively cancel this policy from its inception even after the occurrence of an **accident** or **loss**. This means that **we** will not be liable for any claims or damages that would otherwise be covered. If there is a third party liability claim, we may prospectively cancel this policy. W**e** reserve the right to retrospectively limit **your** coverage under this policy to the minimum liability limits required by Georgia law. If **your** policy is so limited, **you** will not receive any of the benefits over the Required minimum limits and **we** may cancel the policy and refund any unearned and excess premium.

If **we** declare this policy retroactively canceled from its inception,
you must reimburse **us** if **we** make a payment.

9. CANCELLATION

The **named insured** appearing on the **declarations page** may cancel this policy by writing **us** and stating the future date and time that the **named insured** wishes the cancellation to be effective. If this policy is subject to the interest of a third party, such as a lienholder or additional interest, the effective date of **your** requested cancellation will be not less than ten (10) days from the date of mailing **our** notice of cancellation to that third party.

We may cancel this policy by mailing a notice of cancellation to the **named insured** shown on the **declarations page** at the last known address appearing in **our** records.
We may cancel this policy for any reason within the first fifty-nine
(59) days of the policy period shown on the **declarations page**, or at any time for nonpayment of premium, with the notice of cancellation mailed at least ten (10) days before the effective date of cancellation.
After this policy is in effect for more than fifty-nine (59) days or if this is a renewal or continuation policy, **we** may only cancel for one
(1) or more of the following reasons:
1. **you** do not pay the required premium for this policy when due;
2. misrepresentation by **you,** or anyone on **your** behalf**,** of any material fact in the procurement or renewal of this policy;
3. **you** or violated any of the terms or conditions ofthis policy;

4. the **named insured** failed to disclose any motor **vehicle accidents** or moving traffic violations occurring during the preceding thirty-six (36) months;
5. the **named insured** failed to disclose in the application, or in response to an inquiry by **us**, or updated us to any changes in the application as to drivers and all information necessary for the acceptance or proper rating of the risk;
6. **you**, or anyone on **your** behalf made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;
7. you, or any other operator residing in **your** household or who customarily operates a **covered vehicle**:

i. has, within the thirty-six (36) months prior to the notice of cancellation, had a driver's license under suspension or revocation;
ii. is or becomes subject to epilepsy or heart attacks and the individual does not provide **us** with a certificate from a physician testifying to the individual's unqualified ability to operate a **vehicle**;
iii. has an **accident** record, conviction record, criminal record, traffic record, or a physical, mental, or other condition which is such that operation of a motor **vehicle** might endanger the public safety;
iv. has, within the three (3) year period prior to the notice of cancellation, been convicted of or forfeited bail for:
    a. any felony;
    b. criminal negligence resulting in death, homicide, or assault arising out of the operation of a motor **vehicle**;
    c. operating a motor **vehicle** while intoxicated or under the influence of drugs;
    d. leaving the scene of an **accident** without stopping to report;
    e. theft or unlawful taking of a motor **vehicle**; or
    f. making false statements in an application for a driver's license
v. has, within thirty-six (36) months prior to the notice of cancellation, been convicted of, or forfeited bail for, three or more violations of any law, ordinance, or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses;

8. a **coveredvehicle**:

i. is so mechanically defective that its operation might endanger public safety;
ii. is used in carrying passengers for hire or compensation; however this does not apply to shared-expense car pools;
iii. is used in the transportation of flammables or explosives;
iv. is an authorized emergency vehicle; or
v. has changed in shape or condition during the policy period so THAT IT substantially increases the risk; or

9. any other reason specified by statute or contained in **our** rates and rulesfiling.

We will mail notice of cancellation to the **named insured** shown on the **declarations page** at the last known address for the **named insured** appearing in **our** records.

Upon cancellation, **you** may be entitled to a premium refund. If **we** cancel this policy for a reason other than **named insured's** request, any refund due will be computed on a pro-rata basis.

If cancellation is at **your** request, any refund due will be computed according to our manuals.

10. NONRENEWAL

If **we** decide not to renew or continue this policy, **we** will mail notice of non-renewal to the **named**

insured shown on the **Declarations page** at the last known address appearing in **our** records. Notice will be mailed at least thirty (30) days before the end of the policy period.

Once a non-renewal notice has been mailed to **you**, **you** still have an obligation to make any outstanding premium installment payments when due, for the remainder of the policy period. Failure to pay any such payments when due, may result in an earlier cancellation of **your** policy for nonpayment of premium following at least ten (10) days written notice by **us**. No late payments will be accepted and coverage will not be extended to the non-renewal date.

11. PROOF OF NOTICE

Proof of mailing of any notice will be sufficient proof of notice.

12. AUTOMATIC TERMINATION

Coverage for a **covered vehicle** shall terminate immediately:

1. when a person other than **you** becomes the **owner** of the **covered vehicle**; or
2. on the effective date of any other motor vehicle insurance policy covering the **covered vehicle**.

13. COVERAGE CHANGES

If **we** make a change that broadens a coverage **you** have under this edition of **your** policy, without additional charge, **you** will receive the broadened coverage. The broadened coverage applies on the date the coverage change is implemented in **your** state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy. Otherwise, this policy can be changed only by endorsement issued by **us**.

14. LEGAL ACTION AGAINST US

We may not be sued unless there is full compliance with all the terms of this policy. **We** may not be sued for payment under Part I until the obligation of an **insured person** to pay is finally determined either by final judgment against that person or by written agreement of the **insured person**, the claimant, and **us**. No one will have any right to make **us** a party to a lawsuit to determine the liability of an **insured person**.

15. OUR RIGHTS TO RECOVER PAYMENT

In the event of any payment under Part I, Part III, or Part IV of this policy, **we** are entitled to all the rights of recovery that the **insured person** to whom payment was made has against another. That **insured person** must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after an **accident** or **loss** to prejudice **our** rights. A person seeking benefits under Part IV shall not enter into any settlement with a liability insurer except pursuant to a limited release, as specified UNDER Georgia law, O.C.G.A. § 33-24-41.1 OR OTHER APPLICABLE STATUTE, , which shall not release the tortfeasor from personal liability to the extent that uninsured motorist benefits may be available for **bodily injury** or **property damage** sustained by the **insured person**. W**e** may not assert rights of recovery against any person who was using a **covered vehicle** with **your** permission for any payment made under Part IV.

When an **insured person** has been paid by **us** under this policy and also recovers from another person, entity, or organization, the amount recovered will be held by the **insured person** in trust for **us** and reimbursed to **us** immediately to the extent of **our** payment, IN ACCORDANCE WITH GEORGIA LAW. For payments made by **us** under Part IV, this will be in accordance with the Trust Agreement provision in Part IV.

If recovery is made by an **insured person** under this policy from a responsible person, entity or organization, without **our** written consent, the **insured person's** right to payment under any APPLICABLE coverage will

no longer exist.

16. JOINT AND INDIVIDUAL INTERESTS

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

17. BANKRUPTCY

The bankruptcy or insolvency of an **insured person** will not relieve **us** of any obligations under this policy, EXCEPT AS ORDERED BY A COURT OF COMPETENT JURISDICTION.

18. SALE OF COVERED VEHICLE

No coverage is afforded under any section of this policy if the **covered vehicle** is in the care, custody, or control of anyone, other than **you**, for the purpose of selling the **covered vehicle**.

19. NAMED DRIVER EXCLUSION

If **you** have asked **us** to exclude any person from coverage under this Policy, then we SHALL not provide coverage for any claim arising from an **accident** or **loss** involving a **covered vehicle** or **non-owned vehicle** that occurs while it is being operated by the excluded person. THIS INCLUDES ANY CLAIM FOR DAMAGES MADE AGAINST **YOU**, OR ANY OTHER PERSON OR ORGANIZATION THAT IS VICARIOUSLY LIABLE FOR AN **ACCIDENT** OR **LOSS** ARISING OUT THE OPERATION OF A **COVERED VEHICLE** OR **NON-OWNED VEHICLE** BY THE EXCLUDED DRIVER. IF YOU HAVE REJECTED UNINSURED MOTORIST COVERAGE, THAN THE EXCLUDED DRIVER ALSO REJECTS SUCH COVERAGE.

20. NAMED OPERATOR – NON-OWNED VEHICLE COVERAGE

If **you** elect Named Operator – **Non-owned vehicle** Coverage, **you** agree with **us** that this policy is amended as follows:

1. General Definitions:
   a. The general policy definition of "**you**" and "**your**" is deleted and replaced by the following:
      "You" and "**your"** mean the person shown as the **named insured** on the **Declarations page**.
   b. The general policy definitions of **covered vehicle** and **non-owned vehicle** are deleted and replaced by the following:
      Covered vehicle and **non-owned vehicle** mean any **vehicle** that is not **owned** by, registered in the name of, or available for the regular or frequent use by **you**, a resident of **your** household, or **your** spouse, even if not residing in the same household as **you**.
2. Part I – Liability Coverage
   a. Additional Definition: When used in Part I, the definition of **insured IS** replaced by the following:
      Insured means:
      i. **you**, when operating or using a **covered vehicle** with the permission of the **owner**; and
      ii. any person or organization with respect only to vicarious liability for an **accident** arising out of the use of a **covered vehicle** by **you** with the Permission of the**owner**.
3. Part II – Medical Payments Coverage
   If **you** pay a premium for Medical Payments coverage and it is shown on the **Declarations page**, any insurance **we** provide shall be excess over any other similar insurance or self- insurance.
4. Part IV – Uninsured Motorist Coverage

If **you** pay a premium for Uninsured Motorist Coverage, and it is shown on the **Declarations page**:

a. when used in Part IV, the Additional Definition of **insured person(S) IS** replaced by the following:
Insured person(S) means:
   i. **you**, when **occupying** a **covered vehicle** with the permission of the **owner**; and
   ii. any person who is entitled to recover damages covered by Part IV, because of **bodily injury** to **you**.

If **you** pay a premium for Uninsured Motorist **Property damage** Coverage, and it is shown on the **Declarations page**, any insurance **we** provide for Uninsured Motorist **Property damage** Coverage shall be excess over any other similar insurance, self-insurance, collision insurance or comprehensive insurance.

Any payment to a person under this Part I shall be reduced by any payment to that person under Part IV.

A **vehicle** and attached **trailer** are considered one (1) **vehicle**. Therefore, the Limits of Liability will not be increased for an **accident** involving a **vehicle** with an attached **trailer**.

21. FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof of financial responsibility, this policy will comply with the law as required. **You** agree to reimburse us for any payment which we would not have been obligated to make under the terms of this policy.

22. OTHER INSURANCE

If there is other applicable liability insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** Limit of Liability bears to the total of all applicable limits. Any insurance **we** provide for a **vehicle**, other than a **covered vehicle**, will be excess over any other collectible insurance, self-insurance, or bond, except a policy of liability insurance providing coverage for a vehicle owned by a person, firm or corporation engaged in the business of retail sales of motor vehicles.

23. LIMITS OF LIABILITY

A. THE LIMITS OF LIABILITY SHOWN IN THE DECLARATIONS PAGE FOR EACH PERSON FOR ANY BODILY INJURY LIABILITY COVERAGE IS OUR MAXIMUM LIMIT OF FOR ALL DAMAGES BY ANY ONE INJURED PERSON IN ANY ONE ACCIDENT.

B. THE LIMITS OF LIABILITY SHOWN IN THE DECLARATIONS PAGE FOR EACH ACCIDENT FOR PROPERTY DAMAGES LIABILITY IS OUR MAXIMUM LIMIT OF LIABILITY FOR ALL PROPERTY DAMAGE FROM ANY ONE ACCIDENT.

C. THE LIMITS OF LIABILITY SHOWN IN THE DECLARATIONS PAGE FOR MEDICAL PAYMENTS COVERAGE IS OUR MAXIMUM LIMITIF LIABILITY FOR EACH PERSON INJURED IN ANY ONE ACCIDENT.

D. THE LIMITS OF LIABILITY SHOWN IN THE DECLARATIONS PAGE FOR EACH PERSON FOR UNINUSRED MOTORIST COVERAGE IS OUR MAXIMUM LIMIT IF LIABILITY DAMAGES SUSTAINED BY ONE PERSON IN ONE ACCIDENT.

THESE LIMITS ARE THE MOST WE SHALL PAY REGARDLESS OF THE NUMBER OF:

1. INSUREDS;
2. CLAIMS MADE;

3. VEHICLES OR PREMIUMS SHOWED IN THE DECLARATIONS PAGE; OR
4. VEHICLES INVOLVED IN THE ACCIDENT.

E. NO ONE IS ENTITLED TO A DUPLICATE PAYMENT FOR THE SAME ELEMENTS OF LOSS UNDER THESE COVERAGES.
F. UNDER PART IV COVERAGE, WE SHALL NOT MAKE DUPLICATE PAYMENTS FOR ANY ELEMENT OF LOSS FOR WHICH PAYMENT IS MADE BY OR ON BEHALF OF PERSONS WHO MAY BE LEGALLY RESPONSIBLE.
G. UNDER PART IV COVERAGE, WE SHALL NOT MAKE PAYMENTS FOR ANY ELEMENT OF LOSS FOR A PERSON ENTITLED TO RECEIVE A PAYMENT FOR THE SAME ELEMENT OF LOSS UNDER ANY OF THE FOLLOWING OR SIMILAR LAW:
   1. WORKER'S COMPENSATION; OR
   2. DISABILITY BENEFITS.

SERFF Tracking #:	*SGIC-131332870*	***State Tracking #:***		***Company Tracking #:***	*GA CM 2018-001*

State:	*Georgia*	***Filing Company:***	*Unique Insurance Company*
TOI/Sub-TOI:	*20.0 Commercial Auto/20.0001 Business Auto*		
Product Name:	*Georgia Light Commercial PolicyForm*		
Project Name/Number:	*/*		

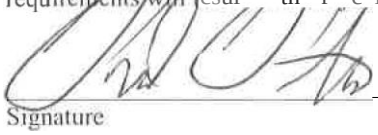
Supporting Document Schedules

Satisfied - Item:	A. Filing Compliance Certification
Comments:	Cert attached
Attachment(s):	Cert.pdf
Item Status:	
Status Date:	

Satisfied - Item:	B. Filing Fee Transmittal Forms including a No Filing Fee Required Certification
Comments:	fee form attached
Attachment(s):	Fees.pdf
Item Status:	
Status Date:	

FILING CERTIFICATION

I hereby certify that I have read and understand the Georgia General Instructions and the Requirements accessible on the Filing Rules tab in the SERFF application and the submi!i·· requiremc . f.lpplicable to this filing. I further understand that failure pl.:tc lhe .Iii:: hie tabs as directed or adhere to the submission requirements will icsul· th r ··c' ion of this submission.



Signature

PAUL PITAHLS

Name (Please Print)

SERFF Tracking Number: _S_G'._)_?_-_,_i_,_-l_1_U7_--'--_o___ _

Company Filing Number: _@_,'----·:_-_C h-1_·_µJ J_ _-_&_e_)_____

RESET FORM

OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
Ralph T. Hudgens, Commissioner
PROPERTY AND CASUALTY DIVISION
2 MLK, JR. DR., 904 WEST TOWER, ATLANTA, GA 30334
WWW.GAINSURANCE.ORG

FORM
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Rev.01/0i

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Date of Submission

Company Name	late or 01)111.	(11) eurgiu l'lll11g Fee	(b) Number of Forms Submitted per company	(c) Georgia Fees (a) x (b)	(d) Retaliatory Fees (fee charged by insurer's domiciliary state for identical filing)	(e) Subtota !Greater of, (d))
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