

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ROXANNE THOMAS and)	
JAMES THOMAS,)	
)	
Plaintiffs,)	No. 20-cv-06453
)	
v.)	Judge Charles R. Norgle, Sr.
)	
GEICO CASUALTY COMPANY,)	
)	
Defendant)	
)	

**GEICO'S MEMORANDUM IN SUPPORT OF ITS
MOTION TO DISMISS PLAINTIFFS' COMPLAINT**

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Defendant GEICO Casualty Company (“GEICO”), by and through its attorneys Duane Morris LLP, respectfully moves this Honorable Court, pursuant to Federal Rule of Civil Procedure 12(b)(6), for dismissal of Plaintiffs’ Complaint with prejudice and, in support thereof, states as follows:

INTRODUCTION

Plaintiffs have auto insurance through GEICO Casualty Company.¹ During the pandemic, GEICO advised that it would give its policyholders a “15% discount on new and renewal policies.” (Cmplnt, ¶ 25.) Plaintiffs have not alleged that GEICO violated any statutory mandate. Instead, Plaintiffs contend that a 15% discount over a six-month period, which continued for policies issued or renewed through October 7, 2020, is inadequate. Plaintiffs seek a declaration of inadequacy (Count I), assert a violation of the Illinois Consumer Fraud Act (Count II), assert common law fraud (Count III), assert “bad-faith breach of contract” (Count IV), and assert unjust enrichment (Count V). Plaintiffs also seek to certify a class of GEICO policyholders for the same claims.

The Complaint should be dismissed because it fails to state a claim as a matter of law. GEICO did not breach any term of the insurance policy, and it provided full transparency to Plaintiffs on their discount. GEICO voluntarily provided this discount to its policyholders for future policy periods and was not obliged to provide the discount for prior policy periods. GEICO was under no contractual, statutory, or regulatory duty to make any “giveback” at all.

GEICO never made a false or deceptive statement about the Giveback Program. It offered and gave a 15% discount, and provided a “Giveback Estimator” for policyholders to view their discounts to the dollar. No reasonable policyholder would have understood the discount to be

¹ Plaintiffs allege insurance by GEICO General Insurance Company (Cmplnt, ¶ 4), but name GEICO Casualty Company as a defendant. For purposes of this Motion, it will be assumed that Plaintiffs intend to refer to GEICO Casualty Company.

anything other than 15% for future policy periods. The unjust enrichment claim fails too because it is premised on GEICO's statements that were, in fact, true and honored.

Plaintiffs are asking the Court to allow a jury trial to retroactively reform clear and unambiguous policy terms, and to change the auto insurance premiums of thousands of Illinois policyholders. Yet, there is no legal basis to reform the contract, and to recalculate the premium. This is especially so where Plaintiffs could have canceled their auto insurance policy at any time, received a *pro rata* refund, and signed up with another insurer for a different deal.

Plaintiffs offer an unfairly one-sided perspective. Plaintiffs consider only unexpectedly lesser auto damage losses. But in the realm of insurance, unexpected events can run in both directions. In the next year, or even during the remainder of Plaintiffs' current policy period, there may be unexpectedly greater auto damage losses due to floods, wildfires, hail storms, or sophisticated auto-theft enterprises, to name just some of the fortuities of insurance risk. If there are unexpectedly greater auto damage losses, one can be sure that there will be no class-action complaints seeking to retroactively *increase* auto-insurance premiums because GEICO had to pay more than it had expected to pay. Plaintiffs' car could be wrecked or stolen tomorrow, and GEICO could not (and would not) then seek to retroactively increase their premium on that basis.

THE COMPLAINT'S ALLEGATIONS

Plaintiffs are Illinois residents who hold a GEICO auto insurance policy. (Cmplnt, ¶ 3). Plaintiffs do not allege that GEICO violated a single insurance statute or regulation. Instead, Plaintiff's complaint is that GEICO's 15% discount for six months was "grossly inadequate." (*Id.*, ¶ 24). Plaintiffs allege nothing about their own driving history. They do not allege what information they provided to GEICO in applying for, and then renewing, their insurance policy.

The Complaint details the spread of COVID-19 and the Illinois Governor’s stay-at-home orders. (*Id.*, ¶¶ 10-16). Third parties reported decreased driving during the pandemic. (*Id.*, ¶¶ 18-19). GEICO allegedly collected “grossly excessive” premiums. (*Id.*, ¶ 22). GEICO allegedly secured “an unearned and unfair windfall.” (*Id.*, ¶ 24).

Under the “GEICO Giveback,” GEICO advised policyholders that it will provide a 15% discount on new and renewal policies for a six-month period. (*Id.*, ¶ 25). GEICO’s website explained:

How much is the credit?

The credit will be 15% of your posted new business or renewal amount that are not issued through a required ceded or AIP insurance plan. See “What is a ceded or AIP insurance plan for ceded policies”? Current policyholders do not need to do anything to receive this credit.

How will I get the credit?

You don’t need to do anything. It will be automatically applied to your next renewal, or if you purchase a new policy, to your second payment. We encourage you to monitor your policy on the GEICO Mobile app or geico.com. Once the credit has been applied, you will be able to verify it online.

Exhibit 1, at *2, *3 (GEICO website FAQs on the Giveback).

GEICO also provided the “GEICO Giveback Credit Estimator” on its website:

The GEICO Giveback Credit Estimator

GEICO is providing a 15% credit to our GEICO Auto, Motorcycle, and RV policyholders. Existing policyholders who qualify for the credit can use this tool to determine the date and approximate credit amount you'll receive.

What is the length of your policy?

6 months

12 months

Current Policy Effective Date?

How much is your total premium?

\$

[Calculate](#)

Exhibit 1, at last page (GEICO website).

Plaintiffs do not allege an expressly false statement by GEICO. Instead, Plaintiffs allege that GEICO “concealed from its Illinois auto policyholders ... that such offer compares unfavorably to the COVID-19 premium relief offered by ... other Illinois auto insurers.” (*Id.*, ¶ 41). Plaintiffs do not allege whether they were aware of other auto insurers’ rates and offers. Plaintiffs do not allege how or why GEICO should have been required to provide them to Plaintiffs.

At any time, Plaintiffs have had the right under their auto insurance policy to cancel their auto insurance policy, and receive a *pro rata* refund. Their policy states:

6. CANCELLATION BY THE INSURED

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective. If this policy is cancelled, you may be entitled to a premium refund. The premium refund, if any, will be pro-rated.

See Exhibit 2 at page 34 of 40 (see bottom right for pagination).

Finally, Plaintiffs allege the presence of over a thousand similarly-situated policyholders in Illinois. (Cmplnt, ¶ 29(a)). Plaintiffs seek the certification of a class based on purportedly common questions of law and fact involving the “greater COVID-related premium relief” to these other GEICO policyholders. (*Id.*, ¶ 29(b)(ix)).

ARGUMENT

A motion to dismiss considers the legal sufficiency of claims in the light of allegations accepted as true in the Complaint. Materials incorporated by reference may also be considered. *Orgone Capital III, LLC v. Daubenspeck*, 912 F.3d 1039, 1044 (7th Cir. 2019). Here, they include GEICO's website explanation of its Giveback Program.

I. THE ICFA CLAIM SHOULD BE DISMISSED.

Plaintiffs' claim under Section 505/2 of the Illinois Consumer Fraud and Deceptive Business Practices Act has the following elements:

(1) the defendant undertook a deceptive act or practice; (2) the defendant intended that the plaintiff rely on the deception; (3) the deception occurred in the course of trade and commerce; (4) actual damage to the plaintiff occurred; and (5) the damage complained of was proximately caused by the deception.... [A] complaint made pursuant to the ICFA must be pled with the same specificity as that required under common law fraud.

Davis v. G.N. Mortg. Corp., 396 F.3d 869, 883 (7th Cir. 2005) (internal quotation marks and citations omitted). "When analyzing a claim under the ICFA, the allegedly deceptive act must be looked upon in light of the totality of the information made available to the plaintiff." *Id.* at 884.

ICFA claims are assessed from the perspective of the "reasonable consumer." *See, e.g., Galanis v. Starbucks Corp.*, 2016 WL 6037962, at *3 (N.D. Ill. Oct. 14 2016) (Durkin) (dismissing ICFA claim on the basis that the reasonable consumer would expect the ice in an iced drink to reduce the volume of the fluid content advertised for the size of the drink). The context of statements in considering allegations of falsity is also routinely considered. *Toulon v. Continental Casualty*, 877 F.3d 725, 735-36 (7th Cir. 2017) (upholding dismissal of ICFA claim on the basis of the full context of the language in the insurance policy); *Bober v. Glaxo Wellcome PLC*, 246 F.3d 934, 938-39 (7th Cir. 2001) (upholding dismissal of ICFA claim because information available

on the website would dispel any alleged issue of deception); *Killeen v. McDonald's Corp.*, 317 F. Supp. 3d 1012, 1013-14 (N.D. Ill. 2018) (Bucklo) (granting motion to dismiss an ICFA claim where available price information allowed consumer to see that “Extra Value Meal” could cost more than separate orders of same items). Rule 9(b) is also applied. *See, e.g., Page v. Alliant Credit Union*, 2020 WL 5076690, at *5 (N.D. Ill. Aug. 26, 2020) (Coleman) (dismissing ICFA claim for failure to satisfy Rule 9(b)).

The ICFA claim is based on GEICO’s representation that its Giveback Program is “fair and reasonable” and on GEICO’s alleged concealment that its Giveback Program “compares unfavorably to the COVID-19 premium relief offered by all or substantially all other Illinois auto insurers.” (Cmplnt, ¶¶ 40-41). Plaintiffs further allege that GEICO told them that they “can trust [GEICO] to support [them] during the coronavirus[.]” (*Id.*, ¶ 42).

These allegations come nowhere near satisfying Rule 9(b)’s particularity requirements. Beyond that, as set forth below, there is no false statement, there is no duty to support such a claim, and there is no allegation of materiality.

A. THERE WAS NO FALSE OR DECEPTIVE STATEMENT.

GEICO notified policyholders of a 15% discount upon renewal, for a six-month period, and that is exactly what GEICO delivered to Plaintiffs. The message is plain that policyholders will receive a 15% discount on policies issued or renewed over a six-month period, which continues to run through October 7, 2020. The website announced the genesis of the Giveback Program in the reduced driving resulting from the shelter-in-place orders, and then specified a 15% discount. The website also provided a “GEICO Giveback Estimator” for policyholders to calculate exactly how much of a discount they were due to receive, which would thus enable them to make

an informed decision of whether to renew their policy, or to cancel and switch to another auto insurer.

Plaintiffs say that GEICO made the “fair and reasonable” statement about the Giveback Program “implicitly, if not explicitly.” (Cmplnt, ¶ 47). Plaintiffs point to no such actual statement by GEICO. This plainly flunks Rule 9(b)’s particularity requirement.²

Even were Rule 9(b) satisfied, the wording “fair and reasonable” is a “vague and imprecise statement that is too indefinite to be enforced.” *Pennington v. Travelex Currency Systems, Inc.*, 114 F. Supp. 3d 697, 703 (N.D. Ill. 2015) (Tharp) (dismissing fraud and contract claims based on promise of “excellent exchange rates”). *See also Beraha v. Baxter Health Care Corp.*, 956 F.2d 1436, 1441 (7th Cir. 1992) (statement that a party would “do [its] very best to make project a success” was too vague to be enforceable); *Avery v. State Farm Mut. Auto. Ins. Co.*, 216 Ill.2d 100, 174 (2005) (“Describing a product as ‘quality’ or as having ‘high performance criteria’ are the types of subjective characterizations that Illinois courts have repeatedly held to be mere puffing.”).

B. GEICO HAD NO DUTY TO ADVERTISE COMPETITORS’ RATES.

Plaintiffs allege GEICO concealed that its “premium relief compares unfavorably to all or substantially all of the premium-relief programs established by other Illinois auto insurers in response to the COVID-19 crisis.” (Cmplnt, ¶¶ 27, 41).³ Plaintiffs imply a duty upon GEICO to advertise its competitors’ insurance rates and offers.

² This is no less true of the allegation of concealment. *See Pirelli Armstrong Tire Co. Retiree Med. Benefits Trust v. Walgreen Co.*, 631 F.3d 436, 441 (7th Cir. 2011) (when an ICFA claim alleges deception, Rule 9(b)’s heightened pleading standard applies).

³ GEICO vigorously denies this allegation. It is false, as GEICO’s six-month application of 15% was the most generous discount in the market. Nonetheless, GEICO accepts that the Court must accept the allegation as true in order to evaluate this Rule 12(b)(6) Motion.

There is no such duty in Illinois law. There is nothing found in the Seventh Circuit or in Illinois courts holding that a business has a duty to advise its customer or potential customer that other businesses have different prices. Jewel-Osco does not have a duty to disclose whether its price for a gallon of milk differs from other grocery stores. A Citgo station does not have a duty to advertise its competitors' prices for a gallon of gas.

Plaintiffs cannot say that GEICO owed Plaintiffs a fiduciary duty. “[U]nder Illinois law, no fiduciary relationship exists between an insurer and an insured.” *Toulon*, 877 F.3d at 737. Nor can Plaintiffs say that GEICO spoke a half-truth because there is no allegation that GEICO said anything about competitors' rates.

C. PLAINTIFFS DO NOT ALLEGE MATERIALITY.

Plaintiffs fail to allege that they would not have renewed their GEICO policy if they had known the terms offered by other auto insurers. This absence is fatal to their ICFA claim.

As explained by the Seventh Circuit:

Another reason why *Toulon* failed to state a claim for omission of a material fact under [the Illinois Consumer Fraud Act] is that she did not plead that she would not have bought the Policy if she had known about the premium increase after the expiration of the rate-stabilization period. “An omission is ‘material’ if the plaintiff would have acted differently had it been aware of it, or if it concerned the type of information upon which it would be expected to rely in making its decision to act.”

Toulon, 877 F.3d at 740 (citation omitted). *See also DOD Techs. v. Mesirow Ins. Servs., Inc.*, 381 Ill. App. 3d 1042 (1st Dist. 2008) (finding no actual damages where an insured failed to allege “that it would have bargained for better insurance prices” had it known of an insurance broker’s undisclosed commission costs).

This is no technicality. There is no suggestion of material reliance. Plaintiffs would not be expected to rely on something that they were not contractually entitled to. GEICO voluntarily

proposed and instituted the 15% discount. No policyholder had to do anything in order to be entitled to it upon renewal. Any policyholder was free to cancel or non-renew with GEICO, and to sign up with another auto insurer in Illinois.

For these reasons, the ICFA claim should be dismissed.

II. THE COMMON LAW FRAUD CLAIM SHOULD BE DISMISSED.

Plaintiffs allege a claim for Common Law Fraud (Count III). Its basis is that GEICO allegedly “represented to its Illinois auto policyholders” that its Giveback Program was “fair and reasonable,” and that GEICO “concealed ... its inadequacy and unfairness.” (Cmplnt, ¶¶ 47-48). The points in Section I(A) are incorporated by reference, and one additional argument is presented as a compelling reason to dismiss the common-law fraud claim with prejudice.

A. The Points in Section I Are Incorporated By Reference.

For reasons and authority stated above in Section I, Plaintiffs’ allegations violate Rule 9(b). The concealment allegation also presumes a legal duty that does not exist. Materiality is also not adequately alleged.

B. There Could Have Been No Justifiable Reliance.

There is an additional reason to dismiss the common-law fraud claim: the lack of justifiable reliance. Insurance rates are set in a competitive market (and filed with the Illinois Insurance Department). *Corbin v. Allstate Corp.*, 140 N.E.3d 810, 813 (5th Dist. 2019). A consumer may shop around. “There is nothing immoral, oppressive, unscrupulous or unethical about charging a consumer a price she is willing to pay.” *Flores v. United Airlines*, 426 F. Supp. 3d 520, 531 (N.D. Ill. 2019) (Alonso) (dismissing ICFA claim over allegedly inflated price for travel insurance policy).

Nothing kept Plaintiffs from looking at other insurance rates on offer. Plaintiffs do not plead that they did (or did not) look at other auto insurers' rates. Pleading that GEICO's Giveback Program "compares unfavorably" to others' programs simply begs the question as to whether Plaintiffs knew this, and, if not, why. *See Davis*, 396 F.3d at 883 (citation omitted) ("fraud claim cannot be met as a matter of law" where plaintiffs did "not avail [themselves] of the means of knowledge open to [them]").

For these reasons, including the ones from the prior sections incorporated by reference, the claim for common-law fraud should be dismissed.

III. THE CLAIM FOR "BAD-FAITH BREACH OF CONTRACT" SHOULD BE DISMISSED.

Plaintiffs' "Bad-Faith Breach of Contract" claim (Count IV) is based on GEICO allegedly breaching "the implied covenant of good faith and fair dealing" in the policy with "grossly inadequate" premium relief. (Cmplnt, ¶ 57).⁴

"It is settled law in Illinois [] that a breach of good faith and fair dealing cannot be an independent cause of action." *7-Eleven, Inc. v. Shakti Chicago, Inc.*, 2019 WL 3387001, at *3 (N.D. Ill. July 26, 2019) (Coleman) (dismissal for failure to state a claim); *Fair Isaac Corp. v. Trans Union*, 2019 WL 1436018, at *3 (N.D. Ill. March 30, 2019) (Coleman) (same); *McArdle v. Peoria School Dist. No. 150*, 705 F.3d 751, 755 (7th Cir. 2013) ("The obligation of good faith and fair dealing is used as an aid in construing a contract under Illinois law, but does not create an

⁴ "Bad faith" in Illinois insurance disputes is synonymous with Section 155 of the Illinois Insurance Code, which concerns an insurer's "unreasonable and vexatious" refusal to comply with its policy obligations. *See Propitious LLC v. Badger Mut. Ins. Co.*, 2019 WL 480008, at *6 (N.D. Ill. Feb. 7, 2019) (Kim) (explaining Section 155 and rejecting "bad faith" claim). That is clearly not the thrust of the Complaint.

independent cause of action.”); *Page*, 2020 WL 5076690, at *5 (dismissing with prejudice stand-alone claim for breach covenant of good faith).

To establish a breach of the implied duty of good faith, “a party must demonstrate that ‘the contract vested the opposing party with discretion in performing an obligation under the contract and the opposing party exercised that discretion in bad faith....’” *Fair Isaac*, 2019 WL 1436018, at *3 (citing *LaSalle Bank Nat’l Assoc. v. Paramount Properties*, 588 F. Supp. 2d 840, 857 (N.D. Ill. 2008) (St. Eve)). Here, there are no such allegations in the Complaint. Plaintiff points to no term in the insurance policy that was allegedly breached – much less any term in the insurance policy that confers discretion that was allegedly exercised by GEICO in bad faith.

The claim for breach of contract should thus be dismissed.

IV. THE UNJUST ENRICHMENT CLAIM SHOULD ALSO BE DISMISSED.

Plaintiffs allege that “GEICO has unjustly retained a benefit” which “violates fundamental principles of justice, equity, and good conscience.” (Cmplnt, ¶ 60). There are two reasons why this claim for unjust enrichment (Count V) fails.

A. IT FALLS ALONG WITH THE ICFA CLAIMS.

“When an unjust enrichment claim is premised on an allegedly fraudulent representation, ... that claim inherently fails if the representation in question is not fraudulent.” *Abramov v. Home Depot, Inc.*, 2018 WL 1252105 (N.D. Ill. March 12, 2018) (Coleman) (citing *Ass’n Benefit Servs., Inc. v. Caremark RX, Inc.*, 493 F.3d 841, 855 (7th Cir. 2007)). Because the Consumer Fraud Act claims are premised on a purportedly false statement on GEICO’s website, and because there is no such false statement (for the reasons discussed above), the claim for unjust enrichment should also be dismissed.

B. THE INSURANCE POLICY PREEMPTS THE UNJUST ENRICHMENT CLAIM.

An unjust enrichment claim is also incompatible with the existence of an insurance policy between an insurer and its policyholder. As explained by the Seventh Circuit:

An additional reason why Toulon’s claim for unjust enrichment was properly dismissed was because there was an actual contract that governed her relationship with Continental. ‘A claim for unjust enrichment is “based upon an implied contract; where there is a specific contract that governs the relationship of the parties, the doctrine has no application.”’ There is no question that a contract for insurance governs the relationship between Toulon and Continental.... For this additional reason, the district court was correct to dismiss her claim for unjust enrichment.

Toulon, 877 F.3d at 742 (citations omitted). *See also Page*, 2020 WL 5076690, at *5 (dismissing unjust enrichment claim because plaintiff “incorporated her breach of contract allegations into her equitable claims”).

V. THE DECLARATORY RELIEF CLAIM SHOULD BE DISMISSED AS WELL.

Plaintiffs allege a claim for declaratory judgment (Count I) that duplicates their other claims. In their declaratory judgment claim, they first incorporate all of their preceding allegations (Cmplnt, ¶ 30), and then allege that they seek “full and fair COVID-related premium relief.” (*Id.*, ¶ 31). Their contract claim (Count IV) also seeks “COVID-related premium relief.” (*Id.*, ¶ 58). So do their other claims.

Plaintiffs’ declaratory judgment claim should be dismissed, a routine fate for such duplicative claims. *See, e.g., North American Elite Ins. Co. v. Menard, Inc.*, 2020 WL 5810411, at *7 (N.D. Ill. Sept. 30, 2020) (Ellis) (dismissing declaratory judgment claim that was duplicative of contract claim); *Frazin v. Paul Revere Life Ins. Co.*, 2018 WL 1561732, at *5 (N.D. Ill. March 30, 2018) (Durkin) (dismissing declaratory judgment claim that sought contract relief in a different form); *Lansing v. Carroll*, 868 F. Supp. 2d 753, 764 (N.D. Ill. 2012) (Manning) (dismissing a

declaratory judgment claim because it failed to raise anything not raised in the breach of contract claim).

CONCLUSION

For these reasons, GEICO respectfully requests that this Honorable Court dismiss the Complaint with prejudice, and enter any other relief deemed necessary and proper.

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EXHIBIT 1



[Home \(/\)](#) > [About GEICO | Corporate Links and Resources \(/about/\)](#) > [COVID-19: GEICO is Here to Help \(/about/coronavirus/\)](#)

FAQs About The GEICO Giveback

Last Updated: July 23, 2020

There's nothing you need to do to get the credit.

GEICO will apply all credits automatically at renewal for auto, motorcycle, and RV policies. Your credit will be reflected on your paperwork at renewal between:

- 04/08/2020 – 10/07/2020 for 6-month policies
- 04/08/2020 – 04/07/2021 for 12-month policies

You can estimate your credit amount and see when to expect it with [The GEICO Giveback Estimator \(/about/coronavirus/estimator/\)](#).

When will I get the credit?

You will get the credit when your policy renews; it will apply to your first payment. Any additional credit you receive will be applied to the next payment. For new policies that qualify, it will apply to your second payment.

What if I'm driving less?

We know that shelter in place laws have reduced driving, and we are passing these savings on to our auto, motorcycle, and RV customers.

How much is the credit?

The credit will be 15% of your posted new business or renewal amount that are not issued through a required ceded or AIP insurance plan. See "What is a ceded or AIP insurance plan for ceded policies?" Current policyholders do not need to do anything to receive this credit.

If I'm paying in full, why am I getting a refund?

We are working hard to apply the credit to every policy that qualifies. If you have already paid your renewal premium in full, or paid in full for a new GEICO policy, when the credit is applied, you will receive a refund due to the credit. We appreciate your patience.

I'm an essential worker and still driving. Will I still get the discount?

Absolutely! We're in this together, and we thank you for all you're doing. We know some people are still driving but we're giving the 15% credit to every eligible customer.

Why are we doing this?

GEICO is giving back to our customers during this critical time because we are all in this together. We value our customers and understand how this pandemic has created challenges for all of us. We also know that shelter in place laws have reduced driving, and we are passing these savings on to our auto, motorcycle, and RV customers.

What if my policy renewed prior to April 8, 2020?

You won't miss out. The credit will be applied to your next renewal which should fall within The GEICO Giveback time period.

Are you going to increase my rates to offset this?

No. Rates are determined by many factors and in no way would we ever increase our rates due to offering a policy benefit. We are in this together and The GEICO Giveback offers a 15% policy credit to our customers.

What if my policy renewed since April 8, 2020, and I have already made a payment?

Thank you for being a loyal GEICO customer! The 15% credit of your total policy premium will be applied. If you paid in full, a refund will be issued for the difference in your total premium. Others on payment plans, the 15% credit will still apply to your total policy premium applied to the next payment due.

How will I get the credit?

You don't need to do anything. It will be automatically applied to your next renewal or, if you purchase a new policy, to your second payment. We encourage you to monitor your policy on the GEICO Mobile app or geico.com. Once the credit has been applied, you will be able to verify it online.

What if the credit is larger than my monthly payment?

If the credit is greater than the monthly payment, any additional credit will be applied to the next payment due.

Can you credit my policy now?

The GEICO Giveback will give you a 15% credit on your total 6-month or 12-month premium when your policy renews. In the meantime, we are providing as much flexibility as possible with current bills.

Will I get the credit if I have a 12-month policy?

Yes. Eligible customers who have 12-month policies will receive the credit at their next renewal. The credit will be applied as those policies come up for renewal between April 8, 2020 and April 7, 2021, in addition to, new 12-month policies purchased with an effective date between April 8, 2020 and October 7, 2020.

What do you mean by renewal?

For example, you may have policy with a 6-month term. At the end of the 6-month period, the policy may be renewed to provide continuous coverage.

What if I can't pay my bill today?

We will continue to offer payment options to meet your needs.

Are taxes, fees, or surcharges eligible for the credit?

Taxes, fees, or surcharges included in the 6-month or 12-month premium are eligible for the 15% credit. Examples of taxes, fees, or surcharges that do not qualify for the credit include, but are not limited to:

- California Fraud Assessment Recoupment Fee
 - California Reissue Fee
 - Certificate of Financial Responsibility (CFR) Filing Fees
 - Colorado Auto Theft Prevention Fee
 - Kentucky City Tax
 - Kentucky Surcharge Fee
 - Minnesota Auto Theft Prevention Surcharge
 - North Carolina Commercial Recoupment Fee
 - North Carolina Clean Risk Allocation Fee
 - New York Law Enforcement Fee
 - Returned Check Fee
 - Service Charges
 - Texas Theft Prevention Charge
-

Which policy types does The GEICO Giveback apply to?

The GEICO Giveback applies to GEICO Personal Auto, Motorcycle, and RV policies that are not issued through a required ceded or AIP insurance plan.

Will I be able to see this on my bill?

Yes.

Can this be applied to what I owe?

When your policy renews, the credit will be applied to your renewal premium or any outstanding balance on that policy.

What is a ceded or AIP insurance plan?

Ceded policies are reinsured by the North Carolina Reinsurance Facility (NCRF) for applicants who do not meet our voluntary underwriting standards. It is a state-mandated program established to assure automobile coverage to qualified North Carolina drivers who cannot obtain coverage elsewhere.

AIP insurance plans apply when a driver or vehicle owner cannot qualify for insurance in the regular market. He or she must get coverage through a state assigned risk plan which specifies that each company must accept a proportionate share of these drivers/owners.

Ceded* and AIP policies do not qualify for the credit because the premium collected on these policies are remitted to the state or Reinsurance Facility and not retained by GEICO.

*Premiums for voluntary coverages retained by GEICO on North Carolina ceded policies qualify for The GEICO Giveback. A 15% credit will apply to collision, other than collision, towing and labor, extended transportation expense coverage, mechanical breakdown insurance, and customizing equipment and coverage for audio, visual, and data electronic equipment premiums, if carried, on these policies.

Have questions about Payment Assistance?

Review our list of frequently asked questions [/about/coverage/payment-assistance/](#)

Download GEICO Mobile to get the latest info.

The fastest way to get answers for policy questions, COVID-19, and The GEICO Giveback. We're here for you 24/7.

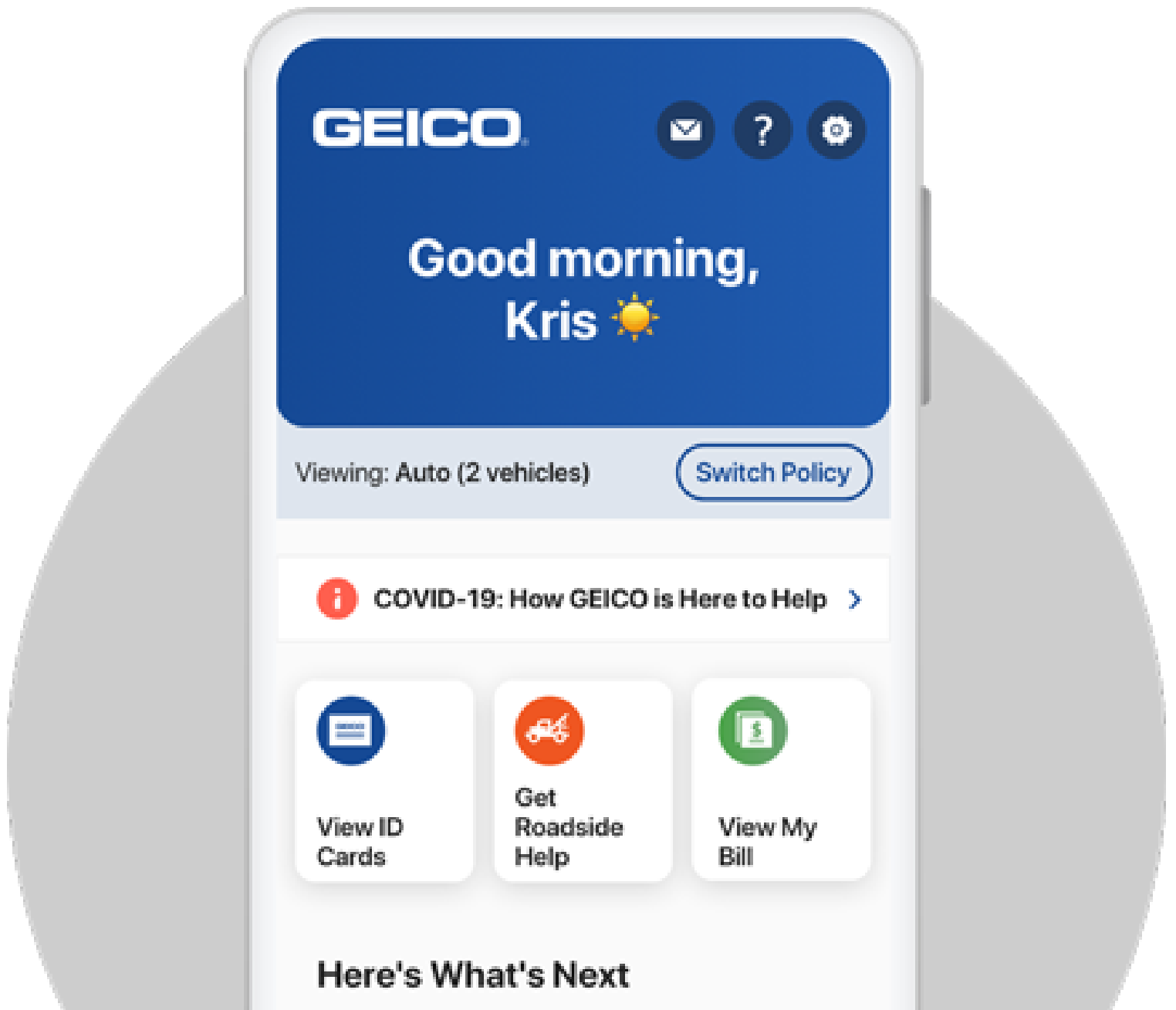


(<https://itunes.apple.com/us/app/id331763096>)



(<https://play.google.com/store/apps/details?id=com.geico.mobile>)

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[Home \(/\)](#) > [About GEICO | Corporate Links and Resources \(/about/\)](#) > [COVID-19: GEICO is Here to Help \(/about/coronavirus/\)](#)

The GEICO Giveback Credit Estimator

GEICO is providing a 15% credit to our GEICO Auto, Motorcycle, and RV policyholders. Existing policyholders who qualify for the credit can use this tool to determine the date and approximate credit amount you'll receive.

What is the length of your policy?



6 months



12 months

Current Policy Effective Date

MM/DD/YYYY



How much is your total premium?

\$ 0.00

CALCULATE

Still have questions? Refer to our [FAQs about The GEICO Giveback \(/about/coronavirus/giveback/\)](#).

The GEICO Giveback estimator is an educational tool to help you estimate the amount you'll receive as a credit and the date it will be applied to your next renewal. The information provided is not intended to recommend specific insurance coverage. The amounts displayed in the estimator are based on the amount entered as your current premium, and could increase or decrease based on your renewal premium amount. Please also note that this tool does not present every coverage option, tax, or fee for each state and situation.

EXHIBIT 2

GEICO
ONE GEICO PLAZA
Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

Illinois Family Automobile Insurance Policy

GEICO CASUALTY COMPANY

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Whenever, "he," "his," "him," "himself" appears in this policy, you may read "she," "her," "hers," or "herself."

AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with *you*, the policyholder. Relying on the information *you* have furnished and the declarations attached to this policy and if *you* pay *your* premium when due, we will do the following:

SECTION I - LIABILITY COVERAGES

Your Protection Against Claims from Others

Bodily Injury Liability and Property Damage Liability

DEFINITIONS

The words italicized in Section I of this policy are defined below.

1. **Auto business** means the business of selling, repairing, renting, leasing, brokering, servicing, storing, transporting or parking of autos.
2. **Bodily injury** means bodily injury to a person, including resulting sickness, disease or death.
3. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
4. **Insured** means a person or organization described under **PERSONS INSURED**.
5. **Non-owned auto** means a **private passenger auto**, **farm auto**, **utility auto** or **trailer** not owned by or furnished for the regular use of either *you* or *your relative*, other than a **temporary substitute auto**. *You* or *your relative* must be using the **non-owned auto** or **trailer** within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use. A **non-owned auto** does not include:
 - (a) any motor vehicle rented or leased by *you* or a **relative** for the purpose of providing **ride-sharing** services. A motor vehicle is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the motor vehicle to be used for **ride-sharing** with a **transportation network company**; or
 - (b) any motor vehicle rented or leased by *you* or a **relative** which is registered for use for **ride-sharing** with a **transportation network company**; or
 - (c) any motor vehicle rented or leased by *you* or a **relative** which is approved for use for **ride-sharing** by a **transportation network company**; or
 - (d) any motor vehicle rented or leased by *you* or a **relative** which displays an interior or exterior marking that identifies the motor vehicle as a vehicle for hire.
6. **Owned auto** means:
 - (a) A vehicle described in this policy for which a premium charge is shown for these coverages;
 - (b) A **trailer** owned by *you*;
 - (c) A **private passenger auto**, **farm auto** or **utility auto**, ownership of which *you* acquire during the policy period or for which *you* enter into a lease during the policy period for a term of six months or more, if
 - (i) It replaces an **owned auto** as defined in (a) above; or
 - (ii) We insure all **private passenger autos**, **farm autos** and **utility autos** owned or leased by *you* on the date of the acquisition, and *you* ask us to add it to the policy no more than 30 days later;
 - (d) A **temporary substitute auto**.
7. **Private passenger auto** means a four-wheel private passenger, station wagon or jeep-type auto.
8. **Relative** means a person related to *you* by blood, marriage, civil union, or adoption who resides in *your* household.
9. **Temporary substitute auto** means an automobile or **trailer**, not owned by *you*, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the **owned auto** or **trailer** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

A **temporary substitute auto** does not include:

- (a) any motor vehicle rented or leased by *you* or a **relative** for the purpose of providing **ride-sharing** services. A motor vehicle is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the motor vehicle to be used for **ride-sharing** with a **transportation network company**; or
- (b) any motor vehicle rented or leased by *you* or a **relative** which is registered for use for **ride-sharing** with a **transportation network company**; or
- (c) any motor vehicle rented or leased by *you* or a **relative** which is approved for use for **ride-sharing** by a **transportation network company**; or

(d) any motor vehicle rented or leased by **you** or a **relative** which displays an interior or exterior marking that identifies the motor vehicle as a vehicle for hire.

10. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger auto**, **farm auto** or **utility auto**.
11. **Utility auto** means a vehicle, other than a **farm auto**, with a gross vehicle weight of 15,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
12. **War** means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution.
13. **You** and **your** mean the Named Insured shown in the Declarations or his or her spouse or party to a civil union, if a resident of the same household.
14. **Personal vehicle sharing program** means a business, organization, network or group facilitating the sharing of private passenger motor vehicles for use by individuals or businesses.
15. **Ride-sharing** means the use of any vehicle by any **insured** in connection with a **transportation network company** from the time an **insured** logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time an **insured** logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).
16. **Transportation network company** means a company or organization facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers for compensation or a fee.

LOSSES WE WILL PAY FOR YOU UNDER SECTION I

Under Section I, we will pay damages which an **insured** becomes legally obligated to pay because of:

1. **Bodily injury**, sustained by a person, or
2. Damage to or destruction of property; arising out of the ownership, maintenance or use of the **owned auto** or a **non-owned auto**. We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered lawsuit.
3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
 - (a) Before judgment, where owed by law, and until we pay, offer to pay, or deposit in court the amount due under this coverage;
 - (b) After the judgment, and until we pay, offer to pay, or deposit in court, the amount due under this coverage.
4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of our liability.
5. Premiums for bail bonds paid by an **insured** due to traffic law violations arising out of the use of an **owned auto** or **non-owned auto**, not to exceed \$250 per bail bond.
6. We will upon request by an **insured**, provide reimbursement for the following items:
 - (a) Costs incurred by any **insured** for first aid to others at the time of an accident involving an **owned auto** or **non-owned auto**.
 - (b) Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.
 - (c) All reasonable costs incurred by an **insured** at our request.

Your available limits of liability coverage will not be reduced by our payment of any costs listed under this provision.

EXCLUSIONS

When Section I Does Not Apply

Section I does not apply to any claim or suit for damage if one or more of the exclusions listed below applies.

Section I does not apply:

1. To **bodily injury** to any **insured** or any family member of an **insured** residing in the **insured's** household. **Insured** means the person against whom claim is made or suit is brought if that person is an **insured** as defined in Section I of the policy.
This exclusion does not apply:
 - (a) When a third party acquires a right of contribution against a member of the injured person's family; or
 - (b) When any person not in the **insured's** household was driving the vehicle of the **insured** involved in the accident.

2. To **bodily injury** or property damage arising out of the ownership, maintenance, or use of any vehicle:
 - (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
 - (b) while being used for **ride-sharing**.
 However, this exclusion does not apply to a vehicle used in an ordinary car pool or where **bodily injury** or property damage results from **your** occupancy of such a non-owned vehicle as other than the operator.
 An ordinary car pool is one where:
 - (i) An **insured** receives no payment for using a vehicle for a car pool ride; or
 - (ii) An **insured** receives only reimbursement for expenses for using a vehicle for a car pool ride, the reimbursement an **insured** receives for providing the car pool ride does not exceed the reasonable cost of gas and depreciation for the distance traveled, and the reimbursement received by an **insured** is not required to be reported for income tax purposes.
3. To **bodily injury** or property damage caused intentionally by or at the direction of an **insured**.
4. To **bodily injury** or property damage that is insured under a nuclear liability policy.
5. To **bodily injury** or property damage arising from the operation of farm machinery.
6. To **bodily injury** to an employee of an **insured** arising out of and in the course of employment by an **insured**.
 However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.
7. To **bodily injury** to a fellow employee of an **insured** if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend **you** if suit is brought by a fellow employee against **you** alleging use, ownership or maintenance of an auto by **you**.
8. To a **non-owned auto** while maintained or used by any person while such person is employed or otherwise engaged in (1) any **auto business** if the accident arises out of that business; (2) any other business or occupation of any **insured** if the accident arises out of that business or occupation except a **private passenger auto** used by **you** or **your** chauffeur or domestic servant while engaged in such other business.
9. To property owned, operated, transported or used by an **insured**.
10. To property rented to or in charge of an **insured** other than a residence or private garage.
11. To an auto acquired by **you** during the policy term, if **you** have purchased other liability insurance for it.
12. To the United States of America or any of its agencies.
13. To any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.
14. To any liability assumed under any contract or agreement.
15. To:
 - (a) **bodily injury** or property damage caused by an auto driven in or preparing for any prearranged or organized racing, speed, or demolition contest or stunting activity of any nature; or
 - (b) the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.
16. For any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
17. To any motor vehicle, or series of motor vehicles, leased by **you** or a **relative** for less than six months unless the motor vehicle is described, and premium charge is shown for the vehicle for this coverage, in the declarations of this policy.
18. To any motor vehicle, or series of motor vehicles, regularly rented by **you** or a **relative** on a daily, weekly or monthly basis unless the vehicle is described, and a premium charge is shown for the motor vehicle for this coverage, in the declarations of this policy.

PERSONS INSURED

Who Is Covered

Section I applies to the following as *insureds* with regard to an *owned auto*:

1. **You** and **your relatives**;
2. Any other person using the auto with **your** permission. The actual use must be within the scope of that permission;
3. Any other person or organization for his or its liability because of acts or omissions of an *insured* under 1. or 2. above.

Section I applies to the following with regard to a *non-owned auto*:

1. (a) **You**;
(b) **Your relatives** when using a *private passenger auto*, *farm auto* or *utility auto* or *trailer*.
Such use by **you** or **your relatives** must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permission;
2. A person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an *insured* under 1. above.
The limits of liability stated in the declarations are our maximum obligations regardless of the number of *insureds* involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law. The *insured* agrees to reimburse us for payments made by us which we would not have had to make except for this agreement.

OUT OF STATE INSURANCE

When the policy applies to the operation of a motor vehicle outside of **your** state, we agree to increase **your** coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that **you** are protected by another insurance policy. No person can be paid more than once for any item of loss.

LIMITS OF LIABILITY

Regardless of the number of autos or *trailers* to which this policy applies:

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages resulting from *bodily injury* sustained by one person in any one accident or occurrence. Included in this limit, but not as a separate claim or claims, are all the consequential damages sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow, and emotional distress.
2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including all the consequential damages sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow, and emotional distress, resulting from *bodily injury* sustained by two or more persons as the result of one accident or occurrence.
3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

OTHER INSURANCE

If there is other applicable primary liability insurance available for the *insured*, we will pay only our share of the damages. Our share of the damages is the proportion that our limit of liability bears to the total of all primary liability insurance available for the *insured*.

Any insurance we provide for a *non-owned auto* shall be excess over any other applicable liability insurance available for the *insured*. If the *insured* has other applicable excess liability insurance that applies to the *non-owned auto*, we will pay only our share of the damages. Our share of the damages is the proportion that our limit of liability bears to the total of all applicable excess liability insurance available for the *insured*.

CONDITIONS

The following conditions apply to Section I:

1. NOTICE

As soon as possible after an occurrence, written notice must be given us or our authorized agent stating:

- (a) The identity of the *insured*;
- (b) The time, place and details of the occurrence;
- (c) The names and addresses of the injured, and of any witnesses; and

(d) The names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an **insured**, he must promptly send us each demand, notice, summons or other process received.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the occurrence;
- (b) In making settlements;
- (c) In the conduct of suits;
- (d) In enforcing any right of contribution or indemnity against any legally responsible person or organization because of **bodily injury** or property damage;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

Only at his own cost will the **insured** make a payment, assume any obligation or incur any cost other than for first aid to others.

4. ACTION AGAINST US

No suit will lie against us:

- (a) Unless the **insured** has fully complied with all the policy's terms and conditions, and
- (b) Until the amount of the **insured's** obligation to pay has been finally determined, either:
 - (i) By a final judgment against the **insured** after actual trial; or
 - (ii) By written agreement of the **insured**, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the **insured**, has a right under this policy to make us a defendant in an action to determine the **insured's** liability.

Bankruptcy or insolvency of the **insured** or his estate will not relieve us of our obligations.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION II - AUTO MEDICAL PAYMENTS

Protection For You And Your Passengers For Medical Expenses

DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage.

In addition, under this Coverage, **occupying** means in or upon or entering into or alighting from.

PAYMENTS WE WILL MAKE

Under this Coverage, we will pay all reasonable expenses actually incurred by an **insured** within one year from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The one year limit does not apply to funeral services.

This Coverage applies to:

1. **You** and each **relative** who sustains **bodily injury** caused by accident:
 - (a) While **occupying** the **owned auto**; or
 - (b) While **occupying** a **non-owned auto** if **you** or **your relative** reasonably believe **you** have the owner's permission to use the auto and the use is within the scope of that permission; or
 - (c) When struck as a pedestrian by an auto or **trailer**.
2. Any other person who sustains **bodily injury** caused by accident while **occupying** the **owned auto** while being used by **you**, a resident of **your** household, or other persons with **your** permission.

EXCLUSIONS**When Section II Does Not Apply**

1. There is no coverage for **bodily injury** arising out of the ownership, maintenance, or use of an **owned auto** or **non-owned auto** while being used:

- (a) to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
- (b) for **ride-sharing**.

However, this exclusion will not apply to ordinary car pools. An ordinary car pool is one where:

- (i) An **insured** receives no payment for using a vehicle for a car pool ride; or
- (ii) An **insured** receives only reimbursement for expenses for using a vehicle for a car pool ride, the reimbursement an **insured** receives for providing the car pool ride does not exceed the reasonable cost of gas and depreciation for the distance traveled, and the reimbursement received by an **insured** is not required to be reported for income tax purposes.

This exclusion does not apply to **you** or any **relative** while a passenger and not operating the vehicle.

- 2. There is no coverage for an **insured** while **occupying** a vehicle located for use as a residence or premises.
- 3. **You** and **your relatives** are not covered for **bodily injury** sustained while **occupying** or when struck by:
 - (a) A farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
 - (b) A vehicle operated on rails or crawler-treads.
- 4. There is no coverage for persons employed in the **auto business**, if the accident arises out of that business and if benefits are required to be provided under a workers' compensation law.
- 5. There is no coverage for **bodily injury** sustained due to **war**.
- 6. The United States of America or any of its agencies are not covered as an **insured**, a third party beneficiary, or otherwise.
- 7. There is no coverage for:
 - (a) **bodily injury** caused by an auto driven in or preparing for any prearranged or organized racing, speed, or demolition contest or stunting activity of any nature; or
 - (b) the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.
- 8. There is no coverage for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
- 9. There is no coverage for **bodily injury** sustained by any **insured** while operating, **occupying**, or when struck as a pedestrian by any vehicle leased by **you** or a **relative** for less than six months unless the vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.
- 10. There is no coverage for **bodily injury** sustained by any **insured** while operating, **occupying**, or when struck as a pedestrian by any vehicle regularly rented by **you** or a **relative** on a daily, weekly or monthly basis unless the vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.
- 11. There is no coverage for **bodily injury** to any **insured** arising out of:
 - (a) any motor vehicle rented or leased by **you** or a **relative** for the purpose of providing **ride-sharing** services. A motor vehicle is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the motor vehicle to be used for **ride-sharing** with a **transportation network company**; or
 - (b) any motor vehicle rented or leased by **you** or a **relative** which is registered for use for **ride-sharing** with a **transportation network company**; or
 - (c) any motor vehicle rented or leased by **you** or a **relative** which is approved for use for **ride-sharing** by a **transportation network company**; or
 - (d) any motor vehicle rented or leased by **you** or a **relative** which displays an interior or exterior marking that identifies the motor vehicle as a vehicle for hire.

This exclusion does not apply if the rented or leased vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.

LIMIT OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to "each person" is the limit we will pay for all costs incurred by or on behalf of each person who sustains **bodily injury** in one accident. This applies regardless of the number of persons insured or the number of autos or **trailers** to which this policy applies.

OTHER INSURANCE

If the **insured** has other medical payments insurance against a **loss** covered by Section II of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide to a person who sustains **bodily injury** while **occupying** a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to this Coverage:

1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** has fully complied with all the policy terms.

4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records.

The injured person will submit to an examination by doctors chosen by us and at our expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the **insured**.

5. SUBROGATION

When we make a payment under this coverage, we will be subrogated (to the extent of payment made by us) to the rights of recovery the injured person or anyone receiving the payments may have against any person or organization. Such person will do whatever is necessary to secure our rights and will do nothing to prejudice them.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION III - PHYSICAL DAMAGE COVERAGES
Your Protection For Loss or Damage To Your Car

DEFINITIONS

The definitions of the terms **auto business, farm auto, personal vehicle sharing program, private passenger auto, relative, ride-sharing, temporary substitute auto, transportation network company, utility auto, you, your** and **war** under Section I apply to Section III also. Under this Section, the following special definitions apply:

- 1. Actual cash value** is the replacement cost of the auto or property less **depreciation** or **betterment**.
- 2. Betterment** is improvement of the auto or property to a value greater than its pre-loss condition.
- 3. Collision** means **loss** caused by upset of the covered auto or its collision with another object, including an attached vehicle.
- 4. Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:
 - (a) Are permanently installed or attached; or
 - (b) Alter the appearance or performance of a vehicle;

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This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.

5. **Depreciation** means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.
6. **Insured** means:
 - (a) Regarding the **owned auto**:
 - (i) **You** and **your relatives**;
 - (ii) A person or organization maintaining, using or having custody of the auto with **your** permission, if his use is within the scope of that permission.
 - (b) Regarding a **non-owned auto**; **you** and **your relatives**, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.
7. **Loss** means direct and accidental loss of or damage to:
 - (a) The auto, including its equipment; or
 - (b) Other insured property.
8. **Non-owned auto** means a **private passenger auto**, **farm auto** or **utility auto** or **trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You** or **your relative** must be using the auto or **trailer** within the scope of permission given by its owner. A motor vehicle rented or leased for more than 30 days will be considered as furnished for regular use.
A **non-owned auto** does not include:
 - (a) any motor vehicle rented or leased by **you** or a **relative** for the purpose of providing **ride-sharing** services. A motor vehicle is considered to have been rented or leased for the purpose of providing **ride-sharing** services, whether actually used for **ride-sharing** or not, if the rental or lease agreement specifically allows the motor vehicle to be used for **ride-sharing** with a **transportation network company**; or
 - (b) any motor vehicle rented or leased by **you** or a **relative** which is registered for use for **ride-sharing** with a **transportation network company**; or
 - (c) any motor vehicle rented or leased by **you** or a **relative** which is approved for use for **ride-sharing** by a **transportation network company**; or
 - (d) any motor vehicle rented or leased by **you** or a **relative** which displays an interior or exterior marking that identifies the motor vehicle as a vehicle for hire.
9. **Owned auto** means:
 - (a) Any vehicle described in this policy for which a specific premium charge indicates there is coverage;
 - (b) A **private passenger auto**, **farm auto** or **utility auto** or a **trailer**, ownership of which is acquired by **you** during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more; if
 - (i) It replaces an **owned auto** as described in (a) above, or
 - (ii) We insure all **private passenger autos**, **farm autos**, **utility autos** and **trailers** owned or leased by **you** on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward;
 - (c) A **temporary substitute auto**.
10. **Trailer** means a trailer designed to be towed by a **private passenger auto** and not used as a home, residence, office, store, display or passenger trailer. **Trailer** does not mean a trailer with built-in sleeping facilities designed for recreational or camping use.

LOSSES WE WILL PAY FOR YOU

Comprehensive (Excluding Collision)

1. We will pay for each **loss**, less the applicable deductible, caused other than by **collision**, to the **owned auto** or **non-owned auto**. This includes breakage of glass and **loss** caused by:

<ol style="list-style-type: none"> (a) Missiles; (b) Falling objects; (c) Fire; (d) Lightning; (e) Colliding with a bird or animal; (f) Windstorm; (g) Hail; (h) Water; 	<ol style="list-style-type: none"> (i) Theft; (j) Larceny; (k) Explosion; (l) Earthquake; (m) Flood; (n) Malicious mischief; (o) Vandalism; (p) Riot; or (q) Civil commotion
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At the option of the **insured**, breakage of glass caused by **collision** may be paid under the Collision Coverage, if included in the policy.

2. We will pay, up to \$200 per occurrence, less any deductible shown in the declarations, for **loss** to personal effects due to:
 - (a) Fire;
 - (b) Lightning;
 - (c) Flood;
 - (d) Theft of the entire automobile;
 - (e) Falling objects;
 - (f) Earthquake; or
 - (g) Explosion.

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

Collision

1. We will pay for **collision loss** to the **owned auto** or **non-owned auto** for the amount of each **loss** less the applicable deductible.
2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**.

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive Coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the **loss**.
Reimbursement will not exceed \$25 per day nor more than \$750 per **loss**.
2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.
3. We will pay for the replacement of a child passenger restraint system when the restraint system is in the insured auto at the time **loss**.

EXCLUSIONS

When The Physical Damage Coverages Do Not Apply

1. There is no coverage for any vehicle:
 - (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products or
 - (b) while being used for **ride-sharing**.

However, a vehicle used in an ordinary car pool is covered. An ordinary car pool is one where:

 - (i) An **insured** receives no payment for using a vehicle for a car pool ride; or
 - (ii) An **insured** receives only reimbursement for expenses for using a vehicle for a car pool ride, the reimbursement an **insured** receives for providing the car pool ride does not exceed the reasonable cost of gas and depreciation for the distance traveled, and the reimbursement received by an **insured** is not required to be reported for income tax purposes.
2. **Loss** due to **war** is not covered.
3. We do not cover **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.
4. There is no coverage for **loss** caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
5. Tires, when they alone are damaged by **collision**, are not covered.
6. **Loss** due to radioactivity is not covered.
7. **Loss** to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.
8. We do not cover **loss** to any radar or laser detector.
9. We do not cover **trailers** when used for business or commercial purposes with vehicles other than **private passenger autos, farm autos** or **utility autos**.
10. We do not cover **loss** for **custom parts or equipment**, in excess of \$1,000, unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
11. There is no coverage for any liability assumed under any contract or agreement.

12. There is no coverage for any **loss** or damage resulting from:
 - (a) The acquisition of a stolen vehicle;
 - (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle; or
 - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities.
 - (d) The sale of an **owned auto**.
13. There is no coverage for the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you**, a **relative** or a permissive user of the vehicle in illegal activity.
14. There is no coverage for any **loss** caused by:
 - (a) an auto driven in or preparing for any prearranged or organized racing, speed or demolition contest or stunting activity of any nature; or
 - (b) the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.
15. There is no coverage for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
16. We do not cover any vehicle, or series of vehicles, leased by **you** or a **relative** for less than six months unless the vehicle is described, and a premium charge is shown for the vehicle for this coverage, in the declarations of this policy.
17. We do not cover any vehicle, or series of vehicles, regularly rented by **you** or a **relative** on a daily, weekly or monthly basis unless the vehicle is described, and premium charge is shown for the vehicle for this coverage, in the declarations of this policy.

LIMIT OF LIABILITY

The limit of our liability for **loss**:

1. Is the **actual cash value** of the property at the time of the **loss**;
2. Will not exceed the prevailing competitive price to repair or replace the property at the time of **loss**, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution of value claimed to result from the **loss**. Although **you** have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price, which is the price we can secure from a competent and conveniently located repair facility. At **your** request, we will identify a repair facility that will perform the repairs at the prevailing competitive price;
3. To personal effects arising out of one occurrence is \$200;
4. To a **trailer** not owned by **you** is \$500;
5. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle. However, the most we will pay for **loss** to **custom parts or equipment** is \$1,000, unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
Actual cash value of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

1. NOTICE

As soon as possible after a **loss**, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) A description of the auto or **trailer**;
- (c) The time, place and details of the **loss**; and
- (d) The names and addresses of any witnesses.

In case of theft, the **insured** must promptly notify the police.

In the case of theft of the entire auto, the **insured** must promptly notify the police that the vehicle was stolen. To be eligible as a covered **loss**, the police report must acknowledge and classify the report as theft of a motor vehicle. The **insured** must cooperate fully with the policy investigation, with the prosecution of any person(s) charged with theft, and with any civil suit brought by us against the person(s) responsible to recover for the **loss**.

2. TWO OR MORE AUTOS

If this policy covers two or more autos or **trailers**, the limit of coverage and any deductibles apply separately to each.

3. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the **loss**;
- (b) In making settlements;
- (c) In the conduct of suits;
- (d) In enforcing any right of subrogation against any legally responsible person or organization;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of **loss** is determined.

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days.

5. INSURED'S DUTIES IN EVENT OF LOSS

In the event of **loss** the **insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 91 days after **loss**, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the **insured** will exhibit the damaged property.

6. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF LOSS

We may at our option:

- (a) Pay for the **loss**; or
- (b) Repair or replace the damaged or stolen property.

At any time before the **loss** is paid or the property replaced, we may return any stolen property to **you** or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for **loss** either with the **insured** or the owner of the property.

8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the **loss** of the auto.

9. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after **loss** to prejudice these rights. This means we will have the right to sue for or otherwise recover the **loss** from anyone else who may be held responsible.

10. ASSIGNMENT

With respect to Section III, Physical Damage Coverages, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of a nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

SECTION IV - UNINSURED MOTORIST COVERAGE
Protection For You and Your Passengers For Injuries Caused By Uninsured And Hit-And-Run Motorists

DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

1. **Hit-and-run motor vehicle** is a motor vehicle causing **bodily injury** to an **insured** through physical contact with him or with a motor vehicle he is **occupying** at the time of the accident and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
 - (a) Reports the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles;
 - (b) Files with us within 30 days a statement setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (c) Makes available for inspection, at our request, the auto **occupied** by the **insured** at the time of the accident.
2. **Insured** means:
 - (a) The Named Insured shown on the Declarations and his or her spouse or party to a civil union, if a resident of the same household;
 - (b) **Relatives** of (a) above if residents of his household;
 - (c) Any other person while **occupying** an **owned auto**;
 - (d) Any person who is entitled to recover damages because of **bodily injury** sustained by an **insured** under (a), (b), and (c) above.

If there is more than one **insured**, our limit of liability will not be increased.
3. **Insured auto** is an auto:
 - (a) Described in the declarations and covered by the bodily injury liability coverage of this policy;
 - (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or
 - (c) Operated by **you** or **your** spouse or party to a civil union, if a resident of the same household.

But the term **insured auto** does not include:

 - (i) An auto used to carry passengers or goods for hire, except in a car pool;
 - (ii) An auto being used without the owner's permission; or
 - (iii) Under subparagraphs (b) and (c) above, an auto owned by or furnished for the regular use of an **insured**.
4. **Occupying** means in, upon, entering into or alighting from.
5. **State** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.
6. **Uninsured motor vehicle** is a motor vehicle which has no bodily injury liability bond or insurance policy applicable with liability limits complying with the financial responsibility law of the **state** in which the **insured auto** is principally garaged at the time of an accident. This term also includes an auto whose insurer is or becomes insolvent or denies coverage.

The term **uninsured motor vehicle** does not include:

- (a) An **insured auto**;
- (b) An auto owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (c) An auto owned by the United States of America, any other national government, a **state**, or a political subdivision of any such government or its agencies;
- (d) A land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises; or
- (e) Any vehicle, equipment, all terrain vehicle, off road vehicle, or farm type tractor or equipment designed mainly for use off public roads while not upon public roads

LOSSES WE PAY

Under the Uninsured Motorists Coverage we will pay damages for **bodily injury** to the **insured** and sustained by the **insured** caused by an accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **hit-and-run motor vehicle** arising out of the ownership, maintenance or use of that **uninsured motor vehicle** or **hit-and-run motor vehicle**.

The amount of the **insured's** recovery for these damages will be determined by agreement between the **insured** or his representative and us. The dispute may be arbitrated if an agreement cannot be reached.

EXCLUSIONS**When Section IV Does Not Apply**

1. This Coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent.
2. **Bodily injury** to an **insured** while **occupying** or through being struck by an **uninsured motor vehicle** owned by an **insured** or a **relative** is not covered.
3. The Uninsured Motorists Coverage will not benefit any workers' compensation insurer, self-insurer, or disability benefits insurer.
4. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
5. We do not cover any person while **occupying** a vehicle described in the declarations on which Uninsured Motorists Coverage is not carried.
6. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages under the uninsured or underinsured motorist coverage of this policy.
7. This coverage does not apply to any liability assumed under any contract or agreement.
8. This coverage does not apply to damage caused by an **insured's**:
 - (a) participation in or preparation for any prearranged or organized racing, speed or demolition contest or stunting activity of any nature; or
 - (b) operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.
9. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
10. There is no coverage for **bodily injury** or property damage under this Section for any person or organization while an **owned auto** or **non-owned auto**:
 - (a) is being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
 - (b) is being used for **ride-sharing**.

However, a vehicle used in an ordinary car pool is covered. An ordinary car pool is one where:

- (i) An **insured** receives no payment for using a vehicle for a car pool ride; or
- (ii) An **insured** receives only reimbursement for expenses for using a vehicle for a car pool ride, the reimbursement an **insured** receives for providing the car pool ride does not exceed the reasonable cost of gas and depreciation for the distance traveled, and the reimbursement received by an **insured** is not required to be reported for income tax purposes.

This exclusion does not apply to **you** or any **relative** while a passenger and not operating the motor vehicle.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations for "each person" is the limit of our liability for all damages resulting from **bodily injury** sustained by one person in any one accident or occurrence. Included in this limit, but not as a separate claim or claims, are all consequential damages sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow, and emotional distress.

2. The limit of liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including all the consequential damages sustained by other persons, such as loss of services, loss of support, loss of consortium, wrongful death, grief, sorrow and emotional distress, resulting from **bodily injury** sustained by two or more persons as the result of one accident or occurrence.

3. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the injury;
- (b) Paid or payable under the Bodily Injury Coverage or Medical Payments Coverage of this policy; or
- (c) Paid or payable under any workers' compensation law, disability benefits law or any similar law.

OTHER INSURANCE

Coverage under Section IV may not be stacked, aggregated, or combined with other uninsured motorist coverage or underinsured motorists coverage.

If there is other applicable uninsured motorist coverage or underinsured motorists coverage, the maximum an **insured** may recover under all applicable uninsured motorist coverages or underinsured motorists coverages is the highest applicable limit of liability for one (1) vehicle under one (1) of the available policies, even though separate premiums may have been paid for each policy or vehicle. If there is other applicable uninsured motorist coverage or underinsured motorists coverage, subject to the LIMITS OF LIABILITY under Section IV, 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 available uninsured motorist coverage or underinsured motorists coverage limits.

However, any uninsured motorist coverage or underinsured motorists coverage we provide for **bodily injury to you** or a **relative** when not **occupying** an **owned auto**, subject to the LIMITS OF LIABILITY under Section IV, shall be excess over any other uninsured motorist coverage or underinsured motorists coverage and our coverage applies only in the amount by which it exceeds such other uninsured motorist coverage or underinsured motorists coverage.

If more than one uninsured motorist or underinsured motorists policy applies as excess, then:

- (1) the amount payable under this policy shall not exceed the difference between the uninsured motorist coverage or underinsured motorists coverage limit of the policy that applies as primary and the highest applicable uninsured motorist coverage or underinsured motorists coverage limit of any one of the uninsured motorist coverages or underinsured motorists coverages that applies as excess to the primary uninsured motorist or underinsured motorists coverage; and
- (2) we are then liable, subject to the LIMITS OF LIABILITY under Section IV, only for our share which is the proportion that our limit of liability bears to the total of all available uninsured motorist coverage or underinsured motorists coverage limits that applies as excess to the primary uninsured motorist or underinsured motorists coverage.

We will not pay for any damages which would duplicate any payment made for damages under other insurance.

ARBITRATION

Except as set forth in the last sentence of this paragraph, any dispute arising between any **insured** and us regarding:

- (a) The extent to which the **insured** is legally entitled to recover against an owner or operator of an **uninsured motor vehicle** (i.e., issues of liability); or
- (b) The amount of damages sustained by the **insured** may be arbitrated at the request of the **insured**. Binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this Coverage in a particular policy, or the application of this Coverage to a particular claim or claimant.

Upon written demand from the **insured** for arbitration, each part will select an arbitrator and the two arbitrators so named will select a third arbitrator. If such arbitrators are not selected within 45 days of such request, either party may request that the matter be submitted for arbitration to the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Unless both parties agree otherwise, arbitration will take place in the county and **state** in which the **insured** lives. Local rules of law as to procedure and evidence will apply.

Any decision made by arbitrators shall be binding for the amount of damages not exceeding \$75,000 for **bodily injury** to or death of any one person, \$150,000 for **bodily injury** to or death of 2 or more persons in any one motor vehicle accident, or the corresponding policy limits for **bodily injury** or death, whichever is less.

When an award exceeds \$75,000 for **bodily injury** to or death of any one person, or \$150,000 for **bodily injury** to or death of 2 or more persons in any one motor vehicle accident, or the corresponding policy limits for **bodily injury** or death, whichever is less, either party shall have the right to a trial on all the issues in a court of competent jurisdiction. This right must be exercised within 60 days of the award. Where such right is exercised by either party, the judgment of the arbitrators shall not be binding on either party.

We will be obligated to pay no more than the applicable policy limits for this coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this coverage as defined in this policy.

We will pay all arbitration expenses except where recovery by the claimant exceeds the minimum Illinois Safety Responsibility Law limits. If recovery exceeds the minimum limit, the person making claim shall pay his expenses and an equal share of the expenses of the third arbitrator to the extent that recovery exceeds the minimum limit under the law.

TRUST AGREEMENT

When we make a payment under this Coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment the **insured** recovers from any person or organization legally responsible for the **bodily injury**.
2. The **insured** will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for these damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
3. At our written request, the **insured**, in his own name, will take, through a designated representative, appropriate actions necessary to recover payment for damages from the legally responsible person or organization. The **insured** will pay us out of the recovery for our expenses, costs and attorneys' fees.
4. The **insured** will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

The following conditions apply only to the Uninsured Motorists Coverage:

1. NOTICE

As soon as possible after an accident, notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

If the **insured** or his or her legal representative files suit before we make a settlement under this Coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require the **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

No suit, action, or arbitration proceedings for recovery of any claim may be brought against us until the **insured** has fully complied with all the terms of this policy. The **insured** must file proof of loss with the Company within 1 year from the date of loss. Further, any suit, action, or arbitration will be barred unless commenced within two years after the date the claim was denied in whole or in part. Arbitration proceedings will not commence until we receive **your** written demand for arbitration.

4. PROOF OF CLAIM-MEDICAL REPORTS

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

5. PAYMENT OF LOSS

Any amount due is payable:

- (a) To the **insured** or his authorized representative;
- (b) If the **insured** is a minor, to his parent or guardian; or
- (c) If the **insured** is deceased, to his surviving spouse or party to a civil union, if a resident of the same household; otherwise

(d) To a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

We may at our option, pay an amount due in accordance with (d) above.

SECTION V-GENERAL CONDITIONS

These conditions apply to all Coverages in this policy.

1. TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or when the auto is being transported between ports thereof.

2. PREMIUM

When **you** dispose of, acquire ownership of, or replace a **private passenger auto, farm auto or utility auto**, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, **your** policy will automatically include the broader coverage when effective in **your state**.

The premium for each auto is based on the information we have in **your file**. **You** agree:

- (a) That we may adjust **your** policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed.
- (b) That **you** will cooperate with us in determining if this information is correct and complete.
- (c) That **you** will notify us of any changes in this information.
- (d) That we may adjust **your** policy premium during the policy term or at renewal if any person who is an **insured** becomes an additional driver during the policy term or at renewal.

Any calculation or recalculation of **your** premium or changes in **your** coverage will be based on the rules, rates and forms on file, if required, for our use in **your** state.

4. ASSIGNMENT

Assignment of interest under this policy will not bind us without our written consent. If **you** die, this policy will cover:

- (a) **Your** surviving spouse or party to a civil union, if a resident of the same household;
- (b) The executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties;
- (c) Any person having proper temporary custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate; and
- (d) Under the Medical Payments Coverage, a person who was a **relative** at the time of **your** death.

5. POLICY PERIOD

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire as stated in the declarations.

6. CANCELLATION BY THE INSURED

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective. If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be pro-rated.

7. CANCELLATION BY US

We may cancel this policy by mailing to **you**, at the last mailing address known to the company, written notice stating when the cancellation will be effective.

We will mail this notice:

- (a) 10 days in advance if the proposed cancellation is for non-payment of premium or any of its installments when due;
- (b) 30 days in advance in all other cases.

The mailing of the above notice will be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be pro-rated. Payment or tender of unearned premium is not a condition of cancellation.

8. CANCELLATION BY US IS LIMITED

After this policy has been in effect for 60 days or, if the policy is a renewal policy, we will not cancel except for any of the following reasons:

- (a) **You** do not pay the initial premium on other than a renewal policy or any additional premiums for this policy or fail to pay any premium installment when due to us or our agent.
- (b) **You** obtained the policy through material misrepresentation.
- (c) Any **insured** violated any of the terms and conditions of the policy.
- (d) **You** failed to disclose fully in **your** application **your** motor vehicle accidents and moving traffic violations for the preceding 36 months.
- (e) Any **insured** made a false or fraudulent claim or knowingly aided or abetted another in presenting such a claim.
- (f) Any **insured** or customary operator:
 - (i) Has within the 12 months prior to the notice of cancellation, had his driver's license under suspension or revocation;
 - (ii) Is or becomes subject to epilepsy or heart attacks and cannot produce a certificate from a physician testifying to his unqualified ability to operate a motor vehicle.
 - (iii) Has an accident record, conviction record (criminal or traffic), physical, mental or other condition which is such that his operation of an auto might endanger the public safety.
- (g) Any **insured** or customary operator, within 36 months prior to the notice of cancellation or non-renewal, has been addicted to the use of narcotics or drugs.
- (h) Any **insured** or customary operator has been convicted or forfeited bail during the 36 months immediately preceding the notice of cancellation for:
 - (i) Any felony;
 - (ii) Criminal negligence in death, homicide or assault arising out of the operation of a motor vehicle;
 - (iii) Operating a motor vehicle while in an intoxicated condition;
 - (iv) Operating a motor vehicle while under the influence of drugs;
 - (v) Leaving the scene of an accident without stopping to report;
 - (vi) Theft or an unlawful taking of an auto; or (vii) making false statements in an application for a driver's license.
- (i) Any **insured** or customary operator has been convicted of or forfeited bail for 3 or more violations within the 12 months immediately preceding the notice of cancellation, of any law, ordinance or regulation limiting the speed of motor vehicles, of any of the provisions of motor vehicle laws of any state, violation of which is a misdemeanor, whether or not the violations were the repetitions of the same offense or different offenses.
- (j) The insured auto is mechanically defective to the extent that its operation might endanger public safety.
- (k) The insured auto is used in carrying passengers for hire or compensation. However, the use of any auto for a car pool shall not be considered use of an auto for hire or compensation.
- (l) The insured auto is used in the business of transporting flammables or explosives.
- (m) The insured auto is an authorized emergency vehicle.
- (n) The insured auto is modified or changed in condition so as to increase the risk substantially.
- (o) The insured auto is subject to an inspection law and has not been inspected or, if inspected, has failed to qualify. Our failure to cancel for any of these reasons will not obligate us to renew the policy.

9. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to **you**, at the address shown in this policy, at least 30 days prior to the expiration date (or 60 days prior to the expiration date if this policy has been in effect or renewed for 5 or more years). The mailing of this notice by us will be sufficient proof of notice. This policy will expire without notice if any of the following conditions exist:

- (a) **You** do not pay any premium as we require to renew this policy.
- (b) **You** have informed us or our agent that **you** wish the policy to be cancelled or not renewed.
- (c) **You** do not accept our offer to renew or **you** refuse to provide us with renewal classification and rating information as we may require.

10. OTHER INSURANCE

If other insurance is obtained on **your** insured auto, any similar insurance afforded under this policy for that auto will terminate on the effective date of the other insurance.

11. DIVIDEND PROVISION

You are entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

12. DECLARATIONS

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

- (a) The statements in **your** application and in the declarations are **your** agreements and representations;
 - (b) This policy is issued in reliance upon the truth of these representations; and
 - (c) This policy, along with the application and declaration sheet, embodies all agreements relating to this insurance.
- The terms of this policy cannot be changed orally.

13. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

- (a) At the time of application; or
- (b) At any time during the policy period; or
- (c) In connection with the presentation or settlement of a claim.

14. EXAMINATION UNDER OATH

The **insured** or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require.

15. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the statutes of Illinois are amended to conform to those statutes.

16. DISPOSAL OF VEHICLE

If **you** relinquish possession of a leased vehicle or if **you** sell or relinquish ownership of an **owned auto**, any coverage provided by this policy for that vehicle will terminate on the date **you** do so.

17. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of Illinois.

SECTION VI-AMENDMENTS AND ENDORSEMENTS

1. SPECIAL ENDORSEMENT UNITED STATES GOVERNMENT EMPLOYEES

- A. Under the Property Damage coverage of Section I, we provide coverage to United States Government employees, civilian or military, using
 - 1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
 - 2. Rented motor vehicles used for United States Government business, when such use is with the permission of the United States Government. Subject to the limits described in paragraph B. below, we will pay sums **you** are legally obligated to pay for damage to these vehicles.
- B. The following limits apply to this Coverage:
 - 1. A \$100 deductible applies to each occurrence.
 - 2. For vehicles described in A.1. above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) Two months basic pay of the **insured**; or
 - (d) The limit of Property Damage liability coverage stated in the declarations.
 - 3. For vehicles described in A.2. above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) The limit of Property Damage liability coverage stated in the declarations.

This insurance is excess over other valid and collectible insurance.



W. C. E. Robinson
Secretary



William E. Roberts
President

GEICO

GEICO CASUALTY COMPANY

Policy Number: 4494-61-34-92

Automobile Policy Endorsement

Rental Reimbursement Endorsement

We agree with **you** that the policy is amended as follows:

SECTION III - PHYSICAL DAMAGE COVERAGES

The following coverage is added:

Coverage-Rental Reimbursement

When there is a **loss** to an **owned auto** for which a specific premium charge indicates that rental reimbursement coverage is afforded:

We will reimburse the **insured** toward costs the **insured** incurs to rent an auto. Reimbursement will not exceed the limits described in the declarations and payment will be limited to a reasonable and necessary period of time required to repair or replace the **owned auto**. This coverage applies only if:

1. The **owned auto** is withdrawn from use for more than 24 consecutive hours, and
2. The **loss** to the **owned auto** is covered under comprehensive or collision coverage of this policy.

When there is a total theft of the entire auto, we will reimburse the **insured** toward costs the **insured** incurs to rent an auto, subject to the following limitations:

1. This coverage will reimburse the **insured** for reasonable rental expenses beginning 48 hours after a theft of the entire vehicle covered under the comprehensive coverage of this policy; and
2. This coverage may be used to reimburse reasonable rental expenses in excess of those provided by Section III of the policy if and to the extent the coverage limits under rental reimbursement exceed those provided in Section III of the policy. In that event, the amount payable under this endorsement is the amount by which this coverage exceeds those described in Section III of the policy; and
3. Subject to number 2 above, in no event shall the total amount payable under both this coverage and the supplemental coverage in Section III of the policy exceed the daily limit of coverage provided by this endorsement.

Reimbursement for rental charges shall end the earliest of when the **owned auto** has been:

1. Returned to **you**; or
2. Repaired; or
3. Replaced; or
4. Deemed a total loss by us:
 - (a) Seventy-two (72) hours after we pay the applicable limit of liability under Section III; or
 - (b) Seventy-two (72) hours after our initial settlement offer;
 whichever comes first.

However, when there is a total theft of an **owned auto**, reimbursement for rental charges shall end the earliest of:

1. The date the auto is returned to use if the vehicle is recovered before payment of the total theft claim to **you** or the owner of the vehicle; or if the vehicle is not recovered,
2. Seventy-two (72) hours after our initial settlement offer of the **actual cash value** of the **owned auto**.
3. Seventy-two (72) hours after the failure to provide either a proof of loss or recorded statement if requested by us.

No deductible applies to this coverage.

CONDITIONS

In the case of theft of the entire auto, the **insured** must promptly notify the police that the vehicle was stolen. The **insured** must cooperate fully with the policy investigation, with the prosecution of any person(s) charged with theft and any civil suit brought by us against the person(s) responsible to recover for the **loss**.

The coverage provided by this endorsement is subject to all the provisions and conditions of SECTION III of the policy.

The COMPANY affirms this endorsement.

W. C. E. Robinson
Secretary

William E. Roberts
President



Policy Number: 4494-61-34-92

AUTOMOBILE POLICY AMENDMENT

ILLINOIS

UNDERINSURED MOTORISTS COVERAGE AMENDMENT

Your policy provisions are amended as follows:

With respect to such insurance as is afforded by the policy for damages because of **bodily injury** caused by accident and arising out of the ownership, maintenance, or use of an **uninsured motor vehicle** the definition of **uninsured motor vehicle** is amended to include **underinsured motor vehicle**, subject to the following provision:

1. The limits of liability for this insurance as shown in the declarations shall be the total limit of the company's liability for all damages because of **bodily injury** as the result of any one accident regardless of the number of covered persons, claims made, or vehicles or premiums shown on the policy, or premiums paid, or vehicles involved in an accident arising out of the ownership, maintenance or use of an **underinsured motor vehicle**, less those amounts actually recovered under the applicable bodily injury insurance policy, bonds or other security maintained on the **underinsured motor vehicle**.
2. When used in reference to this insurance (including this and other amendments forming a part of the policy):

underinsured motor vehicle means a motor vehicle with respect to the ownership, maintenance or use of which the sum of the limits of liability under all bodily injury liability bonds and insurance policies

applicable at the time of the accident is less than the limits for underinsured motorists coverage provided the **insured** by this policy.

motor vehicle means a land motor vehicle or trailer other than: (a) a farm type tractor or other vehicle designed for use principally off public roads, while not upon public roads; (b) a vehicle operated on rails or crawler-treads; or (c) a vehicle while located for use as a residence or premises.

3. In the event of any payment under this coverage, we shall be subrogated to the extent of such payment to all of the **insured's** rights of recovery therefor. The **insured** shall do nothing after loss to prejudice such rights.
4. Unless otherwise agreed, no payment will be made under this coverage until all bodily injury liability limits, or portion thereof, which apply to the **underinsured motor vehicle** and its operators are partially or fully exhausted by payment of judgment or settlement.
5. The maximum amount payable under this coverage is the **Underinsured Motorists Coverage** limit less the amount actually recovered under the applicable bodily injury insurance policies, bonds or other security maintained on the **underinsured motor vehicle**.

We affirm this amendment.

W. C. E. Robinson
Secretary

GEICO Casualty Company

William E. Roberts
President

GEICO

GEICO CASUALTY COMPANY

Policy Number: 4494-61-34-92

**Automobile Policy Amendment
Emergency Road Service Coverage**

Your policy provisions are amended as follows:

SECTION III

PHYSICAL DAMAGE COVERAGES

Emergency Road Service

We will pay reasonable expenses an **insured** incurs for the **owned** or **non-owned auto**, for:

1. mechanical labor up to one hour at the place of breakdown;
2. lockout services up to \$100 per lockout if keys to the auto are lost, broken or accidentally locked in the auto;
3. if it will not run, towing to the **nearest** repair facility where the necessary repairs can be made;
4. towing it out if it is stuck on or immediately next to a public highway;
5. delivery of gas, oil, loaned battery, or change of tire. WE DO NOT PAY FOR THE COST OF THE GAS, OIL, LOANED BATTERY, OR TIRE(S).

OBTAINING SERVICE UNDER THIS AMENDMENT

You may secure service under this amendment in the following manner:

SIGN AND DRIVE

The first method, called sign and drive, features a toll-free number in which the **insured** calls a GEICO Emergency Road Service representative who will dispatch a service vendor. Upon verification of Emergency Road Service (ERS) coverage, reasonable and necessary charges for covered services provided will be automatically billed to the Company by the Service vendor. The **insured** need only sign a receipt at the time of service which authorizes the company to directly pay the service vendor. Any additional mileage, other fees not specifically addressed above, or lockout services in excess of \$100 will be at the **insured's** expense.

HIRED SERVICES

The second method occurs when the **insured** does not use the sign and drive feature described above and hires services without prior approval from the Emergency Road Service (ERS) Department. Upon verification of Emergency Road Service (ERS) coverage, for covered services provided, up to a limit of \$50 will apply. Lockout services are limited to \$100. Requests for reimbursement must be accompanied by an original itemized receipt and must be submitted within 60 days of service.

There will be a limit of one reimbursement per disablement.

We affirm this amendment.



W. C. E. Robinson
Secretary



O. M. Nicely
President

CERTIFICATE OF SERVICE

The undersigned certifies that on November 6, 2020, she caused the foregoing document to be electronically filed with the Court using the CM/ECF system. Notice of this filing will be sent to the parties of record by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ Lisa T. Scruggs _____