

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

JEFFREY JENSON and BRETT WAGNER,
individually and on behalf of all others
similarly situated,

CASE NO. D01CI200010735

Plaintiffs,

CLASS-ACTION AMENDED
COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL

v.

SAFECO INSURANCE COMPANY OF
ILLINOIS,

Defendant.

Plaintiffs, Jeffrey Jenson and Brett Wagner, individually and on behalf of all others similarly situated, files this Class Action Complaint against Safeco Insurance Company of Illinois (“Safeco” or “Defendant”) and in support states as follows:

NATURE OF THE ACTION

1. This is a Nebraska class action lawsuit by Plaintiffs, individually, and on behalf of a putative class of persons, who were insureds under Safeco Insurance Company of Illinois automobile policy for private passenger auto physical damage, pursuant to which Defendant was required to pay the applicable sales tax for a damaged or stolen vehicle as part of a payment of loss.
2. Insureds, such as Plaintiffs and the putative Class Members, pay a premium in exchange for Safeco’s promises under its automobile policy.
3. Nevertheless, Safeco failed to include sales tax in making its loss payment to Class Members in breach of its clear policy promise.

4. This lawsuit is brought by Plaintiffs individually and on behalf of all other similarly situated insureds who suffered damages due to Safeco's failure to pay sales tax.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to Neb. Rev. Stat. § 24-302.

6. This Court has personal jurisdiction over Defendant because the Defendant at all times material hereto was licensed to transact in insurance in the State of Nebraska, has offices in the State of Nebraska, writes millions of dollars in premiums in the State of Nebraska, and engages in substantial business activities in the State of Nebraska.

7. Venue is proper in this Court, pursuant to Neb. Rev. Stat. § 25-403.01, because the cause of action arose in this County, the transaction, or some part of it, occurred in this County, and Defendant is not a Nebraska resident. But Defendant does conduct customary and extensive business in Douglas and Dawson County and is subject to personal jurisdiction here.

THE PARTIES

8. At all times material hereto, Plaintiff Jeffrey Jenson is and was a citizen of the State of Nebraska and domiciled in Douglas County.

9. At all times material hereto, Plaintiff Brett Wagner is and was a citizen of the State of Nebraska and domiciled in Dawson County.

10. At all times material hereto, Defendant is and was a corporation located in the State of Illinois and authorized to transact insurance in the State of Nebraska and conducting a substantial part of its business in Douglas and Dawson County. Defendant's principal place of business and headquarters are both located in the State of Illinois.

SAFECO POLICY

11. The Form Policy issued by Safeco to the Plaintiffs and all putative class members are virtually identical in all material respects. Affixed hereto is the Policy Form issued to Mr. Jenson and Mr. Wagner (the “Policy”). The terms therein are applicable and identical to the terms applicable to Mr. Jenson and Mr. Wagner and all putative class members. *See Exhibit A.*

12. In its standardized Policy, Defendant promises to pay for “direct and accidental loss” to a covered auto. *Id.* at 17.

13. In the event that an insured’s covered auto sustains loss, Defendant explains, in its “Payment of Loss” section, “we may pay for loss in money or repair or replace the damaged or stolen property.” *Id.*

14. Defendant further promises “[i]f we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.” *Id.*

PLAINTIFF JEFFREY JENSON’S ACCIDENT

15. At all times material hereto, Plaintiff insured a 2013 Chrysler 200 under the Policy issued by Safeco.

16. On or about June 18, 2018, the insured vehicle sustained loss or damage, after which Plaintiff filed a claim for property damage with Safeco.

17. Following the filing of said claim, Defendant determined that the vehicle was a total loss with a base vehicle value of \$12,621.00 and an adjusted vehicle value of \$11,916.00. Exh. B (Valuation Report).

18. Safeco calculates the base and adjusted value through a third-party vendor (“CCC”), which bases vehicle valuations on the cost to purchase similar vehicles with similar

conditions and mileage. First, CCC identifies the underlying value of comparable vehicles, from which it adjusts based on any differences in mileage, trim, options, *etc.* See Exh. B.

19. CCC calculated that the sales tax on the adjusted vehicle value was \$834.12. *Id.* at 1.

20. However, Safeco *removed* sales tax when making payment. Instead, Safeco paid only the adjusted vehicle value of \$11,916.00 minus the deductible of \$750.00 for a total payment of \$11,166.00. By failing to include sales tax in making payment for the loss, Safeco breached its contract with Plaintiff. Exh. C (Settlement Letter).

21. Nothing in the Policy unambiguously excludes sales tax or contradicts Defendant's promise to pay sales tax where it pays for the loss in money. To the extent the applicable limitation on liability is the vehicle's actual cash value, such limitation does not operate to exclude or subvert Defendant's explicit and unambiguous promise to include payment for sales tax in its loss payments.

22. Similarly, Safeco failed to pay sales tax to all members of the Class, defined below, and thus breached its contract with all such Class Members.

PLAINTIFF BRETT WAGNER'S ACCIDENT

23. At all times material hereto, Plaintiff insured a 2015 Lincoln Navigator L Sport Utility 3.5L Turbocharged under the Policy issued by Safeco.

24. On or about November 6, 2018, the insured vehicle sustained loss or damage, after which Plaintiff filed a claim for property damage with Safeco.

25. Following the filing of said claim, Defendant determined that the vehicle was a total loss with a base vehicle value of \$31,569.00 and an adjusted vehicle value of \$34,006.00. Exh. B (Valuation Report).

26. Safeco calculates the base and adjusted value through a third-party vendor (“CCC”), which bases vehicle valuations on the cost to purchase similar vehicles with similar conditions and mileage. First, CCC identifies the underlying value of comparable vehicles, from which it adjusts based on any differences in mileage, trim, options, *etc.* See Exh. B.

27. CCC calculated that the sales tax on the adjusted vehicle value was \$2,380.42. *Id.* at 1.

28. However, Safeco *removed* sales tax when making payment. Instead, Safeco paid only the adjusted vehicle value of \$34,006.00 minus the deductible of \$1,000.00 for a total payment of \$33,006.00. By failing to include sales tax in making payment for the loss, Safeco breached its contract with Plaintiff. Exh. C (Settlement Letter).

29. Nothing in the Policy unambiguously excludes sales tax or contradicts Defendant’s promise to pay sales tax where it pays for the loss in money. To the extent the applicable limitation on liability is the vehicle’s actual cash value, such limitation does not operate to exclude or subvert Defendant’s explicit and unambiguous promise to include payment for sales tax in its loss payments.

30. Similarly, Safeco failed to pay sales tax to all members of the Class, defined below, and thus breached its contract with all such Class Members.

CLASS ALLEGATIONS

31. Pursuant to Neb. Rev. Stat. § 25-319, Plaintiffs brings this action as representative of the Class defined as follows:

All Nebraska insureds, under a policy issued by Safeco covering a vehicle with private-passenger auto physical damage coverage for comprehensive or collision loss, who, within the time-period of five years prior to the filing of this lawsuit through the date of the certification Order, submitted a first-

party property damage claim determined by Safeco to constitute a covered loss claim and where the loss claim payment did not include sales tax.

32. The Policy, including comprehensive and collision coverage and the Payment of Loss section, are materially identical as to Plaintiffs and all members of the Class, and apply equally to Plaintiffs and all members of the Class.

33. There are numerous parties such that it would be impracticable to bring all the parties before the court. For example, upon information and belief and based on the premiums written in this state by Safeco and Safeco's loss ratio (percentage of premiums collected paid on claims), Plaintiffs estimate there are thousands of members of the Class.

34. Additionally, there exists a question of common interest as to members of the Class – namely, whether sales tax should be paid as part of a payment of loss under the Policy.

35. This case is ideally suitable for class treatment because the common question (a) is a legal question of policy interpretation resolvable as a matter of law by this Court and (b) this Court's determination will resolve virtually the entirety of each member of the Classes' claims in one stroke. If this Court determines that a loss payment includes sales tax, then every member of the Class is entitled to payment of sales tax (less the amount, if any, previously paid).

36. Calculation of such damages will be a ministerial effort based on data and records in Defendant's possession and kept as a normal, business practice.

37. Moreover, it would be a significant waste of judicial and party resources to file thousands of individual lawsuits merely to resolve the exact same question of policy interpretation, and to do so would unnecessarily create the risk of inconsistent adjudications and conflict within and between the courts. It is far more efficient – and far more preferable – to resolve the centrally dispositive question of policy interpretation for thousands of Class Members in a single stroke.

38. Importantly, Plaintiffs and the undersigned have no conflicts adverse to those of the Classes, and there are no other issues or facts that preclude class treatment or render it less than ideal for any reason.

COUNT I: BREACH OF CONTRACT

39. Paragraphs 1 through 38 are hereby incorporated by reference.

40. This count is brought by Plaintiffs Jeffrey Jenson and Brett Wagner individually and on behalf of the Class Members.

41. Plaintiffs were party to an insurance contract with Safeco as set forth herein. All Class Members were parties to an insurance contract with Safeco containing materially-identical terms. Plaintiffs and members of the Class satisfied all conditions precedent.

42. Plaintiffs and all Class Members made a claim determined by Safeco to be a first-party loss under the insurance policy and determined by Safeco to be a covered claim.

43. Upon the loss to the insured vehicles, Plaintiffs and every Class Member were owed the sales tax as part of their loss payment. Nevertheless, Defendant failed to include sales tax in making the loss claim payments.

44. By failing to include sales tax in the loss claim payments, Defendant breached its contract with Plaintiffs and with each respective Class Member.

45. As a result, Plaintiffs and all A Class Members were damaged, and are entitled to damages in the amount of the Sales Tax, less any amount in sales tax already paid (if any), along with prejudgment interest, post-judgment interest, costs, and attorneys' fees allowable by law, including Nev. Rev. Stat. § 44-359.

RELIEF REQUESTED

WHEREFORE, Plaintiffs Jeffrey Jenson and Brett Wagner, individually and on behalf of the Class Members, demand a trial by jury on all triable issues and seek relief and judgment as follows:

- For an Order certifying this action as a Class Action on behalf of the Class described above;
- For an award of compensatory damages for the Class in amounts owed under the Policies;
- For all other damages according to proof;
- For an award of attorney's fees and expenses as appropriate pursuant to applicable law;
- For costs of suit incurred herein;
- For pre and post-judgment interest on any amounts awarded; and
- For injunctive and other further forms of relief as this Court deems just and proper.

Dated: February 24, 2021.

Respectfully submitted,

LEVY CRAIG LAW FIRM
A PROFESSIONAL CORPORATION

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Counsel for Plaintiffs

**pro hac vice to be filed*

EXHIBIT A

28-5361
HUB INTERNATIONAL MIDWEST LTD
55 E JACKSON BLVD
CHICAGO IL 60604-4466

JEFFREY JENSON
5074 JACKSON ST
OMAHA NE 68106-1450

**** REPRINTED FROM THE ARCHIVE. THE ORIGINAL TRANSACTION MAY INCLUDE ADDITIONAL FORMS ****



A Liberty Mutual Company

HUB INTERNATIONAL MIDWEST LTD
55 E JACKSON BLVD
CHICAGO IL 60604-4466

November 26, 2019

Policy Number: [REDACTED] 1154

24-Hour Claims: 1-866-472-3326

Policy Service: 1-866-472-3326

Online Account Services: www.safeco.com

**THIS IS NOT A BILL.
IDENTIFICATION CARDS ENCLOSED**

JEFFREY JENSON
5074 JACKSON ST
OMAHA NE 68106-1450

Your insurance is being continued following a lapse in coverage. Coverages and limits you selected are continued to the extent they are still offered and are shown on the Policy Declarations. Exclusions previously signed by you continue and are part of the terms of coverage. The policy forms enclosed bring your policy up to date with the terms issued to new customers and may differ from terms prior to coverage lapse. Please carefully review all policy information including the effective dates of coverage shown on your Policy Declarations.

The premium for this policy is \$1,831.30. The billing for this amount will be explained on your next billing statement.

If you have any questions or wish to make any changes to your policy, you can do so by calling us at 1-866-472-3326.

We appreciate the opportunity to serve you. Thank you.

Personal Lines Underwriting

SAFECO INSURANCE COMPANY OF ILLINOIS

Information about your Policy

Policy Number: [REDACTED] 1154

JEFFREY JENSON
5074 JACKSON ST
OMAHA NE 68106-1450

Like many insurance companies, Safeco Insurance considers many factors, including information based on your credit history, claims and auto characteristics to determine your premium. You have the option to request that we re-evaluate your auto insurance rate with up-to-date factors using the same factors prior to your next renewal effective date. Policy re-evaluation is limited to one request per calendar year and it may result in a quoted premium either higher or lower than your current premium. Any changes will be applied upon re-evaluation.

To submit a request, return this form to:

Safeco Insurance
Attn: UW Verification & Policy Support
P.O. Box 515097
Los Angeles, CA 90051-5097

or

Fax it to (877) 344-5107.

By returning this form, you request Safeco Insurance to re-evaluate your policy based on your current credit information.



Consumer Privacy Statement

Safeco appreciates the trust you place in us when you purchase insurance from one of our companies. We are committed to protecting your nonpublic personal information (“personal information”) and we value you as a customer.

To learn more about how Safeco collects and uses your personal information, please read the following notice.

Safeco’s sources of information about you

We collect personal information about you from different sources, including:

- The information you provide on applications or other forms (such as your name, address and Social Security number);
- Your transactions with us, our affiliates or others (such as your payment history and claims information);
- The information we receive from a consumer reporting agency or insurance support organization (such as your credit history, driving record or claims history); and
- Your independent insurance producer (such as updated information pertaining to your account).

Safeco’s use of your personal information

We only disclose personal information about our customers and former customers as permitted by law. Generally, this includes sharing it with third parties to administer your transactions with us, service your insurance policy or claim, detect and prevent fraud, or with your authorization. These third parties may include independent insurance producers authorized to sell Safeco insurance products, independent contractors (such as automobile repair facilities and property inspectors), independent claims representatives, insurance support organizations, other insurers, auditors, attorneys, courts and government agencies. We may also disclose your personal information to other financial institutions with whom we have joint marketing agreements. When we disclose your information to these individuals or organizations, we require them to use it only for the reasons we gave it to them.

We may also share information about our transactions (such as payment history and products purchased) and experiences with you (such as claims made) within our Safeco family of companies.

Safeco does not sell your personal information to others and we do not provide your information to third parties for their own marketing purposes.

Independent Safeco Insurance Agents

The independent insurance agents authorized to sell Safeco products are not Safeco employees and not subject to Safeco’s Privacy Policy. Because they have a unique business relationship with you, they may have additional personal information about you that Safeco does not have. They may use this information differently than Safeco. Contact your Safeco distributor to learn more about their privacy practices.

Information about Safeco’s web site

If you have internet access and want more information about our web site specific privacy and security practices, click on the Privacy Policy link on www.safeco.com.

Protecting your personal information from unauthorized access

We maintain physical, electronic and procedural safeguards to protect your personal information. Our employees are authorized to access customer information only for legitimate business purposes.

State Privacy Laws

This privacy statement may be supplemented by privacy laws in your state. We will protect your information in accordance with state law.

This Privacy Statement applies to the following members of the Safeco family of companies:

**American Economy Insurance Company
American States Insurance Company
American States Insurance Company of Texas
American States Lloyds Insurance Company
American States Preferred Insurance Company
First National Insurance Company of America
General Insurance Company of America
Insurance Company of Illinois
Liberty County Mutual Insurance Company
Safeco Insurance Company of America
Safeco Insurance Company of Illinois
Safeco Insurance Company of Indiana
Safeco Insurance Company of Oregon
Safeco Lloyds Insurance Company
Safeco National Insurance Company
Safeco Surplus Lines Insurance Company**

SAFECO ENHANCED™ COVERAGE LEVEL

Congratulations! You have purchased one of our finest auto coverage levels available — the Safeco Enhanced coverage level. With Safeco Enhanced, you receive more coverage, higher limits and better benefits than with our basic policy.

Below are just some of the great features and benefits you receive with Safeco Enhanced. Safeco's Enhanced coverage level provides you even more benefits and coverage that are not listed here. Read the policy and endorsement in this packet to learn more about the coverages and benefits you're receiving.

Features

Benefits

Accident Forgiveness

After six consecutive years of clean driving with Safeco where none of the insured drivers 18 or older have an at-fault accident or violation, your premium will not increase if you have an at-fault accident. This benefit applies to any driver 18 years or older.

Auto Theft Transportation

If your vehicle is stolen, we pay up to \$25 a day to a maximum benefit of \$750 to cover your transportation expenses.

Audio/Visual Equipment

We cover audio/visual equipment such as a stereo or DVD player permanently installed by the manufacturer or manufacturers' dealership. We will pay up to \$1,000 if the equipment was installed by someone else.

Customized Equipment

We provide up to \$1,000 for permanently installed customized equipment such as new wheel rims.

Loss of Earnings

We will pay you up to \$250 a day if you have to miss work in order to attend a trial or a court hearing at our request.

Bail Bonds

We will pay up to \$1,000 for the cost of a bail bond required due to an accident.

If you have any questions about your policy, please feel free to contact your independent Safeco agent.

No coverage is provided by this summary. If there is any conflict between the policy and this summary, the provisions of the policy, including any endorsements, shall prevail.



POLICY NUMBER: [REDACTED] 1154

**SAFECO INSURANCE COMPANY OF ILLINOIS
AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:
JEFFREY JENSON
5074 JACKSON ST
OMAHA NE 68106-1450

POLICY PERIOD FROM: SEPT 27 2019
TO: SEPT 27 2020

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
HUB INTERNATIONAL MIDWEST LTD
55 E JACKSON BLVD
CHICAGO IL 60604-4466

AGENT TELEPHONE:
1-866-472-3326

RATED DRIVERS JEFFREY JENSON, LORI VANRYCKEGHEM

2010 FORD	ESCAPE LIMITED	4 DOOR		ID# 1FMCU9EG6AKB52071
RATING ADDRESS	5074 JACKSON ST		OMAHA	NE 68106
2018 RAM	1500 SLT	4 DOOR PICK-UP		ID# 1C6RR7LG9JS224119
RATING ADDRESS	5074 JACKSON ST		OMAHA	NE 68106

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2010 FORD LIMITS	PREMIUMS	2018 RAM LIMITS	PREMIUMS
LIABILITY:				
BODILY INJURY	\$250,000 Each Person \$500,000 Each Occurrence	\$ 176.70	\$250,000 Each Person \$500,000 Each Occurrence	\$ 185.20
PROPERTY DAMAGE	\$100,000 Each Occurrence	187.40	\$100,000 Each Occurrence	207.40
MEDICAL PAYMENTS	\$5,000	23.00	\$5,000	18.70
UNINSURED AND UNDERINSURED MOTORISTS:				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Accident	45.70	\$100,000 Each Person \$300,000 Each Accident	49.10
COMPREHENSIVE	Actual Cash Value Less \$750 Deductible	124.70	Actual Cash Value Less \$750 Deductible	205.60
COLLISION	Actual Cash Value Less \$750 Deductible	168.30	Actual Cash Value Less \$750 Deductible	331.10
ADDITIONAL COVERAGES:				
ROADSIDE ASSIST		19.20		3.10
ENHANCED COVERAGE LEVEL		36.30		49.80
		TOTAL \$	TOTAL \$	1,050.00

TOTAL EACH VEHICLE: 2010 FORD \$ 781.30
2018 RAM 1,050.00

PREMIUM SUMMARY	PREMIUM
VEHICLE COVERAGES	\$ 1,831.30
DISCOUNTS & SAFECO SAFETY REWARDS	You saved \$1,004.50
TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES	\$ 1,831.30

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051



POLICY NUMBER: [REDACTED] 1154

**SAFECO INSURANCE COMPANY OF ILLINOIS
AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$2.00 per installment for recurring automatic deduction (EFT)
- \$5.00 per installment for recurring credit card or debit card
- \$5.00 per installment for all other payment methods

YOU SAVED \$1,004.50 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

- Account
- Anti-Theft
- Advance Quoting
- Accident Free
- Violation Free
- Coverage
- Homeowners
- Multi-Car
- Billing Plan
- Low Mileage

POLICY FORMS APPLICABLE TO THIS POLICY:

SA-1697/EP 9/90, SA-2890/NEEP 7/15, SA-1701/EP 9/90, SA-2891/EP 12/13,
SA-877/EP 7/09

LEASED AUTO — LESSOR'S INTEREST

AGENT:

HUB INTERNATIONAL MIDWEST LTD
55 E JACKSON BLVD
CHICAGO IL 60604-4466

INSURED:

JEFFREY JENSON

DESCRIBED VEHICLE:

2018 RAM

IDENTIFICATION NUMBER:

1C6RR7LG9JS224119

AGENT TELEPHONE: 1-866-472-3326

← LESSOR

ALLY BANK LEASE TRUST
PO BOX 8104
COCKEYSVILLE MD 21030

TYPE OF INTEREST:

LESSOR'S INTEREST

EFFECTIVE DATE:

SEPT 27 2019

LEASED AUTO — LESSOR'S INTEREST

With respect only to your acts or omissions, and only with respect to an auto leased from the lessor named above, the lessor is included as an **insured**. Insurance does not apply to the lessor, however, while the lessor is driving or has assumed control of the leased auto.

The Declarations outlines the coverages purchased by our **insured** for the described vehicle.

If you have any questions, please contact the insurance agent shown above.

TO THE LESSOR:

This policy will be extended automatically for each policy term shown on the Declarations on payment of the premium when due.

You will be notified if the policy is canceled. Your interest is fully protected until you receive notice and for a period of 10 days thereafter. Proof of mailing any notice shall be sufficient proof of notice.

ENHANCED LEVEL ENDORSEMENT

It is agreed that the Essential Personal Auto Policy is amended as follows:

PART A — LIABILITY COVERAGE

If the Declarations indicates that Part A — Liability Coverage applies, then the following applies:

SUPPLEMENTARY PAYMENTS

Item **1.** is amended to increase the \$250 to \$1,000.

Item **3.** is amended to increase the \$200 a day to \$250 a day.

PART D — COVERAGE FOR DAMAGE TO YOUR AUTO

The following items apply in the event of a covered **collision** or **comprehensive** loss:

TRANSPORTATION EXPENSES

B.1. is replaced by the following:

1. Up to \$25 per day, to a maximum of \$750; or

EXCLUSIONS

Exclusion **7.** is amended by increasing the \$500 to \$1,000.

Exclusion **19.** is amended by increasing the \$500 to \$1,000.



NEBRASKA ESSENTIAL PERSONAL AUTO POLICY

SAFECO INSURANCE COMPANY OF ILLINOIS
Home Office: 27201 Bella Vista Parkway, Suite 130, Warrenville, Illinois 60555

(A stock insurance company.)

READY REFERENCE TO YOUR AUTO POLICY

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ADDITIONAL COVERAGES

Roadside Assistance Coverage

Loss of Use Coverage

Full Safety Glass Coverage

AGREEMENT

In return for your payment of all premiums, and in reliance upon the statements in the application we agree to insure you subject to the terms, conditions and limitations of this policy. We will insure you for the coverages and limits shown on the Declarations. Your policy consists of the policy contract, Declarations and endorsements applicable to the policy.

DEFINITIONS

- A.** Throughout this policy, “you” and “your” refer to:
1. The “named insured” shown in the Declarations;
 2. The spouse if a resident of the same household;
 3. The civil partner, if a resident of the same household, by civil union licensed and certified by the state; or
 4. The **domestic partner**, if a resident of the same household;
- “**Domestic partner**” means a person living as a continuing partner with you and:
- (a) is at least 18 years of age and competent to contract;
 - (b) is not a relative; and
 - (c) shares with you the responsibility for each other’s welfare, evidence of which includes:
 - (1) the sharing in domestic responsibilities for the maintenance of the household; or
 - (2) having joint financial obligations, resources, or assets; or
 - (3) one with whom you have made a declaration of domestic partnership or similar declaration with an employer or government entity.
- Domestic partner** does not include more than one person, a roommate whether sharing expenses equally or not, or one who pays rent to the named insured.
- B.** “We,” “us” and “our” refer to the Company, as shown on the Declarations providing this insurance.
- C.** For purposes of this policy, a private passenger auto shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least six months.
- D.** Throughout the policy, “**minimum limits**” refers to the following limits of liability required by Nebraska law to be provided under a policy of automobile liability insurance:
1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to **bodily injury**;
 2. \$25,000 for each accident with respect to **property damage**.

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

- E.** “**Bodily injury**” means bodily harm, sickness or disease, including death that results.
- F.** “**Business**” includes trade, profession or occupation.
- G.** “**Family member**” means a person related to you by blood, marriage, civil union, domestic partnership or adoption who is a resident of your household. This includes a ward or foster child who is a resident of your household.
- H.** “**Fungi**” means any type or form of fungus, including yeast, mold or mildew, blight or mushroom and any mycotoxins, spore, scents or other substances, products or byproducts produced, released by or arising out of **fungi**, including growth, proliferation or spread of **fungi** or the current or past presence of **fungi**. However, this definition does not include any **fungi** intended by the **insured** for consumption.
- I.** “**Occupying**” means in; upon; or getting in, on, out or off.
- J.** “**Property damage**” means physical injury or destruction of tangible property including loss of use.

K. “Punitive or exemplary damages” include damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for **bodily injury** or **property damage**.

L. “Trailer” means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup, van or motorhome.

It also means a recreational camping vehicle, a farm wagon or farm implement while towed by a vehicle listed in **L.1.** or **L.2.** above.

M. “Your covered auto” means:

1. Any vehicle shown in the Declarations.
2. **a.** Any newly acquired vehicle, whether operational or not, on the date you become the owner, subject to conditions for **Newly Acquired Replacement Vehicle** and **Newly Acquired Additional Vehicle** under **M.2.b.** below. Any newly acquired vehicle must be of the following types:

- (1) a private passenger auto;
- (2) a pickup or van that:
 - (a) has a Gross Vehicle Weight Rating of 12,000 lbs or less; and
 - (b) is not used for the delivery or transportation of goods and materials unless such use is:
 - i. incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - ii. for farming or ranching; or
- (3) a motorhome or **trailer**.

b. A newly acquired vehicle is subject to the following conditions:

- (1) **Newly Acquired Replacement Vehicle.** If the vehicle you acquire replaces one shown in the Declarations, the replacement vehicle will have the same coverage as the vehicle it replaced, other than Part **D** — Coverage for Damage to Your Auto. This provision applies only if there is no other insurance policy that provides coverage for that replacement vehicle.

Part **D** — Coverage for Damage to Your Auto shall apply for the first thirty (30) days after you acquire the vehicle, including the date of acquisition, only to the extent Part **D** — Coverage for Damage to Your Auto applied to the vehicle being replaced. You must notify us within thirty (30) days after you acquire the replacement vehicle for Part **D** — Coverage for Damage to Your Auto to continue.

- (2) **Newly Acquired Additional Vehicle.** For any newly acquired vehicle that is in addition to any shown in the Declarations coverage shall apply for the first thirty (30) days after you acquire the vehicle, including the date of acquisition. Coverage shall be the broadest coverage we provide for any vehicle shown in the Declarations. This coverage applies only if:

- (a) you acquire the additional vehicle during the policy period shown on the Declarations; and
- (b) there is no other insurance policy that provides coverage for the additional vehicle.

If you wish to add or continue coverage you must ask us to insure the additional vehicle within thirty (30) days after you acquire the additional vehicle. This thirty (30) days of coverage includes the day you acquire the vehicle.

- (3) Collision Coverage for a newly acquired vehicle begins on the date that you acquire the vehicle. However, if the Declarations does not indicate that Collision Coverage applies to at least one vehicle, you must ask us to insure the newly acquired vehicle within four (4) days after you acquire it. If a loss occurs during the four (4) days after you acquire the vehicle but before you asked us to insure the newly acquired vehicle, a \$500 collision deductible will apply.

- (4) Comprehensive Coverage for a newly acquired vehicle begins on the date that you acquire the vehicle. However, if the Declarations does not indicate that Comprehensive Coverage applies to at least one vehicle, you must ask us to insure the newly acquired vehicle within four (4) days after you acquire it. If a loss occurs during the four (4) days after you acquire the vehicle but before you asked us to insure the newly acquired vehicle, a \$500 comprehensive deductible will apply.
- 3. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.

This provision (M.3.) does not apply to Coverage for Damage to Your Auto.

PART A — LIABILITY COVERAGE

INSURING AGREEMENT

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

INTEREST ON JUDGMENTS

We will pay interest on judgments subject to all of the following:

- 1. Any notice, demand, summons, judgment, or any process has been promptly forwarded to us as required by the policy conditions.
- 2. We accept the defense or agree to the judgment.
- 3. We will pay the interest on that part of the judgment that is covered and that does not exceed our applicable limit of liability.
- 4. We will pay interest that accrues after entry of judgment and before we pay, tender, or deposit in court.
- 5. If we appeal the judgment, we will pay interest on the entire judgment.
- 6. Post-judgment interest is in addition to the applicable limit of liability.
- 7. Where we are required to cover prejudgment interest, it shall be included in the limit of liability and is not an additional amount of insurance.

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an **insured**:

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy. We are not obligated to apply for or furnish such bonds.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
4. Other reasonable expenses incurred at our request.
5. All expenses incurred by an **insured** for first aid to others at the time of the accident, not to exceed \$10,000.

EXCLUSIONS

A. We do not provide Liability Coverage for:

1. Any **insured** who intentionally causes **bodily injury** or **property damage** even if such **bodily injury** or **property damage** is of a different kind or degree than expected or intended, or such **bodily injury** or **property damage** is sustained by a different person or persons than expected or intended.
2. **Property damage** to property owned or being transported by any **insured**.
3. **Property damage** to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;
 any **insured**.

This exclusion (A.3.) does not apply to **property damage** to a residence or private garage.

4. **Bodily injury** to an employee of any **insured** during the course of employment. This exclusion (A.4.) does not apply to **bodily injury** to a domestic employee unless workers compensation benefits are required or available for that domestic employee.
5. Any **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (A.5.) does not apply to a share-the-expense car pool.
6. Any **insured** using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
7. a. Any **insured** while employed or otherwise engaged in the **business** of:
 - (1) selling;
 - (2) repairing;
 - (3) servicing;
 - (4) storing; or
 - (5) parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery.
- b. This exclusion (A.7.) does not apply to the ownership, maintenance or use of **your covered auto** by:
 - (1) you;
 - (2) any **family member**; or
 - (3) any partner, agent or employee of you or any **family member**.

8. Any **insured** maintaining or using any vehicle while that **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) not described in Exclusions **A.6.** or **A.7.** This exclusion (**A.8.**) does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup, motorhome or van that:
 - (1) you own; or
 - (2) you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - (a) breakdown;
 - (b) repair;
 - (c) servicing;
 - (d) loss; or
 - (e) destruction; or
 - c. **trailer** used with a vehicle described in **A.8.a.** or **A.8.b.** above.
 9. Any **insured** using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to a **family member** using **your covered auto**.
 10. a. **Bodily injury** or **property damage** for which any **insured**:
 - (1) is an **insured** under a nuclear energy liability policy; or
 - (2) would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
 b. A nuclear energy liability policy is a policy issued by any of the following or their successors:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters; or
 - (3) Nuclear Insurance Association of Canada.
 11. **Punitive or exemplary damages** awarded against any **insured**.
 12. **Bodily injury** or **property damage** arising out of the use of **your covered auto** while leased or rented to others. However, this exclusion does not apply to the operation of **your covered auto** by you or a **family member**.
 13. **Bodily injury** or **property damage** arising out of a criminal act or omission of the **insured**. This exclusion applies regardless of whether that **insured** is actually charged with, or convicted of, a crime. However, this exclusion (**13.**) does not apply to traffic violations.
- B.** We do not provide Liability Coverage for the ownership, maintenance or use of:
1. a. Any vehicle which:
 - (1) has fewer than four wheels;
 - (2) is designed mainly for use off public roads; or
 - (3) is a vehicle not licensed for use on public roads.
 b. This exclusion does not apply:
 - (1) while such vehicle is being used by an **insured** in a medical emergency; or
 - (2) to any **trailer**.
 2. Any vehicle, other than **your covered auto**, which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.

3. a. Any vehicle, other than **your covered auto**, which is:
 - (1) owned by any **family member** or other person who resides with you; or
 - (2) furnished or available for the regular use of any **family member** or other person who resides with you.
- b. However, this exclusion (**B.3.**) does not apply to you while you are maintaining or **occupying** any vehicle which is:
 - (1) owned by a **family member** or other person who resides with you; or
 - (2) furnished or available for the regular use of a **family member** or other person who resides with you.
4. Any vehicle while it is:
 - a. operating on a surface designed or used for racing, except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

LIMIT OF LIABILITY

- A.** If the Declarations indicates “per person”/“per accident” coverage applies:

The limit of liability as shown in the Declarations for “each person” for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for “each person,” the limit of liability shown in the Declarations for “each accident” for Bodily Injury Liability is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

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

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

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

- B.** If the Declarations indicate **Combined Single Limit** applies, Paragraph **A.** above is replaced by the following:

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

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

We will apply the limit of liability to provide any separate **minimum limits** required by law for **bodily injury** and **property damage** liability. However, this provision will not change our total limit of liability.

- C.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **B** or Part **C** of this policy.

- D. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

OUT OF STATE COVERAGE

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

- A. If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required **minimum limits** and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. The **insured** must reimburse us if we make a payment that we would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE

If there is other applicable liability insurance available any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible liability insurance.

PART B — MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay **usual and customary charges** incurred for reasonable and necessary medical and funeral expenses because of **bodily injury**:

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

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

We have a right to review medical expenses and services to determine if they are reasonable and necessary for the **bodily injury** sustained.

- B. “**Insured**” as used in this Part means:

1. You or any **family member**:
 - a. while **occupying**; or
 - b. as a pedestrian or bicyclist when struck by;

a motor vehicle designed for use mainly on public roads or a **trailer** of any type.
2. Any other person while **occupying your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
3. Any other person while **occupying**, as a guest, an automobile not owned by you or a **family member**, while being operated by you or a **family member**.

C. “Usual and customary charges” as used in this Part mean:

Any amount which we determine represents a customary charge for services in the geographic area in which the service is rendered. To determine whether a charge is customary, we may consider outside sources of information of our choice, including, but not limited to:

1. Licensed, certified or registered health care professionals;
2. Medical examinations;
3. Medical file reviews;
4. Medical bill review services; or
5. Computerized data bases.

The **insured** shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us, we will be responsible for resolving such disputes.

EXCLUSIONS

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

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while **occupying** any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured’s business**.
4. Sustained while **occupying** any vehicle located for use as a residence or premises.
5. Occurring during the course of employment if workers compensation benefits are required or available for the **bodily injury**.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
7. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by any **family member** or other person who resides with you; or
 - b. furnished or available for the regular use of any **family member** or other person who resides with you.

However, this exclusion (7.) does not apply to you.

8. Sustained while **occupying** a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However this exclusion does not apply to a **family member** using **your covered auto**.
9. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**. This exclusion (9.) does not apply to **bodily injury** sustained while **occupying** a:
 - a. private passenger auto;
 - b. pickup, van or motorhome that you own; or
 - c. **trailer** used with a vehicle described in a. or b. above.
10. Caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or

- e. rebellion or revolution.
- 11. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.
- 12. Sustained while **occupying** any vehicle while it is:
 - a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
- 13. Caused by the actual, alleged or threatened presence, growth, proliferation or spread of **fungi** or bacteria.

LIMIT OF LIABILITY

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

OTHER INSURANCE

If there is other applicable auto medical payments insurance available any insurance we provide shall be excess over any other applicable auto medical payments insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible auto medical payments insurance.

PART C — UNINSURED/UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **bodily injury**:
 - 1. Sustained by that **insured**; and
 - 2. Caused by an accident.

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

We will pay damages under this coverage caused by an accident with an **underinsured motor vehicle** only if **1.** or **2.** below applies:

- 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
- 2. A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle** and we:
 - a. have been given prompt written notice of such tentative settlement; and

- b. advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

No judgment for damages arising out of a suit brought against the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** is binding on us unless we:

- 1. Received reasonable notice of the pending suit resulting in the judgment; and
- 2. Had a reasonable opportunity to protect our interests in the suit.

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

- 1. You or any **family member**.
- 2. Any Rated Driver shown on the Declarations other than you or a **family member**.
- 3. Any other person **occupying** or using **your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
- 4. Any person entitled to recover damages because of **bodily injury** to which this coverage applies sustained by a person described in **B.1.**, **B.2.** or **B.3.** above.

C. "Underinsured motor vehicle" means a land motor vehicle or **trailer** of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is either:

- 1. Not enough to pay the full amount the **insured** is legally entitled to recover as damages; or
- 2. Reduced by payments to others injured in the accident to an amount which is not enough to pay the full amount the **insured** is legally entitled to recover as damages.

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

- 1. Which is an **uninsured motor vehicle**.
- 2. Owned by or furnished or available for the regular use of you or any **family member**.
- 3. Owned by any governmental unit or agency.
- 4. Operated on rails or crawler treads.
- 5. Designed mainly for use off public roads while not on public roads.
- 6. While located for use as a residence or premises.
- 7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.

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

- 1. To which no bodily injury liability bond or policy applies at the time of the accident.
- 2. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in **bodily injury** without hitting:
 - a. you or any **family member**;
 - b. a vehicle which you or any **family member** are **occupying**; or
 - c. **your covered auto**.

If there is no physical contact with the hit-and-run vehicle, the facts of the accident must be corroborated by competent evidence provided by an independent and disinterested person other than the **insured** making the claim or any person **occupying your covered auto**.

- 3. To which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent.

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

- 1. Which is an **underinsured motor vehicle**.
- 2. Owned by or furnished or available for the regular use of you or any **family member**.

3. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
4. Owned by any governmental unit or agency.
5. Operated on rails or crawler treads.
6. Designed mainly for use off public roads while not on public roads.
7. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured/Underinsured Motorists Coverage for **bodily injury** sustained by an **insured** while **occupying**, or when struck by, any motor vehicle owned by you or a **family member** which is not insured for this coverage under this policy. This includes a **trailer** of any type used with that vehicle.
- B. We do not provide Uninsured/Underinsured Motorists Coverage for **bodily injury** sustained by any **insured** while **occupying your covered auto** when it is being used as a public or livery conveyance. This exclusion (**B.**) does not apply to a share-the-expense car pool.
- C. We do not provide coverage under this Part for **bodily injury** sustained by any **insured** if that **insured** or the legal representative settles the **bodily injury** claim with the owner or operator of an **uninsured motor vehicle** without our written consent. However, this exclusion (**C.**) does not apply if such settlement does not adversely affect our rights.
- D. This coverage shall not apply directly or indirectly to benefit any insurer or self-insure under any of the following or similar law:
 1. Workers compensation law; or
 2. Disability benefits law.
- E. We do not provide Uninsured/Underinsured Motorists Coverage for **punitive or exemplary damages**.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for "each person" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

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

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

The coverage limit for Uninsured/Underinsured Motorists Coverage applies separately to damages caused by an accident with an **uninsured motor vehicle** and **underinsured motor vehicle**.

In no event shall the limit of liability for two or more vehicles or two or more policies be added together, combined, or stacked to determine the limit of liability available to injured persons.

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

2. Disability benefits.

- E. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

OTHER INSURANCE

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

1. Any recovery for damages for **bodily injury** sustained by an **insured** may equal but not exceed the higher of the applicable limit for any one vehicle under this insurance or any other insurance.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. The following priorities of recovery apply:
 - FIRST The Uninsured/Underinsured Motorists Coverage applicable to the vehicle the **insured** was **occupying** at the time of the accident.
 - SECOND Any other policy affording Uninsured/Underinsured Motorists Coverage to the **insured** as a named insured or family member.
4. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits applicable on the same level of priority.

ADDITIONAL DUTIES

A person seeking Uninsured Motorists Coverage must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing by certified or registered mail of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow us 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **underinsured motor vehicle**. Written notice of a tentative settlement shall include:
 - a. Written documentation of lost wages;
 - b. Medical bills; and
 - c. Written authorization to obtain reports from all employers and medical providers.

PART D — COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including its equipment, any child safety seat in use in **your covered auto** or **non-owned auto**, minus any applicable deductible shown in the Declarations. We will pay for loss to **your covered auto** caused by:
1. Other than **collision** only if the Declarations indicate that Comprehensive Coverage is provided for that auto.
 2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

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

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

“Comprehensive” means loss, other than **collision**, to **your covered auto** or a **non-owned auto**. Losses caused by the following are not **collision** losses but are **comprehensive** losses:

Loss caused by missiles or falling objects; fire; theft or larceny; explosion or earthquake; windstorm; hail, water or flood; malicious mischief or vandalism; riot or civil commotion; contact with a bird or animal; or breakage of glass.

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

- C. 1. “Non-owned auto” means:**
- a.** Any private passenger auto, pickup, van (other than cargo van) or **trailer** with a Gross Vehicle Weight Rating of 12,000 pounds or less or any cargo van or moving van with a Gross Vehicle Weight Rating of 18,000 pounds or less, not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member**; or
 - b.** Any auto or **trailer** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - (1)** breakdown;
 - (2)** repair;
 - (3)** servicing;
 - (4)** loss; or
 - (5)** destruction.
- 2. “Non-owned auto” does not include any vehicle which has been operated or rented by or in the possession of an insured for 30 or more consecutive days. This does not apply to a temporary vehicle authorized by us.**
- D. “Camper body” means a body equipped as sleeping or living quarters which is designed to be mounted on a pickup.**
- E. “Diminution in value” means the actual or perceived loss in market or resale value which results from a direct and accidental loss.**

DEDUCTIBLE

Unless stated otherwise, the applicable deductible shown in the Declarations shall be applied to each accidental loss covered under this Part of the policy. However,

- 1.** If loss to more than one of **your covered autos** or a **non-owned auto** results from the same loss, only the highest applicable deductible will apply;
- 2.** In the event of a **collision** with another vehicle insured by:
 - a.** a Safeco insurance company; or
 - b.** another affiliated company within the Liberty Mutual Agency Markets business unit of Liberty Mutual Group;
 no deductible will apply.
 This does not include a vehicle described as **your covered auto** or **non-owned auto**.
- 3.** No deductible will apply to **your covered auto** or a **non-owned auto** if the loss to **your covered auto** or a **non-owned auto** results from the same event as a loss covered under your Safeco Homeowners or Condominium policy and we issue a payment under your Homeowners or Condominium policy for the loss.

TRANSPORTATION EXPENSES

- A.** Subject to the limitations described in paragraphs **B.** and **C.**, below, we will pay:
- 1.** Temporary transportation expenses incurred by you in the event of the total theft of **your covered auto** or a **non-owned auto**. We will pay for such expenses only if the Declarations indicate that Comprehensive Coverage is provided for that auto. We will pay only expenses incurred during the period:
 - a.** beginning 48 hours after the theft; and
 - b.** ending when **your covered auto** or the **non-owned auto** is returned to use or we pay for its loss.

2. Indirect loss expenses for which you become legally responsible in the event of a loss to a **non-owned auto**. We will pay only expenses beginning when the **non-owned auto** is withdrawn from use for more than 24 hours. We will pay for indirect loss expenses if the loss is caused by:
 - a. a **comprehensive** loss only if the Declarations indicate that Comprehensive Coverage is provided for any **your covered auto**.
 - b. **collision** only if the Declarations indicate that Collision Coverage is provided for any **your covered auto**.
- B. For the expenses described in paragraphs **A.1.** and **A.2.** we will pay the greater of the following, without application of a deductible:
 1. Up to \$20 per day, to a maximum of \$600; or
 2. The limit for Loss of Use, if any, shown in the Declarations.
- C. Our payment for the expenses described in paragraphs **A.1.** and **A.2.** will be limited to that period of time reasonably required to repair or replace the **your covered auto** or the **non-owned auto**.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.
2. Loss to **your covered auto** or any **non-owned auto** while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
3. Damage or loss due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure; or
 - d. road damage to tires.

This exclusion (3.) does not apply if the damage results from the total theft of **your covered auto** or any **non-owned auto**.

4. Damage or loss arising out of neglect. Neglect means your failure to adequately maintain **your covered auto** or **non-owned auto** after the loss.

With respect to water under Comprehensive Coverage, there is no coverage for:

- a. moisture, condensation, humidity, or vapor;
 - b. water intrusion around or through panels, surfaces and seals; or
 - c. water that collects in spaces or ventilation systems; or
 - d. **fungi**, dry rot or bacteria;
- resulting from neglect.
5. Loss due to or as a consequence of:
 - a. discharge of any nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
 6. Loss from or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. nuclear reaction;

- b. radiation; or
 - c. radioactive contamination.
7. Loss to:
- a. any electronic equipment designed for the production or reproduction of sound, pictures, audio, visual or data or that receives or transmits sound, pictures or data signals.
 - b. This exclusion (7.) does not apply to:
 - (1) equipment designed for the reproduction of sound or transmission of sound, pictures, audio, visual or data signals and accessories used with such equipment, provided:
 - (a) the electronic equipment is permanently installed by the original vehicle manufacturer or manufacturer's dealership in **your covered auto** or any **non-owned auto**; or
 - (b) the electronic equipment is:
 - i. removable from a housing unit which is permanently installed by the original vehicle manufacturer or manufacturer's dealership in the auto;
 - ii. designed to be solely operated by use of the power from the auto's electrical system; and
 - iii. in or upon **your covered auto** or any **non-owned auto**; at the time of loss.
 - (c) any equipment installed through our Teensurance™ program.

However, we will pay only up to a total of \$500 or the actual cash value of **your covered auto** or any **non-owned auto**, whichever is less, for all such equipment that is not installed by the original vehicle manufacturer or manufacturer's dealership.
 - (2) any other electronic equipment that is:
 - (a) necessary for the normal operation of the auto or the monitoring of the auto's operating systems;
 - (b) an integral part of the same unit housing any electronic equipment described in 7.a. and permanently installed by the original vehicle manufacturer or manufacturer's dealership in **your covered auto** or any **non-owned auto**.
8. Loss to:
- a. tapes, records, discs, or other media used with such equipment described in exclusion (7.); or
 - b. any other accessories, not permanently installed used with such equipment described in exclusion (7.).
9. Loss to **your covered auto** or any **non-owned auto** due to destruction or confiscation by governmental or civil authorities because you or any **family member**:
- a. engaged in illegal activities; or
 - b. failed to comply with Environmental Protection Agency or Department of Transportation standards.
- This exclusion (9.) does not apply to the interests of Loss Payees in **your covered auto**.
10. Loss to a **camper body**, motorhome or **trailer** you own which is not shown in the Declarations. This exclusion (10.) does not apply to a **camper body**, motorhome or **trailer** you:
- a. acquire during the policy period; and
 - b. ask us to insure within 30 days after you become the owner.
11. Loss to any **non-owned auto** when used by you or any **family member** without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted.
12. Loss to equipment, whether operational or not, whose design may be used for the detection or location of law enforcement equipment.

13. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business** of:
- a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;
- vehicles designed for use on public highways. This includes road testing and delivery.
14. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in any **business** not described in exclusion 2. and 13. This exclusion (14.) does not apply to the maintenance or use by you or any **family member** of a **non-owned auto** which is a private passenger auto or **trailer**.
15. Loss to **your covered auto** or any **non-owned auto** while it is:
- a. operating on a surface designed or used for racing. This does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
16. Loss to, or loss of use of, a **non-owned auto** rented by:
- a. you; or
 - b. any **family member**;
- if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that **family member**, pursuant to the provisions of any applicable rental agreement or state law.
17. Loss to **your covered auto** or any **non-owned auto**, arising out of the actual, alleged or threatened presence, growth, proliferation or spread of **fungi**, dry rot or bacteria.
18. Loss to **your covered auto**, **non-owned auto**, or **trailer**, for **diminution in value**.
19. Loss in excess of \$500 per claim or the actual cash value of **your covered auto** or any **non-owned auto**, whichever is less, for any furnishings or equipment that were not installed by the original vehicle manufacturer or manufacturer's dealership which mechanically or structurally changes your vehicle and results in increase in performance or change in appearance, including but not limited to:
- a. custom murals, paintings or other decals or graphics;
 - b. custom wheels, tachometers, pressure and temperature gauges;
 - c. modified or custom engines and fuel systems, light bars, racing slicks and/or oversized tires, roll bars and lift kits, winches, utility boxes, and tool boxes; or
 - d. non-standard paint.
- This exclusion does not apply to equipment installed to make a vehicle handicap accessible.
20. Loss arising out of the use of **your covered auto** while leased or rented to others.
21. Loss to **your covered auto** or a **non-owned auto** caused by an intentional act by you or a **family member**, or at the direction of you or a **family member**.

LIMIT OF LIABILITY

- A. At our option, our limit of liability for loss will be the lowest of:
1. The actual cash value of the stolen or damaged property;
 2. a. The amount necessary to repair or replace the property;

- b. Determination of the cost of repair or replacement will be based upon one of the following:
 - (1) the cost of repair or replacement agreed upon by you and us;
 - (2) a competitive bid approved by us; or
 - (3) an estimate written based upon the prevailing competitive price. You agree with us that we may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or

3. The limit of liability shown in the Declarations.

However, the most we will pay for loss to any **non-owned auto**, which is a **trailer**, is \$1,500.

- B. An adjustment for depreciation and physical condition may be made based upon the physical condition and wear and tear of the property or damaged part of the property at the time of the loss. This adjustment for physical condition includes but is not limited to, broken, cracked or missing parts, rust, dents, scrapes, gouges and paint condition. When replacing parts normally subject to repair or replacement during the useful life of the vehicle, we will not pay for the amount of any betterment.
- C. If a loss to **your covered auto** or **non-owned auto** is also payable as damages under the Liability Coverage of another policy issued by us, we will pay for such damage or loss only once, either under this policy or the Liability Coverage of the other policy.

PAYMENT OF LOSS

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

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

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

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

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:

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

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - 1. Pay its chosen appraiser; and
 - 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E — DUTIES AFTER AN ACCIDENT OR LOSS

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

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require:
 - a. to physical examinations by physicians we select. We will pay for these exams.
 - b. to examination under oath and subscribe the same. We may examine any **insured** separately and apart from the presence of any other **insured**.
 - 4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.
 - 5. Submit a proof of loss, under oath if requested, when required by us.
- C. A person seeking Uninsured/Underinsured Motorists Coverage must also:
 - 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.
 - 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage for Damage to Your Auto must also:
 - 1. Take reasonable steps after loss to protect **your covered auto** or any **non-owned auto** and its equipment from further loss. We will pay reasonable expenses incurred to do this.
 - 2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen.
 - 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F — GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
 - 1. During the policy period as shown in the Declarations; and
 - 2. Within the policy territory.
- B. The policy period is the period stated in the Declarations. The policy may be renewed for successive policy periods if the required premium is paid and accepted by us on or before the expiration of the current policy period. The premium will be computed at our then current rate for coverage then offered.
- C. The policy territory is:
 - 1. The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada.

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

BANKRUPTCY

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

CHANGES

- A.** This policy, your Declarations page and endorsements issued by us to this policy contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** The premium for your policy is based on information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct and complete and you will notify us if it changes. If this information is incorrect, incomplete, or changes, we will adjust your premium during the policy term or take other appropriate action based upon the corrected, completed or changed information. Changes during the policy term that will result in a premium increase or decrease during the policy term include, but are not limited to, changes in:
1. The number, type or use classification of insured vehicles.
 2. Operators using insured vehicles including newly licensed **family member** drivers and any household members that have licenses.
 3. The location where your vehicle is principally garaged.
 4. Customized equipment or parts.

You also agree to disclose all licensed drivers residing in the household.

- C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.
- D.** Additional or return premium of \$3.00 or less resulting from policy changes will be waived.

PAYMENT OF PREMIUM

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution. If the check, draft or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

FRAUD

This policy was issued in reliance upon the information provided on your application. We may void this policy if you or an **insured** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, with the intent to deceive and such deception was prejudicial to us, at the time application was made or any time during the policy period. The breach of warranty or condition shall not void the policy unless such breach exists at the time of loss and contributes to the loss.

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

We may void this policy or deny coverage for fraud or material misrepresentation even after the occurrence of an accident or loss. This means we will not be liable for any claims or damages which would otherwise be covered. If we make a payment, we may request that you reimburse us. If so requested, you must reimburse us for any payments we may have already made.

LEGAL ACTION AGAINST US

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A**, no legal action may be brought against us until:
1. We agree in writing that the **insured** has a legal obligation to pay damages; or

2. The amount of that obligation has been finally determined by judgment after trial.
- B.** No person or organization has any right under this policy to bring us into any action to determine the legal liability of an **insured**.

OUR RIGHT TO RECOVER PAYMENT

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another person, entity or organization we shall be subrogated to that right. That person shall:
1. Do whatever is necessary to enable us to exercise our rights; and
 2. Do nothing after loss to prejudice them.

However, our rights in this paragraph **(A.)** do not apply under Part **D**, against any person using **your covered auto** with your express or implied permission or other person having lawful possession and is not using a vehicle beyond the scope of the permission granted.

- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.
- C.**
1. Our rights do not apply under paragraph **A.** with respect to Underinsured Motorists Coverage if:
 - a. We have been given prompt written notice by certified or registered mail of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and
 - b. We fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
 2. If we advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:
 - a. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorists Coverage; and
 - b. We also have a right to recover the advanced payment.

TERMINATION

- A. Cancellation.** This policy may be canceled during the policy period as follows:
1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or
 - b. giving us advance written or verbal notice of the date cancellation is to take effect. We may waive the requirement the notice be in writing by confirming the date and time of cancellation to you in writing.
 2. We may cancel by mailing by certified mail to the named insured shown in the Declarations at the address last known by us:
 - a. at least 10 days notice:
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal policy; or
 - b. at least 30 days notice in all other cases.
 3. After this policy is in effect for 60 days, or if this is a renewal policy, we will cancel only:
 - a. for nonpayment of premium; or
 - b. for fraud or material misrepresentation concerning the policy or **insureds**; or

- c. if your driver's license or that of:
 - (1) any driver who lives with you; or
 - (2) any driver who customarily uses **your covered auto**;
 has been suspended or revoked during the policy period.

B. Nonrenewal. If we decide not to renew this policy, we will mail notice to the named insured shown in the Declarations at the last address known by us. Notice will be mailed at least 20 days before the end of the policy period.

C. Automatic Termination. If we offer to renew and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that you have not accepted our offer.

Coverage for **your covered auto** shall automatically terminate on the effective date of any other motor vehicle insurance policy covering that vehicle.

D. Other Termination Provisions.

1. If the law in effect in your state at the time this policy is issued or renewed:
 - a. requires a longer notice period;
 - b. requires a special form of or procedure for giving notice; or
 - c. modifies any of the stated termination reasons;
 we will comply with those requirements.
2. We may deliver any notice of renewal instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

1. The surviving spouse, civil partner or **domestic partner** if resident in the same household at the time of death. Coverage applies to the spouse, civil partner or **domestic partner** as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

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

TWO OR MORE AUTOS INSURED; TWO OR MORE AUTO POLICIES

If this policy insures two or more autos or if any other auto insurance policy issued to you by us applies to the same accident, the maximum limit of our liability shall not exceed the highest limit applicable to any one auto. In no event shall the limit of liability of two or more motor vehicles or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available to you or any **insured**.

LOSS PAYABLE CLAUSE

As to the interest of the loss payee, this policy will remain in effect from the inception date and until ten days after proof of mailing that the cancellation notice has been mailed to the loss payee. When we pay the loss payee we shall, to the extent of payment, have the loss payee's rights of recovery.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of any **insured**, or where the loss is otherwise not covered under the terms of the policy, the loss payee or lienholder's interest will not be protected.

STORAGE COSTS

If you give us your consent, we may move the damaged property, at our expense, to reduce storage costs during the claims process. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved the damaged property.

NAMED DRIVER EXCLUSION

If there is an excluded driver under this policy, then we will not provide coverage for any claim arising from an accident or loss involving a motor vehicle being operated by that excluded person. This includes any claim for damages made against you or any **family member** or any other person or organization that is vicariously liable for an accident arising out of the operation of a motor vehicle by the excluded driver.

ADDITIONAL COVERAGES

AGREEMENT: WE WILL PROVIDE THE INSURANCE DESCRIBED IN EACH OF THE FOLLOWING ADDITIONAL COVERAGES ONLY IF INDICATED IN THE DECLARATIONS.

ROADSIDE ASSISTANCE COVERAGE CALL 1-877-ROAD 101 (1-877-762-3101)

“**Your covered auto**” as used in this endorsement means a private passenger vehicle, motor home or **trailer** owned by you and for which a specific premium is shown on the Declarations for this coverage.

The following coverages apply to each vehicle for which this coverage is shown on the Policy Declarations:

1. Each time **your covered auto** or any **non-owned auto** is disabled due to mechanical or electrical breakdown we will pay reasonable and necessary expenses for the use of an **authorized service provider** to tow or flatbed **your covered auto** or **non-owned auto** up to 10 miles or to the nearest qualified place where necessary repairs can be made during regular **business** hours.
2. Each time **your covered auto** or any **non-owned auto** is disabled requiring:
 - a. Towing to dislodge the vehicle from its place of disablement within 100 feet of a public street or highway; or
 - b. Labor, including change of tire, at the place of its breakdown; or
 - c. Delivery of fuel, oil, water or other fluids (we do not pay the costs of these items); or
 - d. Key lock-out services;

we will cover up to one (1) hour of labor for the use of an **authorized service provider** for service at the place of disablement.
3. For policies with a 6 month policy term, coverage is limited to no more than two occurrences per vehicle plus an additional two occurrences per policy in a 6 month policy period for both coverages **1.** and **2.**, above.
4. For policies with an annual policy term, coverage is limited to no more than four occurrences per vehicle plus an additional four occurrences per policy in a 12 month policy period for both coverages **1.** and **2.**, above.

Authorized service provider means a service provider contracted by us providing, at no charge to you, roadside assistance as described and limited above.

When service is provided by other than an **authorized service provider**, we will reimburse you only for reasonable charges as determined by us.

No deductible applies to this coverage.

LOSS OF USE COVERAGE

The provisions and exclusions that apply to Part **D** — Coverage for Damage to Your Auto also apply to this coverage except as changed below:

When there is a loss to any vehicle described in the Declarations for which a specific premium charge indicates that Loss of Use Coverage is afforded, we will reimburse you for expenses you incur to rent a substitute vehicle.

This coverage applies only if:

1. The vehicle is withdrawn from use for more than 24 hours;
2. The loss is caused by **collision**, or is covered by the Comprehensive Coverage of this policy; and
3. The loss exceeds the appropriate **collision** or **comprehensive** deductible applying to the vehicle.

However, this coverage does not apply to losses caused by **collision** if Collision Coverage does not apply to the vehicle.

Our payment will be limited to that period of time reasonably required to repair or replace the vehicle. We will pay up to the amount per day and the maximum shown for Loss of Use in the Declarations.

No deductible applies to this coverage.

FULL SAFETY GLASS COVERAGE

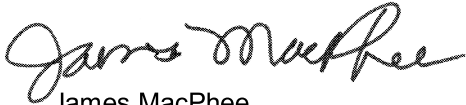
We will pay under Comprehensive Coverage for the cost of repairing or replacing damaged **safety equipment** on **your covered auto** without a deductible. We will pay only if:

1. The Declarations indicates that Comprehensive Coverage applies; and
2. A specific premium charge for Full Safety Glass Coverage is shown in the Declarations for **your covered auto**.

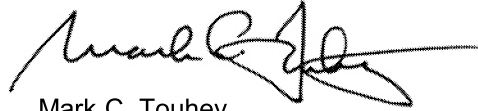
“**Safety equipment**”, as used in this coverage means the:

1. Glass used in the windshield, doors and windows of **your covered auto**; and
2. Glass, plastic or other material used in the lights of **your covered auto**.

This policy has been signed by our President and Secretary.



James MacPhee
President



Mark C. Touhey
Vice President and Secretary

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SA-1701/EP 9/90 _____
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REPORT SUMMARY

CLAIM INFORMATION

Owner	Jenson, Jeffrey 5074 Jackson St,null Omaha, NE 68106
Loss Vehicle	2013 Chrysler 200 Limited
Loss Incident Date	06/18/2018
Claim Reported	06/25/2018

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by SAFECO INSURANCE COMPANY OF ILLINOIS.

Loss vehicle has 33% fewer than average mileage of 76,600.

INSURANCE INFORMATION

Report Reference Number	89074761
Claim Reference	037678810-0001
Adjuster	Melton, Lauren
Appraiser	Marrier, Nicholas
Odometer	51,448
Last Updated	06/28/2018 08:43 AM

VALUATION SUMMARY

Base Vehicle Value	\$ 12,621.00
Condition Adjustment	- \$ 736.00
Refurbishments	+ \$ 31.00
Adjusted Vehicle Value	\$ 11,916.00
Vehicular Tax (7%)	+ \$ 834.12
Tax reflects applicable state, county and municipal taxes.	
Value before Deductible	\$ 12,750.12
Deductible	- \$ 750.00

Total \$ 12,000.12

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

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VALUATION METHODOLOGY

How was the valuation determined?

CLAIM INSPECTION



SAFECO INSURANCE COMPANY OF ILLINOIS has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.

DATABASE REVIEW



CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information



 **VEHICLE INFORMATION**

VEHICLE DETAILS

Location	OMAHA, NE 68106
VIN	██████████9912
Year	2013
Make	Chrysler
Model	200
Trim	Limited
Body Type	Sedan
Engine -	
Cylinders	6
Displacement	3.6L
Fuel Type	Gasoline
Carburation	Electronic Fuel Injection
Transmission	Automatic Transmission
Curb Weight	3403 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

VEHICLE ALLOWANCES

Odometer	51,448	+ 1,550
Options		
Navigation System	Reported	+ 491
Message Center	Reported	+ 43
Electric Glass Roof	Reported	+ 491
Hands Free	Reported	+ 82
Reported* Option(s) added after initial valuation		

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

VEHICLE HISTORY SUMMARY

Experian AutoCheck	No Title Problem Found
Insurance Services Organization/ National Insurance Crime Bureau	2 Records Found
National Highway Traffic Safety Administration	5 Recalls

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	51,448	
Transmission	Automatic Transmission	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Power Driver Seat	✓
	Power Trunk/Gate Release	✓
	Decor/Convenience	Air Conditioning
	Climate Control	✓
	Tilt Wheel	✓
	Cruise Control	✓
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
	Navigation System	📄
	Keyless Entry	✓
	Telescopic Wheel	✓
	Message Center	📄
	Home Link	✓
	Remote Starter	✓
Seating	Bucket Seats	✓
	Leather Seats	✓
	Heated Seats	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	CD Player	✓
	Steering Wheel Touch Controls	✓
	Auxiliary Audio Connection	✓

To the left is the equipment of the loss vehicle that SAFECO INSURANCE COMPANY OF ILLINOIS provided to CCC.

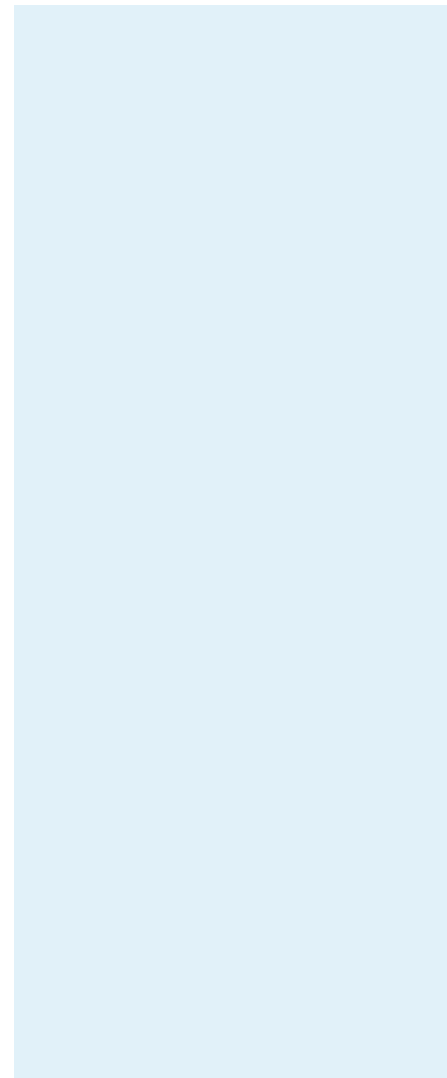
✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

📄 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

 VEHICLE INFORMATION

VEHICLE EQUIPMENT

	Premium Radio	✓
	Satellite Radio	✓
Wheels	Aluminum/Alloy Wheels	✓
Roof	Electric Glass Roof	📄
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Anti-lock Brakes (4)	✓
	4-wheel Disc Brakes	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
	Hands Free	📄
	Alarm	✓
	Traction Control	✓
	Stability Control	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Heated Mirrors	✓
	Tinted Glass	✓
	Fog Lamps	✓
	Clearcoat Paint	📄
	Metallic Paint	📄
Other - Cars	California Emissions	📄



VEHICLE CONDITION/REFURBISHMENTS

COMPONENT CONDITION

	Condition	Inspection Notes	Value Impact
INTERIOR			
Seats	MAJOR WEAR	Significantly soiled. Significant wear	- \$ 157
Carpets	MAJOR WEAR	Significant gouges/scratches to interior trim	- \$ 147
Dashboard	MAJOR WEAR	Numerous scratches and/or gouges.	- \$ 285
Headliner	MAJOR WEAR	Significantly scuffed.	- \$ 187
EXTERIOR			
Sheet Metal	NORMAL WEAR		\$ 0
Trim	NORMAL WEAR		\$ 0
Paint	NORMAL WEAR		\$ 0
Glass	NORMAL WEAR		\$ 0
MECHANICAL			
Engine	NORMAL WEAR		\$ 0
Transmission	NORMAL WEAR		\$ 0
TIRES			
Front Tires	EXCEPTIONAL	10/32 - all	\$ 20
New Tires		Purchase Price : \$ 460.00	\$ 31
Rear Tires	EXCEPTIONAL	10/32 - all	\$ 20
Total Condition Adjustments			- \$ 736

SAFECO INSURANCE COMPANY OF ILLINOIS uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Normal Wear condition. These dollar adjustments are based upon interviews with dealerships across the United States.

SAFECO INSURANCE COMPANY OF ILLINOIS also identifies the after factory options and upkeep dollars invested into the loss vehicle that were brought to its attention. CCC makes dollar adjustments that reflect the impact, if any, these items have on the value of the vehicle. The total of these adjustments is shown in the Valuation Summary as Refurbishments.

 COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Odometer	51,448	80,246	72,628	43,863
Automatic Transmission	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✓	✓
Power Trunk/Gate Release	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Navigation System	✓	✗	✗	✗
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Message Center	✓	✗	✗	✗
Home Link	✓	✓	✓	✓
Remote Starter	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
Leather Seats	✓	✓	✓	✓
Heated Seats	✓	✓	✓	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	✓	✓	✓	✓
Satellite Radio	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓
Electric Glass Roof	✓	✗	✗	✗
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓

Comp 1 Updated Date: 06/05/2018

2013 Chrysler 200 Limited 6 3.6I
Gasoline Electronic Fuel Injection
VIN 1C3CCBCG2DN615204
Dealership Lyman Auto
Telephone (712) 778-2100
Source Autotrader

Distance from Omaha, NE
45 Miles - Griswold, IA

Comp 2 Updated Date: 04/23/2018

2013 Chrysler 200 Limited 6 3.6I
Gasoline Electronic Fuel Injection
VIN 1C3CCBCG1DN609300
Dealership Woodhouse Blair
Telephone (402) 835-4484
Source Dealer Ad

Stock # F180106D
Distance from Omaha, NE
21 Miles - Blair, NE

Comp 3 Updated Date: 05/17/2018

2013 Chrysler 200 Limited 6 3.6I
Gasoline Electronic Fuel Injection
VIN 1C3CCBCG2DN720325
Dealership B & D Auto Sales
Telephone (402) 464-4279
Source Autotrader

Stock # 17563A
Distance from Omaha, NE
43 Miles - Lincoln, NE

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

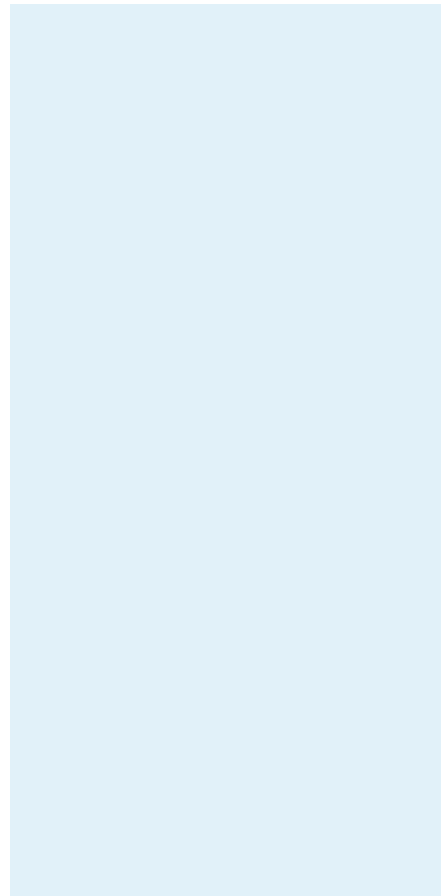
List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

¹The **Condition Adjustment** sets that comparable vehicle to Normal Wear condition, which the loss vehicle is also compared to in the Vehicle Condition section.

 **COMPARABLE VEHICLES**

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Hands Free	✓	✓	✗	✗
Alarm	✓	✓	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Tinted Glass	✓	✓	✓	✓
Fog Lamps	✓	✓	✓	✓
Clearcoat Paint	✓	✗	✗	✗
Metallic Paint	✓	✗	✗	✗
California Emissions	✓	✓	✗	✗
List Price		\$ 9,500	\$ 11,950	\$ 12,500
Adjustments:				
Options		+ \$ 1,025	+ \$ 1,107	+ \$ 1,107
Mileage		+ \$ 1,797	+ \$ 1,273	- \$ 382
Condition ¹		- \$ 531	- \$ 531	- \$ 531
Adjusted Comparable Value		\$ 11,791	\$ 13,799	\$ 12,694

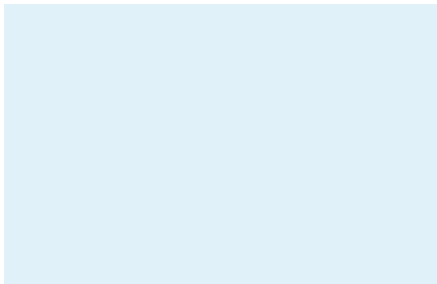


 VALUATION NOTES

06/28/2018 08:43 - Refurbishments changed after request Disposed

06/28/2018 08:43 - Refurbishment New Tires Changed: Purchase Price Old: NIL
Purchase Price New: \$460.00 Number of tires Old: NIL Number of tires New: 4

This Market Valuation Report has been prepared exclusively for use by SAFECO INSURANCE COMPANY OF ILLINOIS, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.



SUPPLEMENTAL INFORMATION



VEHICLE HISTORY INFORMATION

VINguard®

VINguard® Message: VINguard has decoded this VIN without any errors

ISO Vehicle History:

Number of times reported to ISO:	2
ISO's file number:	H0274775652
Loss date:	12/15/2017
Phone:	4024942411
Claim ref:	N40637
ISO notified:	06/22/2018
Loss date:	06/18/2018
Phone:	6305057785
Claim ref:	037678810

SUPPLEMENTAL INFORMATION



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	✓ No Abandoned Record Found
Damaged	✓ No Damaged Record Found
Fire Damage	✓ No Fire Damage Record Found
Grey Market	✓ No Grey Market Record Found
Hail Damage	✓ No Hail Damage Record Found
Insurance Loss	✓ No Insurance Loss Record Found
Junk	✓ No Junk Record Found
Rebuilt	✓ No Rebuilt Record Found
Salvage	✓ No Salvage Record Found
EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	✓ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓ No Frame Damage Record Found
Major Damage Incident	✓ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓ No Odometer Problem Record Found
Recycled	✓ No Recycled Record Found
Water Damage	✓ No Water Damage Record Found
Salvage Auction	✓ No Salvage Auction Record Found
VEHICLE INFORMATION	RESULTS FOUND
Accident	✓ No Accident Record Found
Corrected Title	✓ No Corrected Title Record Found
Driver Education	✓ No Driver Education Record Found
Fire Damage Incident	✓ No Fire Damage Incident Record Found
Lease	✓ No Lease Record Found
Lien	✓ No Lien Record Found
Livery Use	✓ No Livery Use Record Found
Government Use	✓ No Government Use Record Found
Police Use	✓ No Police Use Record Found
Fleet	✓ No Fleet Record Found
Rental	✓ No Rental Record Found
Fleet and/or Rental	✓ No Fleet and/or Rental Record Found
Repossessed	✓ No Repossessed Record Found
Taxi use	✓ No Taxi use Record Found
Theft	✓ No Theft Record Found
Fleet and/or Lease	✓ No Fleet and/or Lease Record Found
Emissions Safety Inspection	✓ No Emissions Safety Inspection Record Found
Duplicate Title	✓ No Duplicate Title Record Found

CCC provides SAFECO INSURANCE COMPANY OF ILLINOIS information reported by Experian regarding the 2013 Chrysler 200 (9912). This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

- LEGEND :**
- ✓ No Event Found
 - ⊘ Event Found
 - 📄 Information Needed

TITLE CHECK
THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENT CHECK
THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION
THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss vehicle show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

ODOMETER CHECK
THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 06/28/2018

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
11/05/2012	OMAHA, NE		Dealer Service	VEHICLE DETAILED
11/05/2012	OMAHA, NE		Dealer Service	PROMOTIONAL SERVICE PERFORMED
02/22/2013	OMAHA, NE		Dealer Service	BATTERY SERVICED OR REPLACED
02/22/2013	OMAHA, NE		Dealer Service	ELECTRICAL SYSTEM SERVICED
04/11/2013	NE	78	Motor Vehicle Dept.	ODOMETER READING FROM DMV
04/29/2013	OMAHA, NE		Dealer Service	VEHICLE SERVICED
05/07/2013	OMAHA, NE		Motor Vehicle Dept.	TITLE (Lien Reported)
05/10/2013	OMAHA, NE		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
11/27/2013	BELLEVUE, NE		Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
11/27/2013	BELLEVUE, NE		Dealer Service	LUBE, OIL AND/OR FILTER CHANGED
11/27/2013	BELLEVUE, NE		Dealer Service	PROMOTIONAL SERVICE PERFORMED
05/08/2014	OMAHA, NE		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
06/19/2014	BELLEVUE, NE	9917	Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
06/19/2014	BELLEVUE, NE		Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
06/19/2014	BELLEVUE, NE		Dealer Service	TIRES OR WHEELS SERVICE PERFORMED
06/19/2014	BELLEVUE, NE		Dealer Service	TIRES OR WHEELS SERVICE PERFORMED
06/19/2014	BELLEVUE, NE		Dealer Service	LUBE, OIL AND/OR FILTER CHANGED
06/19/2014	BELLEVUE, NE		Dealer Service	PROMOTIONAL SERVICE PERFORMED
04/06/2015	BELLEVUE, NE	20197	Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
04/06/2015	BELLEVUE, NE		Dealer Service	DRIVE LINE SERVICED
04/06/2015	BELLEVUE, NE		Dealer Service	ELECTRICAL SYSTEM SERVICED
04/06/2015	BELLEVUE, NE		Dealer Service	LUBE, OIL AND/OR FILTER CHANGED

SUPPLEMENTAL INFORMATION

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
04/06/2015	BELLEVUE, NE		Dealer Service	PROMOTIONAL SERVICE PERFORMED
05/21/2015	BELLEVUE, NE	24044	Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
05/21/2015	BELLEVUE, NE		Dealer Service	LUBE, OIL AND/OR FILTER CHANGED
05/27/2015	OMAHA, NE		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
12/15/2015	BELLEVUE, NE	31718	Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
12/15/2015	BELLEVUE, NE		Dealer Service	LUBE, OIL AND/OR FILTER CHANGED
05/04/2016	OMAHA, NE		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
04/05/2017	BELLEVUE, NE	42976	Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
04/05/2017	BELLEVUE, NE		Dealer Service	LUBE, OIL AND/OR FILTER CHANGED
04/05/2017	BELLEVUE, NE		Dealer Service	VEHICLE SERVICED
05/02/2017	OMAHA, NE		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
12/27/2017	BELLEVUE, NE	49207	Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
12/27/2017	BELLEVUE, NE		Dealer Service	LUBE, OIL AND/OR FILTER CHANGED
04/04/2018	OMAHA, NE		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

SUPPLEMENTAL INFORMATION

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

SUPPLEMENTAL INFORMATION



NHTSA VEHICLE RECALL

NHTSA Campaign ID : 13V043000

Mfg's Report Date : FEB 06, 2013

Component : FUEL SYSTEM, GASOLINE

Potential Number Of Units Affected : 1,785

Summary : Chrysler is recalling certain model year 2013 Chrysler 200 and Dodge Avenger vehicles manufactured from October 30, 2012, through November 2, 2012. These vehicles may have a gas tank that has a broken control valve in the fuel tank assembly.

Consequence : A broken control valve in the fuel tank assembly may lead to an engine stall or fuel leakage. An engine stall while driving may contribute to a vehicle crash. Fuel leakage, in the presence of an ignition source, may result in a fire.

Remedy : Chrysler will notify owners, and dealers will inspect the fuel tank assembly and replace any affected control valves, free of charge. The recall began on April 4, 2013. Owners may contact Chrysler at 1-800-247-9753.

Notes : Chrysler's recall campaign number is N02. Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov.

NHTSA Campaign ID : 13V282000

Mfg's Report Date : JUL 02, 2013

Component : AIR BAGS , ELECTRICAL SYSTEM

Potential Number Of Units Affected : 442,481

Summary : Chrysler is recalling certain model year 2011-2013 Sebring and 200 vehicles manufactured June 28, 2011, through December 13, 2012; model year 2011-2013 Dodge Avenger vehicles manufactured June 25, 2011, through January 14, 2013; model year 2011-2012 Dodge Nitro vehicles manufactured June 17, 2011, through December 15, 2011; and model year 2011-2012 Jeep Liberty vehicles manufactured June 17, 2011, through August 15, 2012. Electrical over-stress of a resistor in the occupant restraint control module may lead to the non-deployment of the active head restraints during a rear impact collision.

Consequence : In the event of a crash necessitating the deployment of the active head restraints , their non-deployment could increase the risk of injury.

Remedy : Chrysler will notify owners, and dealers will flash the Totally Integrated Power Module (TIPM) or replace the occupant restraint control module, as needed, free of charge. The recall is expected to begin in August 2013. Owners may contact Chrysler at 1-800-247-9753. Chrysler's recall campaign number is N38.

Notes : Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 or go to www.safercar.gov.

The National Highway Traffic Safety Administration has issued 5 safety related recall notices that may apply to the above valued vehicle.

SUPPLEMENTAL INFORMATION

NHTSA Campaign ID : 13V552000

Mfg's Report Date : NOV 05, 2013

Component : ENGINE

Potential Number Of Units Affected : 521

Summary : Chrysler Group LLC (Chrysler) is recalling certain model year 2013 Dodge Avenger and Chrysler 200, and model year 2014 Jeep Compass and Patriot vehicles equipped with 2.4L engines. Due to abrasive debris in the balance shaft bearings, these engines may have a loss of engine oil pressure, possibly resulting in an engine stall or engine failure.

Consequence : If the engine stalls while driving it may increase the risk of a crash.

Remedy : Chrysler will notify owners, and dealers will replace the engine balance shaft module, free of charge. The recall began on December 24, 2013. Owners may contact Chrysler at 1-800-247-9753. Chrysler's recall campaign number is N52.

Manufacturer Recall No. : N52

NHTSA Campaign ID : 16V668000

Mfg's Report Date : September 15, 2016

Component : SEAT BELTS, AIR BAGS

Potential Number Of Units Affected : 1,425,627

Summary : Chrysler (FCA US LLC) is recalling certain model year 2011-2014 Chrysler 200, 2010 Chrysler Sebring, 2010-2012 Dodge Caliber and 2010-2014 Jeep Patriot, Compass and Dodge Avenger vehicles. The Occupant Restraint Control (OCR) module may short circuit, preventing the frontal air bags, seat belt pretensioners, and side air bags from deploying in the event of a crash.

Consequence : If the frontal air bags, seat belt pretensioners, and side air bags are disabled, there is an increased risk of injury to the vehicle occupants in the event of a vehicle crash that necessitates deployment of these safety systems.

Remedy : Chrysler will notify owners, and dealers will replace the OCR, free of charge. Interim letters informing owners that parts are not available yet were mailed on October 26, 2016. Owners will receive a second notice when remedy parts become available in June 2017. Owners may contact Chrysler customer service at 1-800-853-1403. Chrysler's number for this recall is S61.

Notes : Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov.

NHTSA Campaign ID : 17V640000

Mfg's Report Date : October 10, 2017

Component : AIR BAGS, SEATS

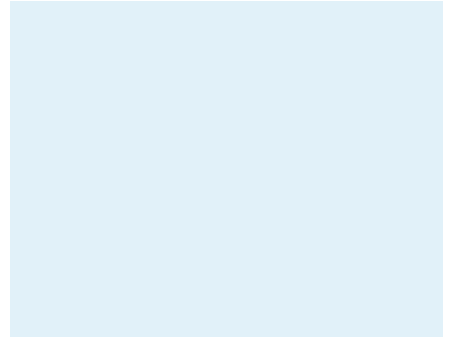
Potential Number Of Units Affected : 414,134

SUPPLEMENTAL INFORMATION

Summary : Chrysler (FCA US LLC) is recalling certain 2012 Jeep Liberty and 2012-2013 Chrysler 200 and Dodge Avenger vehicles. A component within the occupant restraint controller (ORC) may fail and prevent the active headrests from deploying in the event of a rear-end crash.

Consequence : If the active headrests do not deploy in certain rear-end crashes, the front seat occupants have an increased risk of injury.

Remedy : Chrysler will notify owners, and dealers will replace the ORC as necessary, free of charge. The recall is expected to begin November 29, 2017. Owners may contact FCA customer service at 1-800-853-1403. FCA's number for this recall is T56.



September 15, 2020

EXHIBIT C

Jeffrey Jenson
5074 Jackson St
Omaha NE 68106-1450

Policy Number: [REDACTED] 1154
Claim Number: PD000-037678810-01
Date of Loss: 06/18/2018
Year: 2013 Make: Chry Model: 200 Limite
VIN #: [REDACTED] 9912

Dear Jeffrey,

I'm writing you to share the latest information about your claim. Based on our review, your vehicle was determined to be a "total loss"; this means we will issue a payment based on its pre-accident value.

How We Determined Your Payment

We calculated the actual cash value of your vehicle by assessing its pre-accident condition, mileage, and options. Various other factors - such as applicable taxes and fees, your deductible, state and policy provisions and your decision to keep your vehicle were taken into account.

We have applied applicable state taxes and fees to the settlement of your total loss as outlined here. If you incur additional fees directly associated with the replacement of your total loss vehicle, please submit the information for our review.



CONTACT US

By Phone

Direct: (636) 326-7908
Toll Free: (800) 332-3226
Ext. 27195

By E-mail

kristal.jackson@
libertymutual.com

Safeco Insurance Company of Illinois
P.O. Box 515097
Los Angeles, CA 90051-5097

If Liberty takes car

Actual cash value:	\$11,916.00
Plus Applicable taxes and fees:	\$0
Minus your deductible:	\$750.00
Vehicle owner payment:	\$11166.00
<hr/>	
Total amount paid on this claim:	\$11166.00

Additional Information to Know

Updating Your Policy – Since your vehicle has been deemed a total loss, please contact your agent to have your vehicle removed from your policy. Your agent can answer any questions about changes to your policy or premium.

If you have any questions, please contact me at **(636) 326-7908**, and I'll be happy to help you. Thank you for trusting Liberty Mutual with your insurance needs.

Sincerely,
Kristal Jackson
Safeco Claims

Certificate of Service

I hereby certify that on Wednesday, February 24, 2021 I provided a true and correct copy of the Amended Complaint to the following:

Safeco Insurance Company Illinois represented by Daniel J. Gutman (Bar Number: 26039)
service method: Electronic Service to dgutman@fraserstryker.com

Safeco Insurance Company Illinois represented by Cooper,Patrick Steven (Bar Number:
22399) service method: Electronic Service to pcooper@fraserstryker.com

Signature: /s/ MECHAM, SHANE C (Bar Number: 26529)