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NOTICE OF REDUCTION IN COVERAGE & NOTICE OF POLICY CHANGES UPON RENEWAL (GEORGIA)

WHEN YOU RENEW YOUR AUTO INSURANCE YOU WILL GET A NEW POLICY THAT INCLUDES REDUCTIONS IN COVERAGE.

ENCLOSED WITH YOUR RENEWAL OFFER IS OUR NEW **PERSONAL AUTOMOBILE POLICY**. THE NEW POLICY REPLACES YOUR PRIOR POLICY FORM AND ENDORSEMENTS TO PROVIDE YOU WITH AN EASIER TO UNDERSTAND POLICY.

THIS IS A NOTICE OF THE CHANGES MADE TO YOUR POLICY, INCLUDING REDUCTIONS IN COVERAGE, THAT WILL APPLY WHEN YOU RENEW YOUR **PERSONAL AUTOMOBILE POLICY**. OTHER CHANGES TO THE POLICY HAVE ALSO BEEN MADE, THOUGH ARE NOT LISTED BELOW. YOU SHOULD REVIEW THE POLICY TO UNDERSTAND THE COVERAGE YOU HAVE PURCHASED. ALL CHANGES IN THE NEW POLICY WILL BE EFFECTIVE WHEN YOU RENEW YOUR AUTO INSURANCE WITH US.

IMPORTANT: WE HAVE DESCRIBED MANY POLICY CHANGES AND NEW POLICY TERMS IN THIS NOTICE BUT IT IS NOT YOUR ACTUAL POLICY CONTRACT. **PLEASE READ YOUR NEW PERSONAL AUTOMOBILE POLICY AND YOUR DECLARATIONS PAGE TOGETHER. THE DECLARATIONS PAGE TELLS YOU WHAT COVERAGES APPLY AND THE POLICY EXPLAINS THOSE COVERAGES. TOGETHER, THESE POLICY DOCUMENTS EXPLAIN THE LIMITS OF COVERAGE. THE POLICY ALSO INCLUDES DEFINITIONS, CONDITIONS, EXCLUSIONS, LIMITATIONS, AND DUTIES FOR COVERAGE TO APPLY.** THE TERMS OF THE NEW POLICY SHALL GOVERN IN THE EVENT THERE IS ANY DISCREPANCY BETWEEN THIS NOTICE AND THE POLICY. IF YOU HAVE QUESTIONS, PLEASE CONTACT A SAFE AUTO CUSTOMER SERVICE SPECIALIST AT 1-800-SAFEAUTO (1-800-723-3288).

IMPORTANT AND MATERIAL CHANGES IN YOUR NEW PERSONAL AUTOMOBILE POLICY ARE DESCRIBED BELOW IN THE GENERAL ORDER IN WHICH THEY APPEAR IN THE NEW POLICY:

INSURING AGREEMENT

THIS SECTION CLARIFIES THE BASIC CONDITIONS OF COVERAGE (SUCH AS PAYMENT AND THE DUTY TO MAKE HONEST AND ACCURATE DISCLOSURE OF INFORMATION TO US) AND THE DOCUMENTS AND FORMS THAT MAKE UP THE ENTIRE INSURANCE CONTRACT.

DEFINITIONS

THE ADDED DEFINED TERM "AUTO" REPLACES "VEHICLE" THROUGHOUT THE POLICY, AND PROVIDES CLARITY AS TO WHICH VEHICLES COME WITHIN THE SCOPE OF COVERAGE FOR AN "AUTO". THE ADDED DEFINED TERM "INSURED VEHICLE" REPLACES "COVERED VEHICLE" THROUGHOUT THE POLICY.

TO CLARIFY POLICY TERMS AND IMPROVE READABILITY, THE FOLLOWING WORDS AND PHRASES ARE ALSO ADDED TO BE USED THROUGHOUT THE POLICY AS GENERAL DEFINED TERMS: "ADDITIONAL DRIVER", "APPLICATION", "BUSINESS", "CIVIL UNION PARTNER", "CRIME", "DOMESTIC PARTNER", "FUNGUS OR MOLD", "HAZARDOUS MATERIALS", "MINIMUM LIMITS", "MOTOR VEHICLE", "MOTOR VEHICLE BUSINESS", "NAMED INSURED", "NEWLY ACQUIRED AUTO" (SPECIFYING TERMS OF COVERAGE FOR SUCH AUTOS), "NUCLEAR EVENT", "PEDESTRIAN", "PERSON", "PUNITIVE OR EXEMPLARY DAMAGES", "RACING", "RESIDES", "SPOUSE" (WHICH INCLUDES, IF SUCH PERSON RESIDES WITH NAMED INSURED, A PERSON LEGALLY MARRIED TO THE NAMED INSURED OR THE NAMED INSURED'S CIVIL UNION PARTNER OR DOMESTIC PARTNER), "TRANSPORTATION NETWORK COMPANY", "UNCOLLECTIBLE INSTRUMENT", "NOT HONORED UPON PRESENTMENT", AND "UNDISCLOSED OPERATOR".

“RELATIVE” IS LIMITED TO INCLUDE THE NAMED INSURED’S UNMARRIED AND DEPENDENT CHILDREN WHO ARE UNDER THE AGE OF 25 YEARS (DURING THE CALENDAR YEAR IN WHICH THE POLICY PERIOD ENDS AND WHO TEMPORARILY RESIDE AWAY FROM THE NAMED INSURED’S HOUSEHOLD TO ATTEND SCHOOL OR SERVE IN THE ARMED FORCES OF THE UNITED STATES, BUT ONLY IF THAT CHILD INTENDS TO CONTINUE TO RESIDE IN THE NAMED INSURED’S HOUSEHOLD, AND IS LIMITED TO MINIMUM LIMIT COVERAGE IF THE INSURED VEHICLE IS GARAGED OUT-OF-STATE.

SEVERAL DEFINITION REVISIONS CLARIFY AND ILLUSTRATE BY EXAMPLE WHAT TYPES OF ACTIVITIES OR ITEMS DO AND DO NOT FALL WITHIN THE SCOPE OF THE DEFINITION PROVIDED. FOR EXAMPLE:

- “NON-OWNED AUTO” NOW INCLUDES REFERENCE TO PERMISSIVE USE AND ALSO CLARIFIES THAT THE VEHICLE IS NOT OWNED BY, REGISTERED IN THE NAME OF, RENTED BY, OR FURNISHED OR AVAILABLE FOR THE REGULAR OR FREQUENT USE OF YOU, YOUR SPOUSE, A RELATIVE, A RESIDENT OF YOUR HOUSEHOLD OR AN ADDITIONAL DRIVER.
- “TEMPORARY SUBSTITUTE AUTO” (REPLACING “TEMPORARY REPLACEMENT VEHICLE” TERM) MEANS ONLY AN AUTO RENTED FROM A CAR RENTAL BUSINESS OR MOTOR VEHICLE BUSINESS AND USED ONLY WHILE THE INSURED VEHICLE IS BEING REPAIRED AS A RESULT OF A LOSS TO WHICH COLLISION COVERAGE OR COMPREHENSIVE COVERAGE APPLIES.
- “TRAILER” LISTS TYPES OF TRAILERS THAT ARE NOT INCLUDED WITHIN THE DEFINITION.

THE DEFINITION FOR:

- “LOSS” NOW CAN BE FOUND UNDER PART IV – PHYSICAL DAMAGE COVERAGE.
- “PROPERTY DAMAGE” NOW CAN BE FOUND UNDER PART I – LIABILITY COVERAGE.

NEW/REVISED EXCLUSIONS UNDER MOST AND/OR ALL COVERAGES

THROUGHOUT THE POLICY, EXCLUSIONS ARE ADDED, CLARIFIED AND REVISED TO EXCLUDE OR LIMIT MOST COVERAGES AS FOLLOWS:

- **CRIMINAL ACTS EXCLUSION:** WE EXCLUDE ACCIDENTS AND LOSS CAUSED BY CRIMINAL ACTS BY YOU OR OTHER INSUREDS (THOUGH WE NOTE THAT SOME CRIMINAL ACTS ARE ALREADY EXCLUDED UNDER YOUR CURRENT POLICY UNDER OTHER EXCLUSIONS RELATED TO FELONIES AND ENGAGING IN ILLICIT OR ILLEGAL TRADE OR TRANSPORTATION).
- **INTENTIONAL ACTS EXCLUSION:** WE CLARIFY THAT LOSS IS EXCLUDED IF CAUSED INTENTIONALLY BY OR AT THE DIRECTION OF A PERSON, OR THE OWNER OF THE PROPERTY, OR IF THE LOSS SHOULD BE REASONABLY EXPECTED TO RESULT FROM THAT INTENTIONAL ACT. EXCEPT, HOWEVER, FOR PHYSICAL DAMAGE COVERAGE WE PROTECT AN INNOCENT CO-INSURED’S LEGAL INTEREST IF THE LOSS ARISES OUT OF DOMESTIC VIOLENCE AND THAT PERSON COOPERATES WITH LAW ENFORCEMENT AND US.
- **TNC USE EXCLUSION:** USE OF AN INSURED AUTO, OR OPERATION OF ANY AUTO BY AN INSURED PERSON, IS SPECIFICALLY EXCLUDED IF CONNECTED TO A “TRANSPORTATION NETWORK COMPANY” (“TNC”)(LIKE UBER OR LYFT), FROM THE MOMENT THE APP OR DIGITAL CONNECTION IS TURNED ON UNTIL TURNED OFF OR THE PASSENGER EXITS, WHICHEVER IS LATER (THOUGH WE NOTE THAT THIS ACTIVITY IS ALREADY EXCLUDED UNDER YOUR CURRENT POLICY FOR “CARRYING PERSONS OR PROPERTY FOR COMPENSATION OR A FEE).
- **PERSONAL VEHICLE SHARING EXCLUSION:** EXCLUSIONS FOR COVERAGE FOR ACCIDENTS AND LOSS WHEN USING A VEHICLE IN CONNECTION WITH A PERSONAL VEHICLE SHARING PROGRAM (OR OTHER SIMILAR PROGRAM) ARE ADDED.
- **PUBLIC LIVERY/CONVEYANCE, TRANSPORT/DELIVERY OF PERSONS OR PROPERTY, AND SNOW REMOVAL EXCLUSION:** THESE ACTIVITIES (ALREADY EXCLUDED UNDER YOUR CURRENT POLICY UNDER “BUSINESS” USE AND SIMILAR EXCLUSIONS) ARE EXCLUDED.
- **RENTED OR ENTRUSTED TO OTHERS EXCLUSION:** THESE EXCLUSIONS ARE REVISED TO EXPRESSLY EXCLUDE COVERAGE WHEN THE INSURED AUTO IS LEASED, SUBLEASED, LOANED OR SOLD TO OTHERS; OR ENTRUSTED TO OTHERS TO SELL THE AUTO.
- **RACING EXCLUSION:** THE RACING EXCLUSION IS EXPANDED TO APPLY WHEN USING A VEHICLE ON AN INDOOR OR OUTDOOR TRACK, ON A COURSE OR TRAIL DESIGNED OR USED FOR SPEED CONTESTS, DEMONSTRATION DRIVING, DRIVER TRAINING, HIGH PERFORMANCE DRIVING, DRIVING COMPETITION, OR RACING.
- **CERTAIN UNINSURABLE OR CATASTROPHIC EVENTS EXCLUSION:** WE EXPANDED AND CLARIFIED EXCLUSIONS OF COVERAGE FOR BODILY INJURY, PROPERTY DAMAGE, LOSS OR OTHER DAMAGE THAT RESULT FROM HAZARDOUS MATERIALS, NUCLEAR EVENTS AND RADIATION.

EXCLUSIONS HAVE BEEN CHANGED WITH SOME REVISED, SOME CLARIFIED, SOME REMOVED AND OTHERS ADDED. MANY BUT NOT ALL OF THE EXCLUSION CHANGES ARE DISCUSSED IN THIS LETTER. PLEASE READ YOUR POLICY CAREFULLY.

PART I - LIABILITY COVERAGES
(BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE)

UNDER THE "ADDITIONAL PAYMENTS" CLAUSE:

- WE WILL PAY INTEREST AWARDED BY A COURT ON COMPENSATORY DAMAGES UNTIL WE PAY, OFFER OR DEPOSIT IN COURT THE AMOUNT DUE UNDER THIS COVERAGE. WE CLARIFY HAVE NO DUTY TO MAKE ANY INTEREST PAYMENT IF WE DO NOT RECEIVE NOTICE OF SUIT AND THE OPPORTUNITY TO DEFEND.
- COVERAGE FOR BAIL BOND PAYMENTS IS INCREASED FROM \$100 UP TO \$250.
- OUR DUTY TO SETTLE OR DEFEND ENDS WHEN OUR LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS, OR DEPOSITED INTO A COURT.
- PAYMENTS WILL NO LONGER BE MADE FOR EXPENSES OR LOST EARNINGS DUE TO ATTENDANCE AT HEARINGS, DEPOSITIONS, OR TRIALS.

THE DEFINITION OF AN "INSURED" IS REVISED. YOU, YOUR "SPOUSE", AND YOUR "RELATIVES" REMAIN COVERED, AND THE TYPES OF AUTOS/VEHICLES THOSE PERSONS ARE COVERED FOR WHILE USING ARE EXPRESSLY LISTED. ADDITIONALLY, WE CONTINUE TO INSURE OTHER PERSONS USING YOUR INSURED VEHICLE WITH PERMISSION (PROVIDED THE USE OF THE AUTO IS LAWFUL AND WITHIN THE SCOPE OF THAT PERMISSION GRANTED), BUT *ONLY* IF THAT PERSON DOES NOT HAVE ANY OTHER INSURANCE THAT APPLIES TO THEIR PERMISSIVE USE OF AN AUTO. DEFINED "ADDITIONAL DRIVERS" ARE ALSO COVERED.

UNDER THE "LIMITS OF LIABILITY" CLAUSE:

- WE REDUCE ANY PAYMENT TO A PERSON UNDER THE LIABILITY COVERAGE BY PAYMENTS MADE TO THAT PERSON UNDER UNINSURED/UNDERINSURED MOTORIST COVERAGE OF THIS SAME POLICY.
- THE NON-DUPLICATION CLAUSE IS CLARIFIED TO EXPRESSLY STATE THAT NO ONE IS ENTITLED TO RECOVER MORE THAN ONCE FOR THE SAME ELEMENTS OF DAMAGES THAT HAVE BEEN PAID BY US OR *ANY OTHER SOURCE*.
- A REDUCTION OF COVERAGE TO THE MINIMUM LIMITS IS ADDED FOR ANY COVERAGE FOR USE OF AN INSURED VEHICLE THAT IS NOT PRINCIPALLY GARAGED AT THE GARAGING ADDRESS SHOWN IN OUR RECORDS.

THE "OTHER INSURANCE OR COVERAGE" CLAUSE IS REVISED IN DETAIL TO INCLUDE TEXT TO CLARIFY WHEN COVERAGE IS PRIMARY VERSUS EXCESS TO OTHER AVAILABLE COVERAGE.

PART II – EXCESS MEDICAL EXPENSE COVERAGE
(FORMERLY TITLED "MEDICAL PAYMENTS COVERAGE")

THE DEFINITION OF AN "INSURED" IS REVISED. YOU REMAIN COVERED, AND COVERAGE NOW EXPRESSLY COVERS YOUR "SPOUSE", YOUR "RELATIVES" AND "ADDITIONAL DRIVERS". HOWEVER, WE DO NOT COVER ANY "UNDISCLOSED OPERATOR" (AS DEFINED IN THE NEW POLICY, AND INCLUDING REGULAR OPERATORS OF AN INSURED AUTO AND RELATIVES WHO RESIDE IN YOUR HOUSEHOLD WHO ARE NOT LISTED ON THE POLICY).

ALSO, IN THE "DEFINITIONS" SECTION FOR EXCESS MEDICAL EXPENSE COVERAGE:

- THE "MEDICAL EXPENSES" DEFINITION IS NEW AND LISTS IN DETAIL WHAT IS AND IS NOT A COVERED MEDICAL EXPENSE.
- THE FOLLOWING DEFINITIONS ALSO ARE NEW: "FUNERAL EXPENSES", "REASONABLE" AND "USUAL AND CUSTOMARY CHARGE".

A CLAUSE TITLED "OUR RIGHT TO REVIEW MEDICAL EXPENSES" IS ADDED TO CLARIFY CLAIMS PRACTICES RELATED TO MEDICAL EXPENSES, IN PARTICULAR OUR RIGHT TO REVIEW SERVICES; AND SPECIFIES MANY OF THE TYPES OF INDEPENDENT SOURCES (DATABASES, REFERENCE MATERIAL, EXPERTS, ETC.) THAT MAY USE TO AID IN OUR PAYMENT DECISIONS.

EXCLUSION CHANGES FOR THIS COVERAGE ONLY ALSO INCLUDE:

- AN "OTHER OWNED" VEHICLE EXCLUSION (NOW EXCLUSION #1) IS ADDED TO EXCLUDE COVERAGE FOR ANY INSURED OCCUPYING OR STRUCK BY A MOTOR VEHICLE THAT IS OWNED BY, FURNISHED OR AVAILABLE FOR THE REGULAR USE OF, YOU OR A RELATIVE (IF IT IS NOT YOUR INSURED AUTO OR A NEWLY ACQUIRED AUTO).
- WE NOW EXCLUDE COVERAGE FOR ANY BODILY INJURY CAUSED BY FUNGUS OR MOLD.

UNDER THE "LIMITS OF LIABILITY" CLAUSE:

- THE ANTI-STACKING LANGUAGE IS EXPANDED TO CLARIFY THAT THERE WILL BE NO ADDING, STACKING

OR COMBINING OF COVERAGE.

- THE NON-DUPLICATION CLAUSE IS CLARIFIED TO EXPRESSLY STATE THAT NO ONE IS ENTITLED TO RECOVER MORE THAN ONCE FOR THE SAME ELEMENTS OF DAMAGES THAT HAVE BEEN PAID BY US OR *ANY OTHER SOURCE*.

A NEW CLAUSE TITLED "ASSIGNMENTS OF BENEFITS" EXPLAINS THE RESTRICTIONS AND RIGHTS ASSOCIATED WITH ASSIGNMENT.

AN "OTHER INSURANCE OR COVERAGE" CLAUSE IS ADDED TO CLARIFY ANTI-STACKING, PRIORITY OF COVERAGE WITH OTHER TYPES OR SOURCES OF COVERAGE, AND PRO-RATA SHARING WITH OTHER COVERAGE.

PART III – UNINSURED MOTOR VEHICLE COVERAGE ("UM")

NEW CLAUSES TITLED "ADDITIONAL TERMS FOR COVERAGE UNDER PART III" AND "SETTLEMENT" ARE ADDED.

THE "DEFINITIONS" SECTION IS REVISED AS FOLLOWS:

- THE DEFINITION OF AN "INSURED" IS REVISED. YOU, YOUR "SPOUSE" AND YOUR "RELATIVES" REMAIN COVERED, AND COVERAGE NOW EXPRESSLY INCLUDES "ADDITIONAL DRIVERS". ADDITIONALLY, WE CONTINUE TO INSURE OTHER PERSONS USING YOUR INSURED VEHICLE WITH PERMISSION, PROVIDED THE USE OF THE AUTO IS WITHIN THE SCOPE OF THAT PERMISSION GRANTED. HOWEVER, NO "UNDISCLOSED OPERATOR" (AS DEFINED IN THE NEW POLICY) WILL BE COVERED.
- A DEFINITION IS ADDED FOR AN "UNIDENTIFIED MOTOR VEHICLE", WHICH IS USED IN THE DEFINITION OF AN "UNINSURED MOTOR VEHICLE" TO REPLACE THE REFERENCE TO "HIT-AND-RUN MOTOR VEHICLE" AND THE REQUIREMENT OF PHYSICAL CONTACT. YOU OR THE INSURED MUST REPORT THE ACCIDENT TO LAW ENFORCEMENT, AND THE FACTS OF THE ACCIDENT MUST BE CORROBORATED BY COMPETENT EVIDENCE OF AN INDEPENDENT AND DISINTERESTED PERSON (OTHER THAN AN INSURED MAKING A CLAIM).
- THE DEFINITION OF "UNINSURED MOTOR VEHICLE" NOW INCLUDES EXPRESS REFERENCE TO THE OPTIONS FOR "ADD ON UM COVERAGE" AND "REDUCED UM COVERAGE", WHICHEVER APPLIES WHEN ONE IS ELECTED BY THE NAMED INSURED.
- THE DEFINITION OF "UNINSURED MOTOR VEHICLE" ALSO NOW STATES UNDERINSURED MOTOR VEHICLES ARE INCLUDED IN THE DEFINITION OF "UNINSURED MOTOR VEHICLE".

EXCLUSION CHANGES FOR THIS COVERAGE ONLY ALSO INCLUDE:

- AN EXCLUSION IS ADDED AND APPLIES IF THE INSURED, OR THE LEGAL REPRESENTATIVE OF THE INSURED, SETTLES THE CLAIM (INCLUDING IN A MANNER NOT IN ACCORD WITH A LIMITED RELEASE, AS ALLOWED IN GEORGIA CODE SECTION 33-24-41.1, AS AMENDED), AND IN DOING SO, HARMS OUR RIGHTS OR INTERESTS.
- FOR UM PROPERTY DAMAGE ONLY, EXCLUSIONS ARE ADDED FOR PROPERTY DAMAGE DUE AND CONFINED TO WEAR AND TEAR, FREEZING, MECHANICAL OR ELECTRICAL BREAKDOWN OR FAILURE, OR ROAD DAMAGE TO TIRES.

UNDER THE "LIMITS OF LIABILITY" CLAUSE:

- THE ANTI-STACKING LANGUAGE IS EXPANDED TO CLARIFY THAT THERE WILL BE NO ADDING, STACKING OR COMBINING OF COVERAGE.
- REDUCTIONS, OFFSETS AND CREDITS ARE EXPLAINED AND CLARIFIED.
- WE HAVE ADDED PROPERTY DAMAGE CLAIMS HANDLING CLAUSES SIMILAR TO THOSE FOUND IN THE PHYSICAL DAMAGE COVERAGE.
- THE NON-DUPLICATION CLAUSE IS CLARIFIED TO EXPRESSLY STATE THAT NO ONE IS ENTITLED TO RECOVER MORE THAN ONCE FOR THE SAME ELEMENTS OF DAMAGES THAT HAVE BEEN PAID BY US OR *ANY OTHER SOURCE*.
- A REDUCTION OF COVERAGE TO THE MINIMUM LIMITS FOR A PERMISSIVE DRIVER IS ADDED FOR ANY COVERAGE FOR USE OF AN INSURED VEHICLE THAT IS NOT PRINCIPALLY GARAGED AT THE GARAGING ADDRESS SHOWN IN OUR RECORDS.
- WE SPECIFY THAT COVERAGE UP TO THE MINIMUM FINANCIAL RESPONSIBILITY LIMIT WILL BE PROVIDED IF AN EXCLUSION OR OTHER POLICY TERM IS FOUND INVALID OR UNENFORCEABLE BY A COURT.

PART IV - PHYSICAL DAMAGE COVERAGES (COMPREHENSIVE COVERAGE AND COLLISION COVERAGE)

A "DEFINITIONS" SECTION IS ADDED AND:

- THE FOLLOWING DEFINITIONS ARE NEW AND USED THROUGHOUT THIS COVERAGE PART: "ACTUAL CASH

VALUE”, “COMPREHENSIVE” LOSS, “COST OF REPAIR OR REPLACEMENT”, “DEPRECIATION”, “ORIGINAL EQUIPMENT MANUFACTURED”, “OEM”, “ORIGINAL EQUIPMENT”, “PERMANENTLY INSTALLED”, AND “WINDSHIELD”.

- “LOSS” (PREVIOUSLY UNDER THE POLICY’S GENERAL DEFINITIONS SECTION) IS REVISED TO MEAN SUDDEN, DIRECT, AND ACCIDENTAL PHYSICAL DAMAGE. FOR COMPREHENSIVE COVERAGE, “LOSS” ALSO INCLUDES FULL OR PARTIAL THEFT.

IN ADDITION TO THE EXCLUSION CHANGES DISCUSSED ABOVE IN THIS LETTER, KEY CHANGES TO THE EXCLUSIONS TO PHYSICAL DAMAGE COVERAGE ONLY INCLUDE:

- WE SPECIFICALLY EXCLUDE COVERAGE FOR LOSS OR DAMAGE THAT IS RELATED TO THE LACK OF ROUTINE AND/OR PROPER MAINTENANCE, AND LOSS OR DAMAGE RELATED TO ANY FAULTY MATERIALS OR PARTS.
- WE SPECIFICALLY EXCLUDE COVERAGE FOR ANY LOSS CAUSED BY OR RELATED TO FUNGUS OR MOLD (UNLESS A RESULT OF AN OTHERWISE COVERED LOSS).
- WE SPECIFICALLY EXCLUDE COVERAGE FOR ALL ITEMS OF “PERSONAL PROPERTY” (REPLACING THE PRIOR EXCLUSIONS THAT HAD ITEMIZED LISTS) AND ITEMS NOT “PERMANENTLY INSTALLED”.
- NON-PERMISSIVE USE OF A TEMPORARY SUBSTITUTE VEHICLE IS EXPRESSLY EXCLUDED.
- AN EXCLUSION IS ADDED FOR LOSS OR DAMAGE TO AN INSURED VEHICLE THAT IS NOT PRINCIPALLY GARAGED AT AN ADDRESS SHOWN ON THE DECLARATIONS (INCLUDING LOSS OR DAMAGE TO AN INSURED VEHICLE IN THE POSSESSION OF YOUR CHILD WHO IS TEMPORARILY RESIDING AWAY FROM YOUR HOUSEHOLD TO ATTEND SCHOOL OR SERVE IN THE ARMED FORCES OF THE UNITED STATES).
- WE SPECIFICALLY EXCLUDE LOSS OR DAMAGE TO ANY INSURED VEHICLE OPERATED BY AN “UNDISCLOSED OPERATOR” (AS DEFINED IN THE NEW POLICY) WITH EXPRESS OR IMPLIED PERMISSION FROM YOU.

UNDER THE “LIMITS OF LIABILITY” AND “SETTLEMENT OF LOSS” CLAUSES WE HAVE CLARIFIED OUR CLAIMS PRACTICES RELATED TO: ADJUSTING LOSS, DETERMINING ACTUAL CASH VALUE, APPLICATION OF THE DEDUCTIBLE, SALVAGE, BETTERMENT, DEPRECIATION, PARTS THAT MAY BE USED TO DETERMINE THE AMOUNTS WE WILL PAY (ORIGINAL AND NON-ORIGINAL MANUFACTURER PARTS AND NEW OR USED PARTS), REPAIR OF WINDSHIELD, PAYMENTS TO A REPAIR SHOP WITH YOUR CONSENT AND OTHER PAYMENT TERMS, AND STORAGE COSTS. A NON-DUPLICATION CLAUSE IS ADDED TO EXPRESSLY STATE THAT NO ONE IS ENTITLED TO RECOVER MORE THAN ONCE FOR THE SAME ELEMENTS OF LOSS OR DAMAGE THAT HAVE BEEN PAID BY US OR ANY OTHER SOURCE.

THE “LOSS PAYEE” (LIENHOLDER) CLAUSE IS REVISED TO EXPRESSLY STATE THAT THE LOSS PAYEE OR LIENHOLDER MUST ABIDE BY ALL TERMS AND CONDITIONS OF THE POLICY AND HAS NO GREATER RIGHTS THAN YOU TO RECEIVE ANY PAYMENT.

THE “OTHER INSURANCE OR COVERAGE” CLAUSE IS REVISED TO CLARIFY ANTI-STACKING, PRIORITY OF COVERAGE WITH OTHER TYPES OR SOURCES OF COVERAGE, AND PRO-RATA SHARING WITH OTHER COVERAGE.

PART V – TOWING AND LABOR COVERAGE, PART VI – ROADSIDE ASSISTANCE, AND PART VII - ACCIDENTAL DEATH COVERAGE

THESE COVERAGE OPTIONS ARE PLACED DIRECTLY INTO THE POLICY CONTRACT. DEFINITIONS, EXCLUSIONS AND LIMITATIONS ARE INCLUDED FOR EACH OF THESE OPTIONAL COVERAGES. IF YOU BUY ANY OF THESE COVERAGE OPTIONS PLEASE REVIEW THEM IN POLICY.

POLICY DUTIES (DUTY TO GIVE NOTICE, DUTY TO COOPERATE AND DUTY TO REPORT CHANGES)

THE DUTIES SECTION (NOW FOUND AT THE BACK OF THE POLICY INSTEAD OF THE FRONT) PROVIDES GREATER SPECIFICITY AND CLARITY AS TO THE NOTICE AND REPORTING REQUIREMENTS IMPOSED UPON ANY PERSON CLAIMING COVERAGE UNDER THE POLICY (AS TO AN ACCIDENT, LOSS OR ANY LEGAL ACTION), AS WELL AS OTHER DUTIES AND COOPERATION REQUIRED AS CONDITIONS OF COVERAGE.

CLAIMS SETTLEMENT

A “CLAIMS SETTLEMENT” CLAUSE HAS BEEN INCLUDED TO EXPLAIN THE ESTIMATING, APPRAISAL, AND/OR INJURY EVALUATION SYSTEMS WE MAY USE TO ADJUST CLAIMS AND TO DETERMINE THE AMOUNT OF DAMAGES, EXPENSES, OR LOSS PAYABLE.

GENERAL PROVISIONS

UNDER THE SECTION TITLED "GENERAL PROVISIONS", MANY OF THE GENERAL PROVISIONS ARE SIMILAR, THOUGH NOW INCLUDE MORE DETAIL AS TO POLICY SERVICING AND PROCESSING. THE GENERAL EXCLUSIONS IN THE POLICY BEING REPLACED ARE NOW PLACED WITHIN THE ACTUAL COVERAGE PARTS OF THE POLICY, AS WELL AS THE POLICY EXCLUSION RELATED TO INVALID/REVOKED/SUSPENDED DRIVER LICENSING.

THE "POLICY PERIOD" AND "POLICY TERRITORY" CLAUSES HAVE BEEN SEPARATED AND EXPLAINED IN GREATER DETAIL. THE "POLICY TERRITORY" CLAUSE EXPRESSLY STATES THERE IS NO COVERAGE OF ANY KIND IN MEXICO.

UNDER THE "TRANSFER OR ASSIGNMENT" CLAUSE, THE RIGHTS AND PROTECTIONS UNDER THE POLICY ARE TRANSFERRABLE UPON DEATH TO A SURVIVING SPOUSE, OR A SURVIVING RESIDENT DOMESTIC PARTNER OR RESIDENT CIVIL UNION PARTNER (AS DEFINED IN THE POLICY).

UNDER THE "POLICY CANCELLATION" CLAUSE, WE PROVIDE MORE OPTIONS AS TO HOW YOU MAY CANCEL THE POLICY, AND THE LIST OF AUTHORIZED REASONS FOR MIDTERM CANCELLATION BY US INCLUDES OTHER REASONS PERMITTED BY STATE LAW.

UNDER "LEGAL ACTION AGAINST US", WE STATE:

- ANY LEGAL ACTION AGAINST US FOR COVERAGE UNDER ANY PART OF THE POLICY MUST BE COMMENCED WITHIN THE TIME PERIOD AFTER AN ACCIDENT THAT APPLIES TO BODILY INJURY UNDER THE STATUTE OF LIMITATIONS IN THE STATE LISTED AS YOUR PRINCIPAL ADDRESS.
- WE HAVE NO DUTY TO RETAIN OR PRESERVE SALVAGE OR PROPERTY FOR ANY PURPOSE; OR ANY DUTY TO FILE AN APPEAL IN ANY LAWSUIT.

"SUBROGATION AND RIGHTS TO RECOVER OUR PAYMENTS", EXPLAINS HOW WE MAY RECOVER PAYMENTS MADE AND YOUR DEDUCTIBLE FROM THE LIABLE DRIVER WHO HITS YOU.

SOME KEY CLAUSES ADDED OR REVISED UNDER THE "GENERAL PROVISIONS" ARE:

- "JOINT AND INDIVIDUAL INTEREST" STATES WHEN THERE IS MORE THAN ONE NAMED INSURED, ANY ONE NAMED INSURED ACTS FOR ALL INSURED TO CANCEL OR CHANGE THE POLICY.
- AN "AUTOMATIC TERMINATION" CLAUSE TO ADDRESS WHEN THE POLICY AND COVERAGE AUTOMATICALLY ENDS.
- A "NON-DIVISIBILITY OF POLICY TERMINATION" CLAUSE CLARIFIES THAT THE POLICY IS NEITHER SEVERABLE NOR DIVISIBLE, AND ANY POLICY TERMINATION, WHATEVER THE REASON, IS EFFECTIVE TO END ALL COVERAGE FOR ALL PERSONS AND ALL VEHICLES.
- THE "PROOF OF NOTICE" CLAUSE EXPLAINS THE EFFECT OF PROOF OF MAILING, AND THAT IF AND WHEN ALLOWED BY LAW, WE MAY DELIVER ANY NOTICE TO YOU BY ELECTRONIC COMMUNICATION (E-MAIL, ETC.).
- AN "ELECTRONIC SIGNATURES" CLAUSE AUTHORIZES (IF AND AS ALLOWED BY LAW) THE USE OF ELECTRONIC SIGNATURES AND ANY ELECTRONIC METHOD IN TRANSACTING INSURANCE.
- AN "EMERGENCY SERVICES EXCLUSION" STATING THAT EXCEPT FOR EMERGENCY AMBULANCE SERVICES, LIABILITY COVERAGE WILL NOT PAY ANY EMERGENCY RESPONSE SERVICE CHARGES, FEES OR ASSESSMENTS FROM FIRE DEPARTMENT, EMERGENCY SERVICES OR LAW ENFORCEMENT AGENCY RESPONDING TO AN ACCIDENT.
- "OUR RIGHTS TO DENY COVERAGE AND END THE POLICY".

AS EXPLAINED ABOVE, THIS NOTICE PROVIDES YOU WITH MANY OF THE KEY CHANGES THAT APPLY WHEN YOU RENEW YOUR AUTO INSURANCE WITH US. THIS NOTICE IS NOT YOUR ACTUAL POLICY CONTRACT. THE TERMS OF THE NEW POLICY SHALL GOVERN IN THE EVENT THERE IS ANY DISCREPANCY BETWEEN THIS NOTICE AND THE POLICY.

THANK YOU FOR ALLOWING US TO MEET YOUR AUTO INSURANCE NEEDS. YOU CAN CONTACT A SAFE AUTO CUSTOMER SERVICE SPECIALIST AT **1-800-SAFEAUTO (1-800-723-3288)** WITH ANY QUESTIONS OR CONCERNS.