



likely that once the discovery process is underway, the named Plaintiff will seek leave to amend their Complaint to add new factual allegations, new claims and/or new parties.

**I.**

**NATURE OF THE ACTION**

1. This is a statewide class action brought under: (i) TENNESSEE CODE ANNOTATED § 56-7-1201(c), (ii) TENNESSEE CODE ANNOTATED § 56-7-105, (iii) Tennessee common law and (iv) Declaratory Judgment pursuant to TENNESSEE CODE ANNOTATED § 29-14-103 and 104 in order to remedy Defendant's unlawful actions in causing thousands of Tennessee insured persons and entities to pay or incur an unlawful deductible in connection with Defendant's payment of uninsured motorist benefits. The named Plaintiff and the Class Members seek classwide award of compensatory damages against Defendant as well as declaratory relief.

**II.**

**SUBJECT MATTER JURISDICTION AND VENUE**

2. This Court has original subject matter jurisdiction over this Action pursuant TENNESSEE CODE ANNOTATED § 16-11-101 and 102.

3. Venue is proper is proper in this judicial district pursuant to TENNESSEE CODE ANNOTATED § 20-4-101(a) on the grounds that the cause of action arose in Shelby County, Tennessee. Venue is also proper pursuant to TENNESSEE CODE ANNOTATED § 20-4-101(a) and § 16-11-115(1) on the grounds that Defendant is found and maintains its principal place of business in Shelby County, Tennessee. Venue is also proper in this judicial district pursuant TENNESSEE CODE ANNOTATED § 16-11-115(3) and (4) on the grounds that this county is location where the goods were to be provided and/or services rendered.

**III.**

## THE PARTIES AND PERSONAL JURISDICTION

4. Plaintiff Jonathan H. Weimar (hereinafter referred to as “Plaintiff”) is an individual residing in Germantown, Tennessee. Plaintiff is a member and proposed representative of a Class of Tennessee persons and entities who were subjected to the unlawful imposition of deductibles by the Defendant as more fully described herein.

5. Defendant GEICO Advantage Insurance Company (hereinafter referred to as “Defendant” or “GEICO”) is corporation organized under the laws of the State of Nebraska, with its principle place of business located at 5260 Western Avenue, Chevy Chase, Maryland 20815-3799. Incorporated on or about June 13, 2011, Defendant provides private passenger automobile insurance to individuals in Tennessee. Service of process may be accomplished on Defendant through its registered agent for service of process, CT Corporation, 5601 South 59<sup>th</sup> Street, Lincoln, Nebraska 68516.

6. This Court has both general and specific personal jurisdiction over Defendant based upon the fact that it maintains an office in the State of Tennessee and has had substantial and continuous contact with Tennessee as to the fees charged to the Class Members as well as with respect to the legal cases involving the Class Members. As a result, this Court has personal jurisdiction over Defendant GEICO pursuant to TENNESSEE CODE ANNOTATED §§ 20-2-214(1) and (2) and (6) and 20-2-223(1), (3) and/or (4) on the grounds that the claims asserted against it arise from its transaction of business within Tennessee and on the grounds that it has committed a tortious act within Tennessee. Furthermore, Defendant GEICO’s contacts and actions were directed toward Tennessee and thus warrant the exercise of personal jurisdiction over it pursuant to TENNESSEE CODE ANNOTATED § 20-2-225(2).

## FACTUAL ALLEGATIONS

### **A. Summary of Class Allegations**

7. Defendant GEICO is a major insurance player in the automobile insurance industry in Tennessee. As a licensed Tennessee automobile insurer, with each Tennessee auto liability policy that it sells, Defendant GEICO is legally obligated to also offer for purchase uninsured motorist coverage for property damage and bodily injury damage. Unless its insureds reject the offered uninsured motorist coverage in writing, Defendant GEICO is legally obligated to provide uninsured motorist coverage to its insureds.

8. As Defendant GEICO is well aware, Tennessee currently ranks as the fifth state in the U.S. for the highest rate of uninsured drivers. (In prior years, Tennessee ranked number four in the U.S.). As a product of the large number of Tennessee uninsured drivers and the large number of Tennessee policies sold by GEICO containing uninsured motorist coverage, Defendant GEICO processes thousands of uninsured motorist claims each year, for which it incurs millions of dollars per year. Given the high cost that it incurs in being required to offer uninsured motorist coverage in Tennessee, Defendant GEICO has determined to wrongfully defray its uninsured motorist costs by adopting the unlawful policy of charging a statutorily prohibited deductible to its policyholders when they make valid an insured motorist claims.

9. Specifically, when a GEICO policyholder with uninsured motorist coverage submits an uninsured motorist claim to Defendant GEICO (*i.e.* a claim that the GEICO policyholder has sustained property, bodily injury damage and/or medical bills as the result of a collision caused by an identified driver who is uninsured), Defendant GEICO conducts an investigation in order to verify the uninsured motorist claim. This investigation includes obtaining the accident report, any applicable statements from witnesses, identification of the other driver involved in the collision and verification of his status as an uninsured driver. When

Defendant GEICO completes its investigation and determines that an identifiable, uninsured driver caused its policyholder damage (such that the policyholder's uninsured motorist claim is valid and must be paid), Defendant GEICO imposes a \$200 deductible on its insured when paying out its uninsured motorist benefits. This practice is in direct violation of violation of TENNESSEE CODE ANNOTATED § 56-7-1201(c).

10. Defendant GEICO then informs each policyholder making a valid uninsured motorist claim that it will pursue collection against the uninsured driver for the \$200 deductible that the policyholder has incurred (as well as the amount of the uninsured motorist benefits paid out by GEICO) and that if GEICO ever collects these funds from the uninsured motorist, GEICO will reimburse the \$200 deductible to its policyholder at that time.

11. Although Defendant GEICO seeks collection from these uninsured motorists (generally by sending collection letters and filing lawsuits in Tennessee General Sessions Court, from which they frequently obtain judgments against uninsured motorists), GEICO rarely collects any funds from the vast majority of these uninsured motorists, and, thus, never reimburses the \$200 deductible to GEICO's policyholders. For those few policyholders who are lucky enough to be reimbursed at some point through GEICO's collection efforts, Defendant GEICO never compensates these policyholders for their lost interest for wrongfully applying the deductible.

**B. Defendant wrongfully imposes an unlawful \$200 deductible upon its policyholders who make valid uninsured motorists claims.**

12. Tennessee's insurance statute governing uninsured motorist coverage prevents an insurer from applying any deductible to an uninsured motorist claim where GEICO is in insurer of the insured's vehicle for both collision and uninsured motorist property damage coverage and where the uninsured motorist has been positively identified and is solely at fault. Specifically,

TENNESSEE CODE ANNOTATED § 56-7-1201(c) provides:

(1) Every insured purchasing uninsured motorist bodily injury coverage shall be provided an opportunity to include uninsured motorist property damage coverage, subject to provisions filed with and approved by the commissioner, applicable to losses in excess of two hundred dollars (\$200). However, the deductible of two hundred dollars (\$200) shall not apply if:

(A) The vehicle involved in the accident is insured by the same insurer for both collision and uninsured motorist property damage coverage; and

(B) The operator of the other vehicle has been positively identified and is solely at fault.

13. With respect to each auto accident claim that it receives from its Tennessee auto policyholders, Defendants GEICO has adopted a detailed policy and procedure for investigating and validating or rejecting each claim.

14. First, Defendant GEICO obtains the accident report of the collision and examines it. From the accident report, GEICO determines the identity of the driver of the other automobile who is not insured by GEICO and denotes whether this driver received a traffic citation in connection with the accident. GEICO also determines whether this driver is uninsured. GEICO also interviews the driver of the insured's automobile and takes a recorded statement from its insured; it also seeks out and interviews other witnesses when deemed necessary by GEICO.

15. Defendant GEICO also examines (or has an agent examine) the insured's vehicle and quantifies the repair cost if the automobile is not a total loss and where the car is a total loss, GEICO quantifies fair market value of the insured's vehicle.

16. From this extensive investigation process, Defendant GEICO makes an internal determination as to whether the operator of the other vehicle has been positively

identified, uninsured and solely at fault. Defendant GEICO makes this determination at the time that it decides to pay uninsured motorist benefits (*i.e.* to pay for property damages, bodily injury damage and/or medical bills) to insured or on behalf of its insured.

17. Unfortunately at the time that it makes the determination and pays out uninsured motorist benefits, Defendant GEICO has engaged in the unlawful practice of applying a \$200 deductible at the outset of the uninsured motorist coverage payment. This practice violates TENNESSEE CODE ANNOTATED § 56-7-1201(c), which expressly prohibits the charge or application of any deductible in those circumstances where the vehicle's driver has been positively identified, uninsured and solely at fault.

18. Defendant GEICO cannot contest the fact that, with respect to thousands of insured motorists claims submitted by Tennessee policy holders, it has determined the vehicle's driver has been positively identified, uninsured and solely at fault.

19. For example, in addition to making this internal decision (and thus paying out uninsured motorist benefits as a result of this decision), Defendant GEICO has a pattern and practice of sending collection letters (as the subrogee of its uninsured motorist claimants), informing the uninsured motorists that they are at fault for the full amount of the damages paid out by GEICO (including the deductible imposed upon the GEICO policyholders) and demanding payment for same.

20. Furthermore, acting as the subrogee to its policyholders, Defendant GEICO engages in the policy and practice of filing suits (primarily in the General Sessions Civil Courts of Tennessee) against the at-fault uninsured motorists, seeking to collect the full amount of the damages paid out by GEICO (including the deductible imposed upon the GEICO policyholders) and demanding payment for same.

21. As authorized by TENN. CODE ANN. § 24-5-115, Defendant GEICO consistently files in each General Session lawsuit an Affidavit (sometimes denominated as an “Affidavit for Purposes of Subrogation”) which is duly executed by an agent of GEICO. Each Affidavit recites that GEICO has paid certain amounts out in connection with an uninsured motorist claim of GEICO’s policyholder and that the defendant uninsured motorist is obligated for the full amount paid by GEICO (including the deductible incurred by GEICO’s insured). These Affidavits constitute a judicial admission that, as GEICO has previously determined in its investigation, the uninsured motorist is solely at fault. (True and correct copies of GEICO’s lawsuits against uninsured motorists and its Affidavits comprising the judicial admission that the uninsured motorists are solely at fault are attached as **Collective Exhibit “A”**).

22. Despite its massive collection efforts and prosecution of collection lawsuits against uninsured motorists who have damaged GEICO’s insureds, Defendant GEICO rarely collects any funds from these uninsured motorists because they are often collection proof, file bankruptcies and/or have no steady wages that can be garnished.

23. As a result, a vast majority of the time GEICO’s policyholders who have made valid uninsured motorist claims have never been reimbursed the deductible imposed by GEICO (nor any pre-judgment interest owed on this deductible).

24. For the few policyholders who have finally received a portion or all of their deductible back, Defendant GEICO has failed to reimburse them pre-judgment interest as required by law.



C. **Defendant GEICO investigates and approves Plaintiff's uninsured motorist claim but unlawfully imposes a \$200 deductible.**

25. On January 12, 2018, Plaintiff was driving his 2012 Toyota Scion in Memphis when a car driven by Marcus Parker lost control and swerved into Plaintiff's lane and collided with the passenger side of Plaintiff's vehicle. At that time, Plaintiff's vehicle was insured by Defendant GEICO for, among other things, uninsured property damage and bodily injury damage.

26. A true and correct copy of GEICO's Tennessee Insurance Identification Card and Declarations Page applicable to Plaintiff's vehicle are attached hereto as **Exhibit "B."** A true and correct copy of GEICO's Tennessee Family Automobile Policy (hereinafter referred to as the "Policy") issued to Plaintiff is attached hereto as **Exhibit "C."**

27. Plaintiff timely reported the accident to GEICO, indicating that Mr. Parker caused the accident. Thereafter, GEICO obtained the accident report and began its investigation of Plaintiff's claim.

28. Mr. Parker received a traffic citation for failing to maintain control of his vehicle, violation of the financial responsibility law for failing to present proof of insurance and driving without a valid driver's license.

29. As a result of the accident caused by Mr. Parker, Plaintiff took his car to an auto repair shop recommended by GEICO. Thereafter, GEICO determined that Plaintiff's car was a total loss.

30. After completing its investigation of Plaintiff's claim, Defendant GEICO determined that Mr. Parker was uninsured and solely at fault. Nevertheless, Defendant

GEICO imposed a \$200 deductible on Plaintiff when paying what it determined to be as the total loss value (i.e. fair market value) of the vehicle to the lienholder on Plaintiff's vehicle.

31. Like so many Tennessee GEICO policyholders who have made claims for uninsured motorist benefits, Defendant GEICO informed Plaintiff that Mr. Parker was uninsured, that GEICO would tender its subrogation amount and Plaintiff's deductible to a collection agency and/or an attorney for collection of these amounts from Mr. Parker and only if sufficient funds were ever collected from Mr. Park would Plaintiff be reimbursed for this deductible.

32. Defendant GEICO further informed Plaintiff that it would not contact him again about his claim unless funds were collected from Mr. Parker. Plaintiff has been damaged by Defendant GEICO's unlawful imposition of the \$200 deductible and its failure to pay him legal interest on this amount.

33. Plaintiff's case is not isolated or unique. Defendant GEICO has entered into thousands of uninsured motorist coverage contracts containing the identical terms as those contained in the Policy and unlawfully imposed a \$200 deductible.

34. Specifically, GEICO's uninsured motorist insurance contracts all provide that "[u]nder the Uninsured Motorists Coverage we [GEICO] will pay compensatory damages for bodily injury and property (if carried) caused by accident which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle ... arising out of the ownership, maintenance or use of that auto... the deductible of \$200 shall not apply if we also provide Collision Coverage, for the insured auto and the operator of the other vehicle has been positively identified and is solely at fault." (See **Exhibit C**, Policy at page 18 & 19 of 32).

35. Because Defendant GEICO is only contractually obligated to tender that amount which its insured is legally entitled to recover from the uninsured motorist, Defendant GEICO's payment of uninsured motorist benefits where the uninsured motorist has been identified constitutes an acknowledgment by GEICO that, consistent with its internal investigation, the uninsured motorist is solely at fault.

36. Thousands of Tennessee policyholders have made timely and valid uninsured motorist claims to GEICO just like Plaintiff, and GEICO has unlawfully imposed the deductible unlawful \$200 deductible.

**D. The Class Period and Damages to the Class.**

37. A claim against an insurance carrier for failure to properly pay uninsured motorist benefits is governed by Tennessee's six (6) year statute of limitations under TENNESSEE CODE ANNOTATED § 28-3-109(a)(3). *See, Bates v. Greene*, 544 S.W.3d 345, 349 (Tenn. Ct. App. 2017). As a result, the class period extends from June 29, 2013 to the present (hereinafter referred to as the "Class Period").

38. The damages to each Class Member (as defined below) are the \$200 deductible, the statutory penalty provided for under TENNESSEE CODE ANNOTATED § 56-7-105 and plus pre-judgment interest under TENNESSEE CODE ANNOTATED § 47-14-123.

39. With respect to those few Class Members who ultimately received the deductible back from GEICO as a result of GEICO's collection efforts against uninsured motorists, the damages to these Class Members are the statutory penalty provided for under TENNESSEE CODE ANNOTATED § 56-7-105 and pre-judgment interest under TENNESSEE CODE ANNOTATED § 47-14-123 .

40. While Plaintiff's counsel would be glad to proceed in U.S. federal district court under the Class Action Fairness Act of 2005 ("CAFA"), Plaintiff herein alleges that the damages

to the Class Members mathematically cannot exceed the \$5 million amount in controversy that is required under 28 U.S. C § 1332(d)(2) for federal subject matter jurisdiction. Specifically, Defendant GEICO has 3.10% market share of the Tennessee insurance market. Tennessee currently has approximately 5,197,904 duly licensed drivers. Assuming that 80% of these licensed drivers have some form of liability insurance, then the number of insured drivers in Tennessee are 4,158,323.

41. Applying GEICO's market share of 3.1% to these drivers yields 128,908 drivers that have at least liability insurance with GEICO. Upon information and belief, Plaintiff estimates that approximately 40% of these insured drivers are in the same household and thus under the same insurance policy. Thus, GEICO has at most 77,344 active auto insurance policies each year of the Class Period.

42. Plaintiff further estimates and alleges that approximately 30% of these policies had no uninsured motorist coverage, leaving approximately 54,000 policies containing uninsured coverage. Plaintiff further estimates and alleges that Defendant GEICO experiences an average of 3% per year in uninsured motorist claims.

43. As a result, Plaintiff alleges that GEICO has, each year, received approximately 1,620 in uninsured motorist claims for a total of 9,720 uninsured motorist claims during the Class Period.

44. Even assuming that GEICO honored all 9,720 uninsured claims (and all involved an uninsured driver who had been positively identified), Defendant GEICO has unlawfully imposed \$1,944,000 in \$200 deductibles. When this number is increased by the 25% penalty afforded under TENNESSEE CODE ANNOTATED § 56-7-105, the damages to the Class Members does not exceed \$2,430,000.

45. To the extent that Defendant GEICO seeks to remove this matter under CAFA, it will be incumbent on Defendant GEICO to affirmatively prove to legal certainty that the damages alleged herein are incorrect that they in fact exceed the requisite \$ 5 million amount. Given that lack of subject matter jurisdiction can be raised at anytime by any party and/or by the court (including after judgment), Plaintiff will seek jurisdictional discovery in the event of any removal under CAFA in order to assure that subject matter jurisdiction is proper.

V.

**CLASS ACTION ALLEGATIONS**

46. The named Plaintiff brings this action as a Class Action pursuant to Rule 23.01 and pursuant Rule 23.02(3) of the Tennessee Rules of Civil Procedure as defined follows:

From June 29, 2013 to the present, Plaintiff and all similarly situated persons and entities who were insured by GEICO under an insurance policy issued in Tennessee for motor collision and uninsured motorist coverage and submitted an uninsured motorist claim to GEICO where GEICO determined the other driver was known, uninsured and solely at fault and to whom GEICO applied a \$200 deductible.

Excluded from the Class are the Judge assigned to this matter and any member of the Judge's staff and immediate family.

47. **Numerosity.** The requirements of Rule 23.01(1) are satisfied in that there are too many Class Members for joinder of all of them to be practicable. Upon information and belief, these Class Members exceed 1,000 in number. This Class, as defined above, meets the numerosity requirement.

48. **Commonality.** The claims of the Class Members raise numerous common issues of fact and/or law, thereby satisfying the requirements of Rule 23.01(2). These common legal and factual questions, which may be determined without the necessity of resolving individualized factual disputes concerning any Class Member, include, but are not limited to, the

following questions:

**Questions of Fact**

- (i) How many insured motorist claims were made to GEICO during the class period?
- (ii) How many times during the class period did GEICO impose a \$200 deductible (or any other deductible) on its insureds where GEICO determined the uninsured driver was positively identifiable and solely at fault and, thus, paid out uninsured motorist benefits?
- (iii) What is the total amount of deductibles charged or imposed by GEICO on the Class Members?
- (iv) What is the pre-judgment interest amount on the total amount found in the above question (iii)?

**Questions of Law**

- (i) Whether GEICO violated TENNESSEE CODE ANNOTATED § 56-7-1201(c).
- (ii) Whether Defendant GEICO breached its uninsured motorist insurance contracts with the Class Members by imposing a \$200 deductible (or any other deductible) when paying out uninsured motorists benefits.
- (iii) Whether Defendant GEICO breached the implied duty of good faith and fair dealing contained in its uninsured motorist insurance contracts with the Class Members by imposing a \$200 deductible (or any other deductible) when paying out uninsured motorists benefits
- (iv) Whether a constructive trust should be imposed upon the assets of Defendant GEICO.
- (vi) Whether Defendant converted the Class Members' property.

49. **Typicality.** The claim of the named Plaintiff is typical of the unnamed Class Members because they have a common source and rest upon the same legal and remedial theories, thereby satisfying the requirements of Rule 23.01(3). For example, the named Plaintiff's claims are typical of the claims of the Class because Plaintiff and all Class Members were injured or damaged by the same wrongful practices in which Defendant engaged, namely requiring Plaintiff and Class Members to pay or incur an unlawful \$200 deductible in connection with Defendant's payment of uninsured motorist benefits.

50. **Adequacy of Representation.** The requirements of Rule 23.01(4) are satisfied in that the named Plaintiff has a sufficient stake in the litigation to vigorously prosecute his claims on behalf of the Class Members and the named Plaintiff's interests are aligned with those of the proposed Class. There are no defenses of a unique nature that may be asserted against Plaintiff individually, as distinguished from the other members of the Class, and the relief sought is common to the Class. Plaintiff does not have any interest that is in conflict with or is antagonistic to the interests of the members of the Class, and has no conflict with any other member of the Class. Plaintiff has retained competent counsel experienced in class action litigation, including consumer and financial services class actions, to represent him and the Class Members in this litigation.

51. To wit, Plaintiff's chosen counsel – Watson Burns, PLLC – has successfully prosecuted class actions in several matters. *See, e.g., Babb, et. al. v. Wilsonart International, Inc.* Civil Action No. 01818-04, Div. 4 (Cir. Ct. Shelby County, Tennessee filed Mar. 30, 2004)(appointed Co-Lead Class Counsel to consumer class action involving defective kitchen countertops owned by over 10,000 consumers; case was certified as a nationwide class action

and ultimately settled for a compensatory damages of \$23.5 million to the class); *Howard et al v. Wilkes & McHugh, P.A.*, Case No. 2:06-cv-02833-JMP-cgc (W.D. Tenn. 2006)(appointing Watson Burns, PLLC as Class Counsel and ultimately approving \$ 4 million settlement in connection with overcharged legal fee); *Stephenson et al v. Fearnley & Califf, PPLC*, Civ. Action No. 06-67 (Dyersburg Circuit Ct. 2006)(Watson Burns, PLLC appointed Class Counsel in connection with settlement regarding unlawful title insurance fees charged by law firm); *Squires v. The ServiceMaster Co. and Clayton Dubilier & Rice, Inc.*, CH-08-0471-Part II (Chancery Ct. Shelby Co., Tennessee filed Mar. 11, 2008)( appointed Co-Lead Class Counsel to employees who held options on ServiceMaster stock that had been wrongfully canceled; case settled on a class basis for \$1 million); *Ham et al. v. Swift Transportation Co., Inc.* Case No. 2:09-cv-02145-JTF (W.D. Tenn. filed Mar. 11, 2009)(appointed Co-Lead Class Counsel to class of approximately 8,700 student truck drivers who lost their commercial drivers licenses based on the alleged wrongful actions of Swift's trucking driving school; case settled for compensatory damages and debt write off valued in excess of \$17 million); *Youngblood v. Linebarger, Goggan, Blair & Sampson, LLP*, Case No. 10-cv-2304 SHM-tmp (W.D. Tenn. filed 2010) (appointed Co-Lead Class Counsel in class action against law firm for its collection of an unlawful attorney fee from delinquent real property taxpayers) and *Youngblood v. Linebarger, Goggan, Blair & Sampson, LLP*, CH-13-0899-Part III (Chancery Ct. Shelby County, Tennessee filed June 18, 2013)(subsequent case settlement in state court for \$7.4 million).

52. Additionally, Malcolm B. Futhey III of the Futhey Law Firm PLC has represented parties in several complex lawsuits and class actions, including, but not limited to, *Miller v. Illinois Central Railroad Company*, No. 93636 T.D. 6 (Circuit Ct. Shelby County, Tennessee 1998); *Clemans v. New Werner Co.*, 3:12-cv-05186-RBL (W.D. Wash. 2012); *Carroll v. TDS*



*Telecommunications Corporation*, 1:17-CV-1127-STA-cgb (W.D. Tenn. 2017).

53. **Predominance and Superiority.** All of the requirements for Rule 23.02(3) are satisfied because the common factual and legal issues identified above are sufficiently cohesive to warrant adjudication by representation. In particular, the Plaintiff and the Class Members have suffered a common cause of injury, requiring Plaintiff and Class Members to pay or incur an unlawful \$200 deductible in connection with Defendant's payment of uninsured motorist benefits. The Class Members' legal claims arise exclusively under Tennessee law and, therefore, do not involve the application of other states' laws which may have varying degrees of liability and proof. Class action treatment is also superior to other available methods for the fair and efficient adjudication of this controversy, because individual litigation of the claims of all Class Members is economically unfeasible and procedurally impracticable. The likelihood of individual Class Members prosecuting separate claims is remote and, even if every Class Member could afford individual litigation, the court system would be unduly burdened by individual litigation in such cases. Additionally, individual litigation would also present the potential for varying, inconsistent or contradictory judgments while magnifying the delay and expense to all parties and to the court system, thus resulting in multiple trials of the same legal issue and creating the possibility of repetitious litigation. As a result, the desirability to concentrate litigation in this forum is significantly present. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance of a class action. Relief concerning Plaintiff's rights under the laws herein alleged and with respect to the Class would be proper.

## VI.

### CAUSES OF ACTION

#### **COUNT 1 – VIOLATION OF TENNESSEE CODE ANNOTATED § 56-7-1201(c)**

54. Plaintiff incorporates all allegations of fact in all preceding paragraphs as if fully set forth in this Count.

55. In enacting Tennessee’s Uninsured Motor Vehicle Act, § 56-7-1201 *et seq.*, the General Assembly intended to provide “protection” to the insured under the insured’s own policy of insurance. *See, Estate of Kirk v. Lowe*, 70 S.W.3d 77 (Tenn. Ct. App. 2001)(“ The purpose of uninsured motorist insurance is to protect individuals who sustain injuries caused by uninsured motorists who cannot respond in damages”); *Clark v. Shoaf*, 302 S.W.3d 849, 855 (Tenn. Ct. App. 2008), citing *Brewer v. Richardson*, 893 S.W.2d 935, 937 (Tenn. 1995).

56. TENN. CODE ANN. § 56-7-1201(c ) prohibits an insurer from applying any deductible to an uninsured motorist claim where the insurer has issued an automobile policy for both collision and uninsured motorist property damage coverage and where the uninsured motorist has been positively identified and is solely at fault. This provision was enacted for the express protection of Plaintiff and the Class Members.

57. As alleged in detailed above, Defendant GEICO validated and paid the uninsured motorist claims of Plaintiff and the Class Members in which GEICO positively identified the uninsured motorist and determined that the uninsured motorists were solely at fault.

58. Not only will GEICO’s internal records reflect this determination, but the very fact that GEICO paid in full the uninsured motorists benefits to Plaintiff and the Class Members (less the deductible) prevents GEICO from otherwise claiming the uninsured motorists were somehow not solely at fault.

59. Furthermore, TENNESSEE CODE ANNOTATED § 56-7-1201(c) does not permit an insurer to apply a \$200 deductible to an policyholder's uninsured motorist claim and then wait to see if it indeed can collect from the insured motorist in order to reimburse the policyholder, just as Defendant GEICO has done for years. TENNESSEE CODE ANNOTATED § 56-7-1201(c) expressly prohibits GEICO from applying any deductible to its payment of uninsured motorist benefits unless until it makes the determination that the uninsured motorist is not solely at fault. If this were not the case, then every insurance carrier could impose the \$200 deductible on every uninsured motorist claim (where the uninsured motorist has been positively identified) based on the contention that the insurance company could not determine (and may never determine) whether the uninsured motorist was solely at fault.

60. As a direct and proximate result thereof Defendant GEICO's violation of TENNESSEE CODE ANNOTATED § 56-7-1201(c), Plaintiff and the Class Members suffered damage in the form of the unlawful deductible.

**COUNT 2 – VIOLATION OF TENNESSEE CODE ANNOTATED § 56-7-105, BAD-FAITH FAILURE TO PAY PROMPTLY**

61. Plaintiff incorporates all allegations of fact in all preceding paragraphs as if fully set forth in this Count.

62. TENNESSEE CODE ANNOTATED § 56-7-105 provides: "The insurance companies of this state, ... in all cases when a loss occurs and they refuse to pay the loss within sixty (60) days after a demand has been made by the holder of the policy or fidelity bond on which the loss occurred, shall be liable to pay the holder of the policy or fidelity bond, in addition to the loss and interest on the bond, a sum not exceeding twenty-five percent (25%) on the liability for the loss; provided, that it is made to appear to the court or jury trying the case that the refusal to pay the loss was not in good faith, and that the failure to pay inflicted additional expense, loss, or

injury including attorney fees upon the holder of the policy or fidelity bond; and provided, further, that the additional liability, within the limit prescribed, shall, in the discretion of the court or jury trying the case, be measured by the additional expense, loss, and injury including attorney fees thus entailed.”

63. Plaintiff and the Class Members gave formal notice to Defendant GEICO that it paid the full amount of the damages they incurred as the result of accidents caused by uninsured motorists. Defendant has failed to honor these claims as required by law.

64. More than sixty (60) days has elapsed from the times that Plaintiff and the Class Members each made demand on GEICO to fully pay their claims and GEICO has refused to pay them and, as alleged in detail above, such refusal was not in good faith.

65. All of these failures and omissions constitute unfair claims practices under TENNESSEE CODE ANNOTATED § 56-8-105 as well as the bad-faith to pay promptly under TENNESSEE CODE ANNOTATED § 56-8-105 and Tennessee common law construing same.

### **COUNT 3 – BREACH OF INSURANCE AGREEMENT**

66. Plaintiff incorporates all allegations of fact in all preceding paragraphs as if fully set forth in this Count. TENNESSEE CODE ANNOTATED § 56-7-1201(c) prohibits an insurer from applying any deductible to an uninsured motorist claim where the insurer has issued an automobile policy for both collision and uninsured motorist property damage coverage and where the uninsured motorist has been positively identified and is solely at fault. This provision was enacted for the express protection of Plaintiff and the Class Members.

67. As alleged in detailed above, Defendant GEICO validated and paid the uninsured motorist claims of Plaintiff and the Class Members in which GEICO positively identified the uninsured motorist and determined that they were solely at fault.

68. Not only will GEICO’s internal records reflect this determination, but the very

fact that GEICO paid in full the uninsured motorists benefits to Plaintiff and the Class Members (less the deductible) prevents GEICO from otherwise claiming the uninsured motorist were somehow not solely at fault.

69. Furthermore, TENNESSEE CODE ANNOTATED § 56-7-1201(c ) does not permit an insurer to apply a \$200 deductible to an policyholder's uninsured motorist claim and the wait to see if it indeed can collect from the insured motorist in order to reimburse the policyholder, just as Defendant GEICO has done for years. TENNESSEE CODE ANNOTATED § 56-7-1201(c ) expressly prohibits GEICO from applying any deductible to its payment of uninsured motorist benefits unless until it makes the determination that the uninsured motorist is not solely at fault. If this were not the case, then every insurance carrier could impose the \$200 deductible on every uninsured motorist claim (where the uninsured motorist has been positively identified) based on the contention that the insurance company could not determine (and may never determine) whether the uninsured motorist was solely at fault.

70. To the extent that Defendant GEICO contends in this litigation that it first applies a \$200 deductible to uninsured motorist claims (where the insured driver has been positively identified) because the issue of whether the uninsured motorist was solely at fault was indeterminate, Defendant GEICO has breached its implied duty of good and fair dealing by assuming that the uninsured motorist is not solely at fault (or that his percentage of fault is unknown), thus taking advantage of Plaintiff and the Class Members to their financial detriment.

71. As a direct and proximate result thereof Defendant GEICO's violation of TENNESSEE CODE ANNOTATED § 56-7-1201(c), Defendant GEICO has breached its the Policies issued to Plaintiff and the Class Members and proximately caused them to suffer damage in the form of the unlawful deductible and lost pre-judgment interest.

**COUNT 4 – BREACH OF THE IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING UNDER THE INSURANCE AGREEMENT**

72. Plaintiff incorporates all allegations of fact in all preceding paragraphs as if fully set forth in this Count.

73. Under Tennessee law, every contract imposes on each party a duty of good faith and fair dealing in its performance and enforcement.

74. TENNESSEE CODE ANNOTATED § 56-7-1201(c ) prohibits an insurer from applying any deductible to an uninsured motorist claim where the insurer has issued an automobile policy for both collision and uninsured motorist property damage coverage and where the uninsured motorist has been positively identified and is solely at fault. This provision was enacted for the express protection of Plaintiff and the Class Members.

75. As alleged in detailed above, Defendant GEICO validated and paid the uninsured motorist claims of Plaintiff and the Class Members in which GEICO positively identified the uninsured motorist and determined that they were solely at fault.

76. Not only will GEICO's internal records reflect this determination, but the very fact that GEICO paid in full the uninsured motorists' benefits to Plaintiff and the Class Members (less the deductible) prevents GEICO from otherwise claiming the uninsured motorist were somehow not solely at fault.

77. Furthermore, TENNESSEE CODE ANNOTATED § 56-7-1201(c ) does not permit an insurer to apply a \$200 deductible to an policyholder's uninsured motorist claim and the wait to see if it indeed can collect from the insured motorist in order to reimburse the policyholder, just as Defendant GEICO has done for years. TENNESSEE CODE ANNOTATED § 56-7-1201(c ) expressly prohibits GEICO from applying any deductible to its payment of uninsured motorist benefits unless until it makes the determination that the uninsured motorist is not solely at fault.

If this were not the case, then every insurance carrier could impose the \$200 deductible on every uninsured motorist claim (where the uninsured motorist has been positively identified) based on the contention that the insurance company could not determine (and may never determine) whether the uninsured motorist was solely at fault.

78. To the extent that Defendant GEICO contends in this litigation that it first applies a \$200 deductible to uninsured motorist claims (where the insured driver has been positively identified) because the issue of whether the uninsured motorist was solely at fault was indeterminate, Defendant GEICO has breached its implied duty of good and fair dealing by assuming that the uninsured motorist is not solely at fault (or that his percentage of fault is unknown), thus has taken advantage of Plaintiff and the Class Members to their financial detriment.

79. As a direct and proximate result of Defendant GEICO's violation of TENNESSEE CODE ANNOTATED § 56-7-1201(c), Defendant GEICO has breached its implied duty of good faith and fair dealing under the Policies issued to Plaintiff and the Class Members and proximately caused them to suffer damage in the form of the unlawful deductible and lost pre-judgment interest.

#### **COUNT 5 – CONVERSION**

80. Plaintiff incorporates all allegations of fact in all preceding paragraphs as if set forth fully herein.

81. By seeking to collect and/or impose an unlawful deductible, Defendant GEICO exercised improper dominion over the property of Plaintiff and the Class Members. Furthermore, Defendant has withheld the money rightfully belonging to Plaintiff and the Class Members and acted inconsistent with their claim of ownership and title. As a result, Defendant GEICO has converted the property of Plaintiff and the absent Class Members, thus proximately causing them

damages. The specific dollar amount of said conversion is capable calculation following adequate discovery.

**COUNT 6 – DECLARATORY JUDGMENT PURSUANT TO TENNESSEE CODE  
ANNOTATED § 29-14-103 and 104**

82. Plaintiff incorporates all allegations of fact in all preceding paragraphs as if fully set forth in this Count.

83. The Policies issued to Plaintiff and the Class are governed, *inter alia*, by the prohibition contained in TENNESSEE CODE ANNOTATED § 56-7-1201(c). Plaintiff and the Class Members contend that Defendant GEICO unlawfully applies a \$200 deductible to valid uninsured motorist claims that it decides to honor where the uninsured motorist has been positively identified and has been determined to be solely at fault. Plaintiff and the Class Members seek declaratory judgment pursuant to TENNESSEE CODE ANNOTATED § 29-14-103 and 104 that this practice is unlawful under TENNESSEE CODE ANNOTATED § 56-7-1201(c) and/or under the terms of the Policies.

84. Furthermore, to the extent that Defendant GEICO contends in this litigation that it first applies a \$200 deductible to uninsured motorist claims (where the insured driver has been positively identified) because the issue of whether the uninsured motorist was solely at fault was indeterminate, Plaintiff and the Class Members seek judicial declaration that this policy and practice violates TENN. CODE ANN. § 56-7-1201(c) and/or under the terms of the Policies.



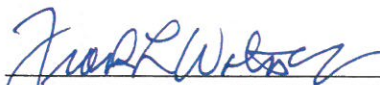
**VII.**

**PRAYER FOR RELIEF**

WHEREFORE, the named Plaintiff and the Class Members demand judgment against Defendant GEICO Advantage Insurance Company, on each Count of the Complaint and pray for the following relief:

1. Issue service of process and serve the Defendant;
2. Issue an Order certifying that this action may be maintained as a class action, appointing Plaintiff and their counsel to represent the Class, and directing that reasonable notice of this action be given by Defendant to all Class Members;
3. Grant any reasonable request to Amend Plaintiff's Class Action Complaint to conform to the discovery and evidence obtained in this Class Action;
4. Empanel a jury to try this matter;
5. Award each plaintiff Class Member compensatory damages who has suffered same, the total amount of which is \$2,430,000;
6. Award costs and expenses incurred in this action pursuant to Rule 54 of the Tennessee Rules of Civil Procedure;
7. Award pre-and post-judgment interest in the amount of 10% per annum pursuant to TENNESSEE CODE ANNOTATED § 47-14-123 in amount according to the proof at trial; and
8. Grant the Plaintiff and Class Members such further relief as the Court may deem just and proper.

Respectfully submitted,



Frank L. Watson, III (Tenn. Bar No. 15073)

William F. Burns (Tenn. Bar No. 17908)

WATSON BURNS, PLLC

253 Adams Avenue

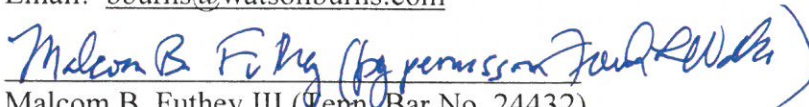
Memphis, TN 38104

Phone: (901) 529-7996

Fax: (901) 529-7998

Email: [fwatson@watsonburns.com](mailto:fwatson@watsonburns.com)

Email: [bburns@watsonburns.com](mailto:bburns@watsonburns.com)



Malcom B. Futhey III (Tenn. Bar No. 24432)

FUTHEY LAW FIRM, PLC

1440 Poplar Avenue

Memphis, Tennessee 38104

Phone: (901) 725-7525

Fax: (901) 726-3506

Email: [malcolm@futheyfirm.com](mailto:malcolm@futheyfirm.com)

*Counsel for Plaintiff Johnathan H. Weimar, and the  
absent Class Members*

RECEIVED

2016 JUL 27 AM 9:16

73W

GENERAL SESSIONS COURT CLERK'S OFFICE

Shelby County of Shelby

2016 JUL 22 A 10:24

CIVIL WARRANT NO. 1813933

SHERIFF OGDHAM 16 JUL 26 AM 8:51

To Any Lawful Officer to Execute and Return: Summon to appear before the Court of General Sessions of Shelby County, Tennessee, Room 1100 Shelby County Courthouse, 140 Adams Ave., Memphis, Tennessee Sabrina Ward

4252 Eastwind Dr., Memphis TN 38116

Address Defendant Address Address 10/10/2016 01:30 pm TIME

RETURNED

2016 AUG - 11 A 9:21 GENERAL SESSIONS COURT CLERK'S OFFICE

to answer in a civil action brought by the Plaintiff (s) GEICO Advantage a/s/o Shivella and Rickey Douglas for damages due to an auto accident on 8/2/15 in Shelby Co. TN due to the negligence of the defendants causing property damages and/or bodily injury in the amount of \$8762.96 plus court costs and post-judgement interest.

under 25,000.00 Dollars Issued this 25 day of July 2016

Atty. For Plft. Zachary T. Glaser Address 129 S. Water Ave, Gallatin, TN 37066 Phone 615-452-2121

EDWARD L. STANTON, JR., Clerk of General Sessions Court Code No. By [Signature] Deputy Clerk

B.P.R. No. #030482

JUDGMENT

Judgment for \_\_\_\_\_ and \_\_\_\_\_ of suit and litigation taxes, for which Execution may issue.

This \_\_\_\_\_ day \_\_\_\_\_ 20 \_\_\_\_\_

Judge of Division \_\_\_\_\_

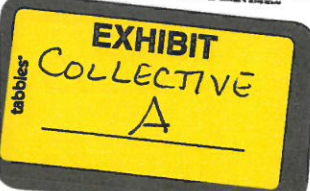
SERVICE

Came to hand same day issued and executed as commanded on As to Sabrina Ward 4252 Eastwind is large apt. Bldg. Next apt #. Sabrina Ward is not to be found. This 2nd day of August 2016

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ Sheriff/Process Server

\*\*\*SEE OTHER SIDE FOR ADDITIONAL SERVICE\*\*\*

IM Damm 9080



SHERIFF OGDHAM 16 AUG - 3 AM 10:08

# AFFIDAVIT

State of South Carolina

County of Charleston

The undersigned, being first duly sworn, deposes and says that:

1. S/he is authorized as an employee or officer of GEICO Advantage to make oath to the following facts of which s/he has personal knowledge.
2. S/he is familiar with the accounting records relating to the uninsured/underinsured motorist claims of Shivella and Rickey Douglas for damages sustained as a result of the negligence of Sabrina Ward
3. Company GEICO Advantage has paid the sum of \$8762.96, to its insured, Shivella and Rickey Douglas, for property damages and/or personal injuries for an accident occurring on 08/02/2015, in Shelby County, Tennessee.
4. Sabrina Ward is/are indebted to GEICO Advantage through its subrogation interest in Shivella and Rickey Douglas for claims totaling \$8762.96.
5. No portion of the amounts now due have been paid or otherwise satisfied, except as indicated above.
6. Further Affiant sayeth naught.

GEICO Advantage

By: [Signature]

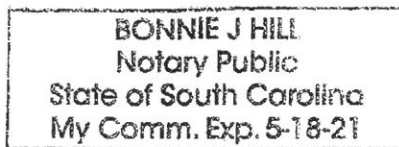
Its: Authorized Agent

Subscribed and sworn to me on this,

the 12 day of July, 2016.

Notary Public: Bonnie J Hill

My Commission Expires: May 8, 2021



Creditor or Forwarder Account No. TN2938  
The Glaser Firm Account No. 2016062605.001

7435

Court of General Sessions  
State of Tennessee, County of Shelby

GENERAL SESSIONS COURT CLERK'S OFFICE  
GENERAL SESSIONS COURT CLERK'S OFFICE  
17-1925

2017 DEC -4 A 9:10  
2017 DEC 27 P 2:07

CIVIL WARRANT NO. 1897876 SET

TO BE SERVED BY  
Professional process Servers

To Any Lawful Officer to Execute and Return:

Summon the Defendants: Lonzy Pink  
3315 W. Monticello Circle  
Memphis, TN 38115 to appear before the Court of General

Sessions of Shelby County, Tennessee, to be held at the Courtrooms of said Court in said County and there to answer in a civil action brought by the Plaintiff, GEICO Advantage Insurance Company ASO Iquanna Jones and Nyrah Williams, for property damage and medical bills in the amount of \$20,447.47 and all other damages sustained by the Plaintiff(s) as a direct and proximate result of the Defendant(s)' negligence that occurred on or January 28, 2017, in Memphis, Shelby County, Tennessee.

Issued this 8 day of Dec, 20 17

Edward Stanton, Jr. Clerk  
Court of General Sessions  
By Mark Porter  
Deputy Clerk

Atty. for Pltf. Kathleen Solares  
Attorney at Law  
Address 4515 Poplar Avenue, Suite 329  
Memphis, TN 38117  
Phone (901) 766-8120  
Code No. B08550  
B.P.R. No. 34795

JUDGMENT

Judgment for Plaintiff  
~~\$20,447.47~~ \$20,447.47 and Cost of suit, for which Execution may issue.

This 29th day of January, 20 18

Charles  
Judge of Division 4

COURT HEARING

DAY THURSDAY DATE January 18, 2018 TIME 10:00 o'clock a.m.  
Shelby County Courthouse, 140 Adams Avenue, Memphis, Tennessee

Came to hand same day issued and executed as commanded on

~~NTBF~~

This 14 day of Dec, 20 17

Demarian Houston  
Deputy Sheriff

Came to hand same day issued and executed as commanded on

Lonzy Pink  
3315 W. Monticello Cir  
8:29 am

This 20 day of Dec, 20 17

Demarian Houston  
Deputy Sheriff

\*\*\*\*\* SEE OTHER SIDE FOR ADDITIONAL SERVICE \*\*\*\*\*



For assistance in accessing the courthouse:  
Tom Stone (901) 379-7890 E-mail: stone-t@co.shelby.tn.us

Came to hand same day issued and

Came to hand same day issued and

**IN THE GENERAL SESSIONS COURT OF SHELBY COUNTY, TENNESSEE**

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**GEICO ADVANTAGE INSURANCE  
COMPANY ASO IQUANNA JONES and  
NYIRAH WILLIAMS,**

**Plaintiff (s),**

**vs.**

**Docket No.**

**LONZY PINK,**

**Defendant (s).**

---

**AFFIDAVIT FOR PURPOSES OF SUBROGATION**

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**STATE OF GEORGIA  
COUNTY OF BIBB**

Comes the undersigned agent of GEICO Advantage Insurance Company ("GEICO"), pursuant to Tenn. Code Ann. § 24-5-115, and having been duly sworn, deposes and states based on his knowledge, information and belief:

1. That GEICO has made payments to or on behalf of its insured, pursuant to a collision, comprehensive, medical payments, or uninsured motorist coverage insurance policy;
2. This is a subrogation case and GEICO Advantage Insurance Company paid out the sum of \$20,447.47 total damages incurred, including the Plaintiff's deductible, and is seeking to recover this amount only and court costs from the Defendant.
3. That this Affidavit has been certified by a notary public with seal annexed;

**AND FURTHER THE AFFIANT SAYETH NOT.**

Jennifer Waits  
Jennifer Waits

**OATH**

I do hereby make Oath that the foregoing Affidavit is true and correct to the best of my knowledge, information and belief.

Jennifer Waits  
Jennifer Waits

SWORN TO AND SUBSCRIBED before me this the 14 day of November, 2017.

Corliss Johnson  
NOTARY PUBLIC



1173

Court of General Sessions  
State of Tennessee, County of Shelby

S-17-2251

SESSIONS  
SHERIFF'S OFFICE

CIVIL WARRANT NO. 190 8675

To Any Lawful Officer to Execute and Return:

TO BE SERVED BY  
Professional process Servers

Summon the Defendant: John D. Young (901) 463-8671  
6297 Kristen Drive  
Olive Branch, MS 38654 to appear before the Court of General Sessions of Shelby County, Tennessee, to be held at the Courtrooms of said Court in said County and there to answer in a civil action brought by the Plaintiffs, **GEICO Advantage Insurance Company a/s/o Elisa Benford** for property damage and medical bills in the amount of **\$24,968.12** and all other damages sustained by the Plaintiffs as a direct and proximate result of the Defendant's negligence that occurred on or about **April 16, 2016, in Memphis, Shelby County, Tennessee.** Medical bills attached pursuant to 24-5-113.

Issued this 13th day of Feb, 2018

**Edward Stanton, Jr.** Clerk  
Court of General Sessions  
By [Signature]  
Deputy Clerk

Atty. for Pltf. Kathleen Solares  
Attorney at Law  
Address 4515 Poplar Avenue, Suite 329  
Memphis, TN 38117  
Phone (901) 766-8120  
Code No. B08550  
B.P.R. No. 34795

JUDGMENT

Judgment for \_\_\_\_\_ \$ \_\_\_\_\_ and Cost \_\_\_\_\_ suit for  
which Execution may issue.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Judge of Division \_\_\_\_\_

2018 FEB - 9 A 9:56  
GENERAL SESSIONS  
COURT CLERK'S OFFICE

COURT HEARING

DAY THURSDAY DATE February 22, 2018 TIME 10:00 o'clock a.m.  
Shelby County Courthouse, 140 Adams Avenue, Memphis, Tennessee

Came to hand same day issued and executed as commanded on  
6297 Kristen Drive  
@ 10:09 AM  
This 20th day of February, 2018  
[Signature]  
BILL OLDHAM, Sheriff  
Deputy Sheriff

NOTICE OF SEARCH AND SEIZURE  
NOT TO BE RETURNED  
DEMANDANT'S OFFICE

Came to hand same day issued and executed as commanded on  
\_\_\_\_\_  
\_\_\_\_\_  
This \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
BILL OLDHAM, Sheriff  
Deputy Sheriff

\*\*\*\*\* SEE OTHER SIDE FOR ADDITIONAL SERVICE \*\*\*\*\*



For assistance in accessing the courthouse:  
Tom Stone (901) 379-7890 E-mail: stone-t@co.shelby.tn.us

Came to hand same day issued and

Came to hand same day issued and



**IN THE GENERAL SESSIONS COURT OF SHELBY COUNTY, TENNESSEE**

---

**GEICO ADVANTAGE INSURANCE  
COMPANY ASO ELISA BENFORD,**

**Plaintiff (s),**

**vs.**

**Docket No.**

**JOHN YOUNG,**

**Defendant (s).**

---

**AFFIDAVIT FOR PURPOSES OF SUBROGATION**

---

**STATE OF GEORGIA  
COUNTY OF BIBB**

Comes the undersigned agent of GEICO Advantage Insurance Company ("GEICO"), pursuant to Tenn. Code Ann. § 24-5-115, and having been duly sworn, deposes and states based on her knowledge, information and belief:

1. That GEICO has made payments to or on behalf of its insured, pursuant to a collision, comprehensive, medical payments, or uninsured motorist coverage insurance policy;
2. This is a subrogation case and GEICO Advantage Insurance Company paid out the sum of \$24,968.12 total damages incurred, including the Plaintiff's deductible, and is seeking to recover this amount only and court costs from the Defendant.
3. That this Affidavit has been certified by a notary public with seal annexed;

**AND FURTHER THE AFFIANT SAYETH NOT.**

Crystal Mitchell  
Crystal Mitchell

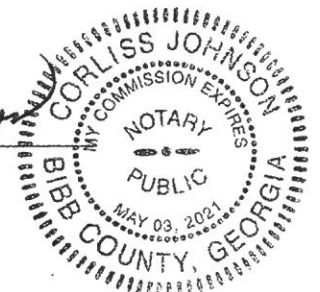
OATH

I do hereby make Oath that the foregoing Affidavit is true and correct to the best of my knowledge, information and belief.

Crystal Mitchell  
Crystal Mitchell

SWORN TO AND SUBSCRIBED before me this the 30 day of January, 2018.

Corliss Johnson  
NOTARY PUBLIC



6620

Court of General Sessions  
State of Tennessee, County of Shelby

S-17-1844

GENERAL SESSIONS  
COURT CLERK'S OFFICE

CIVIL WARRANT NO.

1891197

To Any Lawful Officer to Execute and Return:

TO BE SERVED BY  
Professional process Servers

Summon the Defendant: Michael Robinson  
1114 Marlin Rd

RETURNED

Memphis, TN 38116 to appear before the Court of General Sessions of

Shelby County, Tennessee, to be held at the Courtrooms of said Court in said County and there to answer in a civil action brought by the Plaintiffs, GEICO Advantage Insurance Company a/s/o Tauris C. Turner for property damage and medical bills in the amount of \$22,541.23 and all other damages sustained by the Plaintiffs as a direct and proximate result of the Defendant's negligence that occurred on or about March 22, 2017, in Memphis, Shelby County, Tennessee. Medical bills attached pursuant to 24-5-113.

Issued this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Edward Stanton, Jr.** Clerk  
Court of General Sessions  
By \_\_\_\_\_  
Deputy Clerk

SET

Atty. for Pltf. Kathleen Solares  
Attorney at Law  
Address 4515 Poplar Avenue, Suite 329  
Memphis, TN 38117  
Phone (901) 766-8120  
Code No. B08550  
B.P.R. No. 34795

Default

JUDGMENT

Judgment for

22,541.23

which Execution may issue.

\$22,541.23 and Cost of suit, for

This 14<sup>th</sup> day of December, 2017.

Judge of Division

*[Signature]*

COURT HEARING

DAY THURSDAY DATE December 14, 2017 TIME 10:00 o'clock a.m.  
Shelby County Courthouse, 140 Adams Avenue, Memphis, Tennessee

Came to hand same day issued and executed as commanded on

Michael Robinson  
1114 Marlin Rd

8:01am

This 9 day of Nov, 2017.

BILL OLDHAM, Sheriff

*[Signature]*

Deputy Sheriff

SET

Came to hand same day issued and executed as commanded on

This \_\_\_ day of \_\_\_\_\_, 20\_\_.

BILL OLDHAM, Sheriff

Deputy Sheriff

\*\*\*\* SEE OTHER SIDE FOR ADDITIONAL SERVICE \*\*\*\* 2017 NOV - 11 11:19



For assistance in accessing the courthouse:  
Tom Stone (901) 379-7890 E-mail: stone-t@co.shelby.tn.us

GENERAL SESSIONS  
COURT CLERK'S OFFICE

Came to hand same day issued and

Came to hand same day issued and

IN THE GENERAL SESSIONS COURT OF SHELBY COUNTY, TENNESSEE

GEICO ADVANTAGE INSURANCE  
COMPANY ASO TAURIS C. TURNER,

Plaintiff (s),

vs.

Docket No.

MICHAEL ROBINSON,

Defendant (s).

AFFIDAVIT FOR PURPOSES OF SUBROGATION

STATE OF GEORGIA  
COUNTY OF BIBB

Comes the undersigned agent of GEICO Advantage Insurance Company ("GEICO"), pursuant to Tenn. Code Ann. § 24-5-115, and having been duly sworn, deposes and states based on her knowledge, information and belief:

1. That GEICO has made payments to or on behalf of its insured, pursuant to a collision, comprehensive, medical payments, or uninsured motorist coverage insurance policy;
  2. This is a subrogation case and GEICO Advantage Insurance Company paid out the sum of \$22,541.23 total damages incurred, including the Plaintiff's deductible, and is seeking to recover this amount only and court costs from the Defendant.
  3. That this Affidavit has been certified by a notary public with seal annexed;
- AND FURTHER THE AFFIANT SAYETH NOT.

17-0341

Kristie Sinclair  
Kristie Sinclair

**OATH**

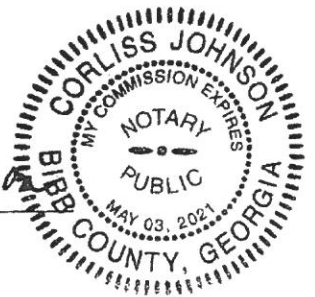
I do hereby make Oath that the foregoing Affidavit is true and correct to the best of my knowledge, information and belief.

Kristie Sinclair  
Kristie Sinclair

SWORN TO AND SUBSCRIBED before me this the 26 day of October, 2017.

Corliss Johnson

NOTARY PUBLIC



One GEICO Center  
Macon, GA 31295-0001

October 16, 2017

JONATHAN H WEIMAR AND DIXIE C  
WEIMAR  
2325 STRATFIELD DR  
GERMANTOWN TN 38139-6615



Dear Jonathan H and Dixie C Weimar,

Thank you for continuing to be part of the GEICO family and trusting us to meet your insurance needs. We appreciate the opportunity to provide you this valuable coverage. We're here for you 24/7, 365 days a year.

Enclosed in your packet you will find the following important insurance documents:

**Identification (ID) Cards** (Pages 3 - 4) - Please review and retain your Identification (ID) Cards. On the back are the phone numbers for Customer Service, Claims and Emergency Roadside Service.

**Declarations Page** (Pages 5 - 6) - Here you will find your coverages, drivers, vehicles, discounts and other policy information. Please retain for your records.

**Additional Insurance Documents** (Pages 7 - 32) - Includes additional policy documents.

We value you as our policyholder and look forward to serving your insurance needs for many years to come. For additional insurance services, please review the "Insuring what's important to you" section. If you have any questions, please contact GEICO at [geico.com](http://geico.com) or 1-800-841-3000. We'll be happy to help you!

Sincerely,

A handwritten signature in black ink, appearing to read "O. M. Nicely".

O. M. Nicely  
Chairman



COVER\_LTR

(over, please)

## Insuring what's important to you



Sure GEICO insures cars ...but did you know we can help you insure your home? It's true! Whether you rent or own, the GEICO Insurance Agency has something for you, so get a free quote today on [geico.com](http://geico.com).



Got a motorcycle? We've got insurance to protect your ride. Get a free quote today to see how much you could be saving (to spend on gear, of course).



Think of a Personal Umbrella Policy like a safety net for your everyday life. It protects your assets in the event of a significant incident. It's surprisingly affordable, so call for a free quote today.



Own a boat? If so, we hope you know we can help with personal watercraft coverage for folks that love time on the water. Get a quote on [geico.com](http://geico.com) and set sail for some savings.



Expand your horizons with an RV insurance quote. Our coverage fits your needs whether you're a weekender or a year-round traveler. Visit [geico.com/getaquote/rv](http://geico.com/getaquote/rv) for a free RV quote today.

## Putting you in control and saving you time



With our paperless bill, paperless policy and automatic billing options like electronic funds transfer (EFT) or recurring card payments (RCP), you can help save a tree or two while having 24/7 access to your account and peace of mind knowing your policy is paid for.

Please visit [geico.com](http://geico.com) or call **1-800-841-3000** to get a quote, make a policy change or to file a claim.

Homeowners, Renters and Boat are written through non-affiliated insurance companies and are secured through the GEICO Insurance Agency, Inc. GEICO Motorcycle insurance is written by GEICO Indemnity Company.

**GEICO** Tennessee Insurance Identification Card  
geico.com 1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY  
One GEICO Center • Macon, GA 31295-0001

This policy meets the requirements of the Tennessee Financial Responsibility Law of 1977.

Policy Number	Effective Date	Expiration Date	
4492-94-17-96	11-19-17	05-19-18	
Year	Make	Model	Vehicle ID No.
2012	HONDA	ODYSSEY EX	5FNRL5H6XCB114341

**Insured:**  
Jonathan H Weimar  
Dixie C Weimar

**GEICO** Tennessee Insurance Identification Card  
geico.com 1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY  
One GEICO Center • Macon, GA 31295-0001

This policy meets the requirements of the Tennessee Financial Responsibility Law of 1977.

Policy Number	Effective Date	Expiration Date	
4492-94-17-96	11-19-17	05-19-18	
Year	Make	Model	Vehicle ID No.
2012	HONDA	ODYSSEY EX	5FNRL5H6XCB114341

**Insured:**  
Jonathan H Weimar  
Dixie C Weimar

**Important Information**

Here are your Policy Identification Cards. Two cards have been provided for each vehicle insured. Please destroy your old cards when the new cards become effective.

Due to space limitations on the ID card, only the Named Insured and the Co-insured are listed. For a full list of drivers covered under this policy, please reference the Drivers section of your Declarations Page (page 5).

Please notify us promptly of any change in your address to be sure you receive all important policy documents. Prompt notification will enable us to service you better.

Your policy is recorded under the name and policy number shown on the card.

If you would like additional ID cards, you can go online to [geico.com](http://geico.com) or call us at **1-800-841-3000**.

JONATHAN H WEIMAR AND DIXIE C  
WEIMAR  
2325 STRATFIELD DR  
GERMANTOWN TN 38139-6615

VOID

**GEICO** Tennessee Insurance Identification Card  
geico.com 1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY  
One GEICO Center • Macon, GA 31295-0001

This policy meets the requirements of the Tennessee Financial Responsibility Law of 1977.

Policy Number	Effective Date	Expiration Date	
4492-94-17-96	11-19-17	05-19-18	
Year	Make	Model	Vehicle ID No.
2012	SCION	XB	JTLZE4FE8CJ006876

**Insured:**  
Jonathan H Weimar  
Dixie C Weimar

VOID

**GEICO** Tennessee Insurance Identification Card  
geico.com 1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY  
One GEICO Center • Macon, GA 31295-0001

This policy meets the requirements of the Tennessee Financial Responsibility Law of 1977.

Policy Number	Effective Date	Expiration Date	
4492-94-17-96	11-19-17	05-19-18	
Year	Make	Model	Vehicle ID No.
2012	SCION	XB	JTLZE4FE8CJ006876

**Insured:**  
Jonathan H Weimar  
Dixie C Weimar



**What to do at the time of an accident.**

- Do not admit fault.
- Do not reveal the limits of your liability coverage to anyone.
- Exchange contact information; get year, make, model, plate number, insurance carrier and policy number of all involved. Also, identify witnesses and collect contact information.
- Contact the police or 911 if applicable.
- Contact GEICO by calling **1-800-841-3000** or visit **geico.com** to report the accident.

**Need a tow or roadside assistance?**  
Call **1-800-424-3426** to reach GEICO's Emergency Road Service (ERS).

U4TN (02-13)

**What to do at the time of an accident.**

- Do not admit fault.
- Do not reveal the limits of your liability coverage to anyone.
- Exchange contact information; get year, make, model, plate number, insurance carrier and policy number of all involved. Also, identify witnesses and collect contact information.
- Contact the police or 911 if applicable.
- Contact GEICO by calling **1-800-841-3000** or visit **geico.com** to report the accident.

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U4TN (02-13)



Tel: 1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY  
 One GEICO Center  
 Macon, GA 31295-0001

## Declarations Page

This is a description of your coverage.  
 Please retain for your records.

**Policy Number: 4492-94-17-96**

**Coverage Period:**

11-19-17 through 05-19-18

12:01 a.m. local time at the address of the named insured.

Date Issued: October 16, 2017

JONATHAN H WEIMAR AND DIXIE C  
 WEIMAR  
 2325 STRATFIELD DR  
 GERMANTOWN TN 38139-6615

Email Address: jhweimar@me.com

<u>Named Insured</u>	<u>Additional Drivers</u>
Jonathan H Weimar	None
Dixie C Weimar	

<u>Vehicles</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2012 Honda Odyssey EX	5FNRL5H6XCB114341	Germantown TN 38139	Capital One Auto Finance
2 2012 Scion xB	JTLZE4FE8CJ006876	Germantown TN 38139	Capital One Auto Finance

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>
Bodily Injury Liability			
Each Person/Each Occurrence	\$250,000/\$500,000	\$114.59	\$122.38
Property Damage Liability	\$100,000	\$133.36	\$121.48
Medical Payments	\$5,000	\$20.98	\$21.06
Uninsured Motorists Bodily Injury			
Each Person/Each Occurrence	\$250,000/\$500,000	\$43.88	\$43.88
Property Damage	\$100,000	\$12.46	\$12.46
Comprehensive	\$200 Ded	\$56.38	\$64.15
Collision	\$200 Ded	\$222.14	\$241.56
Emergency Road Service	Full	\$4.64	\$4.64
Rental Reimbursement	\$30 Per Day \$900 Max	\$10.56 -	\$10.56 -
<b>Six Month Premium Per Vehicle</b>		<b>\$618.99</b>	<b>\$642.17</b>
<b>Total Six Month Premium</b>			<b>\$1,261.16</b>

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

**Discounts**

<b>The total value of your discounts is</b>	<b>\$486.17</b>
Restraint .....	\$18.02
Seat Belt .....	\$2.21
Anti-Theft .....	\$6.04
Good Driver .....	\$73.57
Persistency .....	\$93.00
Anti-Lock Brake .....	\$24.40
Multi-Vehicle Discount .....	\$268.93

**The following discounts have also been applied**

Driving Experience .....	Included
Financial Responsibility .....	Included

**Contract Type:** A30TN

**Contract Amendments:** ALL VEHICLES - A30TN A54ED1 A54TN

**Unit Endorsements:** A115 (VEH 1,2); A431 (VEH 1,2); UE316TN (VEH 1,2)

**Important Policy Information**

- We welcome you to our GEICO family in the Auto Voluntary B10 rate program.
- Please review the front and/or back of this page for your coverage and discount information.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at [geico.com](http://geico.com) if you have any questions.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Now is a good time to review your coverage limits on this Declarations Page to determine if you would like to make changes to your policy. You may have the right to increase, decrease, or reject certain coverage. You may visit [geico.com](http://geico.com) to review your current policy coverage and review all of your coverage options. You can make your changes online at any time or email us through our Policyholder Service Center. Thank you for choosing GEICO.
- Confirmation of coverage has been sent to your lienholder and/or additional insured.

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

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# Tennessee Family Automobile Insurance Policy

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GEICO ADVANTAGE INSURANCE COMPANY



\*400001449294179641072024067\*

A30-TN (08-07)

Renewal Policy Page 7 of 32

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

#### AGREEMENT

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

#### SECTION I-LIABILITY COVERAGES

##### Bodily Injury Liability And Property Damage Liability Your Protection Against Claims from Others

#### DEFINITIONS

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

1. **Auto business** means the business of selling, repairing, servicing, storing, transporting or parking of autos.
2. **Bodily injury** means bodily injury to a person, including resulting sickness, disease or death.
3. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
4. **Insured** means a person or organization described under PERSONS INSURED.
5. **Non-owned auto** means a **private passenger, farm, or utility auto** or **trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You** or **your relatives** must be using the **non-owned auto** or **trailer** within the scope of permission given by its owner. A **non-owned auto** rented or leased for more than 30 days will be considered as furnished for regular use.
6. **Owned auto** means:
  - (a) A vehicle described in this policy for which a premium charge is shown for these coverages;
  - (b) A **trailer** owned by **you**;
  - (c) A **private passenger, farm or utility auto** ownership of which **you** acquire during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more, if:
    - (i) It replaces an **owned auto** as defined in (a) above; or
    - (ii) We insure all **private passenger, farm and utility autos** owned or leased by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later;
  - (d) **Temporary substitute auto**.
7. **Private passenger auto** means a four-wheel private passenger, station wagon or jeep-type auto.
8. **Relative** means a person who continuously lives in **your** household, and is related to **you** by blood, marriage, or adoption (including a ward or foster child) and also includes a foreign exchange student residing in **your** household if **you** provide us with the student's name, date of birth and driver license number within a reasonable time.
9. **Temporary substitute auto** means an automobile or **trailer**, not owned by **you**, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the **owned auto** or **trailer** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
10. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm or utility auto**.
11. **Utility auto** means a vehicle, other than a **farm auto**, with a gross vehicle weight of 15,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
12. **War** means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution.
13. **You** and **your** mean the policyholder named in the declarations or his or her spouse if a resident of the same household.

#### LOSSES WE WILL PAY FOR YOU UNDER SECTION I

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

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

#### ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered lawsuit.
3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
  - (a) Before the judgment, where owed by law, and until we pay, offer to pay, or deposit in court the amount due under this coverage;

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

## EXCLUSIONS

### When Section I Does Not Apply

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

- 1. Bodily injury to any insured or any family member of an insured residing in the insured's household is not covered.
- 2. Section I does not apply to **bodily injury** or property damage arising out of the ownership, maintenance, or use of an **owned** or **non-owned auto** while being used to carry persons or property for compensation or fee, including but not limited to the delivery of food or any other products. However, this exclusion will not apply to shared-expense car pools.
- 3. **Bodily injury** or property damage caused intentionally by or at the direction of an **insured** is not covered.
- 4. We do not cover **bodily injury** or property damage that is insured under a nuclear liability policy.
- 5. **Bodily injury** or property damage arising from the operation of farm machinery is not covered.
- 6. **Bodily injury** to an employee of an **insured** arising out of and in the course of employment by an **insured** is not covered.  
However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.
- 7. We do not cover **bodily injury** to a fellow employee of an **insured** if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend **you** if suit is brought by a fellow employee against **you** alleging use, ownership or maintenance of an auto by **you**.
- 8. We do not cover an **owned auto** while used by a person (other than **you** or a **relative**) when he is employed or otherwise engaged in the **auto business**.
- 9. A **non-owned auto** while maintained or used by any person is not covered while such person is employed or otherwise engaged in (1) any **auto business** if the accident arises out of that business, (2) any other business or occupation of any **insured** if the accident arises out of that business or occupation, except a **private passenger auto** used by **you** or **your** chauffeur or domestic servant while engaged in such other business.
- 10. We do not cover damage to:
  - (a) Property owned, operated or transported by an **insured**; or
  - (b) Property rented to or in charge of an **insured** other than a residence or private garage.
- 11. We do not cover an auto acquired by you during the policy term, if you have purchased other liability insurance for it.
- 12. We do not cover:
  - (a) The United States of America or any of its agencies;
  - (b) Any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.
- 13. **Bodily injury** or property damage that results from nuclear exposure or explosion including resulting fire, radiation, or contamination is not covered.
- 14. **Bodily injury** or property damage that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
- 15. We do not cover bodily injury or property damage caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
- 16. We do not cover any liability assumed under any contract or agreement.
- 17. Regardless of any other provision in this policy, there is no coverage for punitive or exemplary damages.
- 18. Any liability arising out of the use of an owned or non-owned auto in connection with the commission of or the attempt to commit a felony by an **insured**.

## PERSONS INSURED

### Who Is Covered

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

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

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

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

## FINANCIAL RESPONSIBILITY LAWS

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

## OUT OF STATE INSURANCE

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

## LIMITS OF LIABILITY

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

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including but not limited to, damages for care and loss of services, loss of consortium, bystander claims, and claims for mental anguish because of **bodily injury** sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including but not limited to, damages for care and loss of services, loss of consortium, bystander claims, and claims for mental anguish because of **bodily injury** sustained by two or more persons as the result of any one occurrence.
3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

## OTHER INSURANCE

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

Any insurance we provide for losses arising out of the ownership, maintenance or use of a vehicle **you** do not own shall be excess over other valid and collectible insurance.

## CONDITIONS

The following conditions apply to Section I:

### 1. NOTICE

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

- (a) The identity of the **insured**;
- (b) The time, place and details of the occurrence;
- (c) The names and addresses of the injured, and of any witnesses; and
- (d) The names of the owners and the description and location of any damaged property.

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

### 2. TWO OR MORE AUTOS

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



### 3. ASSISTANCE AND COOPERATION OF THE INSURED

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

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

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

### 4. ACTION AGAINST US

No suit will lie against us:

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

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

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

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

### 5. SUBROGATION

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

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

---

## SECTION II - AUTO MEDICAL PAYMENTS

### Protection For You And Your Passengers For Medical Expenses

---

#### DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, **occupying** means in or entering into or alighting from.

#### PAYMENTS WE WILL MAKE

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

Expenses are reasonable only if they are consistent with the usual fees charged by the majority of similar medical providers in the geographical area in which the expenses are incurred for the specific medical service.

Services are necessary only if the services are rendered by a licensed medical provider within the scope of the provider's practice and license and are essential.

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

This Coverage applies to:

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

## EXCLUSIONS

### When Section II Does Not Apply

1. There is no coverage for **bodily injury** arising out of the ownership, maintenance, or use of an **owned** or **non-owned auto** while being used to carry persons or property for compensation for a fee, including but not limited to the delivery of food or any other products. However, this exclusion will not apply to shared-expense car pools.
2. There is no coverage for an **insured** while **occupying** a vehicle located for use as a residence or premises.
3. **You** and **your relatives** are not covered for **bodily injury** sustained while **occupying** or when struck by:
  - (a) A farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
  - (b) A vehicle operated on rails or crawler-treads.
4. There is no coverage for persons employed in the **auto business**, if the accident arises out of that business and if benefits are required to be provided under a workers' compensation law.
5. There is no coverage for **bodily injury** sustained due to **war**.
6. The United States of America or any of its agencies are not covered as an **insured**, a third party beneficiary, or otherwise.
7. There is no coverage for **bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
8. There is no coverage for **bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents.
9. We do not cover **bodily injury** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
10. There is no coverage for **bodily injury** sustained while **occupying** any motorized vehicle which is not defined as an **owned** or **non-owned auto** under this policy.
11. There is no coverage for **bodily injury** occurring during the course of employment if worker's compensation benefits are required or available.
12. There is no coverage for **bodily injury** sustained while **occupying** an **owned** or **non-owned auto** being used in connection with the commission or the attempt to commit a felony by an **insured**.

## NON-DUPLICATION

No person for whom medical expenses are payable under the Medical Payments Coverage shall be paid more than once for the same medical expense under this or similar vehicle insurance, including any no-fault benefits required by law.

## LIMIT OF LIABILITY

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

No person for whom medical expenses are payable under the medical payments coverage shall be paid more than once for the same medical expense under this or similar vehicle insurance, including any no-fault benefits required by law.

An auto and an attached **trailer** are considered to be one auto.

## OTHER INSURANCE

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

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

## CONDITIONS

The following conditions apply to this Coverage:

1. **NOTICE**

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

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

Suit will not lie against us unless the **insured** has fully complied with all the policy terms.
3. **MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS**

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

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

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

#### 4. SUBROGATION

If we make a payment under Section II-Auto Medical Payments of this policy, and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and shall do nothing after loss or **bodily injury** to prejudice them.

If we make payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery and shall reimburse us to the extent of our payment, costs, and fees.

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### SECTION III - PHYSICAL DAMAGE COVERAGES

#### Your Protection For Loss Or Damage To Your Car

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#### DEFINITIONS

The definitions of the terms **auto business, farm auto, private passenger auto, relative, temporary substitute auto, utility auto, you, your,** and **war** under Section I apply to Section III also. Under this Section, the following special definitions apply:

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

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.
5. **Depreciation** means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.
6. **Insured** means:
  - (a) Regarding the **owned auto**:
    - (i) **You** and **your relatives**;
    - (ii) A person or organization maintaining, using or having custody of the auto with **your** permission, if his use is within the scope of that permission.
  - (b) Regarding a **non-owned auto**; **you** and **your relatives**, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.
7. **Loss** means direct and accidental loss of or damage to:
  - (a) The auto, including its equipment; or
  - (b) Other insured property.
8. **Non-owned auto** means a **private passenger, farm** or **utility auto** or **trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You** or **your relative** must be using the auto **trailer** within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
9. **Owned auto** means:
  - (a) Any vehicle described in this policy for which a specific premium charge indicates there is coverage;
  - (b) A **private passenger, farm** or **utility auto** or a **trailer**, ownership of which is acquired by **you** during the policy period; if
    - (i) It replaces an **owned auto** as described in (a) above, or
    - (ii) We insure all **private passenger, farm, utility autos** and **trailers** owned by **you** on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward;
  - (c) A **temporary substitute auto**.

10. **Trailer** means a trailer designed for use with a **private passenger auto** and not used as a home, office, store, display or passenger trailer.

**LOSSES WE WILL PAY FOR YOU**  
**Comprehensive (Excluding Collision)**

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

- |                                      |                         |
|--------------------------------------|-------------------------|
| (a) Missiles;                        | (j) Windstorm;          |
| (b) Falling objects;                 | (k) Hail;               |
| (c) Fire;                            | (l) Water;              |
| (d) Lightning;                       | (m) Flood               |
| (e) Theft;                           | (n) Malicious mischief; |
| (f) Larceny;                         | (o) Vandalism;          |
| (g) Explosion;                       | (p) Riot; or            |
| (h) Earthquake;                      | (q) Civil commotion.    |
| (i) Colliding with a bird or animal; |                         |

No deductible will apply to **loss** caused by:

- (a) Fire, lightning, smoke, smudge; or
- (b) Damage sustained while the vehicle is being transported on any conveyance.

At the option of the **insured**, breakage of glass caused by **collision** may be paid under the Collision Coverage, if included in the policy.

2. We will pay, up to \$200 per occurrence, less any deductible shown in the declarations, for **loss** to personal effects due to:

- |                                     |                      |
|-------------------------------------|----------------------|
| (a) Fire;                           | (e) Falling objects; |
| (b) Lightning;                      | (f) Earthquake; or   |
| (c) Flood;                          | (g) Explosion.       |
| (d) Theft of the entire automobile; |                      |

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

No deductible will apply due to **loss** by fire or lightning.

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

**Collision**

1. We will pay for **collision loss** to the **owned** or **non-owned auto** for the amount of each **loss** less the applicable deductible.

2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

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

**ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES**

1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive Coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the **loss**.

Reimbursement will not exceed \$25 per day nor \$750 per **loss**.

2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.

**EXCLUSIONS**

**When The Physical Damage Coverages Do Not Apply**

1. An auto used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products is not covered. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.

2. **Loss** due to **war** is not covered.

3. We do not cover **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.

4. There is no coverage for **loss** caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.

5. Tires, when they alone are damaged by **collision**, are not covered.

6. **Loss** due to radioactivity is not covered.

7. **Loss** to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.
8. We do not cover **loss** to any radar or laser detector.
9. We do not cover **trailers** when used for business or commercial purposes with vehicles other than **private passenger, farm or utility autos**.
10. There is no coverage for **loss** that results from nuclear exposure or explosion including resulting fire, radiation, or contamination.
11. There is no coverage for **loss** that results from bio-chemical attack or exposure to bio-chemical agents.
12. We do not cover any physical damage caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
13. We do not cover **loss** for **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
14. There is no coverage for any liability assumed under any contract or agreement.
15. There is no coverage for **loss** or damage resulting from:
  - (a) The acquisition of a stolen vehicle;
  - (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle;
  - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities; or
  - (d) The sale of an **owned auto**.
16. There is no coverage for the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you**, a **relative** or a permissive user of the vehicle in illegal activity.

#### LIMIT OF LIABILITY

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

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

#### OTHER INSURANCE

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

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

#### CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

##### 1. NOTICE

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

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

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

##### 2. TWO OR MORE AUTOS

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

### 3. ASSISTANCE AND COOPERATION OF THE **INSURED**

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

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

### 4. ACTION AGAINST US

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

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

### 5. **INSURED'S** DUTIES IN EVENT OF **LOSS**

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

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

### 6. APPRAISAL

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

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

### 7. PAYMENT OF **LOSS**

We may at our option:

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

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

### 8. NO BENEFIT TO BAILEE

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

### 9. SUBROGATION

If we make a payment under Section III-Physical Damage Coverages of this policy, and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and shall do nothing after **loss** or **bodily injury** to prejudice them.

If we make payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery and shall reimburse us to the extent of our payment, costs, and fees.

### 10. ASSIGNMENT

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

## SECTION IV - UNINSURED MOTORIST COVERAGE

### Protection For You And Your Passengers For Injuries Caused By Uninsured And Hit-And-Run Motorists

#### DEFINITIONS

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

1. **Hit-and-run auto** is a motor vehicle causing **bodily injury** to an **insured** or **property damage** to the **insured auto** through physical contact with him or the **insured auto** or with an auto he is **occupying** at the time of the accident and whose operator or owner cannot be identified, provided the **insured** or someone on his behalf:
  - (a) Reports the accident to a police, peace or judicial officer or to the Commissioner of Motor Vehicles within a reasonable time;
  - (b) Files with us as soon as possible a statement setting forth the facts of the accident and claiming that he has a cause of action for compensatory damages against an unidentified person;
  - (c) Shows that the **insured** was not negligent in failing to determine the identity of the other vehicle and its owner or operator at the time of the accident; and
  - (d) Makes available for inspection, at our request, the auto **occupied** by the **insured** at the time of the accident.If there is no physical contact with the **hit-and-run auto** the facts of the accident must be established by clear and convincing evidence other than any evidence from occupants of the **insured auto**.
2. **Insured** means:
  - (a) The individual named in the declarations and his or her spouse if a resident of the same household;
  - (b) **Relatives** of (a) above if residents of his household;
  - (c) Any other person while **occupying** an **owned auto** with **your** consent or operating an **owned auto** with a reasonable belief that person has **your** permission to do so.
  - (d) Any person who is entitled to recover compensatory damages because of **bodily injury** sustained by an **insured** under (a), (b), and (c) above.If there is more than one **insured**, our limit of liability will not be increased.
3. **Insured auto** is an auto:
  - (a) Described in the declarations and covered by the bodily injury liability coverage of this policy;
  - (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or
  - (c) Operated by **you** or **your** spouse if a resident of the same household.But the term **insured auto** does not include:
  - (i) An auto used to carry passengers or goods for hire, except in a carpool;
  - (ii) An auto being used without the owner's permission; or
  - (iii) Under subparagraphs (b) and (c) above, an auto owned by or furnished for the regular use of an **insured**.
4. **Occupying** means in, upon, entering into or alighting from.
5. **Property damage** means injury or destruction of an auto owned by **you** and covered by the Bodily Injury and Property Damage Coverage of this policy and property in the auto owned by the **insured**.
6. **State** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.
7. **Uninsured motor vehicle** means a motor vehicle whose ownership, maintenance, or use has resulted in the **bodily injury**, death or damage to property of an **insured**, and for which the sum of the limits of liability available to the **insured** under all valid and collectible insurance policies, bonds and securities, applicable to the **bodily injury**, death or damage to property is less, than the applicable limits of uninsured motorist coverage provided to the **insured** under the policy against which the claim is made.

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

  - (a) An **insured auto**;
  - (b) A motor vehicle owned by or furnished for the regular use of the **insured** or **relative**.
  - (c) Self-insured within the meaning of the Tennessee Financial Responsibility Law or any similar state or Federal law;
  - (d) A motor vehicle or **trailer** located for use as a residence or premises; or
  - (e) A motor vehicle, farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

#### LOSSES WE PAY

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

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

## EXCLUSIONS

### When Section IV Does Not Apply

1. This Coverage does not apply to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent.
2. We do not cover **bodily injury** to an **insured** while **occupying** or when struck by any motor vehicle or motorcycle:
  - (a) Owned by an **insured** or **relative**; and either
    - (i) Not described in the declarations; or
    - (ii) Not covered under the terms of this policy as an **owned auto** or **non-owned auto**.
3. The Uninsured Motorists Coverage will not benefit any workers' compensation insurer, self insurer, or disability benefits insurer.
4. We do not cover the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
5. We do not cover any person while **occupying** a vehicle described in the declarations on which Uninsured Motorists Coverage is not carried.
6. There is no coverage for the first \$200 of **property damage** to the property of each **insured** as the result of any one accident. However, the deductible of \$200 shall not apply if we also provide Collision Coverage, for the **insured auto** and the operator of the other vehicle has been positively identified and is solely at fault.
7. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages under the Uninsured Motorists Coverage of this policy.
8. **Bodily injury** or **property damage** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
9. **Bodily injury** or **property damage** that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
10. This coverage does not apply to any liability assumed under any contract or agreement.
11. This coverage does not apply to damage caused by an **insured's** participation in or preparation for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
12. This coverage does not apply to **bodily injury** to an **insured** while **occupying** a motorcycle owned by an **insured** or **relative**.
13. There is no coverage for **bodily injury** arising out of the ownership, maintenance, or use of an **owned** or **non-owned auto** while being used to carry persons for compensation or a fee, including but not limit to the delivery food or any other products. However, a vehicle used in an ordinary carpool on a ride sharing or cost sharing basis is covered.
14. There is no coverage for **bodily injury** to any other person while **occupying** an **owned auto** without **your** consent or operating an **owned auto** without a reasonable belief that person has **your** permission to do so.
15. There is no coverage for **bodily injury** for losses involving a **non-owned auto** furnished for the regular use of **you** or a **relative**. Furnished for regular use does not include a motor vehicle rented from a rental company for 30 days or less.

### LIMITS OF LIABILITY

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

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations for "each person" is the limit of our liability for all damages, including but not limited to, damages for care or loss of services, loss of consortium, bystander claims, and claims for mental anguish, because of **bodily injury** sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including but not limited to, damages for care and loss of services, loss of consortium, bystander claims, and claims for mental anguish, because of **bodily injury** sustained by two or more persons as the result of any one occurrence.
3. The limit of property damage liability shown in the declarations of this policy is our total limit of liability for all damages, including loss of use, to all property of one or more **insureds** damaged as the result of any one accident.
4. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.  
If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

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

- (a) Payable to all **insureds** under this policy. The maximum amount is the difference between the "each accident" limit of liability of this coverage and the amount paid all **insureds** by or for any person or organization who is or may be held legally liable for the **bodily injury**,



- (b) Paid or payable under the Bodily Injury Coverage or Medical Payments Coverage of this policy; or
- (c) Paid or payable under any workers' compensation law, disability benefits law or any similar law or health insurance policy.

#### OTHER INSURANCE

1. When an **insured** suffers **bodily injury** while not **occupying** any motor vehicle, this policy only applies if it provides the highest limits of Uninsured Motorists Coverage to which the **insured** is eligible.
2. When an **insured** suffers **bodily injury** while **occupying** a motor vehicle owned by the **insured**, only the limits of Uninsured Motorists Coverage on that vehicle shall apply.
3. When an **insured** suffers **bodily injury** while **occupying** a motor vehicle not owned by the **insured**:
  - (a) The Uninsured Motorists Coverage on the vehicle the **insured** was **occupying** is primary.
  - (b) If the Uninsured Motorists Coverage limits on that vehicle are exhausted due to the extent of the **insured's** compensatory damages, and the **insured** is named on this policy, this policy will provide excess coverage. However, if the **insured** is covered as a named insured under more than one policy, then only the policy with the highest limits of Uninsured Motorists Coverage will apply.
  - (c) If the Uninsured Motorists Coverage limits on the motor vehicle **occupied** by the **insured** and any other policy where the **insured** is named are exhausted due to the extent of the **insured's** compensatory damages, and if the **insured** is not named on this policy, this policy will provide excess coverage. However, if the **insured** is covered other than as a named insured on more than one policy, then only the policy with the highest limits of Uninsured Motorists Coverage will apply.
4. In no event is the **insured** entitled to receive benefits from all applicable policies listed in 3.a., 3.b. and 3.c. above, in an amount greater than the limits of the policy providing the highest limits of Uninsured Motorists Coverage.
5. Regarding **property damage** to an **owned auto** or a **non-owned auto**, the policy providing Uninsured Motorists Property Damage Coverage on that vehicle is primary and any other coverage is excess. If more than one policy otherwise applies, we will not owe more than our pro-rata share of the total coverage available.

#### ARBITRATION

##### Optional Arbitration

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

- (a) The extent to which the **insured** is legally entitled to recover against an owner or operator of an **uninsured motor vehicle** (i.e., issues of liability); or
- (b) The amount of damages sustained by the **insured**

may be arbitrated. However, neither the **insured** nor we will be required to arbitrate unless arbitration is expressly required by state law. Unless so required, binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this Coverage in a particular policy, or the application of this Coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy. Unless otherwise required by state law, the method, manner, and format of any arbitration process will be subject to agreement by **you** and us. Attorney fees and expenses will be paid by the party incurring them.

##### Binding Arbitration

If the **insured** or the **insured's** personal representative agrees to a settlement offer with the party or parties alleged to be liable for the **bodily injury** or death of the **insured**, the **insured** may seek additional compensation under this coverage upon agreement of the **insured** and us to submit the claim to binding arbitration of all issues of liability and damages, provided:

- (i) We receive written notice from the liability insurance company providing coverage for the parties to be released by certified mail, return receipt requested, of the offer to the **insured** and the company provides verification of coverage, upon request by us, and confirms to us that the party or parties to be released will agree in writing to cooperate with us in connection with the arbitration of the claim; and
- (ii) The **insured** gives us written notice by certified mail, return receipt requested, of the **insured's** intent to accept the offer and agree to submit the claim to binding arbitration; and
- (iii) After receipt of both notices referred to in paragraphs (i) and (ii), we shall give notice within thirty days by certified mail, return receipt requested, to the **insured** and the liability insurance carrier(s) if we consent to the settlement; that we will agree to binding arbitration of the **insured's** uninsured motorist claim and will waive our subrogation rights against the party or parties to be released in exchange for their written agreement to cooperate in connection with the arbitration. Upon receipt of the notice, the **insured** may proceed to execute a release of the party or parties on whose behalf the offer was made and upon execution of the release, receive payment of the settlement proceeds;

- (iv) If we do not agree to waive subrogation rights, we will pay the **insured** the underlying policy limits, and binding arbitration will not be applicable; however, the **insured** must still file a lawsuit against the responsible party within the statute of limitations.

The arbitration shall be provided for by Tennessee law and by the Uniform Arbitration Act.

The arbitrator shall be selected by agreement of three parties. If the parties are unable to agree, either party may request a judge of a court of record in the county in which the arbitration is pending to designate three potential arbitrators. The parties shall then agree upon one of the three arbitrators so designated.

Unless the parties agree otherwise, the arbitration will take place in the county in which the **insured** resides and the rules of evidence applicable to the state courts where the arbitration is conducted shall apply.

The arbitrator shall not be informed as to the amount or amounts collected by the **insured** by way of settlement or judgment prior to the conclusion of the arbitration. Disclosure of such information prior to the conclusion of the arbitration will result in disqualification of the arbitrator.

Coverage issues shall be decided by a court of competent jurisdiction; the arbitrator shall decide issues of tort liability and damages only. The arbitrator shall first decide issues of liability and the apportionment of fault and, if fault is found, the amount of damages sustained by the **insured**.

If the arbitrator's award to the **insured** is less than or equal to the total amount collected by the **insured** by way of settlements or judgments plus the amount of any settlement offer made by us at least fifteen days prior to the arbitration, the **insured** will pay the arbitrator's fee. In the event the arbitrator's award to the **insured** exceeds the total amount collected by the **insured** by way of settlements or judgments plus the amount of any settlement offer made by us at least fifteen days prior to the arbitration, we will pay the arbitrator's fee.

We shall be entitled to credit for the total amount of damages collected by the **insured** from all parties alleged to be liable for the **bodily injury** or death of the **insured** whether obtained by settlement or judgment and whether characterized as compensatory or punitive damages.

Nothing contained herein shall prohibit or preclude us and the **insured** or the **insured's** personal representative from settling the **insured's** uninsured motorist claim at any time and upon such terms and conditions as are acceptable to the parties.

After receipt of both of the notices referred to in paragraphs (i) and (ii), we, at our option, may elect to decline binding arbitration and preserve our subrogation rights, provided that within thirty days after receipt of both of the notices, we pay the **insured** the full amount of the settlement offer.

#### TRUST AGREEMENT

When we make a payment under this Coverage:

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

#### CONDITIONS

The following conditions apply only to the Uninsured Motorists Coverage:

##### 1. NOTICE

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

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

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

If the owner or operator of any motor vehicle causing **bodily injury** or **property damage** to an **insured** under this Coverage is unknown, the **insured** satisfies all of the requirements of Section 56-7-1201(e) of the Tennessee Code Annotated; and should a suit be instituted, the **insured** shall issue a John Doe warrant against the unknown owner or operator in order to come within this Coverage.

2. ASSISTANCE AND COOPERATION OF THE INSURED

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

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** or his legal representative have fully complied with all the policy terms.

4. PROOF OF CLAIM - MEDICAL REPORTS

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

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

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

5. PAYMENT OF LOSS

Any amount due is payable:

- (a) To the **insured** or his authorized representative;
- (b) If the **insured** is a minor, to his parent or guardian; or
- (c) If the **insured** is deceased, to his surviving spouse; otherwise
- (d) To a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages.

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

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**SECTION V - GENERAL CONDITIONS**

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These conditions apply to all Coverages in this policy.

1. TERRITORY

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

2. PREMIUM

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

3. CHANGES

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

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

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

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

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

4. ASSIGNMENT

**Your** rights and duties under this policy may not be assigned without our written consent.

If **you** die, this policy will cover **your** surviving spouse, if covered under the policy prior to **your** death, and until the expiration of the policy term:

- (a) The executor or administrator of **your** estate, but only while operating an **owned auto** and only while acting within the scope of his duties;
- (b) Any person having proper temporary custody of and using the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate.

5. POLICY PERIOD

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at **your** address stated in the declarations.

6. CANCELLATION BY THE **INSURED**

**You** may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

7. CANCELLATION BY US

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

We will mail this notice:

- (a) 10 days in advance if the proposed cancellation is for non-payment of premium or any of its installments when due;
- (b) 10 days in advance if the policy has been in effect less than 60 days at the time notice of cancellation is mailed and the policy is not a renewal;
- (c) 20 days in advance in all other cases.

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

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

8. CANCELLATION BY US IS LIMITED

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

- (a) **You** do not pay the initial premium on other than a renewal or any additional premium for this policy or fail to pay any premium installment when due to us or our agent.
- (b) **You** obtained the policy through material misrepresentation.
- (c) **You** did not fully disclose **your** auto accidents and moving traffic violations for the prior 36 months if called for in the application.
- (d) **You** failed to disclose information needed for acceptance or proper rating of the risk.
- (e) Any **insured** violated a policy term or condition.
- (f) Any **insured** made a false or fraudulent claim or helped or encouraged another in presenting such a claim.
- (g) **You** request coverage for a person not listed on the original application, and we find, within 60 days of **your** written request, that the person is unacceptable.
- (h) **You**, any operator resident in **your** household, or any customary operator of an **insured auto** has had his driver's license or motor vehicle registration suspended or revoked within the 36 months prior to notice of cancellation.
- (i) **You** (or any operator resident in **your** household, or any customary operator of an **insured auto**) are or become subject to epilepsy or heart attacks and cannot produce a physician's certificate attesting to his unqualified ability to operate a motor vehicle.
- (j) **You**, (or any operator resident in **your** household, or any customary operator of an **insured auto**) are convicted of or forfeit bail for any felony during the policy period or the 36 months prior to the effective date.
- (k) **You**, (or any operator resident in **your** household, or any customary operator of an **insured auto**) are convicted of or forfeit bail for criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle during the policy period or the 36 months prior to the effective date.
- (l) **You**, (or any operator resident in **your** household or any customary operator of an **insured auto**) are convicted of or forfeit bail for operating a motor vehicle while intoxicated or under the influence of drugs during the policy period or the 36 months prior to the effective date.
- (m) **You**, (or any operator resident in **your** household or any customary operator of an **insured auto**) are convicted of or forfeit bail for leaving the scene of an accident without stopping to report during the policy period or the 36 months prior to the effective date.
- (n) **You**, (or any operator resident in **your** household or any customary operator of an **insured auto**) are convicted of or forfeit bail for theft of a motor vehicle during the policy period or the 36 months prior to the effective date.

- (o) **You**, (or any operator resident in **your** household or any customary operator of an **insured auto**) are convicted of or forfeit bail for making false statements in a driver's license application during the policy period or the 36 months prior to the effective date.
- (p) **You**, (or any operator resident in **your** household or any customary operator of an **insured auto**) are convicted of or forfeit bail for a third violation committed within 36 months, or any ordinance, law or regulation limiting the speed of motor vehicles.
- (q) **You**, (or any operator resident in **your** household or any customary operator of an **insured auto**) are convicted of or forfeit bail for a third violation committed within 36 months, of any state motor vehicle law violations which are considered misdemeanors, whether or not the violations were repetitions of the same offense.
- (r) The insured auto is altered in a way that increases the risk substantially.
- (s) The insured auto is used as an authorized emergency vehicle.
- (t) The insured auto is subject to an inspection law and has not been inspected or, if inspected, has failed to qualify. Failure to cancel for any of the reasons above shall not obligate us to renew the policy.

We have the right to modify the Comprehensive Coverage under Section III by including a deductible of not more than \$100.

#### 9. RENEWAL

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

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

#### 10. OTHER INSURANCE

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

#### 11. DIVIDEND PROVISION

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

#### 12. DECLARATIONS

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

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

#### 13. FRAUD AND MISREPRESENTATION

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

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

#### 14. EXAMINATION UNDER OATH

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

#### 15. TERMS OF POLICY CONFORMED TO STATUTES

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

#### 16. DISPOSAL OF VEHICLE

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

#### 17. CHOICE OF LAW

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

SECTION VI - AMENDMENTS AND ENDORSEMENTS

1. SPECIAL ENDORSEMENT UNITED STATES GOVERNMENT EMPLOYEES

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

This insurance is excess over other valid and collectible insurance.



W. C. E. Robinson  
Secretary



O. M. Nicely  
President





GEICO ADVANTAGE INSURANCE COMPANY

Policy Number: 4492-94-17-96

## Automobile Policy Amendment Emergency Road Service Coverage

Your policy provisions are amended as follows:

### SECTION III

#### PHYSICAL DAMAGE COVERAGES

##### Emergency Road Service

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

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

#### OBTAINING SERVICE UNDER THIS AMENDMENT

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

##### SIGN AND DRIVE

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

##### HIRED SERVICES

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

There will be a limit of one reimbursement per disablement.

We affirm this amendment.

W. C. E. Robinson  
Secretary

O. M. Nicely  
President





GEICO ADVANTAGE INSURANCE COMPANY

Policy Number: 4492-94-17-96

# Automobile Policy Endorsement Rental Reimbursement Endorsement

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

### SECTION III - PHYSICAL DAMAGE COVERAGES

The following coverage is added:

#### Coverage-Rental Reimbursement

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

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

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

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

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

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

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

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

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

No deductible applies to this coverage.

#### CONDITIONS

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

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

The COMPANY affirms this endorsement.

W. C. E. Robinson  
Secretary

O. M. Nicely  
President

Policy Number: 4492-94-17-96

**Your** policy is amended as follows:

**SECTION V - GENERAL CONDITIONS**

The condition for POLICY PERIOD is revised as follows:

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

We affirm this amendment.



W. C. E. Robinson  
Secretary



William E. Roberts  
President



GEICO ADVANTAGE INSURANCE COMPANY  
Policy Number: 4492-94-17-96

## Automobile Policy Amendment TENNESSEE

Your policy is amended as follows:

### SECTION I - LIABILITY COVERAGES

#### DEFINITIONS

Definition 13. **You** and **your** is revised as follows:

13. **You** and **your** mean the named insured shown in the declarations or his or her spouse if a resident of the same household.

The following definitions are added:

14. **Personal vehicle sharing program** means a business, organization, network or group facilitating the sharing of private passenger motor vehicles for use by individuals or businesses.
15. **Ride-sharing** means the use of any vehicle by any **insured** in connection with a **transportation network company** from the time an **insured** logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time an **insured** logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).
16. **Transportation network company** means a company or organization facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers for compensation or a fee.

#### EXCLUSIONS

The following exclusion is revised:

2. Section I does not apply to **bodily injury** or property damage arising out of the ownership, maintenance, or use of an **owned auto** or **non-owned auto**:
- (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - (b) while being used for **ride-sharing**.
- However, a vehicle used in an ordinary car pool is covered.

The following exclusion is added:

19. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

### SECTION II - AUTO MEDICAL PAYMENTS

#### EXCLUSIONS

The following exclusion is revised:

1. There is no coverage for **bodily injury** arising out of the ownership, maintenance, or use of an **owned auto** or **non-owned auto**:
- (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - (b) while being used for **ride-sharing**.
- However, a vehicle used in an ordinary car pool is covered.

The following exclusion is added:

13. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

### SECTION III - PHYSICAL DAMAGE COVERAGES

#### DEFINITIONS

The definitions of **personal vehicle sharing program**, **ride-sharing** and **transportation network company** under Section I apply to Section III also.

Definition 10. **Trailer** is revised as follows:

10. **Trailer** means a trailer designed to be towed by a **private passenger auto** and not used as a home, residence, office, store, display or passenger trailer. **Trailer** does not mean a trailer with built-in sleeping facilities designed for recreational or camping use.

## LOSSES WE WILL PAY FOR YOU

**Comprehensive (Excluding Collision)** Item 1 and 2 are revised as follows:

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

- |                                      |                         |
|--------------------------------------|-------------------------|
| (a) Missiles;                        | (j) Windstorm;          |
| (b) Falling objects;                 | (k) Hail;               |
| (c) Fire;                            | (l) Water;              |
| (d) Lightning;                       | (m) Flood;              |
| (e) Theft;                           | (n) Malicious mischief; |
| (f) Larceny;                         | (o) Vandalism;          |
| (g) Explosion;                       | (p) Riot; or            |
| (h) Earthquake;                      | (q) Civil commotion.    |
| (i) Colliding with a bird or animal; |                         |

At the option of the **insured**, breakage of glass caused by **collision** may be paid under the Collision Coverage, if included in the policy.

2. We will pay, up to \$200 per occurrence, less any deductible shown in the declarations, for **loss** to personal effects due to:

- |                                     |                      |
|-------------------------------------|----------------------|
| (a) Fire;                           | (e) Falling objects; |
| (b) Lightning;                      | (f) Earthquake; or   |
| (c) Flood;                          | (g) Explosion.       |
| (d) Theft of the entire automobile; |                      |

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

## EXCLUSIONS

The following exclusion is revised:

1. Section III does not apply to any vehicle:

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

However, a vehicle used in an ordinary car pool is covered.

The following exclusion is added:

15. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

## SECTION IV – UNINSURED MOTORISTS COVERAGE

### DEFINITIONS

Definition 2.(a) **Insured** is revised as follows:

- (a) The named insured shown in the declarations or his or her spouse if a resident of the same household;

### EXCLUSIONS

The following exclusion is revised:

13. There is no coverage for **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of an **owned auto** or **non-owned auto**:

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

However, a vehicle used in an ordinary car pool is covered.


The following exclusion is added:

16. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

## SECTION V – GENERAL CONDITIONS

The last paragraph of 8. Cancellation By Us is Limited is deleted.

We affirm this amendment.

  
W. C. E. Robinson  
Secretary

  
William E. Roberts  
President

