

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

JONATHAN DUCKWORTH,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

v.

AMERICAN STANDARD  
INSURANCE COMPANY OF OHIO,

Defendant.

**CIVIL ACTION**

Case No.

**CLASS ACTION  
COMPLAINT**

**CLASS ACTION COMPLAINT**

Plaintiff Jonathan Duckworth (“Plaintiff”), individually and on behalf of all others similarly situated, files this Class Action Complaint against Defendant American Standard Insurance Company of Ohio (“Defendant”), and in support thereof states the following:

**NATURE OF THE CASE**

1. This is a Georgia class action lawsuit by Plaintiff, individually, and on behalf of a putative class of persons, who were insureds under Defendant’s uniform auto insurance policies, who submitted covered first party total loss auto claims, and who were not paid by Defendant the full amount of motor vehicle title ad valorem

tax (“TAVT”) (Georgia’s mandatory auto sales tax since 2013) that was owed on first party total loss claims pursuant to Defendant’s policy language and Georgia law.

2. Plaintiff’s and all putative class members’ (“Class Members”) claims arise from Defendant’s uniform automobile insurance policies (the “Policy” or “Policies”) purchased by Plaintiff and Class Members. The Policies contain identical material language relating to the coverage provided for first party total loss claims. A copy of the Policy, containing the identical material language from which the claims of Plaintiff and each Class Member arise, is attached hereto as Exhibit A.

3. Plaintiff’s and each Class Member’s Policies required Defendant to pay for “loss” and “actual cash value” including cost to purchase a replacement vehicle from a new or used vehicle dealer, TAVT, and title and registration fees (minus deductible and depreciation).

4. Georgia law requires that the TAVT on a used vehicle purchased from a new or used vehicle dealer (other than seller financed sale arrangement sometimes called “buy here, pay here”) is determined by applying the TAVT percentage rate to the price of the vehicle (minus any applicable trade-in). O.C.G.A. §48-5C-1(a)(1)(A).

5. On Plaintiff’s claim, Defendant identified the price to purchase the

replacement vehicle from a dealer as \$7,689.00. *See* CCC Market Valuation Summary (“Valuation Report”), attached hereto as Exhibit B; *see also* Letter sent from Defendant to Plaintiff dated March 5, 2021 (“Settlement Letter”), attached hereto as Exhibit C. The TAVT percentage at the time of Plaintiff’s loss was 6.6%.

6. Defendant included the in the settlement \$7,689.00 as the base value of Plaintiff’s vehicle. Defendant should have applied the TAVT rate of 6.6% to the vehicle value used in the settlement. The TAVT due on Plaintiff’s claim therefore was \$507.47, which is 6.6% of the \$7,689.00 the cost to purchase a similarly valued vehicle.

7. Rather than pay Plaintiff TAVT of \$507.47, Defendant paid Plaintiff TAVT of \$453.75, which is \$53.72 less than owed under the Policy and Georgia law. Ex. C.

8. Defendant’s underpayment of TAVT was the result of Defendant calculating TAVT by applying the 6.6% rate to a \$6,875.00 valuation of Plaintiff’s vehicle found in the 2021 Georgia Motor Vehicle Assessment Manual for Title Ad Valorem Tax (“TAVT Manual”), which is a manual that provides valuation for determining TAVT on vehicles purchase in a private non-dealer sale.

9. Defendant used the TAVT Manual for valuation to determine TAVT instead of the valuation that Defendant used in adjusting Plaintiff’s claim so that

Defendant could save money on Plaintiff's and other Class Members' claims.

10. The TAVT Manual bases its valuation of a vehicle on “the average of the current *fair market value* and the current *wholesale value* for all motor vehicles.” See the “Introduction” Section of the 2019 TAVT Manual, found at ([https://dor.georgia.gov/sites/dor.georgia.gov/files/related\\_files/document/MVD/Manual/2019\\_RAVT\\_Assessment\\_Manual.pdf](https://dor.georgia.gov/sites/dor.georgia.gov/files/related_files/document/MVD/Manual/2019_RAVT_Assessment_Manual.pdf)), at pg. ii (emphasis added) (last visited November 10, 2021). The TAVT Manual thus usually offers a lower value to determine TAVT than the cost to actually replace a vehicle that has been determined to be a total loss (which was how Defendant actually valued Plaintiffs' claims).

11. The actual cost to purchase a replacement vehicle for an individual insured will usually be higher than the vehicle's “wholesale” value. Defendant saved money by applying the TAVT manual whose purpose was to provide a value that was less than the retail cost of a vehicle.

12. To be clear: Plaintiff does not dispute the base valuation of Plaintiff's total loss vehicle of \$7,689.00. The sole dispute is whether Defendant should have calculated TAVT based on such base vehicle value on which Defendant paid the claim, or whether Defendant was permitted to have calculated TAVT based on the value set by the TAVT Manual.

13. Plaintiff was harmed at minimum in the amount of \$53.72 (plus interest) due to Defendant's breach of contract through use of the incorrect valuation source in calculating the TAVT owed, and the resulting underpayment of TAVT.

### **THE PARTIES**

14. Plaintiff is and was domiciled in Gordon County, Georgia, and was a Georgia citizen at all times relevant to this lawsuit.

15. At all times material hereto, Defendant is and was a corporation authorized to transact insurance in the State of Georgia and conducting a substantial part of its business in Gordon County, with its principal place of business and headquarters both located in the State of Wisconsin.

16. Defendant's registered agent for service on file with the Georgia Secretary of State is CSC of Cobb County, Inc., 192 Anderson Street SE, Suite 125, Marietta, GA, 30060.

### **JURISDICTION AND VENUE**

17. This Court has jurisdiction over this action under 28 U.S.C. § 1332(d)(2) because (a) Plaintiff is a member of the putative class, which consists of at least 100 members; (b) Plaintiff is a Georgia citizen and resident; (c) Defendant is a Wisconsin citizen; and (d) the amount in controversy exceeds the sum of \$5 million exclusive of interest and costs.

18. Plaintiff alleges that the amount in controversy exceeds \$5 million exclusive of interests and costs over the nearly two-year putative class period.

19. Venue is proper in this Court because Defendant resides and is subject to personal jurisdiction in this district and division.

### **STATEMENT OF FACTS**

20. Defendant's Policies covered Plaintiff and each Class Member and were based on standardized policy language with identical material terms for collision and comprehensive coverage on first party total loss physical damage claims. These terms are set forth in the "form" policy attached hereto as Exhibit A.

#### **Georgia Law Required Defendant to Pay all Mandatory Replacement Costs Under the Policy, including TAVT**

21. Georgia law expressly requires insurers, like Defendant, whose policy language obliges them to pay total loss claims based on actual cash value, to pay applicable taxes and fees based on the pre-loss value of the total loss vehicle:

The insurer may elect to pay a cash equivalent settlement based upon the actual cost less any deductible provided in the policy, to purchase a comparable automobile by the same manufacturer, same model year, with similar body style, similar options, and mileage, including all applicable taxes, license fees and other fees incident to the transfer of ownership of a comparable automobile. The amount payable on taxes, license fees, and transfer fees shall be limited to the amount that would have been paid on the totaled, insured vehicle at the time of settlement.

Ga. Comp. R. & Regs. R. 120-2-52-.06.

22. “All applicable taxes, license fees and other fees incident to the transfer of ownership” as described in the above statute necessarily includes TAVT because it is an unavoidable cost incident to the purchase/sale and transfer of a vehicle in the state of Georgia.

23. The Policy incorporates Georgia law under the Policy Heading “GENERAL CONDITIONS” Section (A) entitled “Terms of Policy Conform to Law,” where the Policy states that any “[t]erms of this policy which are in conflict with the laws of the state for which this policy is issued are changed to conform to those laws.” Ex. A at 11 of 11 (pdf page 16).

24. Georgia law also sets the specific method to determine TAVT on motor vehicles. O.C.G.A. §48-5C-1.

25. On March 1, 2013, Georgia eliminated sales tax on motor vehicle purchases and replaced the sales tax with a title ad valorem tax (“TAVT”):

(b)(1)(A) Except as otherwise provided in this subsection, any motor vehicle for which a title is issued in this state on or after March 1, 2013, shall be exempt from sales and use taxes to the extent provided under paragraph (95) of Code Section 48-8-3 and shall not be subject to the ad valorem tax as otherwise required under Chapter 5 of this title. Any such motor vehicle shall be titled as otherwise required under Title 40 but shall be subject to a state title fee and a local title fee which shall be alternative ad valorem taxes as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

O.C.G.A. §48-5C-1(b)(1)(A).

26. The percentage TAVT to be applied to the assessment value has varied over time: 6.50% for March through December 2013, 6.75% for January through December 2014; and 7.00% for January 2015 through December 2019. O.C.G.A. § 48-5C-1(b)(1)(A) (all prior versions). The current rate is 6.60%, from January 2020 through December 2023. *Id.* (current version).

27. For the period March 1, 2013, through December 31, 2019, TAVT for used vehicles was determined by applying the applicable percentage rate to the fair market value of the vehicle set as of the day of purchase by the Georgia Motor Vehicle Assessment Manual for Title Ad Valorem Tax. O.C.G.A. § 48-5C-1(a)(1)(A) (versions for the period 3/1/13 through 12/31/19).

28. Beginning in January 2020, the TAVT Manual was no longer used to determine a used vehicle's value in calculating TAVT for vehicles purchased from dealers under Georgia law. TAVT now must be calculated on dealer sales (with rare exceptions for "buy here/pay here" sales) by applying the 6.6% tax rate to the price of the vehicle or the "fair market value" of the vehicle – a figure that varies based on the circumstances of the sale. O.C.G.A. §48-5C-1(a)(1)(A)-(E) (current version).

29. For example, "a used motor vehicle purchased from a new or used car dealer other than under a seller financed sale arrangement," is valued for TAVT purposes by assessing the "retail selling price of the motor vehicle, less any reduction



for the trade-in value of another motor vehicle.” O.C.G.A. §48-5C-1(a)(1)(A).

**The Policy Required Defendant to Pay All Mandatory Replacement Costs Including TAVT, Title Transfer Fees, and License Plate Transfer Fees as Part of All Total Loss Cash Settlements**

30. The Policy required Defendant to pay for loss, which is defined as “direct and accidental damage to or theft of your covered car.” Ex. A, at “Georgia Changes” p. 2 of 4 (pdf page 18).

31. ACV is included in the definition of loss and is required to be paid on total losses. *Id.* at “Georgia Changes” p. 3 of 4 (pdf page 19).

32. A reasonable and common definition of ACV would be the actual cost less any deductible provided in the policy, to purchase a comparable automobile, including all replacement costs that are likely to be incurred on the replacement of the total loss vehicle. This interpretation of ACV, which includes all mandatory sales or use taxes and regulatory fees, is consistent with both Defendant’s practices in Georgia and other states, and with Georgia law.

33. The Policy further states that payment for loss in money will be made if the vehicle is not repaired or replaced. *See* Ex. A, at 8 of 11 (pdf page 13), PART II(G), “CAR DAMAGE COVERAGE – Payment of Loss” (“[w]e may pay the loss in money, or repair or replace, stolen or damaged covered property”).

34. The Policy provides coverage for total losses in “Part II – CAR

DAMAGE COVERAGE.” *See* Ex. A, at 6-9 (pdf pages 11-14).

35. No provision or language contained in the Policy imposes any condition or prerequisite requiring that a policyholder purchase a replacement vehicle and incur TAVT costs in the process, to be owed full coverage under the Policy. Indeed, nothing occurring after a claim is filed is relevant to Defendant’s duty to include the full amount of TAVT owed at all, save for the determinations by Defendant that the claim was 1) covered by the Policy, and 2) a total loss. In other words, once a claim is deemed to be a covered total loss, Defendant’s duty to pay Plaintiff full TAVT existed retroactively from the moment of the event causing the total loss claim.

36. The Policy contains no provision which indicates that the amount of TAVT paid in a total loss claim will be calculated by using the valuation of the total loss vehicle found in the TAVT Manual, rather than the valuation used by Defendant to determine ACV.

37. The Policy contains no provision setting out a difference in coverage based on whether a total loss vehicle is leased, owned, or financed.

### **Plaintiff’s Total Loss Claim**

38. Plaintiff entered a Georgia automobile policy agreement to be insured by Defendant under terms identical to those contained in the Policy attached as Exhibit A.

39. The Policy provided physical damage coverage for Plaintiff's 2016 Chevrolet Sonic 4WD LT vehicle, VIN 1G1JC5SH1G4162873 ("Plaintiff's Vehicle," or the "Total Loss Vehicle").

40. On or about February 17, 2021, Plaintiff was involved in an auto collision while operating the Total Loss Vehicle, which was covered by the Policy. Plaintiff subsequently filed a claim for the loss/physical damage that the collision caused to the vehicle under claim number 01-003-114989. Ex. C, at 1.

41. Defendant compared assessments of the extent of the damage to Plaintiff's Vehicle and the cost to repair, as well as the Vehicle's pre-crash value, obtaining both figures from third-party vendors of Defendant's choosing. Defendant determined that the claim was a covered claim that Plaintiff's Vehicle was a total loss.

42. Defendant, through its vehicle valuation provider, determined that Plaintiff's Vehicle had a base value of \$7,689.00 based on the price to purchase the vehicle from a dealer. Ex. B, at 1. Plaintiff does not dispute this valuation for Defendant's purposes of paying the vehicle value component or calculating the TAVT owed to Plaintiff to settle the total loss claim.

43. Defendant advised Plaintiff via the Settlement Letter that the claim had been determined to be a Total Loss and identifying settlement terms of \$7,689.00

for the vehicle value, a Policy deductible of \$500.00, \$36.34 for “license/title fees” and \$453.75 for TAVT. Ex. C, at 1. Defendant issued Plaintiff a final payment on the claim of \$7,679.09 ( $\$7,689.00 - \$500.00 + \$36.34 + \$453.75 = \$7,679.09$ ).

44. Defendant breached the Policy and Georgia law (expressly incorporated into the Policy) by failing to pay the full \$507.47 TAVT owed to Plaintiff, based on the value of the Total Loss Vehicle as determined by the assessments of Defendant and its third-party vendors.

45. Plaintiff was damaged by Defendant’s breach in an amount of at least, but not limited to, \$53.72 for underpayment of TAVT, as described *supra* ¶¶ 5-13.

**Defendant Breached Its Policies with All Class Members by Failing to Pay the Mandatory Replacement Costs on Their Total Loss Claims**

46. Each Class Member was insured by Defendant for a total loss under the same material terms as the Policy which insured Plaintiff’s Vehicle.

47. Like Plaintiff, each Class Member submitted a claim to Defendant during the class period, which Defendant determined was a covered total loss.

48. Defendant breached its insurance policy with each Class Member by failing to pay the full amount of TAVT owed on the Class Member’s total loss claim.

49. All Class Members satisfied all terms of the Policies and all conditions precedent, such that their insurance policies were in effect and operational at the time of the collisions, and their claims were deemed to be both covered and total loss

claims by Defendant.

50. It is clear from the language of the Policy and Georgia law that the amount owed in a total loss settlement payment, including the amount of TAVT owed, is derived from the pre-loss value of the covered total loss vehicle.

51. Defendant obtained the Total Loss Vehicle's value for calculating TAVT owed to Plaintiff by referencing the value found in the TAVT Manual. This was the incorrect source for valuation, because the TAVT Manual bases its valuation of a vehicle on "the average of the current *fair market value* and the current *wholesale value* for all motor vehicles." TAVT Manual, found at ([https://dor.georgia.gov/sites/dor.georgia.gov/files/related\\_files/document/MVD/Manual/2019\\_RAVT\\_Assessment\\_Manual.pdf](https://dor.georgia.gov/sites/dor.georgia.gov/files/related_files/document/MVD/Manual/2019_RAVT_Assessment_Manual.pdf)), at pg. ii (emphasis added) (last visited November 10, 2021). The "fair market" or "retail" value of any given vehicle will usually be higher than the same vehicle's "wholesale" value.

52. The method used by Defendant to determine TAVT was based on a TAVT manual whose purpose was to provide a value that was less than the retail cost of a vehicle.

53. Since the TAVT Manual represents an average of these two values, one of which (wholesale value) will often be lower than the retail/resale value, while an assessment such as the Valuation Report in Exhibit B represents an approximate

price to purchase a replacement vehicle.

### **CLASS ACTION ALLEGATIONS**

54. Plaintiff brings this lawsuit as a class action seeking representation of a class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

55. Plaintiff asserts claims for breach of contract on behalf of a class (hereafter the “Class”) defined as follows:

All insureds under any Georgia auto insurance policy issued by American Standard Auto Insurance Company of Ohio (“American Standard”) who, from January 1, 2020 through the date of a class certification order, submitted a covered first party physical damage claim, whose claim was adjusted by American Standard as a total loss, and who received a total loss payment from American Standard that included TAVT that was less than the TAVT that would have been paid if the TAVT percentage rate was applied to the vehicle value determined by American Standard.

56. Excluded from the Class are all officers and employees of Defendant and its affiliates, parents, and subsidiaries; all persons who make a timely election to be excluded from the Class; government entities; and the judges to whom this case is assigned and their immediate family and court staff.

#### **Fed. R. Civ. P. 23(a)**

57. **Numerosity.** The number of Class Members are believed to exceed 10,000 and are so numerous and geographically dispersed throughout Georgia that separate joinder of each is impracticable.

58. **Ascertainability.** The Class Members are ascertainable and readily identifiable from Defendant's information and data.

59. **Commonality.** Common questions of law and fact predominate which are susceptible to common answers:

- a. Whether the Policy required Defendant to calculate TAVT on Plaintiff's and Class Member's total loss claims based on the vehicle value on which Defendant paid the total loss claim; and
- b. Whether Defendant breached the Policies by failing to pay TAVT based on the vehicle value on which Defendant paid the total loss claim.

60. **Typicality.** Plaintiff's claims and defenses are typical of the claims of all Class Members. Plaintiff's claims arise from a Policy containing material language that is identical to the Policies of Class Members. Defendant injured Plaintiff and Class Members through uniform misconduct and from the same core practices, namely Defendant's failure to properly pay full TAVT on first party total loss claims under Georgia auto insurance policies. Plaintiff also suffered the same harm as all Class Members: damages for unpaid TAVT.

61. **Adequacy.** Plaintiff is an adequate class representative because his interests do not conflict with Class Members' interests, and he will fairly and adequately protect those interests. Plaintiff's counsel are experienced in litigating

consumer class actions and complex litigation. Plaintiff's counsel have specific experience successfully litigating similar disputes as class counsel.

**Fed. R. Civ. P. 23(b)(3)**

62. Plaintiff's claims are maintainable on behalf of the Class pursuant to Fed. R. Civ. P. 23(b)(3).

63. Questions of law and fact, including the common questions identified above, predominate over any questions only affecting individual Class Members.

64. A class action is superior to all other available methods of fairly and efficiently adjudicating this dispute. Class Members' individual damages, while meaningful, are too small to prosecute individually. Given the relatively small damages individually suffered, individual Class Members appear to have little interest in controlling the prosecution of this matter in separate actions.

65. Thousands of individual lawsuits seeking relatively small recoveries based on the same legal theories would burden the court system. A class action presents far fewer management difficulties and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

66. Plaintiff's counsel are unaware of any likely difficulties in managing this class action.

67. It is desirable to concentrate the litigation of these claims in this forum



because the class action involves Georgia claims under Georgia law, the great majority of Class Members reside in Georgia, many Class Members reside in this district and division, and substantial evidence relating to this class action is located in this district and division.

68. Plaintiff is unaware of other pending litigation on behalf of Class Members involving these Georgia claims against Defendant.

**COUNT I**  
**BREACH OF CONTRACT**

69. The allegations in all prior paragraphs are incorporated herein by reference.

70. Plaintiff and all Class Members were covered insureds under Georgia private passenger auto policies issued by Defendant and complied with all Policy terms relating to their total loss claims.

71. Plaintiff and each Class Member made a claim under their Policy that Defendant determined to be a first party total loss covered claim.

72. Plaintiff and each Class Member complied with all Policy terms and conditions so as to entitle them to full coverage on their total loss claim.

73. The Policy and Georgia law imposed a duty on Defendant that it pay Plaintiff and all Class Members TAVT based on the vehicle value used by Defendant when paying the total loss claim.

74. Defendant failed to pay Plaintiff and all Class Members the full amounts of TAVT due under the Policies.

75. Defendant's failure to provide coverage, and to pay Plaintiff and Class Members the full amounts of TAVT required by under the Policy breached the terms Defendant's Policy and violated Georgia law.

76. As a result of Defendant's breaches, Plaintiff and Class Members have suffered damages and are entitled, under their Policies, to sums representing all unpaid TAVT, as well as prejudgment and post judgment interest, attorneys' fees, and all costs and expenses of litigation.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of the Class, demands a trial by jury on all triable issues and seek judgment as follows:

- a) For an order certifying this action as a class action on behalf of the Class, with Plaintiff as class representatives;
- b) For an award of compensatory damages in amounts owed under the Policies and Georgia law;
- c) For an award of other damages according to proof;
- d) For an award of costs of suit incurred herein;
- e) For an award of prejudgment and post judgment interests on any

amounts awarded;

- f) For an award of reasonable attorneys' fees and costs; and
- g) For such other relief as this Court deems just and proper.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury as to all issues so triable.

This 16<sup>th</sup> day of November 2021,

/s/ Andrew J. Shamis

Andrew J. Shamis  
Georgia Bar No. 494196  
**SHAMIS & GENTILE, P.A.**  
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*Attorneys for Plaintiff and the putative Class*

# Exhibit A

## Declarations Family Car Policy



### Please read your policy

#### Named Insured(s)

Jonathan C Duckworth  
508a Plainville Rd SW  
Plainville GA 30733-9694

American Standard Insurance Company of Ohio  
6000 American Parkway  
Madison WI 53783

For customer service and claims service  
24 hours a day, 7 days a week

**1-800-MY AMFAM (1-800-692-6326)**  
**amfam.com**

### Policy Information

Policy number	Policy period	Billing account number
41064-04949-91	2/6/2021 to 8/6/2021	683-449-845-11

### Vehicles Insured by This Policy

Year	Make	Model	Series	VIN/Serial Number	Premium
2016	Chevrolet	Sonic 4d	Lt	1G1JC5SH1G4162873	\$751.20
<b>Subtotal</b>					<b>\$751.20</b>

### Policy Level Premium

Uninsured Motorist - Bodily Injury - Added On To At-Fault Liability Limits	\$107.00	
Uninsured Motorist - Property Damage	\$16.80	
<b>Total premium with discounts applied</b>		<b>\$858.20</b>
<b>Total Premium with Customer Full Pay Discount</b>		<b>\$729.40</b>

### Discounts Applied to this Policy

#### Vehicle related discounts

Auto Safety Equipment Discount -- 2016 Chevrolet Sonic 4d

#### Other policy discounts

AutoPay Discount

Early Bird Discount

Good Driving Discount

KnowYourDrive Smartphone - Introductory Discount

Paperless Discount

**These discounts reduced your total premium by \$340.00**

### Drivers

Drivers are individuals who are used to rate this policy.

#### Name(s)

Jonathan C Duckworth

### Policy Forms

These forms apply to the entire policy.

Form Number	Name(s)
PLM-32252 11 19	Privacy Notice
PV 82 03 05 16	Cancellation and Nonrenewal - Georgia
PV 80 06 05 16	Medical Expense Coverage - Georgia
AL 00 04 05 17	American Family Mutual Insurance Company, S.I. Amendatory Endorsement
PV 89 01 12 19	Proof of Insurance Cards
UF 00 05 07 16	Acknowledgement of Coverage Selection or Rejection

**Policy Forms (continued)**

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<b>Form Number</b>	<b>Name(s)</b>
UF 01 26 10 20	Information about the Travel Peace of Mind Package - Initial KnowYourDrive enrollment
PV 84 05 03 13	Emergency Roadside Service Coverage
PV 84 02 03 14	Accidental Death and Dismemberment Coverage
LR 00 05 02 20	New Business Welcome Letter
PV 80 26 07 16	Declaration Form
UF 80 30 11 14	Online Consent and Disclosure Form
PV 83 03 05 16	Uninsured Motorists Coverage-Added On To At-Fault Liability Limits - Georgia
PV 81 58 05 16	Georgia Changes
PV 80 01 03 14	Family Car Form
UF 80 23 11 17	Electronic Delivery Disclosure
BTC 00 01 02 19	Billing Terms and Conditions
UF 00 11 03 19	Family Car Application
PV 84 12 03 13	Road Trip Accident Accommodations Coverage
PV 84 03 02 18	Rental Reimbursement Coverage
OPA 00 01 02 18	Oral Payment Authorization

**Agent Information**

---

Jo Hulsey

jhulsey@amfam.com

809 Shorter Ave  
 Rome GA 30165-4133  
 706-314-9129

Declarations are effective on the date shown. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If these declarations are accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED  
 REPRESENTATIVE

  
 President

  
 Secretary

**Policy Level Coverage**

The policy level coverage shown below applies to a vehicle when coverage is displayed under Vehicle Coverage, Endorsements and Other Charges for the vehicle. The policy limit shown is the maximum available for each person or each occurrence and may not be added, combined or stacked if coverage is displayed for more than one vehicle insured under this policy.

<b>Coverage</b>	<b>Policy Limit</b>
Bodily Injury Liability	\$100,000 Per Person
Punitive Damages Included - No	\$300,000 Per Occurrence
Property Damage Liability	\$100,000 Per Occurrence
Uninsured Motorist - Bodily Injury - Added On To At-Fault Liability Limits	\$100,000 Per Person \$300,000 Per Accident
Uninsured Motorist - Property Damage - Added On To At-Fault Liability Limits	\$100,000 Per Accident \$500 Deductible
Medical Expense	\$5,000 Each Person
Accidental Death and Dismemberment	\$5,000 Limit

**Vehicle #1 Coverage, Endorsements and Other Charges**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Series</b>	<b>VIN/Serial Number</b>	
2016	Chevrolet	Sonic 4d	Lt	1G1JC5SH1G4162873	
<b>Name</b>					<b>Premium</b>
Comprehensive			\$500 Deductible		\$57.30
Collision			\$500 Deductible		\$181.00
Bodily Injury Liability			\$100,000 Per Person \$300,000 Per Occurrence		\$340.70
Property Damage Liability			\$100,000 Per Occurrence		\$84.00
Uninsured Motorist - Bodily Injury			\$100,000 Per Person \$300,000 Per Accident		Policy Level Premium
Uninsured Motorist - Property Damage			\$100,000 Per Accident \$500 Deductible		Policy Level Premium
Emergency Roadside Service					Included
Rental Reimbursement			\$45 Daily Limit \$1,350 Maximum		\$25.70
Road Trip Accident Accommodations					Included
Medical Expense			\$5,000 Each Person		\$45.70
Accidental Death and Dismemberment			\$5,000 Limit		Included
Travel Peace of Mind					
Emergency Roadside Service					
Road Trip Accident Accommodations					
Rental Reimbursement					
Accidental Death and Dismemberment					
Package savings - \$50.50					
<b>Vehicle premium with discounts applied</b>					<b>\$751.20</b>

**Address where vehicle is kept**

508a Plainville Rd SW Plainville GA 30733-9694

**Lienholder**

Tennessee Valley Federal Credit Union PO Box 6027 Knoxville TN 37914-0027

## **AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I. AMENDATORY ENDORSEMENT**

A. When used in the policy, the words American Family Mutual Insurance Company now means American Family Mutual Insurance Company, S.I.

B. The following provision is added:

1. **MEMBERSHIP AND VOTING**

While this policy is in force, each insured named in the Declarations is considered an owner or policyholder and a member of the American Family Insurance Mutual Holding Company (AFIMHC) of Madison, Wisconsin. As a member, you are entitled to one vote at all meetings either in person or by proxy. You can only cast one vote regardless of the number of policies or coverage you purchased. If two or more persons qualify as a member under a single policy, they are considered one member for purposes of voting. The owner of a group policy will have one vote regardless of the number of persons insured or coverage purchased. Fractional voting is not allowed. If you are a minor, any vote will be given to your parent or legal guardian.

2. **ANNUAL MEETINGS**

The Annual Meetings are held at the Home Office: 6000 American Parkway, Madison, Wisconsin, on the first Tuesday of March at 2:00 P.M. Central Standard Time. Notice in this policy shall be sufficient notification.

3. **DIVIDENDS**

If any dividends are declared, you will share in them according to law and under conditions set by the Board of Directors.

All other terms, agreements, conditions, and provisions remain unchanged.



**FAMILY CAR FORM**

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**POLICY**

This policy is a legal contract between **you** and **us**. **Your** policy consists of the **DECLARATIONS**, the FAMILY CAR FORM, all **ENDORSEMENTS**, and **your** INSURANCE APPLICATION. The policy details the rights and duties of **you** and **us**. **READ YOUR POLICY CAREFULLY.**

**AGREEMENT**

**We** agree with **you**, in return for **your** premium payment, to insure **you** subject to all the terms of this policy.

**DUTIES AFTER AN ACCIDENT OR LOSS**

**We** have no duty to provide coverage unless there has been full compliance with the following:

- A. **Notify Us**  
**You** or any person claiming coverage under this policy must promptly tell **us** all known details about the claim including but not limited to:
  1. the time and place; and
  2. the name and address of each:
    - a. injured person; and
    - b. witness.
- B. **Other Duties**
  1. Each person claiming any coverage of this policy must:
    - a. assist and cooperate with **us** in any matter concerning a claim or suit.
    - b. promptly send **us** any legal papers relating to any claim or suit.
    - c. attend hearings, depositions, trials, and other legal proceedings.
    - d. when asked, assist **us** in:
      - (1) securing and giving evidence; and
      - (2) getting witnesses to attend hearings, depositions, trials, and other legal proceedings.

- e. have a medical or other exam at **our** expense by a doctor or professional **we** select as often as **we** may reasonably ask.
  - f. authorize **us** to obtain medical, employment, vehicle, legal, and other records and documents **we** request, as often as **we** reasonably ask, and permit **us** to make copies. If the holder of the records and documents refuses to provide them to **us** despite the signed authorization, the person who signed the authorization must contact the holder and authorize them to provide the records and documents directly to **us**.
  - g. give **us** completed, signed, sworn, proof of loss within 60 days after **we** request it. This proof of loss must be accurate and contain the information requested on the form **we** furnish.
  - h. give **us** written and recorded statements, and answer questions under oath when asked by any person **we** name, as often as **we** reasonably ask, and sign copies of the answers. At **our** option, examinations under oath may be conducted separately of each person with only legal representation and those **we** designate present.
  - i. promptly report the accident or loss as required by law to the local authorities where the accident or loss occurred.
  - j. let **us** inspect any vehicle involved in the accident or loss before it is repaired, disposed of, or **you** give up control.
2. Each person claiming any coverage of this policy must not:
    - a. make any agreement or promise that would be binding on **us**; or
    - b. except at their own expense:
      - (1) make any payment or assume any obligation to others; or
      - (2) incur any cost, other than first aid to others.
  3. Each person claiming Part II - Car Damage Coverage must also:
    - a. take reasonable steps after loss to protect the vehicle and its equipment from further loss. **We** will pay fair expenses for such steps.
    - b. promptly report any theft to the local authorities where the theft occurred.
    - c. let **us** inspect and appraise the damaged vehicle before it is repaired, disposed of, or **you** give up control.

## DEFINITIONS

The following definitions apply throughout the policy. Defined terms are in bold type and have the same meaning whether in the singular, plural, or any other form.

When used in the policy, the words own, owned, owner, or ownership include the leasing of a motor vehicle under a written agreement of at least six months.

A. **Additional vehicle** means a **private passenger car** that meets all of the following criteria:

1. **you** own it in addition to the vehicles shown in the **Declarations**;
2. **you** acquire it during the policy period;
3. **you** ask **us** to insure it within 14 days after **you** become the owner;
4. **you** pay **us** the additional premium due; and
5. **you** insure all of **your** other **private passenger cars** with **us**.

The **additional vehicle** will have any coverage **we** now provide **you** for any of **your private passenger cars**. A vehicle **you** own, that is not shown in the **Declarations** or does not meet the definition of **additional vehicle** or **replacement vehicle**, will have no coverage.

If none of the vehicles shown in the **Declarations** carry Comprehensive or Collision coverage, **we** will provide this coverage for the first 5 days **you** own the **additional vehicle**, including the day **you** become the owner. **We** will apply a \$500 deductible.

B. **American Family Insurance Group** means:

1. American Family Mutual Insurance Company;
2. American Standard Insurance Company of Wisconsin;
3. American Family Insurance Company;
4. American Standard Insurance Company of Ohio; and
5. any affiliates or subsidiaries of B.1., B.2., B.3., or B.4. above.

C. **Bodily injury** means physical injury, sickness, disease, or death of any person.

D. **Car** means **your insured car** or a **private passenger car**.

E. **Declarations** means the pages showing **your** coverage, limits, vehicles, premiums, and other information for this policy. This includes all POLICY CHANGE documents that apply to this policy.

F. **Domestic partner** means a person in a partnership or civil union:

1. recognized under the laws of the **state** for which this policy is issued;
2. that grants equivalent rights and responsibilities to its members as those granted to a spouse under **state** law; and
3. has been registered with or filed with the **state** or local government entity responsible for recording such partnerships or civil unions.

When used in the policy, the word spouse includes a **domestic partner**.

- G. **Endorsement** means a form that changes, adds, reduces, or removes the terms, conditions, or coverage of this policy.
- H. **Occupying** means:
1. in, on, getting into or out of; and
  2. in physical contact with.
- I. **Personal vehicle sharing program** means any legal entity qualified to do business in any **state** that is engaged in the business of facilitating the sharing of private passenger motor vehicles for use by persons other than the vehicles' registered owners.
- J. **Private passenger car** means:
1. a land motor vehicle that meets all of the following criteria:
    - a. it is a private passenger auto, private passenger van, station wagon, pickup truck, or sport utility vehicle;
    - b. it has at least four wheels;
    - c. it is designed for use on public roads;
    - d. it has a gross vehicle weight rating of 15,000 pounds or less; and
    - e. it is not used for the commercial pickup or delivery of goods and materials unless such use is for farming or ranching.
  2. a moving van or moving truck:
    - a. with a gross vehicle weight of 15,000 pounds or less; and
    - b. not used for any business purposes.
- K. **Property damage** means physical damage to or destruction of tangible property. This includes resulting loss of its use.
- L. **Relative** means a person who resides in **your** household, related to **you** by blood, marriage, domestic partnership, or adoption. This includes a court-declared ward or foster child. It excludes any person who, or whose spouse, owns or insures a motor vehicle other than:
1. **your insured car**; or
  2. an off-road motor vehicle.
- M. **Rental vehicle** means a **private passenger car** that meets all of the following criteria:
1. it is rented to **you** or a **relative**;
  2. it is rented from an auto rental business;
  3. it is rented under the terms of a written agreement; and
  4. it is rented for a period of no more than 30 consecutive days.
- If a **private passenger car** meets the definition of both a **rental vehicle** and a **temporary substitute vehicle**, then the **private passenger car** will be considered a **temporary substitute vehicle**.
- N. **Replacement vehicle** means a **private passenger car** that meets all of the following criteria:
1. **you** own it;

2. it replaces a vehicle, shown in the **Declarations**, that **you** no longer own;
3. **you** acquire it during the policy period;
4. **you** ask **us** to insure it within 14 days after **you** become the owner; and
5. **you** pay **us** the additional premium due.

The **replacement vehicle** will have the same coverage as the vehicle it replaced.

If the **replacement vehicle** is not otherwise afforded Comprehensive or Collision coverage, **we** will provide this coverage for the first 5 days **you** own the **replacement vehicle**, including the day **you** become the owner. **We** will apply a \$500 deductible.

- O. **State** means any state, territory, or possession of the United States of America, or any province or territory of Canada.
- P. **Temporary substitute vehicle** means any **private passenger car** or **trailer**:
1. that **you** do not own;
  2. that is used with permission and within the scope of permission of the owner or the person in lawful possession of the **private passenger car** or **trailer**; and
  3. while used as a substitute for any vehicle shown in the **Declarations** which is out of normal use for a reasonable amount of time because of its:
    - a. breakdown;
    - b. repair;
    - c. servicing;
    - d. loss; or
    - e. destruction.

The **temporary substitute vehicle** will have the same coverage as the vehicle withdrawn from use.

- Q. **Trailer** means a vehicle designed to be towed by a motor vehicle. It does not mean:
1. a farm wagon while used to carry persons.
  2. a trailer or mechanical device towed by a motor vehicle and used in a business or occupation other than farming or ranching.
  3. a trailer or car top carrier designed to be attached to the roof of a **car**.
  4. a vehicle, other than a trailer, being towed.
- R. **Vehicle business** means the business of selling, renting, leasing, repairing, servicing, transporting, delivering, testing, road testing, customizing, storing, or parking vehicles.
- S. **We**, **us**, and **our** mean the company shown in the **Declarations** which provides this insurance.
- T. **You** and **your** mean the named insured shown in the **Declarations** or spouse, if living in the same household.
- U. **Your insured car** means:
1. any vehicle shown in the **Declarations** unless **you** no longer own it.
  2. a **temporary substitute vehicle**.
  3. a **replacement vehicle**.
  4. an **additional vehicle**.

5. any **trailer**:
  - a. that **you** own; or
  - b. while attached to a vehicle described in U.1., U.2., U.3., or U.4. above.

## PART I - LIABILITY COVERAGE

Part I - Liability Coverage applies if Bodily Injury Liability and Property Damage Liability are shown in the **Declarations**.

### A. Definitions

As used in Part I - Liability Coverage, the following definition is added:

**Insured person** means:

1. **you** or a **relative** for the ownership, maintenance, or use of:
  - a. a **car**;
  - b. a **rental vehicle**;
  - c. a motor home not used for business purposes; or
  - d. a **trailer**.
2. any person, other than a **relative**, while using **your insured car** with **your** permission and within the scope of **your** permission.
3. any other person or organization, but only for legal liability for acts or omissions of:
  - a. any person covered under this Part while using **your insured car**.
  - b. **you** or any **relative** covered under this Part while using any **car** or **trailer** other than **your insured car**. This other **car** or **trailer** must not be owned or hired by that person or organization.

### B. Insuring Agreement

**We** will pay compensatory damages for which an **insured person** is legally liable because of **bodily injury** or **property damage** as a result of an auto accident.

**We** will defend any suit or settle any claim for damages payable under this policy as **we** think proper. **WE WILL NOT DEFEND ANY CLAIM OR SUIT AFTER OUR LIMIT OF LIABILITY HAS BEEN OFFERED OR PAID.**

### C. Additional Payments

**We** will pay, in addition to **our** limit of liability:

1. all costs **we** incur in the settlement of any claim or defense of any suit.
2. prejudgment and postjudgment interest on damages awarded in any suit **we** are obligated to pay. **We** will only pay interest on **our** portion of the damages that is within **our** limit of liability. **We** will not pay any prejudgment interest that accrues after **we** make an offer to pay **our** limit. **We** will not pay any postjudgment interest that accrues after **we** pay, tender, or deposit in court the amount **we** are obligated to pay. **We** will not pay interest on any of the following:
  - a. punitive or exemplary damages;
  - b. multiple damages;

c. fines, penalties, or court-ordered restitution; or

d. attorney's fees related to C.2.a., C.2.b., or C.2.c. above, whether awarded or statutorily mandated.

3. premiums on bonds requested by **us** in any suit **we** defend. But **we** will not pay the premium for bonds over **our** limit of liability. **We** need not apply for or furnish any bond.
4. charges up to \$250 for a bail bond required due to an auto accident, including related traffic law violations, causing **bodily injury** or **property damage** covered by this Part. **We** need not apply for or furnish such a bond.
5. at **your** request, and upon receipt of proof, loss of wages or salary up to \$250 a day, but not other income, when **we** ask **you** to attend trials or hearings.
6. expenses incurred by an **insured person** for first aid to others at the time of an auto accident involving **your insured car**.
7. any other reasonable expenses incurred at **our** request.

### D. Exclusions

This coverage does not apply to:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a vehicle used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
2. **bodily injury** or **property damage** caused intentionally or at the direction of an **insured person**, even if the actual injury or damage is different from the injury or damage that was expected or intended.
3. **bodily injury** or **property damage** arising out of **your** or a **relative's** use of a vehicle, other than **your insured car**, without the permission or outside the scope of the permission of the owner of the vehicle or the person in lawful possession of it.
4. **bodily injury** or **property damage** when a person is eligible to be covered under nuclear energy liability insurance. This exclusion applies even if that insurance is exhausted or is not in force.
5. **bodily injury** to any person to whom benefits are required to be provided or are voluntarily provided by any **insured person** under any:



- a. workers' compensation law; or
  - b. disability benefits law; or any similar law.
6. **bodily injury or property damage** arising out of the ownership of or employment in any **vehicle business**. This exclusion does not apply to the ownership, maintenance, or use of **your insured car** by:
    - a. **you**;
    - b. a person related to **you** and residing in **your** household; or
    - c. any partner or employee of **you** or a **relative**.
  7. damage to property owned by, in the charge of, or transported by any **insured person**. This exclusion does not apply to damage to a **car** owned by **your** or a **relative's** employer if the damage is caused by an **insured person** operating **your insured car**. The employer cannot be **you**, a **relative**, or a business owned or controlled by **you** or a **relative**.
  8. damage to property rented to an **insured person** except a residence or private garage.
  9. **bodily injury or property damage** arising out of the ownership, maintenance, or use of any:
    - a. motorized vehicle with less than four wheels;
    - b. recreational all terrain vehicle regardless of the number of wheels; or
    - c. vehicle designed mainly for use off public roads.
  10. **bodily injury or property damage** arising out of the ownership, maintenance, or use of any vehicle which is owned by or furnished or available for regular use by **you** or the person claiming Part I - Liability Coverage under this policy.  
This exclusion does not apply to a vehicle that is:
    - a. shown in the **Declarations** with Part I - Liability Coverage under this policy;
    - b. a **replacement vehicle** that replaces a vehicle shown in the **Declarations** with Part I - Liability Coverage under this policy;
    - c. a **temporary substitute vehicle** used as a substitute for a vehicle shown in the **Declarations** with Part I - Liability Coverage under this policy; or
    - d. an **additional vehicle** or **rental vehicle** if there is a vehicle shown in the **Declarations** with Part I - Liability Coverage under this policy.
  11. **bodily injury** to:
    - a. any person injured while operating **your insured car**;
    - b. **you** or any person related to **you** and residing in **your** household; or
    - c. any person related to the operator and residing in the household of the operator.
  12. **bodily injury or property damage** occurring while **your insured car** is rented or leased to others.
  13. **bodily injury or property damage** occurring while using a vehicle:
    - a. to participate in, prepare for, or practice for any spontaneous, organized or agreed-upon contest or demonstration involving:
      - (1) racing;
      - (2) high performance driving;
      - (3) hill-climbing;
      - (4) jumping;
      - (5) demolition;
      - (6) off-roading;
      - (7) stunts;
      - (8) speed; or
    - b. at a track or course designed or used for any of the activities listed in 13.a.(1) - 13.a.(8) above.
  14. **bodily injury** arising out of any actual or alleged transmission of, or exposure to, any communicable disease, bacteria, fungi, algae, parasite, virus, or other organism.
  15. any of the following:
    - a. punitive or exemplary damages;
    - b. multiple damages;
    - c. fines, penalties, or court-ordered restitution; or
    - d. attorney's fees related to D.15.a., D.15.b., or D.15.c. above, whether awarded or statutorily mandated.
  16. any obligation for which the United States Government is liable.
  17. **bodily injury or property damage** due to any **insured person's** operation of a vehicle as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.
  18. **bodily injury or property damage** arising out of the operation, maintenance or use of any non-owned emergency vehicle in connection with any **insured person's** job, occupation or profession.
  19. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle in a **personal vehicle sharing program**.
- E. Limits Of Liability
1. The limits of liability shown in the **Declarations** apply, subject to the following:
    - a. the **bodily injury** liability limit for "each person" is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including damages for care, loss of consortium, and loss of services.
    - b. subject to the **bodily injury** liability limit for "each person", the **bodily injury** liability limit for "each occurrence" is the maximum

- for all damages sustained by all persons as the result of **bodily injury** to two or more persons in any one occurrence.
- c. the **property damage** liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
2. The maximums stated in E.1. are the most **we** will pay for any one occurrence regardless of the number of:
    - a. vehicles covered by this policy;
    - b. premiums paid;
    - c. **insured persons**;
    - d. claims made;
    - e. claimants;
    - f. vehicles involved in the accident; or
    - g. policies involved.
  3. Subject to E.2., the limits of liability shown in the **Declarations** for a vehicle may not be added, combined, or stacked with the limits shown in the **Declarations** for any other vehicle to determine the maximum limits available for each person or for each occurrence no matter how the premium is displayed.
  4. Subject to E.1., E.2., and E.3., when **you** or a **relative** are not using **your insured car**, and there is liability coverage for a loss covered by this Part under more than one policy issued to **you** by one or more members of the **American Family Insurance Group**, the amount that will be paid for damages arising from such loss will not exceed the single highest limit of liability of any one of these policies.
5. A vehicle and its attached **trailer** are considered as one vehicle. The limits of liability will not be increased for an accident involving a vehicle and its attached **trailer**.
  6. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this Part to, for, or on behalf of an injured person will not be paid again under any other coverage applicable to the loss so that there is not a duplication of payment.
- F. Other Insurance  
If there is other liability insurance for a loss covered by this Part I - Liability Coverage, **we** will pay **our** share according to this policy's proportion of the total of all liability limits. But, any insurance provided under this Part for a vehicle **you** do not own is excess over any other collectible liability insurance.
  - G. Out Of **State** Coverage  
This auto liability insurance conforms to any motor vehicle liability insurance law to which an **insured person** is subject by using a **car** in any **state**. But any broader coverage so afforded will be reduced to the extent that other auto liability insurance applies.
  - H. Conformity With Financial Responsibility Law  
When **we** certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required. **You** agree to repay **us** for any payment **we** would not have had to make except for this agreement.

## PART II - CAR DAMAGE COVERAGE

### A. Definitions

As used in Part II - Car Damage Coverage, the following definitions are added:

1. **Customization** means:
  - a. equipment;
  - b. devices;
  - c. accessories; and
  - d. enhancements;
 that change the internal or external appearance or performance of **your covered car** from what was offered by the original manufacturer specifically for **your covered car**. These items must be permanently installed in or designed to become a part of **your covered car**.  
A pickup cap, cover, or bedliner is not considered **customization**.
2. **Loss** means direct and accidental damage to or theft of **your covered car**. **Loss** does not mean any difference in:
  - a. the market value of **your covered car** immediately prior to the **loss**; and

- b. the market value of **your covered car** after repairs from the **loss** are completed.
  3. **Non-owned car** means a **private passenger car** or **trailer you** do not own while **you** or a **relative** are in charge of it.  
If a **private passenger car** meets the definition of both a **non-owned car** and a **rental vehicle**, then the **private passenger car** will only be considered a **rental vehicle**.
  4. **Your covered car** means:
    - a. **your insured car**;
    - b. a **non-owned car**; or
    - c. a **rental vehicle**;
 and the equipment and covered limit of **customization** of A.4.a., A.4.b., or A.4.c. above.
- B. Insuring Agreement  
**We** will pay for **loss**, less the deductible, if coverage is shown in the **Declarations** for:
    1. Comprehensive Coverage  
**We** will pay for **loss** not caused by collision. **We** also pay for **loss** caused by breakage of

glass, fire, explosion, and colliding with a bird, animal, missile, or falling object.

If **your** windshield is repaired instead of replaced, **we** will waive the deductible for the windshield repair. If the repair fails, **your** windshield will be replaced and **we** will apply the deductible.

## 2. Collision Coverage

**We** will pay for **loss** due to the collision of **your covered car** with another object, or upset of **your covered car**.

Colliding with a bird, animal, missile, or falling object are not **losses** covered under Collision.

The first \$100 of **your** deductible will not apply to a **loss** caused by a collision of **your covered car** with another vehicle:

- a. insured by the **American Family Insurance Group**; and
- b. not owned by **you**.

Only the highest applicable deductible will apply to a **loss** caused by a collision of **your insured car** with another vehicle:

- c. insured by the **American Family Insurance Group**; and
- d. owned or insured by **you**.

## C. Transportation Expenses

**We** will pay up to \$25 per day, but no more than \$750, for the cost of transportation **you** incur if **your insured car** is stolen and **we** provide Comprehensive Coverage for that vehicle. **We** will not apply a deductible to Transportation Expenses.

This coverage begins 48 hours after the theft is reported to **us** and the police. It ends when **you** get **your insured car** back after being repaired, if necessary, or when **we** pay or offer to pay for the **loss**.

## D. Exclusions

This coverage does not apply to:

1. **loss** while **your covered car** is used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
2. **loss** caused by:
  - a. war (declared or undeclared);
  - b. civil war;
  - c. insurrection;
  - d. rebellion or revolution;
  - e. nuclear reaction;
  - f. radiation;
  - g. radioactive contamination; or their consequences.
3. **loss** to electronic equipment not permanently installed in or affixed to the vehicle. These include but are not limited to:
  - a. mobile phones or mobile communication devices;
  - b. global positioning systems (GPS);
  - c. satellite radios;
  - d. compact disc (CD) players;

- e. digital video disc (DVD) players;
- f. games or game systems;
- g. e-book readers;
- h. media players;
- i. computers; or
- j. TVs.

4. **loss** to items used to store audio, video, or other data or to the content stored on them.
5. **loss** to a **trailer** or camper body owned by **you** or a person related to **you** and residing in **your household** and not described in the **Declarations**. But coverage does apply to a **trailer** or camper body that meets all of the following criteria:
  - a. **you** acquire it during the policy period;
  - b. **you** ask **us** to insure it within 14 days after **you** become the owner; and
  - c. **you** pay **us** the additional premium due.
6. **loss** to any equipment or accessories of a motor home, camper body, or camper **trailer** unless permanently attached to the vehicle.
7. **loss** confined to:
  - a. wear and tear;
  - b. freezing or thawing;
  - c. mechanical or electrical breakdown or failure;
  - d. road damage to tires if only the tires are damaged;
  - e. rust or corrosion;
  - f. continuous or repeated seepage or leakage of water; or
  - g. wet or dry rot.

But coverage does apply if the **loss** results from the total theft of **your covered car**.
8. a vehicle not owned by **you** when used in a **vehicle business**.
9. **loss** occurring while using a vehicle:
  - a. to participate in, prepare for, or practice for any spontaneous, organized or agreed-upon contest or demonstration involving:
    - (1) racing;
    - (2) high performance driving;
    - (3) hill-climbing;
    - (4) jumping;
    - (5) demolition;
    - (6) off-roading;
    - (7) stunts;
    - (8) speed; or
  - b. at a track or course designed or used for any of the activities listed in 9.a.(1) - 9.a.(8) above.
10. **loss** while **your covered car** is rented or leased to others.
11. **loss** due to:
  - a. the seizure of any vehicle by any governmental authority.
  - b. the acquisition of a stolen vehicle.

- c. conversion or embezzlement by any person who has the vehicle due to any consignment, rental, lease, lien, or sales agreement.
  - d. **you** or the titleholder voluntarily parting with **your insured car** under an actual or presumed sales agreement.
12. **loss** to any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to disrupt or interfere with speed measurement equipment.
  13. **loss** caused intentionally or at the direction of **you** or a **relative**, even if the actual damage is different from the damage that was expected or intended.
  14. **loss** under Comprehensive Coverage to any vehicle which is owned by, or furnished or available for regular use by **you** or a resident of **your** household if Comprehensive is not shown for that vehicle in the **Declarations**.
  15. **loss** under Collision Coverage to any vehicle which is owned by, or furnished or available for regular use by **you** or a resident of **your** household if Collision is not shown for that vehicle in the **Declarations**.
  16. **loss** to any vehicle, other than **your insured car**, arising out of **your** or a **relative's** use of the vehicle without the permission or outside the scope of the permission of the owner of the vehicle or the person in lawful possession of the vehicle.
  17. **loss** under Comprehensive Coverage or Collision Coverage arising out of the ownership, maintenance or use of any vehicle in a **personal vehicle sharing program**.
- E. Limits Of Liability
1. Subject to E.2. through E.7. below, **our** limit of liability for **loss** will not exceed the lesser of:
    - a. the actual cash value of the stolen or damaged covered property; or
    - b. the amount necessary to repair or replace the stolen or damaged covered property.

There is no coverage for any difference in:

    - c. the market value of **your covered car** immediately prior to the **loss**; and
    - d. the market value of **your covered car** after repairs from the **loss** are completed.
  2. The amount necessary to repair or replace the stolen or damaged covered property is determined by one of the following:
    - a. the amount agreed to by **you** and **us**;
    - b. a competitive bid approved by **us**; or
    - c. an estimate based upon prevailing competitive prices. Prevailing competitive prices, as determined by **us**, are those generally charged by repair shops in the area where **your covered car** is to be repaired. Upon **your** request, **we** will identify repair shops that will do the repairs at that price.
3. For **customization**, **we** will pay no more than \$1,000 unless a higher limit is shown in the **Declarations** for that vehicle. The value of any **customization** that exceeds the limit of liability for **customization** will not apply towards the deductible.
  4. **We** will pay no more than \$1,000 for a **trailer** not owned by **you** or a person related to **you** and residing in **your** household.
  5. An adjustment for depreciation and physical condition will be made in determining actual cash value.
  6. If a repair or replacement results in betterment of the part, **we** will not pay for the amount of the betterment.
  7. No one will be entitled to duplicate payments for the same elements of **loss**. Any amount **we** pay under this Part applies against any other coverage applicable to the **loss** so that there is not a duplication of payment.
- F. Other Insurance
- If there is other insurance that applies to a **loss** covered by this Part, **we** will pay **our** share according to **our** proportion of the total of all such limits. But any insurance provided under this Part for a vehicle **you** do not own is excess over any other collectible insurance for that **loss**.
- G. Payment Of **Loss**
1. **We** may pay the **loss** in money, or repair or replace, stolen or damaged covered property. **We** may, at any time before the **loss** is paid or the property is replaced, return any stolen property either to **you** or to the address shown in the **Declarations**, with payment for the damage. **We** may keep all or part of the property at the agreed or appraised value.
  2. **You** or **we** may demand appraisal of the **loss**. Each will appoint and pay a competent and impartial appraiser and will equally share other appraisal expenses. Each appraiser will state separately the actual cash value and the amount of **loss**. An award in writing by any two appraisers will determine the amount payable. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences.
  3. At **our** option, **we** will pay to repair **your covered car** or replace its damaged parts with parts furnished either by original equipment manufacturers or non-original equipment manufacturers. Those parts may be new, reconditioned, remanufactured, or used.
- H. **Loss** Payable Clause
- Subject to E. Limits Of Liability, **loss** or damage will be paid to cover the interest of the lienholder unless invalidated by fraudulent acts or omissions of:
- a. **you**;
  - b. a **relative**;
  - c. the titleholder; or
  - d. the lienholder.



**We** have the right to cancel this policy as shown in the Cancellation and Nonrenewal **endorsement**. Cancellation will terminate this agreement with respect to the lienholder's interest. When **we** cancel, **we** will give the lienholder at least 10 days notice. When **we** pay the lienholder, **we** are entitled

to the lienholder's rights of recovery to the extent of **our** payment.

- I. No Benefit To Bailee  
Car Damage Coverage will not directly or indirectly benefit any carrier or other bailee for hire.

### PART III - PERSONAL PROPERTY COVERAGE

#### A. Definitions

The definitions of the terms **customization**, **loss**, and **your covered car** in Part II - Car Damage Coverage also apply to Part III - Personal Property Coverage.

#### B. Insuring Agreement

If there is a Comprehensive or Collision **loss** covered by this policy, **we** will pay the cost to repair or replace personal property damaged or stolen in that **loss**. The property must be owned by **you** or a **relative**.

#### C. Exclusions

This coverage does not apply to:

1. theft of or damage to personal property not caused by or resulting from a covered **loss**.
2. theft of or damage to property used in a business.
3. damage to personal property not in or on **your covered car** at the time of **loss**.
4. theft of personal property not enclosed in **your covered car** at the time of **loss**.
5. any device designed or used to detect speed measuring equipment such as radar or laser detectors, or any jamming apparatus intended to disrupt or interfere with speed measurement equipment.

6. personal property in a motor home, camper body, or camper **trailer**.

7. **customization**.

8. pets, animals, birds, or fish.

9. property illegally obtained or created.

10. illegal substances or drugs.

11. watercraft or motorized vehicles.

12. accounts, personal records, deeds, or manuscripts.

13. currency, coins, bank notes, bullion, contracts or evidences of debt, securities, tokens or tickets, or stamps.

#### D. Limits Of Liability

1. **We** will pay no more than \$200 in any one **loss** to repair or replace damaged or stolen personal property under this Part.

2. **We** will not apply a deductible.

3. No one will be entitled to duplicate payments for the same elements of **loss**. Any amount **we** pay under this Part applies against any other coverage applicable to the **loss** so that there is not a duplication of payment.

### PART IV - LIMITED PET COVERAGE

#### A. Definitions

1. The definitions of the terms **loss** and **your covered car** in Part II - Car Damage Coverage also apply to Part IV - Limited Pet Coverage.

2. As used in Part IV - Limited Pet Coverage, the following definition is added:

**Your pet** means a domestic dog or cat owned by **you** or a **relative**.

#### B. Insuring Agreement

If **your pet** is injured or dies as a result of a covered Comprehensive or Collision **loss**, or is stolen with **your covered car**, **we** will pay reasonable costs incurred by **you** or a **relative** within 90 days of the covered **loss**:

1. for veterinary care arising from injuries to **your pet** sustained during the **loss**.
2. for burial or disposal costs, and the cost to replace **your pet**, if death results from the **loss**.

#### C. Exclusions

This coverage does not apply to death of or injury to **your pet** unless **your pet** is inside **your covered car** at the time of the **loss**.

#### D. Limits Of Liability

1. **We** will pay no more than \$1,000 in any one **loss**. The limit of \$1,000 is the most **we** will pay regardless of the number of **your pets** that die or are injured in the **loss**, or the number of vehicles covered by this policy.

2. **We** will not apply a deductible.

3. No one will be entitled to duplicate payments for the same elements of **loss**. Any amount **we** pay under this Part applies against any other coverage applicable to the **loss** so that there is not a duplication of payment.

## GENERAL CONDITIONS

- A. Assignment  
Interest in this policy may be assigned only with **our** written consent. But if the named insured shown in the **Declarations** or the spouse living in the same household dies, the policy will cover:
1. the surviving spouse;
  2. the legal representative of the deceased person while acting within the scope of duties of a legal representative; or
  3. any person with proper custody of **your insured car** until a legal representative is appointed.
- B. Bankruptcy  
Bankruptcy or insolvency of an insured has no effect on **our** policy obligations.
- C. Changes And Premium
1. This policy includes all the agreements between **you** and **us**. No change or waiver may be made to this policy except by **endorsement**, a new **Declarations**, or a new policy issued by **us**.
  2. **You** must promptly notify **us** of a change in any of the following:
    - a. **your** mailing or residence address;
    - b. the address where **your insured car** is kept;
    - c. regular drivers of **your insured car**;
    - d. non-drivers who are members of **your** household;
    - e. how **your insured car** is used;
    - f. **your** acquisition of an **additional vehicle** or a **replacement vehicle**; or
    - g. change in ownership of a vehicle shown in the **Declarations**.
  3. Any facts known by **our** agent are facts known by **us**.
  4. The premium for each period of this policy is determined by information **we** received from **you** or other sources and the rates in effect at the start of that policy period. If there is any change during the policy period, **we** may adjust **your** premium on a pro rata basis. **We** may make the adjustment as of the date of the change.
  5. **You** may be charged a fee when:
    - a. **you** pay less than the full amount due;
    - b. **your** payment is late; or
    - c. **your** bank does not honor **your** check or electronic payment.
 Please refer to **your** billing notice for fee amounts.
  6. This policy will provide any broadened coverage added without charge during the policy period when it applies in **your state**. This does not apply to any changes made with a general program revision that includes both broadenings and restrictions in coverage.
  7. Included with the premium **you** pay for a specific coverage or combination of coverages, **we** may include additional non-insurance products or services that are available to **you**. These products or services may be provided by the **American Family Insurance Group** or by an outside organization. The **American Family Insurance Group** does not warrant the merchantability, fitness, value or condition of the non-insurance products or services that are provided by an outside organization.
- D. Concealment Or Fraud  
This policy was issued in reliance upon the information and warranties in **your** insurance application.  
With respect to all insureds, this entire policy is void if, before or after a loss, any insured has:
1. concealed or misrepresented any material fact or circumstance;
  2. engaged in fraudulent conduct; or
  3. made false statements;
- relating to this insurance or any claim under this policy.
- E. **Our** Recovery Rights  
Unless prohibited by law, **we** are entitled to all the rights of recovery of the person to or for whom **we** made payment. That person must:
1. sign and deliver to **us** any legal papers relating to that recovery;
  2. do whatever else is needed to help **us** exercise those rights; and
  3. do nothing after a loss to harm **our** rights.
- When **we** make a payment under this policy to or for any person who also collects from another, the amount collected from the other will be repaid to **us** to the extent of **our** payment.  
**Our** right to recover will apply only after that person has been fully compensated for a loss.
- F. Policy Period  
Each policy period will begin and end at 12:01 A.M., Standard Time at **your** address as shown in the **Declarations**.  
This policy may be continued by the payment of the required premium on or before the effective date of each policy period. If the premium is not paid when due, this policy will terminate at the end of the last policy period for which the premium was paid.
- G. Suit Against **Us**  
**We** may not be sued unless all the terms of this policy are complied with. **We** may not be sued under Part I - Liability Coverage until the obligation to pay, of a person **we** insure, is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant, and **us**. No person or organization has any right under this policy to bring **us** into any

action to determine the liability of a person **we** insure.

H. Terms Of Policy Conform To Law

Terms of this policy which are in conflict with the laws of the **state** for which this policy is issued are changed to conform to those laws.

I. Choice Of Law

Any disputes as to the coverage provided or the provisions of this policy will be governed by the


laws of the **state** shown in the **Declarations** as **your** residence.

J. Territory

This policy covers only auto accidents, occurrences, and losses that occur:

1. within the United States of America, any territory or possession of the United States of America, and any province or territory of Canada, or between their ports; and
2. during the policy period.

**Our** President and Secretary sign this policy at Madison, Wisconsin on **our** behalf. If **state** law requires, **our** authorized representative countersigns the **Declarations**.

  
 President

  
 Secretary

**Declarations** are part of this policy.  
This is not a complete and valid contract without **Declarations**.

## GEORGIA CHANGES

The terms of the Family Car Form apply except as changed by this **endorsement**.

## A. Family Car Form Changes

## 1. Duties After An Accident Or Loss

- a. Section A. Notify **Us** is deleted and replaced as follows:

A. Notify **Us**

1. **You** or any person claiming coverage under this policy must promptly tell **us** all known details about the claim including but not limited to:
  - a. the time and place; and
  - b. the name and address of each:
    - (1) injured person; and
    - (2) witness.
2. An injured third party may give **us** notice of a claim if:
  - a. an insured has not given **us** notice of a claim within 30 days of the accident;
  - b. the injured third party has a claim against the insured as a result of the accident; and
  - c. the injured third party notifies **us** by registered mail.

## b. Section B. Other Duties

- (1) Paragraph 1.b. is deleted and replaced as follows:
  - b. immediately send **us** any legal papers relating to any claim or suit.
- (2) Paragraph 1.i. is deleted and replaced as follows:
  - i. report the accident or loss as required by law to the local authorities where the accident or loss occurred within 24 hours of the accident or loss.

## 2. Definitions

- a. The definition of **relative** is deleted and replaced as follows:
- L. **Relative** means a person who resides in **your** household, related to **you** by blood, marriage, domestic partnership, or adoption. This includes a court-declared ward or foster child.
- b. The following definitions are added:

- V. **Transportation network company** means a corporation, partnership, sole proprietorship, or other entity that uses a digital network or other means to connect customers to **transportation network company drivers** for the purposes of providing transportation for compensation including, but not limited to, payment, donation, or other item of value. The term shall not

include emergency or nonemergency medical transports.

- W. **Transportation network company driver** means an individual who uses or permits to be used his or her personal vehicle to provide **transportation network company services**. Such driver need not be an employee of a **transportation network company**.

- X. **Transportation network company services** means:

- a. the period of time a **transportation network company driver** is logged on to the **transportation network company's** digital network and available to accept a ride request until the **transportation network company driver** is logged off; and
- b. the period of time a **transportation network company driver** accepts a ride request on the **transportation network company's** digital network until the **transportation network company driver** completes the transaction or the ride is complete, whichever is later.

A ride or a ride request includes the transportation of the property of an individual or entity even if that individual or entity is not physically in the **transportation network company driver's** vehicle.

**Transportation network company services** shall not include transportation provided using a taxi, a limousine carrier as defined in Ga. Code Ann. § 40-1-151, or any other commercially registered motor vehicle and commercially licensed driver.

## 3. Part I – Liability Coverage

- a. Section B. Insuring Agreement is deleted and replaced as follows:

## B. Insuring Agreement

**We** will pay damages an **insured person** is legally liable for because of **bodily injury** or **property damage** as a result of an auto accident.

**We** will defend any suit or settle any claim for damages payable under this policy as **we** think proper. **WE WILL NOT DEFEND ANY CLAIM OR SUIT AFTER OUR LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY**

PAYMENTS OF SETTLEMENTS OR JUDGMENTS.

- b. Section D. Exclusions
  - (1) Exclusion 1. is deleted and replaced as follows:
    - 1. **bodily injury or property damage** arising out of the ownership, maintenance, or use of a vehicle:
      - a. when the vehicle is carrying persons for any compensation or suggested donation;
      - b. when the vehicle is in transit to pick up persons in order to provide transportation for any compensation or suggested donation;
      - c. after a **transportation network company driver** using the vehicle accepts a ride request on the **transportation network company's** digital network until the **transportation network company driver** completes the transaction or the ride is complete, whichever is later; or
      - d. when a **transportation network company driver** using the vehicle is logged on to the **transportation network company's** digital network and available to accept a ride request.

This exclusion does not apply to shared-expense car pools, or the charitable carrying of persons. Failure to pay or receive a suggested donation set by a **transportation network company** does not constitute the charitable carrying of persons.
  - (2) Exclusion 3. is deleted and replaced as follows:
    - 3. **bodily injury or property damage** arising out of **your** or a **relative's** use of a vehicle, other than **your insured car**, without the permission or outside the scope of the permission of the owner of the vehicle or the person in lawful possession of it. Under no circumstances will a person whose license has been suspended, revoked, or never issued be held to have permission to operate a vehicle.

- c. Section F. Other Insurance is deleted and replaced as follows:
  - F. Other Insurance
 

If there is other liability insurance for **your insured car** for a loss covered by this Part I – Liability Coverage, **we** will pay **our** share according to this policy's proportion of the total of all liability limits. But, any insurance provided under this Part for a vehicle **you** do not own is excess over any other collectible liability insurance.

However, **we** will provide coverage on a primary basis for any vehicle owned by a person, firm, or corporation engaged in the business of selling at retail new and used motor vehicles if **you** or a **relative**:

    - 1. are operating the vehicle; and
    - 2. are neither:
      - a. the owner of the vehicle; or
      - b. the employee of the person, firm, or corporation engaged in the business of selling at retail new and used motor vehicles.
  - d. The following is added to Section H. Conformity With Financial Responsibility Law:
 

The liability insurance provided by this policy meets the minimum liability coverage required by the Georgia Motor Vehicle Safety Responsibility Act subject to the other terms and conditions of this policy.
- 4. Part II - Car Damage Coverage
  - a. Section A. Definitions, definition 2. **loss** is deleted and replaced as follows:
    - 2. **Loss** means direct and accidental damage to or theft of **your covered car**.
  - b. Section D. Exclusions
    - (1) Exclusion 1. is deleted and replaced as follows:
      - 1. **loss**:
        - a. while **your covered car** is carrying persons for any compensation or suggested donation;
        - b. while **your covered car** is in transit to pick up persons in order to provide transportation for any compensation or suggested donation;



c. after a **transportation network company driver** using **your covered car** accepts a ride request on the **transportation network company's** digital network until the **transportation network company driver** completes the transaction or the ride is complete, whichever is later; or

d. when a **transportation network company driver** using **your covered car** is logged on to the **transportation network company's** digital network and available to accept a ride request.

This exclusion does not apply to shared-expense car pools, or the charitable carrying of persons. Failure to pay or receive a suggested donation set by a **transportation network company** does not constitute the charitable carrying of persons.

(2) Exclusion 11.a. is deleted and replaced as follows:

a. the seizure of any vehicle by any governmental authority. This exclusion only applies to a total **loss**.

c. Section E. Limits Of Liability, paragraph 1. is deleted and replaced as follows:

1. Subject to E.2. through E.7. below, **our** limit of liability for **loss** will not exceed the lesser of:

a. the actual cash value of the stolen or damaged covered property; or  
b. the amount necessary to repair or replace the stolen or damaged covered property.

d. Section F. Other Insurance is deleted and replaced as follows:

F. Other Insurance

If there is other insurance that applies to a **loss** covered by this Part, **we** will pay **our** share according to **our** proportion of the total of all such limits. But any insurance provided under this Part for a vehicle **you** do not own is excess over any other collectible insurance for that **loss**.

However, **we** will provide coverage on a primary basis for any vehicle owned by a person, firm, or corporation engaged in the business of selling at retail new and used motor vehicles if **you** or a **relative**:

1. are operating the vehicle; and

2. are neither:

a. the owner of the vehicle; or  
b. the employee of the person, firm, or corporation engaged in the business of selling at retail new and used motor vehicles.

e. Section G. Payment Of **Loss**, paragraph 2. is deleted and replaced as follows:

2. If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on the selection of an umpire within 30 days, the party who invoked appraisal shall petition the court to appoint an umpire. The appraisers will state separately the actual cash value and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. pay its chosen appraiser; and  
b. bear the expenses of the appraisal and umpire equally.

**We** do not waive any of **our** rights under this policy by agreeing to an appraisal.

5. General Conditions

Section A. Assignment is deleted and replaced as follows:

A. Assignment

1. Interest in this policy may be assigned only with **our** written consent. But, if the named insured shown in the **Declarations** or the spouse living in the same household dies, the policy will cover:

a. the survivor;  
b. the legal representative of the deceased person while acting within the scope of duties of a legal representative; and

c. any person with proper custody of **your insured car** until a legal representative is appointed.

2. If the named insured shown in the **Declarations** ends his or her marriage, **we** will continue to provide coverage for the former spouse of the named insured. Coverage applies only:

a. if **we** are notified of the termination of the marriage;  
b. if the former spouse was living in the same household as the named insured immediately prior to the termination of the marriage; and

- c. for 90 days or until the end of the policy period, whichever comes first.

B. Accidental Death and Dismemberment Coverage changes

PV 84 02 03 14 Accidental Death and Dismemberment Coverage, if shown in the **Declarations**, is changed as follows:

Exclusion 3. is deleted and replaced as follows:

- 3. **loss** sustained in the course of any occupation by an **insured person** while engaged in duties involving a vehicle:
  - a. that is a **commercial vehicle**;
  - b. carrying persons for any compensation or suggested donation;
  - c. traveling to pick up persons in order to provide transportation for any compensation or suggested donation;
  - d. after a **transportation network company driver** using the vehicle accepts a ride

request on the **transportation network company's** digital network until the **transportation network company driver** completes the transaction or the ride is complete, whichever is later; or

- e. when a **transportation network company driver** using the vehicle is logged on to the **transportation network company's** digital network and available to accept a ride request.

This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.

Failure to pay or receive a suggested donation set by a **transportation network company** does not constitute a car pool or the charitable carrying of persons.

All other terms remain unchanged.

## MEDICAL EXPENSE COVERAGE - GEORGIA

This **endorsement** only applies if Medical Expense Coverage is shown in the **Declarations**.

The terms of **your** Family Car policy apply except as changed by this **endorsement**.

## A. Definitions

As used in this **endorsement**:

1. **Experimental** means any service, treatment, procedure, facility, equipment, drug, device or supply used to treat an **insured person** for **bodily injury** that:

- a. is not recognized under generally accepted standards of medical practice in the United States as an appropriate treatment;
- b. has not been proven by reliable scientific evidence or testing to be safe and effective for treatment; or
- c. requires approval by the appropriate federal or other government agency which has not been granted at the time it is used.

2. **Insured person** means:

- a. **you** or a **relative**:
  - (1) while **occupying** a highway vehicle; or
  - (2) when struck by:
    - (a) a highway vehicle; or
    - (b) a vehicle designed for use principally off public roads, while on public roads.
- b. any other person while **occupying your insured car**. This applies only if:
  - (1) **your insured car** is being used by **you**, a **relative**, or another person who has reason to believe that they are using **your insured car** with **your** permission; and
  - (2) the person **occupying your insured car** is doing so with the permission and within the scope of the permission of any person described in 2.b.(1).

3. **Licensed medical provider** means a person who provides health care under a license in good standing under the laws of the **state** in which the person practices, and who is performing within the scope of that license.

4. **Medical expenses**:

- a. are expenses for:
  - (1) ambulance, hospital, or surgical services;
  - (2) the use of x-ray and other diagnostic machines;
  - (3) dental care, vision care, eyeglasses, hearing aids and prosthetic devices;
  - (4) equipment, supplies and drugs prescribed by a **licensed medical provider** for the treatment of **bodily injury**; or
  - (5) professional services provided by a **licensed medical provider** for the treatment of **bodily injury**.

b. do not include expenses for:

- (1) treatment, procedures, products, or services that are:
  - (a) not primarily designed to serve a medical purpose;
  - (b) not commonly recognized as appropriate treatment within the United States and throughout its medical profession;
  - (c) **experimental**; or
  - (d) for research.
- (2) thermography or other related procedures of a similar type.
- (3) acupuncture or other related procedures of a similar type.
- (4) the purchase or rental of equipment not primarily designed to serve a medical purpose.
- (5) any of the following:
  - (a) hot tubs, spas, waterbeds, or nonmedical beds;
  - (b) exercise equipment, heating or vibrating devices;
  - (c) membership in health clubs;
  - (d) corrective shoes and orthotics of the feet if not directly related to the accident;
  - (e) medical reports unless requested by **us**;
  - (f) vitamins, minerals, herbal supplies, or other similar products; or
  - (g) supplies or services for personal comfort, convenience, personal hygiene, sports or recreational use.

5. **Medically necessary** means health care services or supplies required to identify or treat **bodily injury** and which are:

- a. appropriate for the symptom or diagnosis and treatment of the **bodily injury**;
- b. appropriate with regard to standards of acceptable medical practice;
- c. not solely for the convenience of the **insured person** or **licensed medical provider**; and
- d. the most appropriate supply or level of service that can be safely provided.

6. **Reasonable and necessary** means the fees most frequently charged by providers in the same area for a comparable service or supply.



## B. Insuring Agreement

We will pay for **reasonable and necessary medical expenses** and funeral expenses incurred because of **bodily injury** sustained by an **insured person** as a result of a motor vehicle accident. **Medical expenses** must be **medically necessary** and provided or prescribed by a **licensed medical provider** performing within their scope of practice. We will only pay those expenses necessary to satisfy the financial obligation of an **insured person**.

We will pay only covered expenses incurred for services rendered within three years from the date of the accident. However, the **bodily injury** must be discovered, treated and reported to **us** within one year from the date of the accident.

We have the right to determine, or to have someone on **our** behalf determine, whether any treatment is **medically necessary** and whether any charge is **reasonable and necessary**. We also have the right to use managed medical care approaches and treatment options, and to determine if treatment plans are **medically necessary**.

## C. Exclusions

This coverage does not apply to **medical expenses** incurred because of **bodily injury** sustained by any person:

1. when the **bodily injury** is sustained:
  - a. while:
    - (1) operating a vehicle;
    - (2) **occupying your insured car**; or
    - (3) **occupying** a vehicle being operated by **you** or a **relative**;
  - b. and:
    - (1) when the vehicle is carrying persons for any compensation or suggested donation;
    - (2) when the vehicle is in transit to pick up persons in order to provide transportation for any compensation or suggested donation;
    - (3) after a **transportation network company driver** using the vehicle accepts a ride request on the **transportation network company's** digital network until the **transportation network company driver** completes the transaction or the ride is complete, whichever is later; or
    - (4) when a **transportation network company driver** using the vehicle is logged on to the **transportation network company's** digital network and available to accept a ride request.

This exclusion does not apply to shared-expense car pools or the charitable carrying of persons. Failure to pay or receive a suggested donation set by a **transportation network company** does not constitute the charitable carrying of persons.

2. while **occupying** or when struck by a vehicle which is owned by, or furnished or available for regular use by **you** or any resident of **your** household.

This exclusion does not apply to a vehicle that is:

- a. shown in the **Declarations** with Medical Expense Coverage;
  - b. **replacement vehicle** that replaces a vehicle shown in the **Declarations** with Medical Expense Coverage;
  - c. **temporary substitute vehicle** used as a substitute for a vehicle shown in the **Declarations** with Medical Expense Coverage;
  - d. an **additional vehicle** or **rental vehicle** if there is a vehicle shown in the **Declarations** with Medical Expense Coverage.
3. **occupying** any vehicle or **trailer** while located for use as a residence or premises.
  4. during the course of employment if benefits are payable or must be provided under a workers compensation or disability benefits law, or any similar law.
  5. while **occupying** a vehicle other than a **car** while it is being used in the business or occupation of an **insured person**.
  6. while using a vehicle:
    - a. to participate in, prepare for, or practice for, any spontaneous, organized, or agreed upon contest or demonstration involving:
      - (1) racing;
      - (2) high performance driving;
      - (3) hill-climbing;
      - (4) jumping;
      - (5) demolition;
      - (6) off-roading;
      - (7) stunts;
      - (8) speed; or
    - b. at a track or course designed or used for any of the activities listed in C.6.a.(1) through C.6.a.(8) above.
  7. while **your insured car** is rented or leased to others.
  8. while **occupying** a vehicle, other than **your insured car**, without the permission or outside the scope of the permission of the owner of the vehicle or the person in lawful possession of the vehicle.
  9. caused by:
    - a. war (declared or undeclared);
    - b. civil war;
    - c. insurrection;
    - d. rebellion or revolution;
    - e. nuclear reaction;
    - f. radiation;
    - g. radioactive contamination;
 or their consequences.

10. arising out of the ownership, maintenance or use of any vehicle in a **personal vehicle sharing program**.
  11. while **occupying** a motorized vehicle other than **your insured car**:
    - a. with less than four wheels; or
    - b. not licensed for use on public roads.
- D. Limits Of Liability
1. The Medical Expense limit of liability shown in the **Declarations** is the maximum **we** will pay for each person injured in any one accident regardless of the number of:
    - a. vehicles covered by this policy;
    - b. premiums paid;
    - c. **insured persons**;
    - d. claims made;
    - e. claimants; or
    - f. vehicles involved in the accident.
  2. Subject to D.1., the limit of liability for this **endorsement** as shown in the **Declarations** for a vehicle may not be added, combined, or stacked with the Medical Expense limit of liability for any other vehicle shown in the **Declarations** to determine the maximum Medical Expense limit of liability available, no matter how the premium is displayed.
  3. A motor vehicle and attached **trailer** are considered one vehicle. The Medical Expense limit of liability will not be increased for an accident involving a motor vehicle that has an attached **trailer**.
  4. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this **endorsement** will not be paid again under any other coverage of this policy so that there is not a duplication of payment. **We** will not make payment under this **endorsement** for any element of loss for which payment has been made under this or any other policy issued to **you** or a **relative** by a member of the **American Family Insurance Group**.
- E. Other Insurance
1. Any medical expense coverage provided under this policy is excess over any other medical expense coverage.
  2. If there is other medical expense coverage for a loss covered by this **endorsement** under more than one policy issued to **you** by one or more members of the **American Family Insurance Group**, only the policy with the single highest medical expense limit of liability will provide medical expense coverage. If two or more such policies have the same highest medical expense limit of liability, then only one of those policies, chosen by a member of the **American Family Insurance Group**, will provide medical expense coverage.
- F. No Admission Of Liability
- Any payment made under this Medical Expense Coverage shall not be an admission of liability by any insured or **us** under any other coverage of this policy or any other policy issued by **us**.
- G. **Our** Payment Options
- We** retain the right to make payment under this portion of the policy directly to an **insured person**, **licensed medical provider**, health insurer or any person or entity who has retained a right of reimbursement.

All other terms remain unchanged.

## CANCELLATION AND NONRENEWAL – GEORGIA

The terms of **your** policy apply except as changed by this **endorsement**.

This **endorsement** modifies insurance provided under the following policies:

Family Car policy

Cycle policy

### A. Definitions

As used in this **endorsement**:

The term **your insured car** is replaced by the term **your insured cycle** if this **endorsement** is attached to a Cycle policy issued by **us**.

### B. Cancellation by the Named Insured

The named insured shown in the **Declarations** may cancel this policy by returning it to **us** or by advising **us** on what future date the cancellation is to be effective.

### C. Cancellation by **Us**

#### 1. Cancellation of Policies in Effect for Less Than 60 Days

If this policy has been in effect for less than 60 days, **we** may cancel for non-payment of premium, or any other reason permitted by law, by mailing notice of cancellation, with the reason or reasons stated, to the named insured at the address shown in the **Declarations** not less than 10 days prior to the effective date of cancellation.

#### 2. Cancellation of Policies in Effect for 60 Days or More

If this policy has been in effect for 60 days or more, or is a renewal or continuation policy, **we** may cancel for:

- a. non-payment of premium by mailing notice of cancellation with the reason stated to the named insured at the address shown in the **Declarations** not less than 10 days prior to the effective date of cancellation; or
- b. the following reasons by mailing notice of cancellation, with the reason or reasons stated, to the named insured at the address shown in the **Declarations** not less than 30 days prior to the effective date of cancellation:
  - (1) the policy was obtained through a material misrepresentation;
  - (2) any insured violated any of the terms and conditions of the policy;
  - (3) the named insured failed to disclose fully, if called for in the application, his or her record for the preceding 36 months of motor vehicle accidents and moving traffic violations;
  - (4) the named insured failed to disclose in the written application or in response to inquiry by **us** or **our** agent information necessary for the acceptance or proper rating of the risk;

(5) the named insured made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim;

(6) the named insured or any other operator, who is a resident in the same household or customarily operates **your insured car**:

- (a) has, within the 36 months prior to the notice of cancellation, had his or her driver's license under suspension or revocation;
- (b) is or becomes subject to epilepsy or heart attacks and the individual does not produce a certificate from a physician testifying to his or her unqualified ability to operate a motor vehicle;
- (c) has an accident record, a conviction record, criminal or traffic, or a physical, mental, or other condition which is such that his or her operation of an automobile might endanger the public safety;
- (d) has within a three year period prior to the notice of cancellation been addicted to the use of narcotics or other drugs;
- (e) has been convicted or forfeited bail during the 36 months immediately preceding the notice of cancellation for:
  - (i) any felony;
  - (ii) criminal negligence resulting in death, homicide, or assault arising out of the operation of a motor vehicle;
  - (iii) operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
  - (iv) being intoxicated while in or about an automobile or while having custody of an automobile;
  - (v) leaving the scene of an accident without stopping to report;
  - (vi) theft or unlawful taking of a motor vehicle; or

- (vii) making false statements in an application for a driver's license;
  - (f) has been convicted of or forfeited bail for three or more violations, within the 36 months immediately preceding the notice of cancellation, of any law, ordinance, or regulation limiting the speed of motor vehicles or any of the provisions of the motor vehicle laws of any state, violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses;
  - (7) **your insured car:**
    - (a) is so mechanically defective that its operation might endanger public safety;
    - (b) is used in carrying passengers for hire or compensation; provided, however, that the use of an automobile for a car pool shall not be considered use of an automobile for hire or compensation;
    - (c) is used in the transportation of flammables or explosives;
    - (d) is an authorized emergency vehicle;
    - (e) has changed in shape or condition during the policy period so as to increase substantially the risk; or
  - (8) any other reason permitted by law.
- D. Nonrenewal
    1. If **we** decide not to renew this policy, **we** will mail notice of nonrenewal, with the reason or reasons stated, to the named insured at the address shown in the **Declarations** not less than 30 days before the end of the policy period.
    2. Notice of nonrenewal will not be provided if **we** have offered to renew by sending a notice to the named insured at the address shown in the **Declarations** and the required premium is not paid when due.
  - E. Other Cancellation and Nonrenewal Provisions
    1. Proof of mailing any notice will be sufficient proof of notice.
    2. Coverage under this policy will terminate on the effective date and time stated on the notice of cancellation or nonrenewal.
    3. If this policy is cancelled, **you** may be entitled to a premium refund. **Your** return premium, if any, will be calculated on a pro rata basis and will be sent to the named insured shown in the **Declarations** as soon as possible. Making or offering to make a refund is not a condition of cancellation.
  - F. Automatic Termination
    1. This policy will automatically terminate at the end of the policy period if **you** or **your** representative does not accept **our** offer to renew it. Failure to pay the required renewal premium when due means that **you** have declined **our** offer.
    2. If other insurance is obtained on **your insured car**, any insurance provided by this policy on **your insured car** will automatically terminate on the effective date of the other insurance.

All other terms remain unchanged.

## UNINSURED MOTORIST COVERAGE - ADDED ON TO AT-FAULT LIABILITY LIMITS – GEORGIA

This **endorsement** only applies if Uninsured Motorist Coverage – Added On is shown in the **Declarations**.

The terms of **your** Family Car policy apply except as changed by this **endorsement**.

### A. Definitions

As used in this **endorsement**:

#### 1. **Insured person** means:

- a. **you** or a **relative**.
- b. any other person **occupying your insured car** with **your** permission and within the scope of **your** permission.
- c. anyone, other than a person or organization claiming by right of assignment or subrogation, who is entitled to recover damages against the owner or operator of an **uninsured motor vehicle** because of **bodily injury** to any person under subsection A.1.a. or A.1.b.

#### 2. **Property damage** means damage to or destruction of:

- a. a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On, including loss of its use.
- b. any personal property owned by an **insured person** while contained in a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On.

#### 3. **Uninsured motor vehicle**:

- a. means a land motor vehicle:
  - (1) not insured or bonded for bodily injury or property damage liability at the time of the accident.
  - (2) without a deposit of cash or securities on file with the Georgia Director of Public Safety.
  - (3) insured or bonded for bodily injury or property damage liability at the time of the accident with liability limits:
    - (a) less than the full amount the **insured person** is legally entitled to recover as damages resulting from **bodily injury** or **property damage** caused by the accident; or
    - (b) reduced by payments to others injured in the accident to an amount insufficient to pay the full amount the **insured person** is legally entitled to recover as damages resulting from **bodily injury** or **property damage** caused by the accident.
  - (4) which is a hit-and-run vehicle whose owner or operator is unknown and which causes **bodily injury** to an **insured person** or **property damage** to a vehicle shown in the **Declarations** with Uninsured Motorist Coverage –

Added On. If there is no physical contact with the vehicle causing the accident:

#### (a) an **insured person** must:

- (i) immediately, by the quickest means of communication possible, give notice of such accident to the local police department if such accident occurs within a municipality or, if such accident occurs outside a municipality, such notice must be given to the office of the county sheriff or to the nearest office of the state patrol; and
- (ii) notify **us** within 30 days.

(b) the description by the claimant of how the accident occurred must be corroborated by an eyewitness to the occurrence other than the claimant.

#### (5) insured or bonded for bodily injury or property damage liability at the time of the accident but all of the insuring or bonding companies:

- (a) legally deny coverage;
- (b) are insolvent; or
- (c) become insolvent.

#### b. does not mean a land motor vehicle:

- (1) insured under Part I - Liability Coverage of this policy.
- (2) owned by or furnished or available for regular use by **you** or any resident of **your** household.
- (3) owned or operated by a self-insurer under any motor vehicle financial responsibility law, motor carrier law, or any similar law.
- (4) owned or operated by any governmental unit or agency.
- (5) operated on rails or crawler-treads.
- (6) designed for use principally off public roads, except while on the traveled portion of a public road. However, a land motor vehicle operated on rails or crawler-treads is not an **uninsured motor vehicle** no matter where operated.
- (7) while located for use as a residence or premises.



## B. Insuring Agreement

1. **We** will pay compensatory damages for **bodily injury** or **property damage** an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** or **property damage** must:
  - a. be sustained by an **insured person**;
  - b. be caused by an accident; and
  - c. arise out of the ownership, maintenance, or use of an **uninsured motor vehicle**.
2. If any suit is brought by an **insured person** under this policy to determine liability or damages, the owner or operator of the **uninsured motor vehicle** must be made a defendant and the **insured person** must notify **us** of the suit. **We** are not bound by any resulting settlement or judgment without **our** written consent. **We** may not be sued under the Uninsured Motorist Coverage – Added On on any claim that is barred by the tort statute of limitations.
3. There is no coverage under this Uninsured Motorist Coverage - Added On **endorsement** unless the limits of liability under all applicable bonds or policies providing bodily injury or property damage liability coverage have been exhausted by payment of judgments or settlements.

## C. Exclusions

This coverage does not apply:

1. to **bodily injury** or **property damage** sustained while **occupying** a vehicle which is owned by or furnished or available for regular use by **you**.  
This exclusion does not apply to a vehicle that is:
  - a. shown in the **Declarations** with Uninsured Motorist Coverage – Added On;
  - b. a **replacement vehicle** that replaces a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On;
  - c. a **temporary substitute vehicle** used as a substitute for a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On; or
  - d. an **additional vehicle** or **rental vehicle** if there is a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On.
2. to **bodily injury** or **property damage** sustained by a person claiming Uninsured Motorist Coverage – Added On under this policy while **occupying**, or when struck by, a vehicle which is owned by or furnished or available for regular use by that same person.  
This exclusion does not apply to a vehicle that is:
  - a. shown in the **Declarations** with Uninsured Motorist Coverage – Added On;

- b. a **replacement vehicle** that replaces a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On;
  - c. a **temporary substitute vehicle** used as a substitute for a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On; or
  - d. an **additional vehicle** or **rental vehicle** if there is a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On.
3. to **bodily injury** or **property damage** sustained while **occupying** a vehicle designed for use principally off public roads which is owned by a resident of **your** household.  
This exclusion does not apply to a vehicle that is:
    - a. shown in the **Declarations** with Uninsured Motorist Coverage – Added On;
    - b. a **replacement vehicle** that replaces a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On;
    - c. a **temporary substitute vehicle** used as a substitute for a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On; or
    - d. an **additional vehicle** or **rental vehicle** if there is a vehicle shown in the **Declarations** with Uninsured Motorist Coverage – Added On.
  4. to **bodily injury** or **property damage** sustained by **you** or a **relative** while using a vehicle:
    - a. without the permission of the person having lawful possession of the vehicle; or
    - b. with the permission of the person having lawful possession of the vehicle, but **you** or a **relative** exceed the scope of that permission.
  5. to **bodily injury** or **property damage** sustained:
    - a. while:
      - (1) operating a vehicle;
      - (2) **occupying your insured car**; or
      - (3) **occupying** a vehicle being operated by **you** or a **relative**;
    - b. and:
      - (1) when the vehicle is carrying persons for any compensation or suggested donation;
      - (2) when the vehicle is in transit to pick up persons in order to provide transportation for any compensation or suggested donation;
      - (3) after a **transportation network company driver** using the vehicle accepts a ride request on the **transportation network company's** digital network until the **transportation network company driver** completes

the transaction or the ride is complete, whichever is later; or

- (4) when a **transportation network company driver** using the vehicle is logged on to the **transportation network company's** digital network and available to accept a ride request.

This exclusion does not apply to shared-expense car pools, or the charitable carrying of persons. Failure to pay or receive a suggested donation set by a **transportation network company** does not constitute the charitable carrying of persons.

6. to **bodily injury** or **property damage** sustained while using or **occupying** a vehicle:
    - a. to participate in, prepare for, or practice for any spontaneous, organized, or agreed-upon contest or demonstration involving:
      - (1) racing;
      - (2) high performance driving;
      - (3) hill-climbing;
      - (4) jumping;
      - (5) demolition;
      - (6) off-roading;
      - (7) stunts;
      - (8) speed; or
    - b. at a track or course designed or used for any of the activities listed in C.6.a.(1) – C.6.a.(8) above.
  7. to any of the following:
    - a. punitive or exemplary damages;
    - b. multiple damages;
    - c. fines, penalties, or court-ordered restitution; or
    - d. attorney's fees related to C.7.a., C.7.b., or C.7.c. above, whether awarded or statutorily mandated.
  8. to the benefit, either directly or indirectly, of:
    - a. any insurer or self-insurer under any workers compensation or disability benefits law, or any similar law;
    - b. any private disability insurer; or
    - c. any insurer of property.
  9. to **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any vehicle in a **personal vehicle sharing program**.
- D. Limits Of Liability
1. The Uninsured Motorist – Bodily Injury – Added On limits of liability shown in the **Declarations** apply, subject to the following:
    - a. the Uninsured Motorist – Bodily Injury – Added On limit of liability for each person is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one accident, including damages for care, loss of consortium, or loss of services.
      - b. subject to the Uninsured Motorist – Bodily Injury – Added On limit of liability for each person, the Uninsured Motorist – Bodily Injury – Added On limit of liability for "each accident" is the maximum for all damages sustained by all persons as the result of **bodily injury** to two or more persons in any one accident.
      - c. the Uninsured Motorist - Property Damage – Added On limit of liability shown in the **Declarations** for "each accident" is the maximum **we** will pay for all **property damage** resulting from any one accident.
  2. The maximums stated in D.1. are the most **we** will pay for any one accident regardless of the number of:
    - a. vehicles insured under this policy;
    - b. premiums paid;
    - c. **insured persons**;
    - d. claims made;
    - e. claimants; or
    - f. vehicles involved in the accident.
  3. Subject to D.1. and D.2., the limits of liability for this **endorsement** as shown in the **Declarations** for a vehicle may not be added, combined, or stacked with the Uninsured Motorist limits of liability for any other vehicle shown in the **Declarations** to determine the maximum Uninsured Motorist limits of liability available for each person or for each accident, no matter how the premium is displayed.
  4. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this **endorsement** will not be paid again under any other coverage of this policy so that there is not a duplication of payment. **We** will not make payment under this **endorsement** for any element of loss for which payment has been made under this or any other policy issued to **you** or a **relative** by a member of the **American Family Insurance Group**.
  5. A motor vehicle and its attached **trailer** are considered one vehicle. The Uninsured Motorist – Bodily Injury – Added On and Uninsured Motorist – Property Damage – Added On limits of liability will not be increased for an accident involving a motor vehicle that has an attached **trailer**.
  6. Any amount **we** pay under this **endorsement** will be reduced by the **property damage** deductible shown in the **Declarations**.
  7. **We** will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any workers compensation or disability benefits law, or any similar law.
  8. **We** will not pay for any element of loss that has already been paid as expenses under the Medical Expenses Coverage of this policy or

the Medical Expenses Coverage under any other policy.

9. **We** will not pay for **property damage** paid or payable under any other policy.

E. Other Insurance

1. If there is other uninsured motorist coverage for a loss covered by this **endorsement**, other than under a policy issued to **you** or a resident of **your** household by a member of the **American Family Insurance Group**, any insurance provided under this **endorsement** is excess over any other uninsured motorist coverage.
2. If there is uninsured motorist coverage for a loss covered by this **endorsement** under more than one policy issued to **you** or a resident of **your** household by one or more members of the **American Family Insurance Group**, only the policy with the highest uninsured motorist coverage limits of liability will provide uninsured

motorist coverage. If two or more such policies have the same highest uninsured motorist coverage limits of liability, then only one of those policies, chosen by a member of the **American Family Insurance Group**, will provide uninsured motorist coverage.

F. Release

If **we** make payment under this **endorsement**, **we** may require an **insured person** who receives payment to execute a release of all claims against **us** for uninsured motorist coverage provided by this **endorsement**, related to the accident from which the claims arose. If an **insured person** who receives payment under this **endorsement** is incompetent, **we** may require that **insured person's** legal representative to execute such a release. The release form will be provided by **us**.

All other terms remain unchanged.



## ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

This **endorsement** only applies if Accidental Death And Dismemberment Coverage is shown in the **Declarations**.

The terms of **your** policy apply except as changed by this **endorsement**.

## A. Definitions

As used in this **endorsement**:

1. **Commercial vehicle** means a vehicle other than a **private passenger car**. A vehicle used in farming or ranching is not a **commercial vehicle**.
2. **Insured person** means **you** or any **relative** while **occupying**, or when struck by, a land motor vehicle or **trailer**.
3. **Loss** means:
  - a. as to hands or feet, severance through or above wrist or ankle joints;
  - b. as to eyes, permanent legal blindness;
  - c. as to thumb and index finger, severance of entire thumb and index finger through or above the metacarpophalangeal joints; or
  - d. death;
 if sustained within 90 days of the accident as the direct result of an auto accident and not due to any other cause.

## B. Insuring Agreement

**We** agree with **you**, in return for **your** premium payment, to pay the amounts shown in Limits Of Liability for each **insured person** who sustains a **loss** caused by an auto accident.

## C. Exclusions

**We** will not pay for:

1. **loss** sustained while **occupying**, or when struck by, any vehicle which is owned by or furnished or available for regular use by **you** or the person claiming Accidental Death and Dismemberment Coverage under this policy. This exclusion does not apply to a vehicle that is:
  - a. shown in the **Declarations** with Accidental Death And Dismemberment Coverage under this policy;
  - b. a **replacement vehicle** that replaces a vehicle shown in the **Declarations** with Accidental Death And Dismemberment Coverage under this policy;
  - c. a **temporary substitute vehicle** used as a substitute for a vehicle shown in the **Declarations** with Accidental Death And Dismemberment Coverage under this policy; or
  - d. an **additional vehicle** or **rental vehicle** if there is a vehicle shown in the **Declarations** with Accidental Death And Dismemberment Coverage under this policy.
2. **loss** arising out of **your** or a **relative's occupying** a land motor vehicle without the permission or outside the scope of the

permission of the owner of the vehicle or the person having lawful possession of it.

3. **loss** sustained in the course of any occupation by an **insured person** while engaged in duties involving:
  - a. a vehicle used to carry persons for a charge; or
  - b. a **commercial vehicle**.
4. **loss** arising out of the ownership of or employment in any **vehicle business**. This exclusion does not apply to the ownership, maintenance or use of **your insured car** by:
  - a. **you**;
  - b. a person related to **you** and residing in **your** household; or
  - c. any partner or employee of **you** or a **relative**.
5. **loss** caused or contributed to by disease, except infection resulting from a **loss** to which this coverage applies.
6. **loss** caused by any suicide or attempted suicide, even if the **insured person** lacks the mental capacity for whatever reason to govern his or her own conduct.
7. **loss** caused by:
  - a. war (declared or undeclared);
  - b. civil war;
  - c. insurrection;
  - d. rebellion;
  - e. revolution;
  - f. nuclear reaction;
  - g. radiation;
  - h. radioactive contamination;
 or their consequences.
8. **loss** sustained while **occupying** or when struck by a vehicle:
  - a. operated on rails.
  - b. operated on crawler treads, except for a snowmobile when used on public roads.
  - c. designed for use off public roads, except when used on public roads.
  - d. located for use as a residence or premises.
 8.a., 8.b., and 8.c., do not apply if the **insured person** is occupying a **car** at the time of the **loss**.
9. **loss** occurring while using a vehicle:
  - a. to participate in, prepare for, or practice for any spontaneous, organized or agreed-upon contest or demonstration involving:
    - (1) racing;
    - (2) high performance driving;
    - (3) hill-climbing;

- (4) jumping;
- (5) demolition;
- (6) off-roading;
- (7) stunts;
- (8) speed; or

b. at a track or course designed or used for any of the activities listed in 9.a.(1) - 9.a.(8) above.

- 10. **loss** sustained while **your insured car** is rented or leased to others.
- 11. **loss** sustained while **occupying** a motorized vehicle with less than four wheels.

D. Limit Of Liability

- 1. **We** will pay for **loss** according to the following schedule. **We** will pay no more than the Limit of Liability shown in the **Declarations** for each **insured person** who sustains a **loss**, even if the **insured person** suffers more than one **loss** shown in the schedule.
- 2. The Accidental Death And Dismemberment Limit of Liability shown in the **Declarations** is the most **we** will pay for each person injured in any one auto accident no matter the number of:
  - a. vehicles covered by this policy;
  - b. premiums paid;
  - c. **insured persons**;
  - d. claims made;
  - e. claimants;
  - f. vehicles involved in the accident; or
  - g. policies involved.
- 3. The Accidental Death and Dismemberment Limit of Liability shown in the **Declarations** for a vehicle may not be added, combined or

stacked with the limits shown in the **Declarations** for any other vehicle to determine the maximum limits available for each person or for each accident no matter how the premium is displayed.

- 4. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this **endorsement** to, for, or on behalf of an injured person applies against any other coverage applicable to the loss so that there is not a duplication of payment.

5. Other Insurance

When there is coverage under more than one insurance policy issued to **you** by one or more of the companies of the **American Family Insurance Group** for a **loss** covered by this **endorsement** the amount that will be paid for such loss will not exceed the highest Accidental Death and Dismemberment limit of liability of any one of these policies.

E. Payment of **Loss**

Subject to the Accidental Death and Dismemberment Limit of Liability, if the **insured person** dies, **we** will pay:

- a. the surviving spouse, if a resident of the same household at the time of the auto accident; or
- b. the **insured person's** estate.

F. Autopsy

**We** have the right to require an autopsy where allowed by law.

All other terms remain unchanged.

Schedule			
<b>Loss</b>	Limit of Liability	Limit of Liability	Limit of Liability
	\$5,000	\$10,000	\$20,000
Death	\$5,000	\$10,000	\$20,000
Both Hands or Both Feet or Sight of Both Eyes	\$5,000	\$10,000	\$20,000
One Hand and One Foot	\$5,000	\$10,000	\$20,000
Either Hand or Foot and Sight of One Eye	\$5,000	\$10,000	\$20,000
Either Hand or Foot	\$2,500	\$5,000	\$10,000
Sight of One Eye	\$1,750	\$3,500	\$7,000
Thumb and Index Finger of Either Hand	\$1,250	\$2,500	\$5,000

## RENTAL REIMBURSEMENT COVERAGE

The terms of the policy apply except as changed by this **endorsement**.

This Coverage only applies to a vehicle if Rental Reimbursement Coverage is shown for that vehicle in the **Declarations**.

### A. Definitions

As used in this **endorsement** only:

**Loss** means direct and accidental damage to or theft of **your insured car**, including its equipment and **customization**.

### B. Part II - Car Damage Coverage, section C. Transportation Expenses is deleted and replaced as follows:

Rental Reimbursement Coverage

#### 1. **We** will pay **your** expenses for the rental of:

- a. a **private passenger car**; or
- b. a motor home not used for business purposes, if Rental Reimbursement Coverage is shown for a motor home in the **Declarations**;  
from an auto rental business.

#### 2. **We** will pay **your** expenses for the use of:

- a. ridesharing, ridesourcing, or ride matching services which are arranged by a transportation network company, through a mobile application, and provided by their authorized driver and vehicle;
- b. a licensed taxicab available for public hire; or
- c. public transit or mass transit, such as city bus, light rail, or train.

**You** must submit a receipt for such services to **us**.

#### 3. This coverage only applies if:

- a. **your insured car** is withdrawn from use due to a **loss**; and
- b. the **loss** is covered by Comprehensive or Collision Coverage.

#### 4. **Our** payment is limited to the least of:

- a. necessary and actual expenses; or
- b. the daily limit, subject to the maximum coverage amount, as stated in the **Declarations**;  
for a reasonable time, as determined by **us**, needed to repair or replace **your insured car**. The daily limit and maximum coverage amount includes all covered transportation expenses regardless of the options used. **We** will not apply a deductible to Rental Reimbursement Coverage.

All other terms remain unchanged.

## EMERGENCY ROADSIDE SERVICE COVERAGE

The terms of the policy apply except as changed by this **endorsement**.

This coverage only applies to a vehicle if Emergency Roadside Service Coverage is shown for that vehicle in the **Declarations**.

A. Definitions

As used in this **endorsement**, **your insured car** is replaced by **your insured cycle** if this coverage is attached to a Cycle Policy issued by **us**.

B. Insuring Agreement

**We** will pay reasonable costs incurred due to a breakdown or disablement of **your insured car** or a **rental vehicle** for:

1. mechanical labor up to one hour at the place of its breakdown or disablement.
2. towing to the nearest place where the necessary repairs can be made. **We** will not pay for more than one tow per breakdown or disablement unless repairs cannot be made at the first repair shop.
3. towing it out if it is stuck on or stuck immediately next to a public road or designated parking area.
4. a jump-start or charging of the battery.
5. delivery of gas or oil. **We** do not pay for the cost of these items.
6. cost of labor for change of tire. **We** do not pay for the cost to repair or replace the tire.

**We** will pay reasonable costs incurred for locksmith services if **your** keys are locked inside **your insured car** or a **rental vehicle**. **We** do not pay for the cost to replace locks or keys.

All other terms remain unchanged.

## ROAD TRIP ACCIDENT ACCOMMODATIONS COVERAGE

The terms of the policy apply except as changed by this **endorsement**.

This coverage only applies to a vehicle if Road Trip Accident Accommodations Coverage is shown for that vehicle in the **Declarations**.

A. Definitions

As used in this **endorsement**:

1. **Covered expenses** mean reasonable expenses incurred by **you** or a **relative** for alternate transportation, lodging and meals.
2. **Loss** means direct and accidental damage to or theft of **your insured car** or a **rental vehicle** and its equipment and **customization**.

B. Insuring Agreement

**We** will reimburse **you** for **covered expenses** due to a covered Comprehensive or Collision **loss** occurring more than 100 miles from the address shown in the **Declarations**.

C. Limits Of Liability

1. **We** will pay no more than \$600 in total per **loss**, subject to the following per day maximums:
  - a. \$50 for alternate transportation;
  - b. \$100 for lodging; and
  - c. \$100 for meals.

Upon request, **you** must provide **us** with receipts of expenses claimed under this coverage.

2. **We** will not apply a deductible.
3. No one will be entitled to duplicate payments for the same elements of **loss**. Any amount **we** pay under this **endorsement** applies against any other coverage applicable to the **loss** so that there is not a duplication of payment.
4. Road Trip Accident Accommodations Coverage ends 24 hours after **your insured car** or a **rental vehicle** is repaired or replaced.

D. Other Insurance

Any coverage **we** provide is excess over any other collectible source of recovery including but not limited to:

1. vehicle warranties;
2. auto clubs or other roadside assistance plans;
3. mechanical breakdown or similar plans; or
4. Rental Reimbursement Coverage, or Transportation Expenses of this or any other policy.

E. Premium

The premium for this coverage is fully earned. If **you** cancel or remove this coverage during the policy term, there will be no return premium.

All other terms remain unchanged.

# Exhibit B

# CCC ONE MARKET VALUATION SUMMARY

Prepared for AMERICAN FAMILY - AMERICAN STANDARD INS. CO. OF OHIO

## REPORT SUMMARY

### CLAIM INFORMATION

Owner	Duckworth, Jonathan 508a Plainville Rd Sw Plainville, GA 30733-9638
Loss Vehicle	2016 Chevrolet Sonic LT Automatic
Loss Incident Date	02/17/2021
Claim Reported	03/04/2021

The CCC ONE® Market Valuation Summary reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by AMERICAN FAMILY - AMERICAN STANDARD INS. CO. OF OHIO.

Loss vehicle has 21% greater than average mileage of 73,100.

### INSURANCE INFORMATION

Report Reference Number	101042591
Claim Reference	01003114989-1
Adjuster	Wilderman, Paula
Odometer	88,745
Last Updated	03/04/2021 03:23 PM

### VALUATION SUMMARY

<b>Base Vehicle Value</b>	<b>\$ 7,689.00</b>
<b>Adjusted Vehicle Value</b>	<b>\$ 7,689.00</b>

**Total \$ 7,689.00**

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

#### BASE VEHICLE VALUE

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

#### ADJUSTED VEHICLE VALUE

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

#### Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	7

## VALUATION METHODOLOGY

### How was the valuation determined?



#### CLAIM INSPECTION

AMERICAN FAMILY - AMERICAN STANDARD INS. CO. OF OHIO has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.



#### DATABASE REVIEW

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



#### SEARCH FOR COMPARABLES

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



#### CALCULATE BASE VEHICLE VALUE

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

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

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





## VEHICLE INFORMATION

### VEHICLE DETAILS

---

Location	PLAINVILLE, GA 30733-9638
VIN	1G1JC5SH1G4162873
Year	2016
Make	Chevrolet
Model	Sonic
Trim	LT
Body Style	Automatic
Body Type	Sedan
Engine -	
Cylinders	4
Displacement	1.8L
Fuel Type	Gasoline
Carburation	Electronic Fuel Injection
Transmission	Automatic Transmission
Curb Weight	2745 lbs

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

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



## VEHICLE INFORMATION

### VEHICLE EQUIPMENT

<b>Odometer</b>	88,745	
<b>Transmission</b>	Automatic Transmission	✓
<b>Power</b>	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Power Trunk/Liftgate	✓
	<b>Decor/Convenience</b>	Air Conditioning
Tilt Wheel		✓
Cruise Control		✓
Rear Defogger		✓
Intermittent Wipers		✓
Console/Storage		✓
Keyless Entry		✓
Telescopic Wheel		✓
Message Center		✓
Remote Starter		✓
<b>Seating</b>		Cloth Seats
	Bucket Seats	✓
	Reclining/Lounge Seats	✓
<b>Radio</b>	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	Steering Wheel Touch Controls	✓
	Auxiliary Audio Connection	✓
	Satellite Radio	✓
	<b>Wheels</b>	Aluminum/Alloy Wheels
Locking Wheels		📄
<b>Safety/Brakes</b>	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓

To the left is the equipment of the loss vehicle that AMERICAN FAMILY - AMERICAN STANDARD INS. CO. OF OHIO provided to CCC.

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

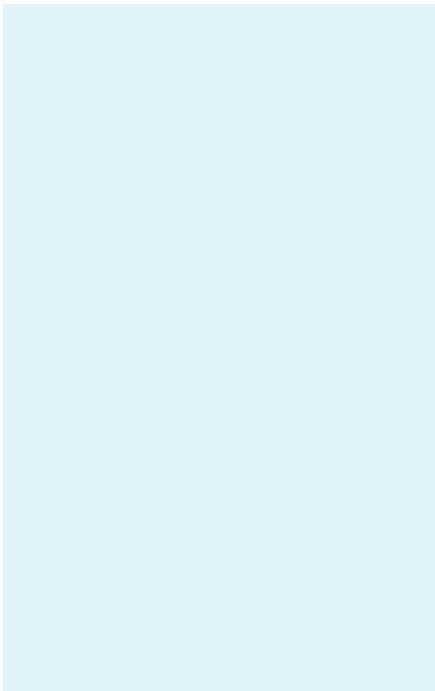
📄 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

 **VEHICLE INFORMATION**

**VEHICLE EQUIPMENT**

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	Anti-lock Brakes (4)	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
	Rear Side Impact Air Bags	✓
	Communications System	✓
	Hands Free	✓
	Alarm	✓
	Traction Control	✓
	Stability Control	✓
<b>Exterior/Paint/Glass</b>	Dual Mirrors	✓
	Heated Mirrors	✓
	Tinted Glass	✓
	Clearcoat Paint	📄





## VEHICLE CONDITION

### COMPONENT CONDITION

	Condition	Inspection Notes	Value Impact
Mechanical	GOOD	Belts and hoses firm, show minimal wear. Minimal dirt and grease in engine compartment.	\$ 0
Tires	GOOD	Based on documentation provided tires appear to be in good condition.	\$ 0
Paint	GOOD	Few small deep chips and/or scratches front sheet metal. Based on documentation provided paint appears in good condition.	\$ 0
Body	GOOD	Based on documentation provided body of vehicle in good condition.	\$ 0
Glass	GOOD	Light surface scratches and/or pitting. Few chips.	\$ 0
Interior	GOOD	Headliner moderate soiling. Light soiling front seat/carpet. Few light burns from cigarette ash driver carpet. Light soiling rear seat/carpet.	\$ 0
<b>Total Condition Adjustments</b>			<b>\$ 0</b>

AMERICAN FAMILY - AMERICAN STANDARD INS. CO. OF OHIO uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

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


**MARKET VALUATION SUMMARY**

 Owner: Duckworth, Jonathan  
 Claim: 01003114989-1


**COMPARABLE VEHICLES**

**COMPARABLE VEHICLES**

Source	Vehicle	Price	Adjusted Comparable Value
<b>Comp 1</b>			
Source: Autotrader Rick Hendrick Chevrolet-duluth Duluth, GA (866) 727-1449 58 Miles From Plainville, GA	<b>2016 Chevrolet Sonic Lt Automatic 4 1.8l Gasoline Electronic Fuel Injection</b> Odometer: 110,804 VIN: 1G1JC5SH2G4114086 Stock #: SA10691A Updated Date: 02/14/2021	\$ 7,975 (List)	\$ 7,729
<b>Comp 2</b>			
Source: Autotrader Hardy Chevrolet Gainesville, GA (770) 532-4389 69 Miles From Plainville, GA	<b>2016 Chevrolet Sonic Lt Automatic 4 1.8l Gasoline Electronic Fuel Injection</b> Odometer: 67,054 VIN: 1G1JC5SH4G4106880 Stock #: 10583UP Updated Date: 02/21/2021	\$ 9,950 (List)	\$ 7,877
<b>Comp 3</b>			
Source: Autotrader Southtowne Chevrolet Buick Gmc Cadillac Newnan, GA (770) 692-8650 72 Miles From Plainville, GA	<b>2016 Chevrolet Sonic Lt Automatic 4 1.8l Gasoline Electronic Fuel Injection</b> Odometer: 63,329 VIN: 1G1JC5SH8G4128011 Stock #: 2Z20051A Updated Date: 02/21/2021	\$ 9,991 (List)	\$ 7,952

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

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

**Take Price** is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

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

**Adjusted Comparable Value** represents the price of the comparable vehicle with adjustments for options, mileage, condition, and year/model/trim as compared to the loss vehicle.

A condition adjustment is also made to set the comparable vehicle to Good condition, which the loss vehicle is also compared to in the Vehicle Condition section.

# Exhibit C



AMERICAN STANDARD INSURANCE COMPANY OF OHIO  
6000 AMERICAN PARKWAY  
MADISON WI 53783

**AmFam.com**

1-800-MY AMFAM® (692-6326)

March 5, 2021

JONATHAN C DUCKWORTH  
508A PLAINVILLE RD SW  
PLAINVILLE GA 30733-9694

REGARDING THE CLAIM ON YOUR 2016 CHEVROLET SONIC 4D VIN: 1G1JC5SH1G4162873 MILEAGE: 88745

## Important information about your vehicle settlement

Please review this information and contact me with any questions

Claim number	Date of loss	Policy number	Policyholder
01-003-114989	2/17/2021	410640494991	Jonathan C Duckworth

We care about you as our customer, and we are committed to providing you exceptional claims service.

The inspection or evaluation of your vehicle has been completed. We are writing to let you know your vehicle has been determined to be a total loss and the salvage vehicle will be obtained by American Standard Insurance Company of Ohio.

We calculated your vehicle payment using the following information:

- At the time of loss, the Actual Cash Value (ACV) of your vehicle was \$7,689.00.
- We added license/title fees totaling \$36.34.
- We applied your deductible of \$500.00.
- We have added for Ad Valorem \$453.75.
- **The final net payment for this vehicle will be \$7,679.09.**

In order for us to issue payment, we need you to provide us with the following documents.

**Power of Attorney Form:** This enclosed form is needed to process your title. Please complete the areas we have marked and sign where indicated.

**Letter of Guarantee:** This is obtained from the lease holder agreeing to provide a properly signed, clear Certificate of Title upon receipt of the lease settlement amount. We are working with the lease holder on this matter. Please let us know of any additional coverage, other than coverage provided by us, that you would like applied toward the settlement figures.

We will continue to provide coverage for your rental vehicle through March 10, 2021. If you have any questions regarding your rental coverage, please contact the Claims Rental Department at 800-692-6326 ext. 44199.



Towing and storage charges through March 9, 2021 will be paid by us. Charges beyond that date will be your responsibility. If you have not already done so, please remove your personal property, not included in determining the ACV of your vehicle, as soon as possible. **If you did not leave keys with your vehicle, please include a set with your title.**

As your claim representative, I am here to assist you with any questions you may have. Please use the contact information listed below to reach me. Thank you.

Paula Wilderman  
EC Claim Sr. Adjuster  
608-722-2074  
pwilderm@amfam.com  
Fax: 877-888-1143

**CIVIL COVER SHEET**

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

<p><b>I. (a) PLAINTIFF(S)</b>                  JONATHAN DUCKWORTH, individually and on behalf of all others similarly situated,</p> <p><b>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF</b> <u>Plainview, GA</u>                  (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p><b>(c) ATTORNEYS</b> (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)                  SHAMIS &amp; GENTILE, P.A.                  14 NE 1st Ave Suite 705                  Miami, FL 33132</p>	<p><b>DEFENDANT(S)</b>                  AMERICAN STANDARD INSURANCE COMPANY OF OHIO</p> <p><b>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT</b> _____                  (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</p> <p><b>ATTORNEYS</b> (IF KNOWN)</p>
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<p><b>II. BASIS OF JURISDICTION</b>                  (PLACE AN "X" IN ONE BOX ONLY)</p> <p><input type="checkbox"/> 1 U.S. GOVERNMENT PLAINTIFF      <input type="checkbox"/> 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)</p> <p><input type="checkbox"/> 2 U.S. GOVERNMENT DEFENDANT      <input checked="" type="checkbox"/> 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b>                  (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) (FOR DIVERSITY CASES ONLY)</p> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;">PLF</td> <td style="text-align: center;">DEF</td> <td style="text-align: center;">PLF</td> <td style="text-align: center;">DEF</td> <td></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td>CITIZEN OF THIS STATE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> <td>CITIZEN OF ANOTHER STATE</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td>CITIZEN OR SUBJECT OF A FOREIGN COUNTRY</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td>INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> <td>INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td>FOREIGN NATION</td> </tr> </table>	PLF	DEF	PLF	DEF		<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 4	CITIZEN OF THIS STATE	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	CITIZEN OF ANOTHER STATE	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY				<input type="checkbox"/> 4	<input type="checkbox"/> 4	INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE				<input checked="" type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE				<input type="checkbox"/> 6	<input type="checkbox"/> 6	FOREIGN NATION
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**IV. ORIGIN** (PLACE AN "X" IN ONE BOX ONLY)

1 ORIGINAL PROCEEDING       2 REMOVED FROM STATE COURT       3 REMANDED FROM APPELLATE COURT       4 REINSTATED OR REOPENED       5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)       6 MULTIDISTRICT LITIGATION - TRANSFER       7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

8 MULTIDISTRICT LITIGATION - DIRECT FILE

**V. CAUSE OF ACTION** (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

28 U.S.C. 1332(d)(2) Class-wide failure to pay required sales tax under insurance policy.

**(IF COMPLEX, CHECK REASON BELOW)**

<input type="checkbox"/> 1. Unusually large number of parties.	<input type="checkbox"/> 6. Problems locating or preserving evidence
<input type="checkbox"/> 2. Unusually large number of claims or defenses.	<input type="checkbox"/> 7. Pending parallel investigations or actions by government.
<input type="checkbox"/> 3. Factual issues are exceptionally complex	<input type="checkbox"/> 8. Multiple use of experts.
<input type="checkbox"/> 4. Greater than normal volume of evidence.	<input type="checkbox"/> 9. Need for discovery outside United States boundaries.
<input type="checkbox"/> 5. Extended discovery period is needed.	<input type="checkbox"/> 10. Existence of highly technical issues and proof.

**CONTINUED ON REVERSE**

<b>FOR OFFICE USE ONLY</b>			
RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ <i>(Referral)</i>	NATURE OF SUIT _____	CAUSE OF ACTION _____

**VI. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK
- 880 DEFEND TRADE SECRETS ACT OF 2016 (DTSA)

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT
- 835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - a/k/a Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395f)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 485 TELEPHONE CONSUMER PROTECTION ACT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT 899
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTITRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

**\* PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

**VII. REQUESTED IN COMPLAINT:**

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ \_\_\_\_\_  
 JURY DEMAND  YES  NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

**VIII. RELATED/REFILED CASE(S) IF ANY**

JUDGE \_\_\_\_\_ DOCKET NO. \_\_\_\_\_

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. \_\_\_\_\_, WHICH WAS DISMISSED. This case  IS  IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims American Standard Miscalculated Tax for Total Loss Claims in Georgia](#)

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