

GEICO

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**Maryland
Family
Automobile
Insurance
Policy**

Government Employees Insurance Company
Government General Insurance Company
GEICO Indemnity Company
GEICO Casualty Company

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

We, the Company named in the Declarations attached to this policy, agree with *you*, in return for *your* payment of the premium when due, to insure *you*, subject to all the terms of this policy.

Acting in reliance on the information *you* have furnished us, we will insure *you* for the Coverages and the Coverage Limits for which a premium is shown in the Declarations.

SECTION I - LIABILITY COVERAGES - Bodily Injury Liability and Property Damage Liability
Your Protection Against Claims From Others

DEFINITIONS

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

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

LOSSES WE WILL PAY

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

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

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an insured in a covered lawsuit.

3. All interest accruing on that amount of a judgment which represents our limit of liability, until we have paid, offered, or deposited in court that part of a judgment not exceeding the limit of our liability.
4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of liability.
5. Premiums for bail bonds paid by an **insured** due to traffic law violations arising out of the use of an **owned auto** or **non-owned auto**, not to exceed \$250 per bail bond.

We will upon request by an **insured**, provide reimbursement for the following items:

- a. Costs incurred by any **insured** for first aid to others at the time of an accident involving an **owned auto** or **non-owned auto**.
- b. Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.
- c. All reasonable costs incurred by an **insured** at our request.

EXCLUSIONS

We will not pay damages if any one of the following exclusions apply: 1., 2., 4., 7., 8., 9., 10., 11., 13., 14., 15., and 16.

We will neither pay damages nor defend any suit for damages if one or more of the following exclusions apply: 3., 5., 6., or 12.

Section I does not apply:

1. to **bodily injury** to any **insured**, or to any **relative** of an **insured** residing in his household in excess of the financial responsibility limits required by Maryland law. This exclusion does not apply if the first named insured has purchased Supplemental Resident Relative Liability coverage.
2. to any vehicle used to carry passengers or goods for hire. This exclusion does not apply to damages within the minimum financial responsibility limits for the state of Maryland. However, a vehicle used in an ordinary carpool on a ride sharing or cost sharing basis is covered.
3. to **bodily injury** or property damage caused intentionally by or at the direction of an **insured**.
4. to **bodily injury** or property damage that is insured under a nuclear liability policy in excess of the financial responsibility limits required by Maryland law.
5. to **bodily injury** or property damage arising from the operation of farm machinery.
6. to **bodily injury** to an employee of an **insured** arising out of and in the course of employment by an **insured**.
However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.
7. to **bodily injury** to a fellow employee of an **insured** if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if worker's compensation or other similar coverage is available. This exclusion does not apply to damages within the minimum financial responsibility limits for the state of Maryland. We will defend **you** if a suit is brought by a fellow employee against **you** alleging use, ownership or maintenance of an auto by **you**.
8. to an **owned auto** while used by a person (other than **you** or a **relative**) when he is employed or otherwise engaged in the **auto business** in excess of the financial responsibility limits required by Maryland law.
9. to a **non-owned auto** while maintained or used by any person while such person is employed or otherwise engaged in (a) any **auto business** if the accident arises out of that business; (b) any other business or occupation of any **insured** if the accident arises out of that business or occupation, except a **private passenger auto** used by **you** or **your** chauffeur or domestic servant while engaged in such other business. This exclusion does not apply to damages within the minimum financial responsibility limits required by Maryland law.
10. to damage to:
 - (a) property, including motor vehicles of any type, owned by an **insured**; or
 - (b) property, including motor vehicles of any type, rented to, transported by, or in charge of an **insured** other than a residence while rented to or leased to an **insured** or a private garage while rented to or leased by an **insured**.

Exclusion 10. (b) applies in excess of the financial responsibility limits required by Maryland law.
Exclusion 10. (b) does not apply to claims made by a resident **relative** of **your** household if the first named insured has purchased Supplemental Resident Relative Liability coverage.
11. in excess of the financial responsibility limits required by Maryland law to an auto acquired by **you** during the policy term, if **you** have purchased other liability insurance for it.

12. to:

- (a) the United States of America or any of its Agencies;
- (b) any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.

13. to any liability assumed under any contract or agreement. This exclusion does not apply to damages within the minimum financial responsibility limits for the state of Maryland.

14. to **bodily injury** or property damage caused by an auto driven in or preparing for, whether or not prearranged or organized, any racing, speed or demolition contest or stunting activity of any nature. This exclusion does not apply to damages within the minimum financial responsibility limits for the state of Maryland.

15. to punitive or exemplary damages recovered or potentially recoverable from any **insured** arising from the use or abuse of alcohol, medication or drugs. This exclusion does not apply to damages within the minimum financial responsibility limits for the state of Maryland.

16. to **bodily injury** or property damage caused by **war**, whether or not declared, civil **war**, insurrection, rebellion or revolution. This exclusion does not apply to damages below the minimum financial responsibility limits for the state of Maryland.

PERSONS INSURED

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

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

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

1. (a) **you**;
- (b) **your relatives** when using a **private passenger auto, utility auto, farm auto, or trailer**.

Such use by **you** or **your relatives** must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permission.

2. A person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an **insured** under 1. above.

The coverage limits stated in the Declarations are our maximum obligations regardless of the number of **insureds** involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

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

OUT OF STATE INSURANCE

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

LIMITS OF LIABILITY

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

1. The limit of Bodily Injury Liability stated in the Declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of one occurrence.
2. The limit of Bodily Injury Liability stated in the Declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of any one occurrence.
3. The limit of Property Damage Liability stated in the Declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

OTHER INSURANCE

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

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

CONDITIONS

The following conditions apply to **Section I**:

1. NOTICE

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

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

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

2. TWO OR MORE AUTOS

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

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

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

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

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

4. ACTION AGAINST US

No suit will lie against us:

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

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

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

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

5. SUBROGATION

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

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

SECTION II - PERSONAL INJURY PROTECTION

Protection For **Injured Persons For Medical Expenses, Income Continuation, Funeral Expenses & Essential Services**

Personal Injury Protection Options

Option	Limits of Liability	Option	Limits of Liability
1	\$2,500	A	\$2,500/W Personal Injury Protection Waiver Signed
2	\$5,000	B	\$5,000/W Personal Injury Protection Waiver Signed
3	\$7,500	C	\$7,500/W Personal Injury Protection Waiver Signed
4	\$10,000	D	\$10,000/W Personal Injury Protection Waiver Signed

DEFINITIONS

The definitions of **bodily injury**, **relative**, and **you** in Section I apply to Section II. The following special definitions apply:

1. **Essential services benefits** means payment for reasonable and necessary expenses for personal services, incurred within three (3) years from the date of the accident, which the **injured person** would have performed for the care of his family but for the injury.
2. **Funeral services** means funeral, burial or cremation services.
3. **Income** means money earned in gainful employment and other earnings from businesses or farms owned individually, jointly or in partnership and to the extent that those earnings are paid or payable in property or services rather than cash, **income** means reasonable value of the property or services.
4. **Income continuation benefits** means payment for loss of gross **income** incurred within three (3) years from the accident date; but payment will not exceed 85% of **income** lost and will stop on the death of the **injured person**.
5. **Income producer** means a person who at the time of the accident was earning or producing **income** from his occupation.
6. **Injured person** means:
 - (a) **you** or any **relative** who sustains **bodily injury** in a **motor vehicle** accident;
 - (b) any other natural person who sustains **bodily injury**: (i) while a guest or passenger in the **insured auto**; or (ii) while using the **insured auto** with **your** express or implied permission; or (iii) while a **pedestrian** through being struck by the **insured auto**.

When a Personal Injury Protection Waiver, pursuant to Maryland Annotated Insurance Code Section 19-506, is signed, an **injured person** does not include:

- (a) all named insureds;
 - (b) all listed drivers;
 - (c) all members of the first named insured's family residing in the first named insured's household who are 16 years of age or older; and
 - (d) any injured pedestrian, passenger or driver of an **insured auto** who had Personal Injury Protection benefits waived under any Maryland automobile liability insurance policy.
7. **Insured auto** means an auto owned by **you**, to which the Section I coverages of this policy apply and for which we have charged a specific premium.
 8. **Medical expense benefits** means payment for all reasonable and necessary expenses for medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and **funeral services** arising from the accident and incurred within three (3) years from the accident date.
 9. **Motor vehicle** means an auto and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power.
 10. **Occupying** means in or upon or entering into or alighting from.
 11. **Pedestrian** means any person not **occupying** a **motor vehicle**. Persons in, on, or alighting from a vehicle operated by animal or muscular power, or those on or alighting from an animal are considered to be pedestrians.

LOSSES WE WILL PAY

We will pay to or for the **injured person** the following benefits for loss and expense incurred because of **bodily injury** caused by an accident and involving a **motor vehicle**:

1. **medical expense benefits** for each **injured person**.
2. **income continuation benefits** for each **injured person** who was an **income producer** at the time of the accident.
3. **essential services benefits** for each **injured person** who was not an **income producer** at the time of the accident.

EXCLUSIONS

Section II does not apply:

1. to any person who intentionally causes an accident.
2. to a person injured while operating or voluntarily riding in an auto which he knows to be stolen.
3. to a person injured while committing a felony or trying to evade a police officer.
4. to a person injured as a result of his ownership, maintenance or use of a motorcycle.
5. to **you** and **your relatives** if injured while in, or through being struck by, any **motor vehicle** which is not an **insured auto** if it is owned by **you** or a **relative** or available for the regular use of either.

6. to any person if injured while in or through being struck by a **motor vehicle** (other than an **insured auto**) covered by another Maryland no-fault policy except to the extent that the Personal Injury Protection coverage on the **insured auto** is in excess of that on the involved **motor vehicle**.
7. to **essential services benefits** for services performed by members of the **injured person's** household.
8. to a **pedestrian** injured in an accident outside of Maryland when such **pedestrian** is not a Maryland resident.
9. to a person who is the owner of a **motor vehicle** and fails to maintain security sufficient to meet the financial responsibility requirements of Section 17-103 of the Transportation Article of Maryland Statutes.

LIMITS OF LIABILITY

Regardless of the number of policies available, claims made, **insured autos** or persons to which this coverage applies, our total limit of liability for all personal injury protection benefits paid to or for any one person injured in any one **motor vehicle** accident is the amount shown in the policy Declarations as applicable to "each person" for the **insured auto** involved in the accident. If an **insured** is eligible to claim benefits as the result of an accident in which the **insured auto** is not involved, this coverage shall be limited to the amount shown in the Declarations for any one **insured auto**.

All amounts payable will be reduced by the amount of any medical or disability coverage collectible from the insurer of the **motor vehicle**, and by the amount of workmen's compensation benefits recovered by or on behalf of an **injured person**.

CONDITIONS

The following conditions apply to Section II:

1. NOTICE

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

- (a) the time, place and details of the accident; and
- (b) the names and addresses of the **injured persons**.

2. ACTION AGAINST US

Suit shall not lie against us unless there has been full compliance with all the terms of this insurance.

3. MEDICAL REPORTS; ORIGINAL CLAIM FOR BENEFITS

As soon as possible and within no more than 12 months after the accident date, the **injured person** or his representative shall provide us with an original claim for benefits and with all information which we require to determine the amount payable. If loss of wages benefits are claimed, the **injured person** or his representative shall authorize us to obtain loss of wages information as we may reasonably need to verify the amount payable.

The **injured person** shall submit to medical examination at our expense by doctors chosen by us, as we may reasonably require. He, or his representative, shall authorize us to obtain medical reports and copies of records.

Forms furnished by us are to be used in submitting an original claim for benefits unless we fail to provide the forms within 15 days after receiving notice of a claim.

If medical benefits or loss of wages benefits terminate and the **injured person** later requests further benefits under the original claim for **bodily injury**, he, or his representative, shall submit to us reasonable medical proof of recurrence.

4. PROMPT PAYMENT OF CLAIMS

We will make personal injury protection benefit payments within 30 days after satisfactory proof of claim has been received by us.

5. OTHER INSURANCE

If **you** or a **relative** are injured while in, or as a **pedestrian** through being struck by, a **motor vehicle** not insured as required by Maryland law, and there is no other Personal Injury Protection coverage available for **you** injuries, we will reduce our amount payable to the extent of any medical and disability benefits applicable to that **motor vehicle** and collectible from its insurer.

SECTION III - PHYSICAL DAMAGE COVERAGES

Your Protection For Loss Or Damage To Your Auto

DEFINITIONS

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

1. **Actual cash value** is the replacement cost of the auto or property less **depreciation** and/or **betterment**.
2. **Betterment** is improvement of the auto or property to a value greater than its pre-loss condition.
3. **Collision** means **loss** caused by upset of the **owned** or **non-owned auto** or its collision with another object, including an attached vehicle.

Losses caused by the following are comprehensive **losses**:

(a) missiles; (b) falling objects; (c) fire; (d) lightning; (e) theft; (f) larceny; (g) explosion; (h) earthquake; (i) windstorm; (j) hail; (k) water; (l) flood; (m) malicious mischief; (n) vandalism; (o) riot; (p) civil commotion; or (q) colliding with a bird or animal.

4. **Competent** refers to a business licensed to repair and replace auto glass.

5. **Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

- (a) are permanently installed or attached; or
- (b) alter the appearance or performance of a vehicle.

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

6. **Depreciation** means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness, or other causes.

7. **Insured** means:

(a) regarding the **owned auto**:

(i) **you** and **your relatives**;

(ii) a person or organization maintaining, using or having custody of the auto with **your** permission, if the use is within the scope of that permission.

(b) regarding a **non-owned auto**: **you** and **your relatives**, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.

8. **Loss** means direct and accidental loss of or damage to:

- (a) the auto, including its equipment; or
- (b) other insured property.

9. **Non-owned auto** means a **private passenger auto**, **utility auto**, **farm auto**, or **trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You** or **your relative** must be using the auto or **trailer** within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for **your** regular use.

10. **Owned auto** means:

(a) any vehicle described in this policy for which a specific premium charge indicates there is coverage;

(b) a **private passenger**, **farm or utility auto** or a **trailer**, ownership of which is acquired by **you** during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more; if

(i) it replaces an **owned auto** as described in (a) above, or

(ii) we insure all **private passenger**, **farm**, **utility autos** and **trailers** owned or leased by you on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward;

(c) a **temporary substitute auto**.

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

LOSSES WE WILL PAY

Comprehensive Coverage (Excluding **Collision**)

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

No deductible will apply to **loss** caused by fire, lightning, smoke, smudge, or damage sustained while the vehicle is being transported on any conveyance.

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

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

- (a) fire;
- (b) lightning;
- (c) flood;
- (d) falling objects;
- (e) earthquake;
- (f) explosion; or
- (g) theft of the entire auto.

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

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

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

Collision Coverage

1. We will pay for **collision loss** to the **owned** or **non-owned auto** for the amount of each **loss** less the applicable deductible.
2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.
3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

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

EXCLUSIONS

Section III does not apply:

1. to an auto used to carry passengers or goods for hire. However, a vehicle used in an ordinary carpool on a ride sharing or cost sharing basis is covered.
2. to **loss** due to **war**.
3. to a **non-owned auto** when used by the **insured** in the **auto business**.
4. to damage caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
5. to tires, when they alone are damaged by **collision**.
6. to **loss** due to radioactivity.
7. to **loss** to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound.
8. to any radar or laser detector.
9. to **trailers** when used for business or commercial purposes with vehicles other than **private passenger, farm or utility autos**.
10. to **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
11. to any liability assumed under any contract or agreement.
12. to any **loss** resulting from:
 - (a) the acquisition of a stolen vehicle;
 - (b) any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle; or
 - (c) any confiscation, seizure or impoundment of a vehicle by governmental authorities.
 - (d) the sale of an **owned auto**.
13. to the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you**, a **relative** or a permissive user of the vehicle in illegal activity.
14. to any **loss** caused by participation in or preparing for, whether or not prearranged or organized, any racing, speed or demolition contest or stunting activity of any nature.
15. to any **loss** caused intentionally by or at the direction of an **insured**.

LIMITS OF LIABILITY

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

1. is the **actual cash value** of the property at the time of **loss**;

2. will not exceed the cost to repair or replace the property at the time of **loss**, or any of its parts, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the **loss**;
3. to personal effects arising out of one occurrence is \$200;
4. to a **trailer** not owned by **you** is \$500;
5. for accidents occurring in the Republic of Mexico, the amount payable shall be based on the cost of repairs at the nearest point in the United States of America. In no event shall our liability exceed the **actual cash value** of the auto.
6. for **custom parts** or **equipment** is limited to the **actual cash value** of the **custom parts** or **equipment**, not to exceed the **actual cash value** of the vehicle.
7. for glass repair or replacement, is not to exceed the prevailing competitive price. Although **you** have the right to choose any glass repair facility or location, the limit of liability for **loss** to window glass is the cost to repair or replace such glass but will not exceed the prevailing competitive price. This is the price we can secure from a **competent** and conveniently located glass repair facility. At **your** request, we will identify a glass repair facility that will perform the repairs at the prevailing competitive price.

Actual cash value of property will be determined at the time of the loss and will include an adjustment for **depreciation** and/or **betterment** and for the physical condition of the property.

OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro-rata share of the total coverage available. Any insurance we provide for a vehicle **you** do not own shall be excess over any other collectible insurance.

CONDITIONS

The following conditions apply only to the Physical Damage coverages:

1. NOTICE

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

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

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

2. TWO OR MORE AUTOS

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

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

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

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

4. ACTION AGAINST US

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

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

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

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

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

6. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire.

The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

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

7. PAYMENT OF **LOSS**

We may at our option:

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

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

8. NO BENEFIT TO BAILEE

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

9. SUBROGATION

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

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

SECTION IV - UNINSURED MOTORISTS COVERAGE

Protection For You And Your Passengers For Injuries Caused By Uninsured and Hit-And-Run Motor Vehicles

DEFINITIONS

The words italicized in this Section are defined below.

1. **Bodily injury** means bodily injury, sickness, or disease, including death, sustained by **you, your relatives** or any other person **occupying** an **insured auto** with **your** consent.
2. **Hit-and-run motor vehicle** means a motor vehicle which causes an accident resulting in **bodily injury** to an **insured** or **property damage** provided:
 - (a) the owner or operator cannot be identified;
 - (b) the **insured** or someone on his behalf reports the accident within 24 hours, or as soon thereafter as practicable, to the nearest office of an authorized police authority;
 - (c) the **insured** or someone on his behalf files with us, within 30 days after requested, a statement under oath that the **insured** or his legal representative has a cause or causes of action arising out of the accident for damages against a person or persons whose identity cannot be determined and setting forth facts supporting the statement; and
 - (d) at our request, the **insured**, or his legal representative, makes the auto which the **insured** was **occupying** at the time of the accident available for our inspection.
3. **Insured** means:
 - (a) **you** and **your** spouse if a resident of the same household;
 - (b) **your relative** if a resident of your household;
 - (c) any other person while **occupying** an **owned auto**.
 - (d) any person who is entitled to recover damages because of **bodily injury** or **property damage** sustained by an **insured** under (a), (b), or (c) above.

If there is more than one **insured**, our limit of liability will not be increased.

4. **Insured auto** is an auto:

- (a) described in the Declarations and covered by the Bodily Injury and Property Damage Liability coverages of this policy;
- (b) a **temporary substitute** auto; or
- (c) operated by **you** or **your** spouse if a resident of the same household.

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

- (i) an auto used to carry passengers or goods for hire except in a carpool on a ride sharing or cost sharing basis;
- (ii) an auto being used without the owner's permission; or
- (iii) under subparagraphs (b) and (c) above, an auto owned by or furnished for the regular use of an **insured**.

5. **Property damage** means injury to or destruction of:

- (a) an **insured auto** owned by **you**;
- (b) any property in the **insured auto** owned by **you**, any **relative** or other person **occupying** the **insured auto**; or
- (c) any other property owned by the **insured** if located in Maryland.

6. **Occupying (Occupied)** means in, upon, entering into or alighting from an auto.

7. **Relative** means a person related to **you** who resides in your household.

8. **State** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.

9. **Uninsured motor vehicle** is:

- (a) a motor vehicle to which there is at the time of the accident no applicable Bodily Injury or Property Damage Liability bond or insurance policy which complies with the financial responsibility laws of Maryland. This term also includes an auto the insurer of which is or becomes insolvent or denies coverage; or
- (b) a **hit-and-run motor vehicle** as defined; or
- (c) a motor vehicle whose ownership, maintenance, or use has resulted in the **bodily injury** or death of an **insured**, and for which the sum of the limits of liability under all valid and collectible liability insurance policies, bonds, and securities applicable to **bodily injury** or death:
 - (i) is less than the amount of coverage provided to the **insured** under this Uninsured Motorists coverage; or
 - (ii) has been reduced by payment to other persons of claims arising from the same occurrence to an amount less than the coverage provided under this Uninsured Motorists coverage.

The limit of our liability is the amount of Uninsured Motorists coverage as stated in the Declarations less the amount paid to the **insured** that exhausts any applicable liability insurance policies, bonds, and securities on behalf of any person who may be held liable for the **bodily injury** or death of the **insured**.

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

- (a) an **insured auto**;
- (b) a motor vehicle owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;
- (c) a motor vehicle owned by the United States of America, any other national government, a **state**, or a political subdivision of any such government or its agencies;
- (d) a land motor vehicle or trailer operated on rails or crawler-treads or located for use as a residence or premises;
- (e) a farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads; or
- (f) a motor vehicle furnished for the regular use of **you**, **your** spouse, or a **relative** who resides in **your** household.

10. **You and your** means the policyholder named in the Declarations and his or her spouse if a resident of the same household.

LOSSES WE WILL PAY

We will pay damages for **bodily injury** and **property damage** caused by an accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** arising out of the ownership, maintenance or use of that vehicle.

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

EXCLUSIONS

Section IV does not apply:

1. to **bodily injury** to an **insured** if the **insured** or his legal representative has made a settlement of his claim which exhausts the applicable **bodily injury** or death limits of the liability insurance without our prior written consent unless:
 - (a) we are notified in writing by Certified Mail that a tentative agreement to settle for the liability limits of the owner or operator of the other vehicle has been reached;
 - (b) we did not make a payment equal to the tentative settlement amount to our **insured** within 30 days of our refusal to consent to the settlement offer; and
 - (c) we responded to the written notice of settlement within 60 days.

2. to **bodily injury** sustained by **you** or **your relatives** while **occupying**, or through being struck by, an **uninsured motor vehicle** owned by **you** or **your relatives**.
3. to an **insured's** property damaged while in, or through being struck by an **uninsured motor vehicle** owned by an **insured**.
4. to **bodily injury** sustained by an **insured** while occupying a motor vehicle owned by an **insured** and not described in the Declarations and not covered by the Bodily Injury and Property Damage liability coverages of this policy.
5. to any workers' or workmen's compensation insurer, self-insurer or disability benefits insurer in excess of the financial responsibility limits required by Maryland law.
6. to the United States of America or any of its agencies.
7. to the first \$250 of **property damage** to the property of each **insured** which is damaged in any one accident.
8. to any insurer either directly or indirectly.

PERSONS INSURED

This coverage applies to the following persons as **insureds**:

1. **you** and **your relatives**;
2. any other person **occupying** an **insured auto** with **your** consent;
3. any other person entitled to recover damages because of **bodily injury** to a person described in 1. or 2. above.

LIMITS OF LIABILITY

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

1. The limit of liability for Uninsured Motorists coverage stated in the Declarations as applicable to "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of one accident.
2. The limit of liability for Uninsured Motorists coverage stated in the Declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages including damages for care and loss of services, due to **bodily injury** sustained by two or more persons as the result of one accident.
3. The limit of Uninsured Motorists Property Damage Liability coverage stated in the Declarations is the total limit of our liability for all such damages, including damages for loss of use of an auto owned by **you**, sustained in any one accident.
4. When coverage is afforded to two or more autos under this policy, the limits of liability shall apply separately to each auto as stated in the Declarations. But these limits may not be combined so as to increase the stated coverage for the auto involved in the accident.

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

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

- (a) paid by or for all persons or organizations liable for the injury;
 - (b) paid under the Bodily Injury and Property Damage coverages of this policy;
 - (c) recovered under any workers' or workmen's compensation law, disability benefits law or any similar law, exclusive of non-occupational disability benefits; or
 - (d) paid under a property insurance policy.
5. Any payment made under this coverage shall reduce any amount the **insured** is entitled to receive from the Bodily Injury or Property Damage coverages of this policy.
 6. Any amounts paid under the Physical Damage coverages of this policy are not covered under this insurance.
 7. We will not be obligated to make any payment under this coverage until all bodily injury and property damage insurance policies available to the **uninsured motor vehicle** and applicable to the accident have been exhausted by the payment of judgments or settlements.

CONDITIONS

The following conditions apply to the Uninsured Motorists coverage:

1. NOTICE
As soon as possible after an accident, notice must be given us or our authorized agent stating:
 - (a) the identity of the **insured**;
 - (b) the time, place and details of the accident; and
 - (c) the names and addresses of the injured, and of any witnesses.

If the **insured** or his legal representative files suit before we make a settlement under this coverage, he must notify us of the suit. The notice shall be detailed to enable us to secure whatever information we may require to protect our interest.

2. PROOF OF CLAIM

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

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

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

The injured person, or in the event of his incapacity or death, his legal representative, must, at our request, authorize us to obtain medical reports and copies of records.

Any person making a claim for damage to property must, within 60 days from the date of accident, file with us a sworn proof of loss. This will be a statement explaining the ownership of the property, its value, any liens or mortgages on the property, and the time, place and circumstances of the accident. Any other insurance on the property must be disclosed to us. The damaged property must be made available for our inspection upon our request.

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

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

4. OTHER INSURANCE - BODILY INJURY

When an **insured occupies** an auto or other motor vehicle not described in this policy, this insurance is excess over any other similar insurance available to the **insured**. The insurance which applies to the occupied auto or other motor vehicle is primary.

Except as provided above, if the **insured** has other similar insurance available to him and applicable to the accident, the damages will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the **insured** has other insurance against a loss covered by the Uninsured Motorists provisions of this policy, we will not be liable for more than our pro-rata share of the total coverage available.

5. OTHER INSURANCE - PROPERTY DAMAGE

This insurance is excess over any other insurance of any kind applicable to **property damage**. We will pay under this coverage only the amount by which the limit for this coverage is greater than the other insurance available.

6. TRUST AGREEMENT

Whenever we make a payment under this coverage and have not waived our rights by failing, within 60 days of receipt of any written notice of a tentative agreement to settle for the liability limits, to make a payment equal to the tentative settlement amount:

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

7. PAYMENT OF LOSS

Any amount due is payable:

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

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

8. ACTION AGAINST US

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

SECTION V - GENERAL CONDITIONS
These Conditions Apply To All Coverages In This Policy

1. TERRITORY

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

2. POLICY PERIOD

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

3. PREMIUM

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

4. CHANGES

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

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

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

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

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

5. DISPOSAL OF VEHICLE

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

6. ASSIGNMENT

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

If **you** die, this policy will cover:

- (a) **your** surviving spouse, if covered under the policy prior to **your** death, and until the expiration of the policy term;
- (b) the executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties;
- (c) any person having proper temporary custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate.

7. CANCELLATION BY THE **INSURED**

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

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

8. CANCELLATION BY US

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

We will mail this notice:

- (a) 10 days in advance if the proposed cancellation is for nonpayment of premium or any of its installments when due;
- (b) 45 days in advance in all other cases.

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

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

Payment or tender of unearned premium is not a condition of cancellation.

9. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to you, at the address shown in this policy, at least 45 days prior to the expiration date. The mailing or delivery of this notice by us will be sufficient proof of notice. This policy will expire without notice if any of the following conditions exist:

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

10. OTHER INSURANCE

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

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

11. DIVIDEND PROVISION

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

12. DECLARATIONS

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

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

13. FRAUD AND MISREPRESENTATION

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

- (a) at the time application is made; or
- (b) at anytime during the policy period; or
- (c) in connection with the presentation or settlement of a claim.

14. EXAMINATION UNDER OATH

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

15. TERMS OF POLICY CONFORMED TO STATUTES

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

16. CHOICE OF LAW

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

SECTION VI -- AMENDMENTS AND ENDORSEMENTS

SPECIAL ENDORSEMENT -- UNITED STATES GOVERNMENT EMPLOYEES

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

3. For vehicles described in A.2. above, our liability shall not exceed the lesser of the following:
- (a) the actual cash value of the property at the time of the occurrence; or
 - (b) the cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) the limit of Property Damage Liability coverage stated in the Declarations.

This insurance is excess over other valid and collectible insurance.



J. C. Stewart
Secretary



O. M. Nicely
President

• GOVERNMENT EMPLOYEES INSURANCE COMPANY •
GEICO CASUALTY COMPANY
GEICO GENERAL INSURANCE COMPANY
GEICO INDEMNITY COMPANY
HOME OFFICE
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