



AlaFile E-Notice

69-CV-2024-900015.00

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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA

DEMETRIA WALKER V. ALFA INSURANCE CO. OF ALABAMA, INC.
69-CV-2024-900015.00

The following complaint was FILED on 3/13/2024 4:51:47 PM

Notice Date: 3/13/2024 4:51:47 PM

PAIGE SMITH
CIRCUIT COURT CLERK
BARBOUR COUNTY, ALABAMA
405 EAST BARBOUR STREET
SUITE 3, ROOM 119
EUFAULA, AL, 36027

334-687-1500
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ELECTRONICALLY FILED
3/13/2024 4:51 PM
69-CV-2024-900015.00
CIRCUIT COURT OF
BARBOUR COUNTY, ALABAMA
PAIGE SMITH, CLERK

State of Alabama
Unified Judicial System

Form C-34 Rev. 7/2023

SUMMONS
-CIVIL-

IN THE COURT OF COUNTY, ALABAMA
(Circuit, District, or Juvenile) (Name of County)

v.

[Name(s) of Plaintiff(s)]

[Name(s) of Defendant(s)]

NOTICE TO:

(Name and Address of Defendant)

THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S),

[Name(s) of Attorney(s)]

ADDRESS(ES) IS/ARE:

Address(es) of Plaintiff(s) or Attorney(s)

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT.

TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY THE ALABAMA RULES OF CIVIL PROCEDURE TO SERVE PROCESS:

[] You are hereby commanded to serve this Summons and a copy of the Complaint or other document in this action upon the above-named Defendant.

[] Service by certified mail of this Summons is initiated upon the written request below of [Name(s)] pursuant to the Alabama Rules of Civil Procedure.

(Date)

(Signature of Clerk)

By:

(Name)

[] Certified Mail is hereby requested.

(Plaintiff's/Attorney's Signature)

RETURN ON SERVICE

Certified Mail

[] Return receipt of certified mail was received in this Office on (Date)

Personal / Authorized

[] I certify that I personally delivered a copy of this Summons and the Complaint or other document to (First and Last Name of Person Served) in (Name of County) County, Alabama on (Date)

Documents left:

- [] with above-named Defendant;
[] with an individual authorized to receive service of process pursuant to Rule 4(c), Alabama Rules of Civil Procedure;
[] at the above-named Defendant's dwelling house or place or usual place of abode with some person of suitable age and discretion then residing therein.

Return of Non-Service

[] I certify that service of process of this Summons and the Complaint or other document was refused by (First and Last Name of Person Served) in (Name of County) County, Alabama on (Date) who is:
[] the above-named Defendant;
[] an individual authorized to receive service of process pursuant to Rule 4(c), Alabama Rules of Civil Procedure.

[] As a designated process server pursuant to Rule 4(i)(1)(B), Alabama Rules of Civil Procedure, I certify that I am at least 19 years of age, I am not a party to this proceeding, and I am not related within the third degree by blood or marriage to the party seeking service of process.

(Type of Process Server)

(Server's Signature)

(Physical Address of Designated Process Server)

(Official Title of Sheriff or Constable)

(Server's Printed Name)

(Telephone Number of Designated Process Server)

(Badge or Precinct Number of Sheriff or Constable)



**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA
(Eufaula Division)**

**DEMETRIA WALKER, on behalf of
herself and all others similarly situated as
defined herein,**)

Plaintiff,)

v.)

**AFLA MUTUAL INSURANCE
COMPANY,**)

Defendant.)

CIVIL ACTION NO.: _____

CLASS ACTION

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff, Demetria Walker, on behalf of herself and all others similarly situated as defined herein, files this Class Action Complaint against Alfa Mutual Insurance Company (“Alfa” or “Defendant”), and in support thereof states the following:

NATURE OF THE CLAIM

1. Plaintiff, Demetria Walker, was a named insured under an Alfa automobile policy issued for private passenger auto physical damage, including comprehensive and collision coverage.

2. Plaintiff brings this action seeking to represent Alabama citizens residing in the state of Alabama who are first-party insureds under Alfa automobile policies and who incur a total loss to an insured vehicle.

3. Plaintiff’s standard form automobile policy with Alfa obligates Alfa to pay the insured “Actual Cash Value” on total loss claims. Alfa’s policy does not define the term “Actual Cash Value.”

4. The adjustment of total loss claims in Alabama is subject to Ala. Admin. Code 482-1-125.08 (the “Total Loss Regulation”).

5. As shown herein, Total Loss Regulation provides that the insurer shall pay “all applicable taxes, license fees and other fees incident to transfer of ownership of a comparable vehicle.”

6. In Alabama, a person registering a motor vehicle is required to pay, in addition to state sales tax, additional state, county, city, license fees and tag fees and also school fees (collectively “Additional Fees”).

7. As set forth in detail hereafter, Alfa has a standard and ongoing practice in Alabama of failing and/or refusing to pay the Additional Fees to Alabama total loss insureds. Alfa’s practice is violative of the policy, as well as of Alabama law.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action because the amount in controversy exceeds the jurisdictional minimum of the Court. Venue is proper in this Court and division because Plaintiff resides in this county, the subject policy was sold in this county, and the locus of the harm at issue occurred in this county.

THE PARTIES AND PLAINTIFF’S TOTAL LOSS

9. At all times material hereto, Plaintiff Demetria Walker was domiciled in Alabama and was a citizen of the State of Alabama.

10. Defendant Alfa Mutual Insurance Company is an Alabama insurance company headquartered and conducting business in Alabama. Alfa has its corporate headquarters in Montgomery, Alabama.

11. Plaintiff made a first-party total vehicle loss claim under the Alfa Policy with a loss date of November 24, 2022 (“Plaintiff’s Total Loss”).

12. The Alfa Policy provided coverage for Plaintiff's Total Loss.

13. Alfa investigated and approved Plaintiff's claim, declaring her vehicle a total loss, thus triggering Alfa's contractual obligations regarding payment of Plaintiff's total loss claim.

ALFA'S STANDARD FORM POLICY

14. Defendant utilizes a standard form policy (the "Policy," attached hereto as Exhibit A) within the State of Alabama. The Policy language related to comprehensive and collision coverage for total loss vehicles is present in every automobile policy issued by Alfa in Alabama. The Policy language which is standardized in all relevant and material ways, is as follows:

"Our limits of liability for loss to the covered car or non-owned car or any part, clothes or luggage, shall not exceed the actual cash value or what it would cost to repair or replace the property with like kind and quality."

Ex. A, p. 8.

The Policy further states that "Actual Cash Value is determined by the market, age, and condition of the vehicle at the time the loss occurs." Ex. A, p. 2.

15. Plaintiff's Total Loss: At all times material hereto, in November 2022, Plaintiff owned a 2009 Acura sedan VIN #19UUA6219A014682 which was covered by the Policy ("Insured Vehicle"). *See* Ex. A.

16. At all times material hereto, Plaintiff insured the vehicle under an insurance policy issued by Defendant.

17. On or about November 24, 2022, Plaintiff was involved in an accident while operating the Insured Vehicle. As a result of said accident, Plaintiff filed a claim for property damage with Defendant, claim number A0000688828.

18. Following the filing of said claim, Defendant determined that the Insured Vehicle was a total loss with an "Actual Cash Value" of \$7,931.13, to which tax was added and a deductible

applied, resulting in a total payable amount of \$7,728.255. This is the amount paid by Alfa for Plaintiff's total loss claim. (see documents attached as Exhibit B hereto).

19. However, Alfa failed and refused to pay the Additional Fees applicable to Plaintiff's Total Loss.

20. Alfa has a standard and widespread practice of failing and/or refusing to pay said Additional Fees to its first-party total loss insureds in Alabama.

21. Defendant's payment of merely the loss vehicle's base value plus sales taxes without payment of the Additional Fees legally owed constitutes a breach of Plaintiff's Policy.

22. Plaintiff paid all premiums owed and otherwise satisfied all conditions precedent such that her insurance policy was in effect and operational at the time of the accident.

**ALFA'S FAILURE TO PAY THE REQUIRED ADDITIONAL FEES CONSTITUTES A
BREACH OF ITS FORM INSURANCE POLICY AND IS ALSO VIOLATIVE OF
ALABAMA LAW**

23. Defendant's practices as described herein not only violate Alfa's standard form insurance policy, but also violate governing Alabama law.

24. In accordance with Alfa's policy and governing Alabama law, namely, Ala. Admin. Code 482-1-125-.08(1), Plaintiff sought, and Alfa was contractually obligated to provide, insurance benefits constituting a "cash 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 and condition, similar options and mileage, including all applicable taxes, license fees and other fees incident to the transfer of ownership of a comparable vehicle. 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. Such cost may be derived pursuant to the Alabama Department of Revenue Regulations regarding total loss." (*Id.*)

25. Alfa has breached its standard form contract and violated applicable Alabama law by failing and/or refusing to pay the Additional Fees as described herein. Alfa has refused and/or

failed to pay the required Additional Fees in accordance with its policy and contractual obligations, and also in accordance with Alabama law governing total loss claims.

26. Per Alfa's standard form policy, Alfa was contractually obligated to pay "Actual Cash Value" for Plaintiff's total loss claim. The term "Actual Cash Value" is not defined by Alfa in its standard form policy. Alfa's contractual obligation to pay "Actual Cash Value" for total loss claims includes the taxes and Additional Fees for several reasons including, but not limited to,:

- a. Alabama's total loss regulation is incorporated into the Policy in accordance with Alabama law. Alfa recognizes its legal obligation in this regard as required by Alabama law, as it paid Plaintiff taxes on her total loss claim;
- b. Alabama's total loss regulation is otherwise instructive and controlling as to the meaning of the undefined term "Actual Cash Value" and on payment that constitutes "Actual Cash Value." Alabama's total loss regulation provides guidance, instruction, and meaning for the undefined term "Actual Cash Value" used in Alfa's standard form policy. Alfa recognizes its legal obligation in this regard as required by Alabama law, as it paid Plaintiff taxes on her total loss claim;
- c. Additionally, the term "Actual Cash Value," which is undefined in Alfa's policy, means and refers to replacement costs less depreciation in accordance with established Alabama precedent and Alabama law. Replacement cost minus depreciation includes taxes and Additional Fees because those expenses are necessarily included in the cost of replacement of a totaled vehicle. Stated otherwise, taxes and Additional Fees are mandatory costs necessary to replace a total loss vehicle;
- d. Additionally, the term "Actual Cash Value," which is undefined in Alfa's policy, means and refers to replacement cost less depreciation utilizing a broad evidence

rule, which has regularly been used by the courts of this state. Under a broad evidence rule analysis of “Actual Cash Value,” replacement costs would be considered and accounted for and, replacement costs necessarily includes taxes and Additional Fees.

27. Accordingly, Alfa has breached its standard form contract with Plaintiff and class members by failing to pay proper “Actual Cash Value” owed on total loss claims pursuant to the Policy. Alfa’s failure to include the requisite Additional Fees constitutes a breach of Alfa’s contractual obligation to pay “Actual Cash Value” to its insureds incurring a total loss claim is a common law breach of contract claim arising out of Alfa’s breach of its contractual obligation to pay proper “Actual Cash Value” owed to insureds incurring a total loss claim. Alfa’s failure to include the required Additional Fees in its adjustment and payment of “Actual Cash Value” for total loss claims constitutes a breach of its standard form insurance Policy.

28. In this action, Plaintiff is not asserting, or seeking to assert, a private cause of action under Alabama’s total loss regulation. As previously alleged, Alabama’s total loss regulation is incorporated into the Policy in accordance with Alabama law and/or is otherwise instructive and controlling with respect to the undefined term “Actual Cash Value” contained in Alfa’s policy. Plaintiff’s claim is a common law breach of contract claim arising out of Alfa’s breach of its contractual obligation to pay proper “Actual Cash Value” owed to insureds incurring a total loss claim.

CLASS ALLEGATIONS

29. Plaintiff brings this action respectively seeking representation of the Class, defined below, pursuant to Ala. R. Civ. P. 23, as may be deemed appropriate by the Court.

30. Plaintiff brings this action as class representative, individually and on behalf of all other persons or entities similarly situated, more specifically defined as follows:

All Alabama citizens residing in the state of Alabama who were first party insureds under Alfa insurance policies and who also:

(a) incurred a first party total loss claims; (b) for which Alfa adjusted the claim as a total loss; and (c) which total loss claim occurred within the period of six years immediately preceding the filing of this Complaint.

31. Although the precise number of members of the Class is unknown to Plaintiff at this time and can only be determined through appropriate discovery, Plaintiff believes that because Defendant is a major motor vehicle insurer in the State of Alabama and writes millions of dollars of private-passenger physical-damage coverage premiums, and the persons affected by Defendant's unlawful practice consists of thousands of individuals.

32. Alfa's unlawful practices alleged herein are product of a standardized and uniform Alfa practice, employed by Defendant pursuant to standardized insurance policy language and results in the retention by Defendant of insurance benefits and monies properly owed to Plaintiff and the class members of the Class.

33. **Numerosity:** Although the precise number of class members is unknown to Plaintiff at this time and can only be determined through appropriate discovery, upon information and belief, the class members, in this case, are over 1,000, Thus, joinder of all such claims is impracticable and numerosity as to the Class is otherwise established).

34. **Commonality:** Ala. R. Civ. P. 23's commonality requirement for the Class is satisfied because the central (and dispositive) issues in this litigation turn on the content of materially identical policy provisions; thus, this case is well-suited for class wide adjudication. Defendant and all class members are bound by the same materially identical policy terms. Common questions include, but are not limited to, the following: (a) whether under Defendant's standardized policy language, Plaintiff and Class Members are owed Additional Fees; (b) whether Defendant breached its insurance contracts with Plaintiff and the Class Members by failing to include Additional Fees in making payment for the total loss of an insured vehicle; and (c) whether

Defendant's policy and practice of failing to include Additional Fees in making payment for the total loss of an insured vehicle constitutes a breach of contract and/or a violation of Alabama law.

35. **Typicality:** Ala. R. Civ. P. 23's typicality requirement is satisfied because Plaintiff and Class Members were injured by Defendant's uniform misconduct. Plaintiff and Class Members' legal claims arise from the same core claims handling practices, namely, the uniform failure to pay Additional Fees for first-party total loss claims. Plaintiff's claims are based upon the same legal theories as those of the Class Members, Plaintiff suffered the same category of harm as all the other Class Members, and Plaintiff is not subject to unique affirmative defenses sufficient to preclude a finding of typicality. Moreover, the material and relevant policy terms for each class member are substantially identical to the terms of Plaintiff's policy.

36. **Adequacy:** Ala. R. Civ. P. 23's adequacy requirement is satisfied because Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in prosecuting class actions. Plaintiff has no interests in conflict with or antagonistic towards those of putative Class Members.

37. **Predominance:** Ala. R. Civ. P. 23's predominance requirement is satisfied because the previously articulated common issues of fact and law predominate over any question solely affecting individual Class Members. Resolution of the common issues in this litigation will resolve the entirety of every Class Members' claims. There are no significant individual questions of liability or damages, and certainly not ones that predominate over issues common to the Class. The damages of individual class members are readily ascertainable and may be readily determined from applicable computerized, electronic data base.

38. **Superiority:** Further, Ala. R. Civ. P. 23's superiority requirement is satisfied. Class treatment is superior to any other alternative method of adjudication because the damages suffered by individual Class Members are small and the expense and burden of individual litigation makes

it impracticable for Class Members to seek individual redress for the wrongs done to them. Plaintiff knows of no difficulty that would be encountered in the management of this case which would preclude its maintenance as a class action. Moreover, it is desirable to concentrate the litigation of the Class Members' claims in one forum, as it will conserve party and judicial resources and facilitate the consistency of adjudications.

COUNT ONE: BREACH OF CONTRACT

39. The allegations contained herein are incorporated by reference.

40. Count One is brought by Plaintiff, individually, and on behalf of the Class Members against Defendant Alfa.

41. Plaintiff was a party to an insurance contract with Defendant Alfa as described herein. All Class Members were parties to an insurance contract with Defendant Alfa containing materially identical terms.

42. The interpretation of Plaintiff's and all Class Members' insurance Policies is governed by Alabama law.

43. Plaintiff and all Class Members made a claim determined by Defendant Alfa to be a first-party total loss vehicle covered under the applicable Alfa insurance policy.

44. Defendant Alfa, by paying the total loss vehicle claim, determined that Plaintiff and each Class Member complied with the terms of their insurance policy contracts, and fulfilled all duties and conditions under the Policy to be paid on his or her total loss of vehicle.

45. Pursuant to the aforementioned uniform contractual provisions, upon the total loss of insured vehicles, Plaintiff and every Class Member were owed the "Actual Cash Value" of the vehicle, including Additional Fees.

46. By failing to include all Additional Fees, Defendant has materially breached its contractual obligations to the named Plaintiff and all Class members, as described herein.

47. Defendant Alfa has wrongfully refused to properly pay Additional Fees to Plaintiff and every Class Member.

48. As a result of said breaches, Plaintiff and the Class Members are entitled under Defendant's insurance Policies to recover all such Additional Fees plus pre-judgment and post-judgment interest, declaratory relief, injunctive relief, and other relief as is appropriate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and on behalf of the members of the Class request an award, relief, and entry of a judgment, as follows:

- a. An order certifying that this action is properly brought and may be maintained as a class action; that Plaintiff be appointed representative of the Class; and that Plaintiff's counsel be appointed counsel of the Class.
- b. Compensatory damages for each Cause of Action for which they are available.
- c. Restitution in an amount determined at trial for each Cause of Action asserted herein for which this relief is available.
- d. An Order declaring Defendant's conduct to be unlawful and in violation of the parties' Policy contracts and applicable Alabama law, and enjoining Defendant from continuing the unlawful practices described throughout this Complaint.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all causes of action and/or issues so triable.

Dated: March 13, 2024

By: *s/R. Brent Irby*
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Counsel for Plaintiff and the Class

DEFENDANT TO BE SERVED:

Alfa Insurance Company of Alabama, Inc.
c/o its Registered Agent
Richard W. Mizell, Jr.
300 Riverhills Business Park Suite 360
Birmingham, AL 35242

EXHIBIT A

Date:

Page 1 of 13

Car Policy

Alfa Insurance[®]P.O. BOX 11000
MONTGOMERY, AL 36191-0001

Policy Number:

**ALFA MUTUAL INSURANCE COMPANY
ALFA MUTUAL GENERAL INSURANCE COMPANY**

ALABAMA CAR POLICY

DECLARATIONS

1. **You** name is the name on the attached declaration.
2. The **covered car** will be principally garaged at the address shown on the declaration or as stated in the application.
3. **You** are the owner of the **covered car** and have complete control over its **use**.
4. Except as disclosed in the application process: (a) No insurer has cancelled or non-renewed **car** insurance issued to a **covered person** within the past three years. (b) No license or registration has been suspended, revoked or refused for a **covered person** within the past five years.
5. LIENHOLDER - If a Lienholder is named in the attached declaration, **loss**, if any, under coverage E shall be payable as interest may appear to **you** and the Lienholder. When applicable, a certificate of insurance is issued to the Lienholder.
6. **You** shall immediately notify **us** in writing of any change in ownership of a **covered car**, and failure to do so will render coverage for this **covered car** null and void.

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AGREEMENT

In return for the payment of premium and in reliance upon the declaration attached, subject to the provisions of the policy, **we** agree with **you** as follows:

DEFINITIONS

Throughout this policy **you** and **your** means:

1. The named insured shown in the declaration.
2. The **spouse** if a resident of the same household.

We, us and **our** refer to the company providing this coverage.

We define some words to shorten the policy which makes it easier to read and understand. Defined words are printed in bold face. **You** can pick them out easily.

Actual Cash Value is determined by the market value, age and condition at the time the **loss** occurs.

Bodily Injury—means bodily injury to the **person**, sickness, disease or death resulting from the injury.

Car—means a land motor vehicle with four or more wheels, which is designed for **use** mainly on public roads. It does not include:

1. Any vehicle while located for use as a dwelling or other premises, or
2. A truck-tractor designed to pull a **trailer** or semi-trailer, or
3. A "midget car," "go-kart" or similar type vehicle with comparable names.

Car Business—means a business or job where the purpose is to sell, lease, repair, service, transport, store or park **cars** or **trailers**.

Covered Car—means

1. Any vehicle shown in the declaration.
2. Any **newly acquired car**.
3. Any **temporary substitute car**.
4. Under Part A and B, a **trailer**, when attached to a **covered car** as defined in 1., 2., or 3.
5. Campers, camper shells or similar type constructed bodies which are covered only when application is made and any additional premium due is paid.
6. Winches or other power operating machinery or equipment when permanently attached to a **covered car** and when application has been made and any additional premium due is paid.
7. Sound receiving and transmitting equipment when permanently attached to a **covered car** and when application has been made and any additional premium due is paid.
8. Any other equipment when permanently attached to a **covered car**.

Covered Person—means:

1. **You** and **your**.
2. **Family members**.
3. Any other **person** while **using** the **covered car** with the express or implied permission of **you** or a **family member**.
4. Under Part A, any **person** or organization legally responsible for the **use** of the **covered car** by **covered persons** as defined under the three subsections above.
5. Under Part D, any **person** while **occupying your covered car**.

Customization—means aftermarket additions, alterations and/or equipment including, but not limited to custom paint, custom graphics, custom stereo equipment and sound receiving devices, custom wheels and/or rims, or any other additions, alterations, or equipment that are permanently installed or attached to **your covered car**.

Family Member—means a **person** related to **you** by blood, marriage or adoption who primarily lives with **you**. This includes **your** unmarried and unemancipated child while temporarily away at school and **your** ward or foster child.

Fungi—means any type or form of fungus or bacteria, including but not limited to mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by any of these.

Loss—means each direct and accidental loss of or damage to the **covered car** and other covered property.

Newly Acquired Car—means a **private passenger car** or **utility car** owned by **you** if:

1. It replaces a **covered car** owned by **you**, or
2. The **newly acquired car** is in addition to any **cars** **we** have insured, providing all **cars** owned by **you** are insured by **us** on the date of its delivery.

The **newly acquired car** will have the broadest coverage **we** now provide for any one of **your covered cars**. If Coverage E—Coverage For Damage to Your Car does not appear on the declaration of this policy or any other **car** policy issued to **you** by **us**, this policy will provide a \$500 deductible **Collision** coverage and a \$500 deductible **Comprehensive** coverage. When such coverage is provided for the **newly acquired car** it will end at 12:01 a.m. on the seventh day after the delivery of the **newly acquired car** to **you**.

You must notify **us**, make application for insurance and pay any premium due within 30 days following the delivery date of the **newly acquired car**.

Your coverage under this provision will end 30 days following the delivery date of the **newly acquired car** or the date and time application for coverage is made, whichever occurs first.

Non-owned Car—means a **private passenger car**, **utility car**, or **trailer** other than a **temporary substitute car**, in the care, custody or control of a **covered person**, not:

1. Owned by a **covered person**, or

2. Registered in the name of a **covered person**, or
3. Rented to a **covered person**, except as provided below:

Coverage is provided for a **non-owned car** rented to **you** or a **family member** for no more than 21 days out of the 30 days preceding the date of **loss**.

4. **Used** or in possession of **you** or a **family member** for more than seven days within a 30 day period preceding the date of **loss**.
5. **Used** in the occupation of a **covered person**, except to a **private passenger car**, **utility car** or **trailer** operated or **occupied** by a **covered person** or by his private chauffeur or domestic servant.

The **use** has to be with the consent of the owner or **person** in lawful possession of the **non-owned car** in order for coverage to apply.

Occupying—means in, upon, entering into or alighting from.

Person—means a human being.

Private Passenger Car—means a **car** with four wheels of the private passenger, station wagon, or jeep type.

Spouse—means **your** husband or wife living with **you**.

Temporary Substitute Car—means a **car** not owned by a **covered person** while temporarily **used** with consent of the **person** in lawful possession, as a substitute for the **covered car** while it is out of use due to its breakdown, repair, servicing, **loss**, damage or destruction. A **temporary substitute car** is not considered a **non-owned car**.

Trailer—means a vehicle, including farm-type **trailers**, designed to be pulled by a **private passenger** or **utility car**.

It does not include:

1. A passenger trailer.
2. A semi-trailer.
3. A trailer used for business purposes unless being pulled by the **covered car**.
4. A trailer used as premises, office, store or display.
5. A house trailer when used as permanent living quarters.
6. The towing of farm machinery or other implements while the farm machinery or implements are in operation.

Use or **Used**—means the actual manual and physical driving of a **car**.

Utility Car—means a **car** with a Gross Vehicle Weight of 10,000 pounds or less of the pickup body, sedan delivery or panel truck type.

Your Covered Car—means **covered car**.

PART A

LIABILITY COVERAGE

If this coverage is shown on **your** declaration, **we** will pay damages for **bodily injury** or property damage for which any **covered person** becomes legally responsible because of a **car** accident arising out of the ownership, **use** or maintenance of a **covered car** or **non-owned car**. **We** will settle or defend lawsuits asking for these damages until **your** coverage for such damage has been exhausted with attorneys hired and paid by **us**, as **we** consider appropriate. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **We** have the right to investigate, negotiate and settle any claim or suit. **We** have no duty to defend any suit or settle any claim for **bodily injury** or property damage not covered under this policy.

ADDITIONAL COVERAGES

In addition to **our** limit of liability, **we** will pay on behalf of a **covered person** the costs listed below if related to and incurred by a **covered person**, and the **covered person** makes a separate specific claim for these additional coverages:

1. Interest accruing after a judgment is entered in any suit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment which does not exceed **our** limit of liability for this coverage, whichever is less.
2. Premiums on bonds required in a civil lawsuit **we** defend. **We** will not apply for or furnish any bond.
3. Up to \$100 a day for loss of wages, but not other income, because of the attendance at hearings or trials at **our** request.
4. Other reasonable expenses incurred at **our** request.

EXCLUSIONS

We do not provide Liability Coverage for:

1. Any **person** who intentionally causes **bodily injury** or property damage.
2. Any damages to property owned by, rented to, in the care, custody and control of, or transported by a **covered person**. But coverage applies to a rented residence or private garage damaged by a **car we** insure.
3. Any **covered car** while rented to others by a **covered person**.
4. Any **person's** liability arising out of the ownership or operation of a **car** while it is being **used** to carry **persons** or property for a fee. This exclusion does not apply to a share-the-expense **car** pool.
5. Liability assumed by the **covered person** under any contract or agreement.

6. Liability of any government entity or any of its agencies or agents, including the United States Government and its agencies or agents under the Federal Tort Claims Act or similar act.
7. While any **covered car** is being repaired, serviced or **used** by any **person** employed or engaged in any way in a **car business**. This does not apply to:
 - (1) **you**;
 - (2) any **family member**;
 - (3) any resident of **your** household; or
 - (4) any agent, employee or partner of **you**, **your spouse** or any **family member**.

Coverage provided under (1)-(4) of this section 7. is excess insurance over any other collectible insurance, if not otherwise excluded.
8. Any **bodily injury** to:
 - a. A fellow employee while on the job and arising from the maintenance or **use** of a **car** by another employee in the employer's business. **You** are covered for such injury to a fellow employee.
 - b. Any employee of a **covered person** while on the job if workers compensation benefits are required or voluntarily provided.
9. Any **bodily injury** to any **covered person**.
10. Any **bodily injury** or property damage if the injury or damage is caused by a **car** race or competitive test including informal racing on streets and highways.
11. Any liability arising out of the **use** of a **car** in connection with the commission of or the attempt to commit a criminal act by a **covered person**.
12. Any liability while the **covered car** is towing or propelling another **car** not covered by **us**. This exclusion shall not apply to free towing of a stranded **car**.
13. Any **bodily injury** or property damage arising from the transfer by any **person** of any of the following which are communicable: disease, bacteria, parasite, virus or other organism, to any other **person**.
14. Any accidents arising out of the operation of a **car business**.

LIMIT OF LIABILITY

If the limit of liability in the declaration is shown separately for **bodily injury** and property damage:

The limit of liability for each **person** for **bodily injury** is **our** maximum limit of liability for **bodily injury** sustained by any one **person** in any one occurrence of a **car** accident. Subject to this limit for each **person**, the limit of liability for each accident for **bodily injury** is **our** maximum limit of liability for all **bodily injuries** resulting from any one occurrence of a **car** accident. Loss of services or other derivative claims are subject to the each **person** limit of liability of the **person** who

sustained the **bodily injury** at the time of the **car** accident.

The limit of liability for property damage is the maximum limit of liability for all damages to all property resulting from any one occurrence of a **car** accident.

This is the most **we** will pay regardless of the number of **covered persons**, claims made, vehicles or premiums shown in the declaration, or vehicles involved in the **car** accident.

If the limit of liability in the declaration is not shown separately for **bodily injury** and property damage:

The limit of liability for this coverage is **our** maximum limit of liability resulting from any one occurrence of a **car** accident. This is the most **we** will pay regardless of the number of **covered persons**, claims made, vehicles or premium shown in the declaration, or vehicles involved in the **car** accident.

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

Any amounts payable under this coverage shall be reduced by any amounts paid or payable under Part B of this policy.

OUT OF STATE COVERAGE

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

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or property damage higher than the limit shown in the declaration, **your** policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident **uses** a **car** in that state or province, **your** policy will provide at least the required minimum amounts and types of coverage.

FINANCIAL RESPONSIBILITY REQUIRED

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

PART B

MEDICAL PAYMENTS COVERAGE

If this coverage is shown on **your** declaration, **we** will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury** caused by a **car** accident and sustained by a **covered person**. **We** will pay reasonable cost incurred for the use of a bed for **you** for staying overnight in the hospital with a **family member** who is in the hospital as a result of a **car** accident covered by this policy. All expenses and

claims must be incurred within one year from the date the **bodily injury** occurs.

"**Covered person**" as used in Part B means:

1. **You, your spouse** or any **family member** while **occupying a car**, or as a pedestrian when struck by a **car** or **trailer**.
2. Any other **person** while **occupying your covered car**.

EXCLUSIONS

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

1. Sustained while **occupying** any motorized vehicle which is not defined as a **car** under this policy.
2. Sustained while **occupying your covered car** for a fee. This exclusion does not apply to **you, your spouse** or **family member**. This exclusion does not apply to a share-the-expense **car** pool.
3. Sustained while **occupying** any **car** or **trailer** located for use as a residence or premises.
4. Occurring during the course of employment if workers compensation benefits are required or available for **bodily injury**.
5. Sustained while **occupying** or, when struck by, any **car** (other than **your covered car**) which is owned by **you**; or furnished or available for **your** frequent or regular **use**.
6. Sustained while **occupying** or, when struck by, any **car** (other than **your covered car**) which is owned by any **family member**; or furnished or available for the regular **use** of any **family member**.
7. Sustained while the **covered car** is **used** without the express permission of **you** or a **family member**.
8. Sustained while **occupying** a **car** being **used** in a **car** race or competitive test including informal racing on streets and highways.
9. Sustained while **occupying** a **car** being **used** in connection with the commission of or the attempt to commit a criminal act by a **covered person**.
10. Caused by discharge of a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
11. From any nuclear reaction, radiation, radioactive contamination, detonation, or release of radiation from a nuclear or radioactive device, all whether controlled or uncontrolled or however caused, or any consequence of these.

12. Arising from the transfer by any **person** of any of the following which are communicable: disease, bacteria, parasite, virus or other organism, to any other **person**.
13. Whether actual or alleged resulting from, but not limited to, the ingestion, inhalation or absorption of **fungi**.

LIMIT OF LIABILITY

The limit of liability shown in the declaration for this coverage is **our** maximum limit of liability for each **covered person** injured in any one occurrence of a **car** accident. This is the most **we** will pay regardless of the number of **covered persons**, claims made, **cars** or premiums shown in declarations, or **cars** involved in the accident.

Any amounts payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Part A of this policy.

No payment will be made under the coverage unless the injured **person** or that **person's** legal representative agrees in writing that any such payment shall be applied toward any settlement or judgment that **person** receives under Part A of this policy.

The most **we** will pay for funeral expenses is \$5,000, unless the limit of liability as shown on the declaration of the policy is less than \$5,000, then **we** will pay the lesser amount.

PART C

LOSS OF INCOME

If this coverage is shown on **your** declaration, **we** will pay the **covered person** 85% of his or her **monthly income** not in excess of \$750.00 per month, if such **monthly income** is lost due to his or her **continuous total disability** starting the fifteenth day after the **car** accident and ending one year and fourteen days from the date of the **car** accident, or at death, whichever occurs first that is:

1. the direct result of **bodily injury** caused by a **car** accident; and
2. while **occupying**, or through being struck by a **car** or **trailer**.

"**Covered person**" as used in Part C means:

1. **You, your spouse** or **family member** while **occupying a car** or as a pedestrian when struck by a **car** or **trailer**.
2. Any other **person** while **occupying your covered car**.

"**Continuous total disability**" means the **covered person** is continuously unable to work in his or her occupation.

"**Monthly income**" means salary, commissions, professional fees and profits from an individually owned business or farm, for the **covered person** before any deductions. **Monthly income** will be determined by taking an average of the prior twelve month period.

Payments owed will be paid monthly as losses accrue. Written proof of **continuous total disability** must be given to **us** when **we** ask for it.

Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Coverage A.

Coverage for **persons** other than **you** or a **family member** injured while **occupying** the **covered car**, shall be excess over any collectible loss of income benefit or governmental programs providing similar benefits.

EXCLUSIONS

We do not provide Loss of Income Coverage for any **person** for **bodily injury**:

1. Sustained while **occupying** any motorized vehicle having less than four wheels.
2. Sustained other than by **you** or any **family member** while **occupying your covered car** when it is being **used** to carry **persons** or property for a fee.
3. Sustained while **occupying** any **car** or **trailer** located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for **bodily injury**.
5. Sustained while **occupying** or, when struck by, any **car** (other than **your covered car**) which is owned by **you**; or furnished or available for **your** frequent or regular **use**.
6. Sustained while **occupying** or, when struck by, any **car** (other than **your covered car**) which is owned by any **family member**; or furnished or available for the frequent or regular **use** of any **family member**.
7. Sustained while the **covered car** is **used** without the express permission of **you** or a **family member**.
8. Sustained while **occupying** a **car** being **used** in a **car** race or competitive test including informal racing on streets and highways.
9. Sustained while **occupying** a **car** being **used** in connection with the commission of or the attempt to commit a criminal act by a **covered person**.
10. Caused by discharge of a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
11. From any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of these.

12. Sustained by a **covered person** while **occupying**, or through being struck by, a **car** or **trailer**:
 - a. that runs on rails or crawler treads;
 - b. designed for **use** mainly off public roads while off public roads.
13. To a **covered person** due to:
 - a. disease except pus forming infection due to **bodily injury** received in the **car** accident; or
 - b. suicide or attempted suicide while sane or insane.
14. Caused by any of the following which are communicable: disease, bacteria, parasite, virus or other organism transferred by any **person** to any other **person**.

PART D

UNINSURED/UNDERINSURED MOTORIST COVERAGE

You have this coverage if **your** declaration indicates that uninsured motorist coverage applies.

We will pay damages for **bodily injury** to a **covered person** if the **covered person** is legally entitled to collect such damages from the owner or driver of an **uninsured car**. The **bodily injury** must be caused by accident arising out of the operation, maintenance or **use** of the **uninsured car**.

Uninsured Car - means:

1. A land motor vehicle with respect to which:
 - a. neither the owner nor the operator is insured or bonded for **bodily injury** liability at the time of the accident.
 - b. any applicable policy liability limits for **bodily injury** are below the minimum required by the Motor Vehicle Safety Responsibility Act.
 - c. the insurer becomes insolvent after the policy is issued so there is no insurance applicable to the accident at the time of settlement.
 - d. the sum of the limits of liability under all **bodily injury** liability bonds and insurance policies available to an injured **person** after an accident is less than the damages which the injured **person** is legally entitled to recover.
2. A **hit-and-run car**, meaning a land motor vehicle which causes **bodily injury** to a **covered person** arising out of a **car** accident, provided:
 - a. the identity of the owner nor the driver of the **hit-and-run car** can be ascertained.
 - b. **you** or someone on **your** behalf shall have reported the accident within 24 hours to a police or judicial officer and shall have filed as soon as practicable with **us** a claim that **you** or **your** legal representative has a cause or causes of action arising out of such accident for damages against a **person** or **persons** whose identity is unascertainable, and setting forth the facts in support thereof; and

- c. at **our** request, **you** or **your** representative shall make available for **our** inspection the **car** which **you** were **occupying** at the time of the **car** accident.

An **uninsured car** does not include any land motor vehicle:

1. insured under the liability coverage of this policy;
2. designed for **use** mainly off public roads except while on public roads; or
3. while located for use as a premises;
4. owned or operated by a self-insurer under any applicable motor vehicle law.

CONSENT TO BE BOUND

We are not bound by any legal action until **you** give **us** notice of such action and give **us** the opportunity to participate.

If a claim or suit is made by a **covered person**, that **covered person** must at once, notify **us** of every demand, notice or claim made and every summons or legal process filed by this **covered person**.

PAYMENT OF ANY AMOUNT DUE

We will pay any amount due:

1. to a **covered person**,
2. to a parent or guardian if that **covered person** is a minor or an incompetent **person**, or;
3. to a **person** authorized by law to receive such payment.

LIMITS OF LIABILITY

1. The limit of liability shown on the declaration for this coverage under each **person** is **our** maximum limit of liability resulting from **bodily injury** sustained by any one **person** in any one occurrence of a **car** accident. Subject to this limit for each **person**, the limit of liability for each accident for **bodily injury** is **our** maximum limit of liability for all **bodily injuries** resulting from any one occurrence of a **car** accident. Loss of services or other derivative claims are subject to the each **person** limit of liability of the **person** who sustained the **bodily injury** at the time of the **car** accident.
2. The limits of liability are not increased because more than one **person** is insured at the time of the **car** accident.
3. The limit of liability resulting from **bodily injury** sustained by any one **person** under the uninsured/underinsured provision of this policy is limited to the amount shown on the declaration for this coverage multiplied by the number of additional **cars** insured under this policy, not to exceed three.
4. Any payments for Uninsured Motorist Coverage will be reduced by any amount paid or payable under Part B of this policy.

WHEN PART D DOES NOT APPLY

THERE IS NO COVERAGE:

For **you** or a **family member** who settles without **our** written consent with any **person** or organization who may be liable for the **bodily injury**.

IF THERE IS OTHER COVERAGE

1. If **you**, **your spouse** or a **family member** is injured as a pedestrian and other **uninsured car** coverage applies, **we** are liable only for **our** share. **Our** share is that percent of the damages that the limit of liability of this policy bears to the total of all **uninsured car** coverage that applies to this **car** accident.
2. If the **covered person** is injured while **occupying your covered car**, and **your covered car** is described on the declaration page of another policy providing **uninsured car** coverage, **we** are liable only for **our** share. **Our** share is that percent of the damages that the limit of liability of this policy bears to the total of all such **uninsured car** coverage that applies to the **car** accident.
3. If the **covered person** is injured while **occupying a non-owned car** or a **newly acquired car**, this coverage applies as excess to any **uninsured car** coverage which applies to the **car** as primary coverage.
4. If more than one policy applies as excess, **we** are liable only for **our** share. **Our** share is that percent of the damages in excess of the primary coverage that the limit of liability of this policy bears to the total of all uninsured motorist coverage that applies to the **car** accident as excess coverage.

PART E

COVERAGE FOR DAMAGE TO YOUR CAR

If this coverage is shown on **your** declaration, **we** will pay for **loss** to **your covered car** or a **non-owned car**, minus any applicable deductible for the following coverages shown in the declarations for which a premium or limit of liability is indicated.

"**Comprehensive**" means **loss** from any cause, except **collision**. Breakage of glass is a **comprehensive loss**. Collision with an animal is a **comprehensive loss**.

"**Collision**" means the upset of the **covered car** or **non-owned car** or when the **covered car** or **non-owned car** hits or is hit by another **car** or object.

We will pay up to \$500 for **loss** to clothes or luggage, owned by **you** or any **family member**, in excess of any deductible amount for **comprehensive** or **collision** caused by a covered **loss**. These items have to be in or on **your covered car**. **Your covered car** must have **comprehensive** and/or **collision** coverage. If **loss** to clothes and luggage, owned by **you** or any **family member** is due to theft, **your entire covered car** must have been stolen.

This \$500 is the most **we** will pay in any one **loss** even though more than one **person** has a **loss**. This coverage is excess over any other collectible insurance.

We will waive the first \$100 of any deductible amount if the **collision** is with another **car** insured with **us**.

LIENHOLDER AGREEMENT

If **your** policy is cancelled or non-renewed, the lienholder's interest under this policy will also terminate. The effective date of termination will be at least 10 days after the date we mail or electronically transmit notice to the lienholder.

TRANSPORTATION EXPENSES

We will pay, in addition to the limit of liability, \$30 per day for transportation expenses incurred by **you** because of the theft of **your** entire **covered car**. **We** will pay only transportation expenses incurred during the period starting forty-eight (48) hours after the report of theft to **us** and ending when **we** offer settlement for the theft or for repairs resulting from the theft. **We** will pay reasonable wrecker and storage charges for which **you** become legally liable, because of the **covered car** being transported. This coverage does not apply to the theft of a **non-owned car**.

ADDITIONAL COVERAGES

Wrecker and storage charges. **We** will pay reasonable wrecker and storage charges for which **you** become legally liable because of the **covered car** or **non-owned car** being transported. However, **we** have the right to move the **covered car** or **non-owned car** to a location of **our** choice to save storage expense until the **loss** can be settled.

Pet Coverage. **We** will pay up to \$250 for the reasonable expenses, as determined by **us**, which are incurred to **your** domesticated dog or cat as a result of a **loss** to **your covered car**. Reasonable expenses include veterinary expenses and costs to bury, dispose of or replace your dog or cat and must be incurred within 60 days of the **loss**.

The \$250 limit is the most **we** will pay per **loss**, regardless of the number of dogs or cats in the **covered car** at the time of the **loss**.

No deductible applies to this Additional Coverage.

Child Restraint System. **We** will pay up to \$250 for the reasonable expenses, as determined by **us**, to replace **your** child restraint system after a **loss** to **your covered car**. The child restraint system must be in the **covered car** at the time of **loss**.

The \$250 limit is the most **we** will pay per **loss**, regardless of the number of child restraint systems in the **covered car** at the time of **loss**.

No deductible applies to this Additional Coverage.

LIMITS OF LIABILITY

Our limit of liability for **loss** to the **covered car** or **non-owned car** or any part, clothes or luggage, shall not exceed the **actual cash value** or what it would cost to

repair or replace the property with like kind and quality. **We** will pay the cost of painting only the damaged portion of the **covered car** or **non-owned car**.

There may be a deduction for depreciation based on the condition of the **covered car** or **non-owned car** at the time of **loss**.

We will at **our** option:

1. Pay for the **loss** in money.
2. Repair or replace the **covered car** or **non-owned car** or any part.
3. Return any stolen property with payment for damages to the property caused by the theft, at any time before the **loss** is paid or the property replaced.
4. Keep all or part of the property at an agreed or appraised value and **you** will transfer legal title to **us** at the time of settlement.

Should **your covered car** or **non-owned car** be declared a total **loss**, part or all of any amount due may be withheld until **you** furnish **us** with a valid and marketable title.

Under Part E the limit of liability for non-owned **trailer** shall not exceed \$1,000.

Under Part E the limit of liability for **customization** shall not exceed \$1,000 for any one loss, unless the coverage is shown on **your** declaration and additional premium is paid.

EXCLUSIONS

We will not pay for **loss**:

1. From any nuclear reaction, radiation, radioactive contamination, detonation or release of radiation from a nuclear or radioactive device, all whether controlled or uncontrolled or however caused, or any consequences of these.
2. Due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution.
3. To a camper body or **trailer** not shown in the declaration, except for **loss** to a non-owned **trailer** not to exceed \$1,000.
4. Due to taking by any governmental authority.
5. While the **covered car** is subject to any lien, rental or sales agreement not shown in the declaration.
6. Due to conversion, embezzlement or secretion by any **person** who has the **covered car** or the **non-owned car** subject to any lien, rental or sales agreement.
7. To tapes, records or other devices for use with equipment designed for the reproduction of sound.
8. Due to the **covered car** or **non-owned car** being **used** in a **car** race or competitive test including informal racing on streets and highways.
9. Occurring while the **covered car** or **non-owned car** is being **used** in connection with the

- commission of or the attempt to commit a criminal act by a **covered person**.
10. Due to wear and tear, mechanical or electrical breakdown, latent defect, design defects, manufacturing defects, workmanship or freezing. This exclusion does not apply if the damage results from the total theft of **your covered car** or **non-owned car**.
 11. To tires unless stolen, damaged by fire, malicious mischief or vandalism or unless such **loss** is associated with another **loss** covered by this policy.
 12. Of any diminution in the market value of the **covered car**, **non-owned car** or **trailer**.
 13. Whether actual or alleged resulting from, but not limited to, the ingestion, inhalation or absorption of **fungi**.
 14. Occurring while the **covered car** or **non-owned car** is being **used** to intentionally cause **bodily injury** or property damage.
 15. To any **customization** unless this coverage is shown on **your** declaration and additional premium has been paid. This exclusion does not apply to any **customization** that does not exceed \$1,000 per **loss**.

PART F

ROADSIDE ASSISTANCE

If this coverage is shown on **your** declaration, **we** will pay for the following services for **your covered car**:

1. Mechanical assistance not to exceed one hour at the place of disablement.
2. Towing to a garage or service station where repairs can be made when the **covered car** will not operate under its own power. The limit provided for any one towing disablement is \$200.
3. Delivery of gasoline (up to two gallons) or oil, jump of battery, or change of tire. The cost of such items will not be paid.
4. Labor for locksmith services to unlock a **covered car** if a key is lost, stolen or locked inside the vehicle. The limit provided for any one service is \$100.

EXCLUSIONS

We will not pay for **loss**:

1. From any nuclear reaction, radiation, radioactive contamination, detonation or release of radiation from a nuclear or radioactive device, all whether controlled or uncontrolled or however caused, or any consequences of these.
2. Due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution.
3. Due to taking by any governmental authority.

4. Due to conversion, embezzlement, or secretion by any **person** who has the **covered car** or **non-owned car** due to any lien, rental or sales agreement.
5. While the **covered car** is subject to any lien, rental or sales agreement not shown in the declaration.
6. Due to the **covered car** or **non-owned car** being **used** in a **car** race or competitive test including informal racing on streets and highways.
7. Occurring while the **covered car** or **non-owned car** is being **used** in connection with the commission of or attempt to commit a criminal act by a **covered person**.
8. To a camper body or **trailer** that is not shown in the declaration.

PART G

LOSS OF USE AND TRAVEL EXPENSE

If this coverage is listed on **your** declaration, **we** will pay **you** up to the limits shown on **your** declaration when **you** rent a **car** from a **car** rental agency or garage; or pay \$20 per day if **you** do not rent a **car** while **your covered car** will not run due to a **loss** covered under Part E of this policy. **We** will also pay **you** for expenses incurred by **you** if **your covered car** will not run due to a **loss** more than 50 miles from home when the **loss** sustained is covered under Part E of this policy. **You** must report the **loss** within seventy-two (72) hours after it has occurred.

The Loss of Use coverage applies beginning:

1. When the **covered car** will not run due to the **loss**; or
2. When the **covered car** will run, but is left at the shop and the shop is ready to begin the agreed repairs.

This coverage ends:

1. When the **covered car** has been repaired, or replaced, or
2. If the **covered car** is not repaired, when **we** offer to pay for the **loss**, or
3. Five days after **we** offer to pay for the **loss** if:
 - a. the **covered car** was stolen and not recovered, or
 - b. the **covered car** is declared a total **loss**, and not replaced, whichever occurs first.

This is Excess Coverage to Part E Coverage for Damage to Your Car.

The Travel Expense coverage pays for expenses incurred by **you** for:

1. Commercial transportation fees to continue to **your** destination or home.
2. Extra meals and lodging needed when the **loss** to **your covered car** causes a delay en route. The expenses must be incurred between the time of the

loss and **your** arrival at **your** destination or home or by the end of the fifth day whichever occurs first.

LIMITS OF LIABILITY

The daily and maximum limit for Loss of Use is shown on **your** declaration. The most **we** will pay for any one **loss** under Part G is based on the limits shown on **your** declaration.

Coverage under Part G does not extend to the **use** of a **non-owned car**.

PART H

DUTIES AFTER AN ACCIDENT OR LOSS

We must be notified as soon as practicable of an accident or **loss** and how, when and where the accident or **loss** happened. Notice should also include the names and addresses of any injured **persons** and of any witnesses. In the event of theft or vandalism, prompt notice must be given to the police.

A **person** seeking any coverage must:

1. Cooperate with **us** in the investigation, settlement or defense of any claim or suit, attend hearings and trials at **our** request, secure and give evidence and help obtain the attendance of witnesses.
2. Immediately send **us** copies of any notices or legal papers received in connection with the accident or **loss**.
3. Submit, at **our** expense and as often as **we** reasonably require, to physical examinations by physicians **we** select.
4. Authorize **us** to obtain medical reports and other pertinent records.
5. Submit any proof of **loss** when required by **us**.
6. Not, except at **your** own cost, voluntarily make any payment, assume any obligation or incur any expense other than for immediate treatment to others as shall be necessary at the time of **loss**.
7. Submit to examination under oath by anyone designated by **us**, subscribe the same, procure and produce for **our** examination all pertinent records, receipts and invoices, or copies, if the originals are lost, permitting copies to be made, all at a reasonable time and place **we** shall designate.
8. A **person** seeking coverage for damage to **your covered car** must also:
 - a. Take reasonable steps after **loss**, at **our** expense, to protect **your covered car** and its equipment from further **loss**.
 - b. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

PART I

GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only during the policy period within the policy territory. This policy is effective for the policy period shown on the Declarations if the required premium is paid, except that coverage shall not be afforded for any **car** accident occurring prior to the effective date and hour shown on the application for coverage under this policy.

The policy territory is the United States of America, its territories or possessions, or Canada or while the **covered car** is being transported between ports thereof.

CHANGES

This policy contains all agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us** and signed by an executive officer. A written request to change coverage(s) shall take effect at the date and hour shown on the written request. Should a loss occur prior to the date and hour shown on the written request to change coverage(s), coverage(s) in effect at the time of the loss will apply to the loss. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of the change. If **we** revise this policy form to provide more coverage without additional premium charge, **your** policy will automatically provide the additional coverage as of the day the revision is effective in **your** state.

CHANGE OF POLICY MAILING ADDRESS

Your policy mailing address may be changed based on the most recent address provided by:

1. the United States Postal Service; or
2. **You**.

LEGAL ACTION AGAINST US

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under Part A Liability Coverage, no legal action may be brought against **us** until the amount of damages a **covered person** is legally liable to pay has been finally determined by:

- (1) Judgment after actual trial, and appeal if any; or
- (2) Agreement between the **covered person**, the claimant and **us**.

If, the **covered person** or their legal representative shall institute any legal action for **bodily injury** or property damage against any **person** or organization, a copy of the summons and complaint or other process served in connection with such legal action, shall immediately be forwarded to **us** by the **covered person** or their legal representative.

No **person** or organization has any right under this policy to bring **us** into any action to determine the liability of a **covered person**.

Bankruptcy or insolvency declared by **you** or **your** estate shall not relieve **us** of **our** obligation.

No legal action may be brought against **us** until thirty days after the required notice of accident, occurrence or **loss** has been filed with **us**.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your right and duties under this policy may not be assigned without **our** written consent. However, if **you** die, coverage will be provided for:

1. **Your** surviving **spouse**;
2. Any **person** with proper custody of **your covered car**, until a legal representative is qualified; and then
3. The legal representative while acting within the scope of his or her duties.

OUR RIGHT TO RECOVER OUR PAYMENT

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

If **we** made a payment under this policy and the **person** to or for whom payment is made recovers damages from another, that **person** shall hold any proceeds of the recovery in trust for **us** and shall reimburse **us** to the extent of **our** payment, regardless of whether they are made whole.

LOSS PAYMENT

At **our** option, **we** will pay:

1. **you** or some other **person** named in the policy that is legally entitled to receive payment for a covered **loss**; or
2. a **person** or entity on **your** behalf. If payment is to one **person** or entity named on the declaration of this policy, this shall satisfy **our** obligation even if more than one **person** or entity is named on the declaration.

TERMINATION

Cancellation. This policy may be cancelled during the policy period as follows:

1. **You** may cancel by returning this policy to **us** or by giving **us** advance notice of the date cancellation is to take effect.
2. **We** may cancel by mailing to **you** at the last known address shown on **our** records,
 - a. at least 10 days notice
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first 60 days this policy is in effect; or
 - b. 20 or 30 days in accordance with the law in effect in **your** state at the time of cancellation.
3. After this policy is in effect for 60 days, **we** will cancel only:
 - a. for nonpayment of premium; or

- b. if **your** driver's license or that of any other driver who lives with **you** or customarily **uses your covered car** has been suspended or revoked during the policy period; or

- c. for any other reason allowed by law.

4. If **you** cancel **your** policy, earned premiums shall be computed on a pro rata basis. Any unearned premium will be returned to **you** unless **your** premium for this policy is financed and the finance agreement requires the unearned premium to be applied to that account.

5. If **we** cancel **your** policy, earned premiums shall be computed on a pro rata basis. Any unearned premium will be returned to **you** unless **your** premium for this policy is financed and the finance agreement requires the unearned premium to be applied to that account.

Premium adjustment may be made at the time cancellation is effective or as soon as practicable thereafter, but the payment of unearned premium is not a condition of cancellation.

Nonrenewal. If **we** decide not to renew or continue this policy, **we** will mail notice to **you** at the last known address shown on **our** records at least 10 days before the end of the policy period.

Automatic Termination. This policy may be continued in force for successive policy periods by payment of the required premium. If **we** offer to renew or continue **your** policy and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean **you** have not accepted **our** offer.

Other Termination Provisions.

1. If the law in effect in **your** state at the time this policy is issued, renewed or continued, requires a 20 or 30 day notice or any longer notice period, any special form of or procedure for giving notice, or modifies any of the stated termination reasons, **we** will comply with those requirements.
2. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. The effective date of termination stated in the notice shall become the end of the policy period.
4. This policy may be cancelled or non-renewed for failure to maintain membership in the Alabama Farmers Federation or its successors with termination to be effective the date stated in the written notice.

TWO OR MORE CAR INSURANCE POLICIES

If this policy and any other **car** insurance policy issued to **you** by **us** apply to the same **car** accident, the limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

This provision does not apply to Part D of this policy to the extent that the applicable state law allows additional coverage.

OTHER INSURANCE

If other insurance also covers the **loss** or **bodily injury**, **we** will pay only **our** share. **Our** share is the proportion **our** limit of liability bears to the total of all applicable limits.

However, any insurance **we** provide with respect to a **car** or **trailer you** do not own shall be excess over any other collectible insurance.

If **you** have other collectible **car** insurance with respect to a **newly acquired car**, there is no coverage under this policy.

TERMS OF POLICY CONFORMED TO STATUTE

Policy terms which are in conflict with the statutes of the State wherein this policy is countersigned are hereby amended to conform to such statutes.

NO BENEFIT TO BAILEE

Under Coverages E and F of this policy, no payment shall be made to benefit a bailee or carrier liable for **loss** to the **covered car**.

DECLARATIONS

By accepting this policy **you** agree that the statements in the application and declarations are true and that this policy is issued in reliance on those statements and that this policy embodies all agreements existing between **you** and **us** or any of **our** agents.

We insure **you** on the basis that **your** statements in the application are true and it is agreed that any untrue statements or answers contained therein or any facts concealed, intentionally or otherwise, which would materially affect **our** decision to insure **you**, may void any insurance issued by **us**.

CONCEALMENT, FRAUD OR MISREPRESENTATION

This insurance is void in any case of concealment, fraud or misrepresentation by an **insured** as it relates to this insurance at any time. It is also void if an **insured**, at any time, conceals or misrepresents a material fact concerning:

1. application for this insurance;
2. this insurance;
3. the covered property;
4. an **insured's** interest in the covered property, or
5. a claim under this insurance.

NO CONTINGENT LIABILITY

This policy is non-assessable.

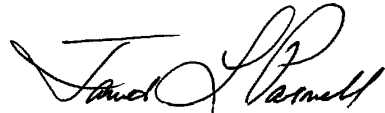
MUTUAL CONDITIONS

This policy is issued by a Mutual Company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance of which the following shall apply and form part of this policy:

We hereby notify **you** that by virtue of this policy, **you** are a member of the Alfa Insurance Company of Montgomery, Alabama, whose name appears on **your** current declaration, and **you** are entitled to vote either in person or by proxy at any and all meetings of the membership of **our** company. The annual meetings shall be held at **our** executive offices in Montgomery, Alabama, on the fourth Thursday of April in each year at eleven o'clock A.M., unless changed at the preceding annual meetings of members, or by the Board of Directors and notice given. If a member has authorized the Board of Directors to vote as their proxy at said meeting and wishes to revoke such proxy, such member may do so by written notice to the Secretary, by registered mail to 2108 East South Boulevard, Montgomery, Alabama, 36116, at least 20 days prior to said meeting.

This policy is made and accepted subject to the foregoing provisions or otherwise stated, and to the articles of incorporation and by-laws of **our** company (and any amendments made), together with such other provisions as may be endorsed or added, signed by the officers authorized to do so, all of which, together with **your** application on file in this office which is and shall be a continuing warranty by **you**, are made a part of this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President.

[]

President

NOTICE**If You Have An Accident**

To report a claim please contact your local Alfa representative or Alfa customer service at 1-800-964-2532 or www.alfainsurance.com.

IN CASE OF ACCIDENT

1. Notify the police about your accident as soon as possible. Do not leave the scene.
2. Write down the names and addresses of all persons involved, and of all witnesses.
3. Report the claim to Alfa by contacting your local Alfa representative, or by calling 1-800-964-2532 or by logging onto www.alfainsurance.com.
4. Do not admit liability and do not discuss your accident with anyone except a known Alfa representative or the police.

Declarations

Car Policy
Policy Number: 12000149027

Alfa Insurance

P.O. BOX 11000
MONTGOMERY, AL 36191-0001



Your Hometown Alfa[®] Agent
SC001 TERRITORY#9 K2
1326A S EUFAULA
EUFAULA, AL 36027
334-687-8268
alfacustomerservice@alfains.com



Named Insured(s): DEMETRIA WALKER VANTARES WALKER	Membership Number: 00065888
Mailing Address: 206 WILLOW OAKS CT EUFAULA, AL 36027-3409	State: Alabama
Policy Number: 12000149027	Total Policy Premium: \$2,241.96
Policy Type: Personal Automobile	Declarations Type: Renewal
Policy Effective Date: February 29, 2024	Insurer: Alfa Mutual Insurance Company
	Policy Expiration Date: August 31, 2024

This policy term is effective and will expire 12:01 a.m. Standard Time on the dates shown above and will be effective for this and subsequent policy terms if the required current and renewal premium is paid by you, or on your behalf and if payment is accepted by us.

2012 LEXUS ES / VIN: JTHBK1EG0C2512184

Primary Driver: DEMETRIA WALKER	Vehicle Type: Private Passenger
Rated Driver: DEMETRIA WALKER	Use: COMMUTER
	Annual Mileage: 7,501
Garage Location: 206 WILLOW OAKS CT, EUFAULA, AL 36027-3409	

Coverages	Limits	Premiums
Liability		
Bodily Injury	\$25,000 / 50,000 Each Person / Each Accident	\$99.57
Property Damage	\$25,000 Each Accident	\$127.50
Medical Payments	\$5,000 Each Person	\$18.62
Physical Damage		
Comprehensive	\$500 Deductible	\$137.40
Collision	\$500 Deductible	\$341.21
Uninsured / Underinsured Motorist		
Bodily Injury	\$25,000 / 50,000 Each Person / Each Accident	\$39.01
Optional Coverages (Premiums and Coverages shown where applicable)		
Loss of Income	No Coverage	Government No Coverage
Customized	No Coverage	Lease / Loan No Coverage
Roadside Assistance	\$4.03	Camper Shell No Coverage
Loss of Use	\$25.60	
	\$40 Daily Limit	
	\$1000 Maximum Limit	
Total Vehicle Premium:		\$792.94

54 5879*

THIS IS NOT A BILL.

Your bill is being mailed separately.

Declarations

Car Policy

Policy Number: 12000149027

2015 GMC SIERRA / VIN: 3GTU2WEC3FG297366

Primary Driver: VANTARES WALKER Vehicle Type: Pickup/SUV
 Rated Driver: VANTARES WALKER Use: pleasure
 Annual Mileage: 7,500

Garage Location: 206 WILLOW OAKS CT, EUFAULA, AL 36027-3409

Coverages	Limits	Premiums
Liability		
Bodily Injury	\$25,000 / 50,000 <i>Each Person / Each Accident</i>	\$88.86
Property Damage	\$25,000 <i>Each Accident</i>	\$113.78
Medical Payments	\$5,000 <i>Each Person</i>	\$17.19
Physical Damage		
Comprehensive	\$500 Deductible	\$97.13
Collision	\$500 Deductible	\$293.12
Uninsured / Underinsured Motorist		
Bodily Injury	\$25,000 / 50,000 <i>Each Person / Each Accident</i>	\$39.01
Optional Coverages (Premiums and Coverages shown where applicable)		
Loss of Income	No Coverage	Government No Coverage
Customized	No Coverage	Lease / Loan No Coverage
Roadside Assistance	\$4.54	Camper Shell No Coverage
Loss of Use	\$25.60	
	\$40 <i>Daily Limit</i>	
	\$1000 <i>Maximum Limit</i>	
Total Vehicle Premium:		\$679.23

THIS IS NOT A BILL.
 Your bill is being mailed separately.

Declarations

Car Policy

Policy Number: 12000149027

2011 INFINITI M37 / VIN: JN1BY1AP0BM322803

Primary Driver: VANTARES WALKER Vehicle Type: Private Passenger
 Rated Driver: VANTARES WALKER Use: pleasure
 Annual Mileage: 7,501

Garage Location: 206 WILLOW OAKS CT, EUFAULA, AL 36027-3409

Coverages	Limits	Premiums
Liability		
Bodily Injury	\$25,000 / 50,000 <i>Each Person / Each Accident</i>	\$97.57
Property Damage	\$25,000 <i>Each Accident</i>	\$124.98
Medical Payments	\$5,000 <i>Each Person</i>	\$18.11
Physical Damage		
Comprehensive	\$500 Deductible	\$135.44
Collision	\$500 Deductible	\$325.35
Uninsured / Underinsured Motorist		
Bodily Injury	\$25,000 / 50,000 <i>Each Person / Each Accident</i>	\$39.01
Optional Coverages (Premiums and Coverages shown where applicable)		
Loss of Income	No Coverage	Government No Coverage
Customized	No Coverage	Lease / Loan No Coverage
Roadside Assistance	\$3.73	Camper Shell No Coverage
Loss of Use	\$25.60 \$40 <i>Daily Limit</i> \$1000 <i>Maximum Limit</i>	
Total Vehicle Premium:		\$769.79

Household Members (14 years and older)

Driver: VANTARES WALKER
 Driver: DEMETRIA WALKER

Policy Discounts

Length of Service Discount
 Multi-car discount
 Combo Discount

Vehicle Discounts

(May not apply to all coverages.)

2012 LEXUS ES
 Anti Theft Discount
 Airbag Discount
2015 GMC SIERRA
 Airbag Discount
 Anti Theft Discount
2011 INFINITI M37
 Airbag Discount
 Anti Theft Discount

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 Your bill is being mailed separately.

Declarations

Car Policy
Policy Number: 12000149027

Additional Interest(s) on the Vehicle(s)

2012 LEXUS ES

Type: Lienholder First
Name: FORT KNOX FEDERAL CREDIT UNION
Address: PO BOX 900
RADCLIFF, KY 40159

2015 GMC SIERRA

Type: Lienholder First
Name: ASE CREDIT UNION
Address: PO BOX 941630
MAITLAND, FL 32794

FRAUD WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof. Alfa will provide information regarding possible criminal acts to the appropriate authorities as required by law.

THIS IS NOT A BILL.
Your bill is being mailed separately.

EXHIBIT B

Vehicle Valuation Report

Prepared For ALFA Insurance Company

Claim Information

Claim Number A0000688828	Policy Number	Loss Type COMPREHENSIVE	Owner Demetria Walker +1-334-6160401
Loss Date 11/24/2022	Reported Date 11/28/2022	Valuation Report Date 11/30/2022	Valuation Report ID 13466563
			Version Number 1

Vehicle Information

Year 2009	Make Acura	Model TL 4 Door Sedan 3.5L 6 Cyl Gas A FWD	Location AL 36027	Mileage 234,807 miles
Ext Color	License	VIN 19UUA86219A014682	Title History No	

Valuation Summary

Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	\$8,035.93
Condition -	\$104.80
Prior Damage	\$0.00
Aftermarket Parts	\$0.00
Refurbishment	\$0.00
Market Value =	\$7,931.13

Settlement Value:
\$7,728.55

Settlement Adjustments

Adjustments specific to your policy

(3.750%) Tax +	\$297.42
Deductible -	\$500.00
Settlement Value =	\$7,728.55

J.D. POWER

Mitchell WorkCenter® Total Loss

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 **mitchell**
INSURANCE COMPANY