EUROPE AUTO POLICY

READ YOUR POLICY, DECLARATIONS AND ENDORSEMENTS CAREFULLY

The auto insurance contract between the named insured and the company shown on the Declarations page consists of this policy plus the Declarations page and any applicable endorsements. The Quick Reference section outlines essential information contained on the Declarations and the major parts of the policy.

The policy provides the coverages and amounts of insurance shown on the Declarations for which a premium is shown.

This auto policy is underwritten through USAA EU DAC, which is incorporated under the laws of the Republic of Ireland. Its registered office is at 35 Shelbourne Road, Ballsbridge, Dublin, D04 A4E0, Ireland, and it is registered with the Republic of Ireland's Companies Registration Office.

You may contact USAA EU DAC at:

Phone: 0800-817-59 (toll free in Belgium from a mobile or landline)

00-800-531-81110 (from Europe)

Fax: 00-800-858-58111 (from Europe)

USAA EU DAC is regulated by the Central Bank of Ireland.

Central Bank of Ireland
N Wall Quay
North Wall
Dublin, D01 F7X3
Ireland
+353 1 224 6000

USAA EU DAC is registered with the Republic of Ireland's Companies Registration Office under the number B-224622.

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AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages and limits of liability for which a premium is shown on the Declarations. The USAA EU DAC is written in English.

DEFINITIONS

The words defined below are used throughout this policy. They are in **boldface** when used.

A. **"You"** and **"your"** refer to the "named insured" shown on the Declarations and spouse or registered civil partner if a resident of the same household.

B. **"We**," **"us"** and **"our"** refer to the Company providing this insurance.

C. **"Auto business"** means the business of altering, customizing, leasing, parking, repairing, road testing, delivering, selling, servicing, towing, repossessing or storing vehicles.

D. **"Bodily injury"** (referred to as **BI**).

1. **"Bodily injury"** means bodily harm, sickness, disease or death.

2. **"Bodily injury"** does not include mental injuries such as emotional distress, mental anguish, humiliation, mental distress or any similar injury unless it arises out of physical injury to some person.

E. **"Cohabitant"** means one unmarried adult residing primarily in **your** household with whom **you** share a mutually committed personal and financial relationship intended to last indefinitely for the purpose of a domestic life. Both persons must be 18 years of age or older and may not be related to each other by blood. Neither may be married to another person or be a cohabitant or partner by civil union or domestic partnership with any other person.

F. **"Driving contest or challenge"** includes but is not limited to:

1. A competition against other people, vehicles or time;

2. An activity that challenges the speed or handling characteristics of a vehicle or improves or demonstrates driving skills, provided the activity occurs on a track or course that is closed from non-participants; or

3. Driving on the Nürburgring Nordschleife.

G. **"Family member"** means a person related to **you** by blood, marriage, registered civil partnership or adoption who resides primarily in **your** household. This includes a ward or foster child. A **family member** includes the following when residing primarily in **your** household: a ward, foster child, **cohabitant** and **your cohabitant's** dependent children.

H. **"Fungi"** means any type or form of **fungi**, including mold or mildew, and includes any mycotoxins, spores, scents or byproducts produced or released by **fungi**.

I. **"Miscellaneous vehicle"** means the following motorized vehicles: motor home, golf cart, snowmobile, all-terrain vehicle or dune buggy.

J. **"Motorcycle"** means a two- or three-wheeled motor vehicle that is subject to motor vehicle licensing in the location where the **motorcycle** is principally garaged.

K. **"Motor vehicle"** means:

1. A private passenger auto, pickup or **van**;

2. A **motorcycle** that is not used in any business or occupation but only if a **motorcycle** is shown on the current Declarations.

L. **"Newly acquired vehicle."**

1. **"Newly acquired vehicle"** means a **motor vehicle** or **trailer**, not insured under another policy, that is acquired by **you** or any **family member** during the policy period.

2. **We** will automatically provide for the **newly acquired vehicle** the broadest coverages as are provided for any vehicle shown on the Declarations. If **your** policy does not provide Comprehensive Coverage or Collision Coverage, **we** will automatically provide these coverages for the **newly acquired vehicle** subject to a $500 deductible for each loss.

3. Any automatic provision of coverage under paragraph L.2 will apply for up to 30 days after the date **you** or any **family member** becomes the owner of the **newly acquired vehicle**. If **you** wish to continue coverage for the **newly acquired vehicle** beyond this 30-day period, **you** must request it during this 30-day period, and **we** must agree to provide the coverage **you** request for this vehicle. If **you** request coverage after this 30-day period, any coverage that **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.

M. **"Occupying"** means in, on, getting into or out of.

N. **"Property damage"** (referred to as **PD**).

1. **"Property damage"** means physical injury to, destruction of or loss of use of tangible property.
2. For purposes of this policy, electronic data is not tangible property. Electronic data means information, facts or programs:
   a. Stored as or on,
   b. Created or used on, or
   c. Transmitted to or from

   computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment.

O. **"Regular use"** for purposes of this policy means having care, custody or control of a vehicle for more than 60 days, regardless of whether the use is continuous during the 60 days.

P. **"Ride sharing activity"** means use of **your covered auto** to provide prearranged transportation of persons or property in conjunction with a **transportation network company**.

Q. **"Trailer"** means a vehicle designed to be pulled by a **motor vehicle**. It also means a farm wagon or implement while towed by such vehicles.

R. **"Transportation network company"** means a person or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect clients with drivers who use their personal vehicles to provide the requested transportation. Examples of a transportation network company include but are not limited to Uber and Lyft.

S. **"Van"** means a four-wheeled land motor vehicle of the van type with a rated load capacity of not more than 2,000 pounds.

T. **"Your covered auto"** means:

1. Any vehicle shown on the Declarations.
2. Any **newly acquired vehicle**.
3. Any **trailer you** own.

PART A - LIABILITY COVERAGE

DEFINITIONS

"Covered person."

1. **"Covered person"** as used in this Part means:
   a. **You** or any **family member** for the ownership, maintenance, or use of any **motor vehicle** or **trailer**.
   b. Any person using **your covered auto**.
   c. Any other person or organization but only with respect to legal liability imposed on them for the acts or omissions of a person for whom coverage is afforded in paragraphs 1.a or 1.b above. With respect to a **motor vehicle** or **trailer** other than **your covered auto**, this provision only applies if the other person or organization does not own or hire the **motor vehicle** or **trailer**.
2. The following are not **covered persons** under Part A:
   a. The United States of America or any of its agencies.
   b. Any person with respect to **BI** or **PD** resulting from the operation of a **motor vehicle** by that person as an employee of the United States government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action that may be brought for the **BI** or **PD**.
   c. Any transportation network company.

INSURING AGREEMENT

We will pay compensatory damages for **BI** or **PD** for which any **covered person** becomes legally liable because of a **motor vehicle** accident. **We** will settle or defend as **we** consider appropriate any claim or suit asking for these damages. **Our** duty to settle or defend ends when **our** limit of liability for these coverages has been paid or tendered. **We** have no duty to defend any suit or settle any claim for **BI** or **PD** not covered under this policy.

LIMIT OF LIABILITY

For **BI** sustained in any one **motor vehicle** accident, **our** maximum limit of liability for all resulting damages—including, but not limited to, all direct, derivative or consequential damages recoverable by any persons—is the limit of liability shown on the Declarations for "each accident" for **BI** Liability. The limit of liability shown on the Declarations for "each accident" for **PD** Liability is **our** maximum limit of liability for all damages to all property resulting from any one **motor vehicle** accident.

These limits are the most **we** will pay regardless of the number of:

1. **Covered persons**,
2. Claims made,
3. Vehicles or premiums shown on the Declarations, or
4. Vehicles involved in the **motor vehicle** accident.

However, if a policy provision that would defeat coverage for a claim under this Part is declared to be unenforceable as a violation of any financial responsibility law or similar law, **our** limit of liability will be the minimum required by that law.

SUPPLEMENTARY PAYMENTS

In addition to **our** limit of liability, **we** will pay on behalf of a **covered person**:

1. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend. But **we** will not pay the premium for bonds with a face value over **our** limit of liability shown on the Declarations.
2. Prejudgment interest awarded against the **covered person** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of liability, **we** will not pay any prejudgment interest based on that period of time after the offer.
3. Interest accruing in any suit **we** defend on that part of a judgment that does not exceed **our** limit of liability. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment that does not exceed **our** limit of liability.
4. Up to $250 a day for loss of wages because of attendance at hearings or trials at **our** request.
5. The amount a **covered person** must pay to the United States government because of damage to a government-owned private passenger auto, pickup or **van** that occurs while the vehicle is in the care, custody or control of a **covered person**. The most **we** will pay is an amount equal to one month of the basic salary of the **covered person** at the time of a loss.
6. Other reasonable expenses incurred at **our** request.
7. All defense costs **we** incur.
8. Emergency treatment fees as set out in any applicable road traffic act.

EXCLUSIONS

A. **We** do not provide Liability Coverage for any **covered person**:

1. For **PD** to property owned or being transported by a **covered person**.
2. For **PD** to property rented to, used by or in the care of any **covered person**. This exclusion (A.2) does not apply to damage to a residence or garage.
3. While employed or otherwise engaged in the **auto business**. This exclusion (A.3) does not apply to the ownership, maintenance or use of **your covered auto** by **you**, any **family member**, or any partner, agent or employee of **you** or any **family member**.
4. Maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation other than the **auto business**, farming or ranching. This exclusion (A.4) does not apply to the maintenance or use of:
    a. A private passenger auto, a pickup or **van** owned by **you** or any **family member**, or a **trailer** used with these vehicles.
    b. A pickup or **van** not owned by **you** or any **family member** if the vehicle's owner has valid and collectible primary liability insurance or self-insurance in force at the time of the accident.

5. For **BI** or **PD** for which that person is an insured under any nuclear energy liability policy. This exclusion (A.5) applies even if that policy is terminated due to exhaustion of its limit of liability.
6. For **BI** or **PD** occurring while **your covered auto** is rented or leased to others, or shared as part of a personal vehicle sharing program.
7. For punitive or exemplary damages.
8. For **BI** sustained as a result of exposure to **fungi**, wet or dry rot, or bacteria.
9. For that person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or cargo for a fee. This exclusion (A.9) does not apply to;
   a. A share-the-expense car pool or
   b. **Your covered auto** used for volunteer work when reimbursement is limited to mileage expenses.
10. For that person's liability arising out of the ownership, maintenance or use of a vehicle while it is being used in **ride sharing activity**. This exclusion (A.10) applies during the time the **covered person** is logged on to the **transportation network company's** online-enabled application or platform and available to accept a passenger or delivery assignment, whether or not a passenger or delivery assignment has been accepted. When a passenger or delivery assignment has been accepted, coverage is excluded while the passenger or property to be delivered is **occupying your covered auto**. However, this exclusion (A.10) does not apply to a share-the-expense car pool.
11. For **BI** or **PD** arising out of any terrorist act.

B. **We** do not provide Liability Coverage for the ownership, maintenance or use of:
   1. Any vehicle that is not **your covered auto** unless that vehicle is:
      a. A **motor vehicle**, or
      b. A vehicle used in the business of farming or ranching.
   2. Any vehicle, other than **your covered auto**, that is owned by **you**, or furnished or available for **your regular use**. This exclusion (B.2) does not apply to a vehicle not owned by **you** if the vehicle's owner has valid and collectible primary liability insurance or self-insurance in force at the time of the accident.
   3. Any vehicle, other than **your covered auto**, that is owned by or furnished or available for the **regular use** of any **family member**. This exclusion (B.3) does not apply:
      a. To **your** maintenance or use of such vehicle, or
      b. To a **vehicle** not owned by any **family member** if the vehicle's owner has valid and collectible primary liability insurance or self-insurance in force at the time of the accident.
   4. Any vehicle while being operated in or in practice for any **driving contest or challenge**.

C. There is no coverage for liability assumed by any **covered person** under any contract or agreement.

OUT OF COUNTRY COVERAGE

A. If a **motor vehicle** accident to which this policy applies occurs in any country within the policy territory shown in Part E - General Provisions other than the one in which **your covered auto** is principally garaged, **your** policy will provide at least the minimum amounts and types of liability coverages required by law but in no event less than:
   1. The limits of liability shown on the Declarations or
   2. If the accident occurs in the United States of America, its territories or possessions, Puerto Rico, Canada, or the Republic of Korea, the applicable limits in Part E – General Provisions, Policy Period and Territory.

B. No one will be entitled to duplicate payments for the same elements of loss.

C. Court decisions, mediation agreements, arbitration awards, and any other judicial or nonjudicial orders or awards, in respect of claims in connection with this Auto Contract, rendered elsewhere but in the EU, the UK or any country for which the certificate of Insurance is valid will not be enforceable against the Company issuing the contract and will not entitle the **Covered Person** nor any third Party involved in a claim to receive any kind of compensation derived from that Court decision. **You** should seek additional coverage to cover such risks.

OTHER INSURANCE

If there is other applicable liability insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability under this policy bears to the total of all applicable limits. However, any insurance **we** provide to a **covered person** for a vehicle **you** do not own shall be excess over any other collectible insurance.

PART B - MEDICAL COVERAGE

MEDICAL PAYMENTS COVERAGE

DEFINITIONS

A. **"Covered person"** as used in Medical Payments Coverage means:

1. **You** or any **family member** while **occupying** any **motor vehicle** or **trailer**.
2. Any other person while **occupying your covered auto**.
3. **You** or any **family member** while not **occupying** a **motor vehicle** or **trailer** if injured by:
   a. A motorized vehicle designed for use mainly on public roads,
   b. A **miscellaneous vehicle** or
   c. A **trailer**.

B. **"Medical payment fee"** is an amount that **we** will pay for charges made by a licensed hospital, licensed physician or other licensed medical provider for **medically necessary and appropriate medical services**. The amount that **we** will pay will be one of the following:

1. The amount provided by an applicable agreement with a Preferred Provider Organization, Preferred Provider Network or other similar agreement; or
2. The amount required, approved or allowed by a fee schedule established by a state, federal or other governmental entity in the relevant geographic area; or
3. The amount negotiated with the provider; or
4. The lesser of the following:
   a. The actual amount billed; or
   b. A reasonable fee for the service provided.

C. **"Medically necessary and appropriate medical services."**

1. **"Medically necessary and appropriate medical services"** are those services or supplies provided or prescribed by a licensed hospital, licensed physician or other licensed medical provider that are required to identify or treat **BI** caused by a **motor vehicle** accident and sustained by a **covered person** and that are:
   a. Consistent with the symptoms, diagnosis and treatment of the **covered person's** injury and appropriately documented in the **covered person's** medical records;
   b. Provided in accordance with recognized standards of care for the **covered person's** injury at the time the charge is incurred;
   c. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multidisciplinary medical groups;
   d. Not primarily for the convenience of the **covered person**, his or her physician, hospital, or other health care provider;
   e. The most appropriate supply or level of service that can be safely provided to the **covered person**; and
   f. Not excessive in terms of scope, duration or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment.

2. However, **"medically necessary and appropriate medical services"** do not include the following:

   a. Nutritional supplements or over-the-counter drugs;

   b. Experimental services or supplies, which means services or supplies that **we** determine have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed; or

   c. Inpatient services or supplies provided to the **covered person** when these could safely have been provided to the **covered person** as an outpatient.

INSURING AGREEMENT

A. **We** will pay only the **medical payment fee** for **medically necessary and appropriate medical services** and the reasonable expense for funeral services. These fees and expenses must:

   1. Result from **BI** sustained by a **covered person** in a **motor vehicle** accident and

   2. Be incurred for services rendered within one year from the date of the **motor vehicle** accident.

B. **We** or someone on **our** behalf will review, by audit or otherwise, claims for benefits under this coverage to determine if the charges are **medical payment fees** for **medically necessary and appropriate medical services** or reasonable expenses for funeral services. A provider of medical or funeral services may charge more than the amount **we** determine to be **medical payment fees** and reasonable expenses, but such additional charges are not covered.

C. **We** will not be liable for pending or subsequent benefits if a **covered person** or assignee of benefits under Medical Payments Coverage unreasonably refuses to submit to an examination as required in Part E - General Provisions, Duties After An Accident or Loss.

LIMIT OF LIABILITY

A. The limit of liability shown on the Declarations for Medical Payments Coverage is the maximum limit of liability for each**covered person** injured in any one accident. This is the most **we** will pay regardless of the number of:

   1. **Covered persons**,

   2. Claims made,

   3. Vehicles or premiums shown on the Declarations, or

   4. Vehicles involved in a **motor vehicle** accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A of this policy.

EXCLUSIONS

We do not provide benefits under this Part for any **covered person** for **BI**:

1. Sustained while **occupying** any vehicle that is not **your covered auto** unless that vehicle is:

   a. A **motor vehicle**, or

   b. A vehicle used in the business of farming or ranching.

2. Sustained while **occupying your covered auto** when it is being used to carry persons for a fee. This exclusion (2) does not apply to:

   a. A share-the-expense car pool or

   b. **Your covered auto** used for volunteer work when reimbursement is limited to mileage expenses.

3. Sustained while **occupying** any vehicle located for use as a residence.

4. Occurring during the course of employment if workers' compensation benefits are required or available.

5. Sustained while **occupying** or when struck by any vehicle, other than **your covered auto**, that is owned by **you**.

6. Sustained while **occupying** or when struck by any vehicle, other than **your covered auto**, that is owned by any **family member**. This exclusion (6) does not apply to **you**.

7. Sustained while **occupying** a vehicle without expressed or implied permission.

8. Sustained while **occupying** a vehicle when it is being used in the business or occupation of a **covered person**. This exclusion (8) does not apply to **BI** sustained while **occupying** a private passenger auto, pickup or **van**, or a **trailer** used with that vehicle.

9. Caused by or as a consequence of war, insurrection, revolution, nuclear reaction or radioactive contamination.
10. Sustained while **occupying your covered auto** while it is rented or leased to others, or shared as part of a personal vehicle sharing program.
11. Sustained while a participant in or in practice for any **driving contest or challenge**.
12. Sustained as a result of a **covered person's** exposure to **fungi**, wet or dry rot, or bacteria.
13. Sustained while **occupying your covered auto** when it is being used in **ride sharing activity**. This exclusion (13) applies during the time the **covered person** is logged on to the **transportation network company's** online-enabled application or platform and available to accept a passenger or delivery assignment, whether or not a passenger or delivery assignment has been accepted. When a passenger or delivery assignment has been accepted, coverage is excluded while the passenger or property to be delivered is **occupying your covered auto**. However, this exclusion (13) does not apply to a share-the-expense car pool.

OTHER INSURANCE

If there is other applicable **motor vehicle** medical payments insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability under this policy bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other collectible **motor vehicle** insurance providing payments for medical or funeral expenses.

SPECIAL PROVISIONS

If **your covered auto** and every other **motor vehicle you** own are within the policy territory referred to in Part E - General Provisions, then coverage under Medical Payments Coverage will apply to **you** and any **family member** anywhere in the world.

PART C - UNINSURED MOTORISTS COVERAGE (referred to as UM Coverage)

This Part does not apply.

PART D - PHYSICAL DAMAGE COVERAGE

DEFINITIONS

A. **"Actual cash value"** means the amount that it would cost at the time of **loss** to buy a comparable vehicle. As applied to **your covered auto**, a comparable vehicle is one of the same make, model, model year, body type and options with substantially similar mileage and physical condition.

B. **"Collision"** means the impact with an object and includes upset of a vehicle. **Loss** caused by the following is covered under Comprehensive Coverage and is not considered **collision**: fire; missiles or falling objects; hail, water or flood; malicious mischief or vandalism; theft or larceny; riot or civil commotion; explosion or earthquake; contact with bird or animal; windstorm; or breakage of window glass. If breakage of window glass is caused by a **collision**, **you** may elect to have it considered a loss caused by **collision**.

C. **"Custom equipment"** means paint or murals, equipment, furnishings, and parts permanently installed on **your covered auto** other than:

1. Original manufacturer paint, equipment, furnishings or parts;
2. Any replacement of original manufacturer paint, equipment, furnishings or parts with other paint, equipment, furnishings or parts of like kind and quality;
3. Equipment, furnishings or parts designed to assist persons with disabilities;
4. Anti-theft devices and devices intended to monitor or record driving activity; and
5. Tires of a substantially similar size as those installed by the manufacturer.

D. **"Loss"** means direct and accidental damage to the operational safety, function or appearance of, or theft of **your covered auto** or personal property contained in **your covered auto**. **Loss** includes a total loss but does not include any damage other than the cost to **repair** or replace. **Loss** does not include any loss of use or diminution in value that would remain after **repair** or replacement of the damaged or stolen property.

E. **"Nonowned vehicle."**

1. **"Nonowned vehicle"** means any **motor vehicle** or **trailer** not owned by or furnished or available for the **regular use** of **you** or any **family member**. This applies only when the vehicle is in the custody of or being operated by **you** or any **family member**.

2. A **nonowned vehicle** does not include any of the following vehicles used in any business or occupation other than farming or ranching:

   a. A pickup,

   b. A **van** or

   c. A **motorcycle**.

F. **"Repair."**

1. **"Repair"** means restoring the damaged property to its pre-**loss** operational safety, function and appearance. This may include the replacement of component parts.

2. **Repair** does not require:

   a. A return to the pre-**loss** market value of the property;

   b. Restoration, alteration or replacement of undamaged property, unless such is needed for the operational safety of the vehicle; or

   c. Rekeying of locks following theft or misplacement of keys.

G. **"Your covered auto"** as used in this Part includes:

1. **Custom equipment** up to a maximum of $5,000 in or on **your covered auto**.

2. A **nonowned vehicle**. If there is a **loss** to a **nonowned vehicle**, **we** will provide the broadest coverage shown on the Declarations.

INSURING AGREEMENT

A. Comprehensive Coverage (excluding **collision**).

1. Physical damage. **We** will pay for **loss** caused by other than **collision** to **your covered auto**, including its equipment, and personal property contained in **your covered auto**, minus any applicable deductible shown on the Declarations. The deductible will be waived for **loss** to window glass that can be repaired rather than replaced. In cases where the repair proves unsuccessful and the window glass must be replaced, the full amount of the deductible, if any, must be paid.

2. Transportation expenses. **We** will also pay:

   a. The reasonable amount for transportation expenses incurred by **you** or any **family member** but no more than the cost of renting an Economy Class vehicle as defined under Rental Reimbursement Coverage. This applies only in the event of a total theft of **your covered auto**. **We** will pay only transportation expenses incurred during the period beginning 48 hours after the theft, up to a 50-day maximum time period and ending when **your covered auto** is returned to use or, if not recovered or not **repairable**, up to seven days after **we** have made a settlement offer either verbally or in writing.

   b. If Rental Reimbursement Coverage is afforded, the vehicle class for transportation expenses is the vehicle class shown on the Declarations for Rental Reimbursement Coverage for that vehicle.

B. Collision Coverage. **We** will pay for **loss** caused by **collision** to **your covered auto**, including its equipment, and personal property contained in **your covered auto**, minus any applicable deductible shown on the Declarations.

C. Rental Reimbursement Coverage (for **loss** other than total theft). This is an optional coverage for a fee.

1. **We** will reimburse **you** for expenses **you** or any **family member** incurs to rent a substitute for **your covered auto**. This coverage applies only if:

   a. **Your covered auto** is withdrawn from use due to a **loss** other than a total theft to that vehicle; and

   b. The **loss** is covered under Comprehensive Coverage or caused by **collision**, and the cause of **loss** is not otherwise excluded under Part D - Physical Damage of this policy.

2. **We** will reimburse **you** only for that period of time reasonably required to **repair** or replace **your covered auto**. If **we** determine **your covered auto** is a total loss, the rental period will end no later than seven days after **we** have made a settlement offer.

D. Towing and Labor. This is an optional coverage for a fee. **We** will pay the reasonable costs **you** or any **family member** incurs for the following services each time **your covered auto** is disabled:

1. Jumpstarting.

2. Locksmith services to gain entry to **your covered auto**. This does not include the rekeying of locks following theft or misplacement of keys.
3. Towing or transporting to the nearest place where necessary repairs can be made during regular business hours if the vehicle will not run or is stranded on or immediately next to a public road.
4. Winching.
5. Delivery of gas or oil to, or a change of tire on a disabled vehicle. However, **we** do not pay for the cost of these items.

LIMIT OF LIABILITY

A. Total loss to **your covered auto**. **Our** limit of liability under Comprehensive Coverage and Collision Coverage is the **actual cash value** of the vehicle, inclusive of any **custom equipment**, and the cost to transfer or replace any equipment, furnishings or parts designed to assist persons with disabilities.

1. The maximum amount **we** will include for **loss** to **custom equipment** in or on **your covered auto** is $5,000.
2. **We** will declare **your covered auto** to be a total loss if in **our** judgment the cost to **repair** it would be greater than its **actual cash value** minus its salvage value after the **loss**.

B. Other than a total loss to **your covered auto**:

1. **Our** limit of liability under Comprehensive Coverage and Collision Coverage is the amount necessary to **repair** the **loss** based on **our** estimate or an estimate that **we** approve if submitted by **you** or a third party. Upon request, **we** will identify at least one facility that is willing and able to complete the **repair** for the amount of the estimate.
2. **Our** estimate may specify used, rebuilt, remanufactured or non-Original Equipment Manufacturer (non-OEM) parts.
3. **You** may request that damaged parts be replaced with new Original Equipment Manufacturer (OEM) parts. However, **you** will be responsible for any cost difference between the parts included in **our** estimate and the new OEM parts used in the **repair**.
4. **We** will not take a deduction for depreciation. **We** will take a deduction if prior damage has not been **repaired**. Prior damage does not include wear and tear.

C. Personal property in **your covered auto**. The limits of liability described below are separate from the limits available for a **loss** to **your covered auto**.

1. **Our** limit of liability under Comprehensive Coverage and Collision Coverage is the lesser of:
   a. The amount necessary to replace the damaged or stolen property, or
   b. $250.
2. **We** will not take a deduction for depreciation.

D. Under Rental Reimbursement Coverage, **our** maximum limit of liability is the reasonable amount of necessary to reimburse you for expenses incurred to rent a vehicle in the applicable class shown on the Declarations, up to a 50-day maximum time period. For purposes of this coverage, a substitute for your covered auto shall be limited to a noncommercial vehicle designed for personal use that most closely corresponds to the rental vehicle class shown on the Declarations but does not include any additional packages or upgrades. It is possible that a substitute that qualifies for Rental Reimbursement Coverage will not have the same options or features as your covered auto. If you choose to add any extra packages to your selected vehicle class, or to upgrade your rental, you will be responsible for any additional amounts beyond the reasonable amount we agreed to pay for your vehicle class selection.

The vehicle classes are:

1. Economy Class means "mini," small or compact 2- and 4-door cars that are not considered sports or luxury vehicles and are not the estate/station wagon type.
2. Standard Class means standard and full size 2- and 4-door cars that are not considered sports or luxury vehicles and are not the estate/station wagon type.
3. Multipassenger/Truck Class means:
   a. Sports, convertible and luxury cars with an engine size of no more than 2.5 liters;
   b. Estate/station wagons;
   c. Minivans;

d. Mid-size cargo and passenger **vans**;

e. Pickup trucks;

f. "Mini," small and midsize sport utility vehicles (SUVs) that are not considered luxury SUVs; and

g. Any private passenger vehicle equipped to assist persons with disabilities (when available).

E. Under Towing and Labor, **our** limit of liability is the reasonable price for the covered service.

PAYMENT OF LOSS

We may pay for **loss** in money, or **we** may **repair** or replace the damaged or stolen property. **We** may return any stolen property to **you** or to the address shown on the Declarations at **our** expense. If **we** return stolen property, **we** will pay for any damage resulting from the theft. **We** may keep all or part of the damaged or stolen property and pay **you** an agreed or appraised value for it. **We** cannot be required to assume the ownership of damaged property. **We** may settle a claim either with **you** or with the owner of the property.

CUSTOMS DUTY

In addition to **our** limit of liability, **we** will pay any legally valid judgment for a customs duty charged against **you** by any governmental authority because **you** were unable to export **your covered auto** that was not available for export due to a **loss**. **We** will pay this customs duty judgment only if **we** also provide Comprehensive Coverage or Collision Coverage, as applicable, for the **loss**.

You must give **us** immediate notice in writing with complete details about the customs charges. **We** may deal directly with the customs authorities and in **your** name defend against such a levy.

LOSS PAYABLE CLAUSE

Loss or damage under this policy will be paid, as interest may appear, to the named insured and the loss payee shown on the Declarations. This insurance with respect to the interest of the loss payee will not become invalid because of **your** fraudulent acts or omissions unless the **loss** results from **your** conversion, secretion or embezzlement of **your covered auto**. **We** may cancel the policy as permitted by policy terms, and the cancellation will terminate this agreement as to the loss payee's interest. **We** will give the same advance notice of cancellation to the loss payee as **we** give to the named insured shown on the Declarations. **We** may send notices to the loss payee either by mail or by electronic means. However, if the loss payee requests in writing that **we** not send notices, including a notice of cancellation, **we** will abide by that request. When **we** pay the loss payee, **we** will be subrogated to the loss payee's rights of recovery to the extent of payment.

WAIVER OF COLLISION DEDUCTIBLE

We will not apply the deductible to **loss** caused by **collision** with another vehicle if all these conditions are met:

1. The **loss** to **your covered auto** is greater than the deductible amount, and
2. The owner and driver of the other vehicle are identified, and
3. The owner or driver of the other vehicle has a liability policy covering the **loss**, and
4. The driver of **your covered auto** is not legally responsible in any way for causing or contributing to the **loss**.

EXCLUSIONS

We will not pay for:

1. **Loss** to **your covered auto** that occurs while it is being used to carry persons for a fee. This exclusion (1) does not apply to:
   a. A share-the-expense car pool or
   b. **Your covered auto** used for volunteer work when reimbursement is limited to mileage expenses.
2. Damage due and confined to:
   a. Road damage to tires,
   b. Wear and tear,
   c. Freezing, or
   d. Mechanical or electrical breakdown or failure, including such damage resulting from negligent servicing or repair of **your covered auto** or its equipment. **We** will pay for ensuing damage only to the extent the damage occurs outside the major component (such as transmission/transaxle, electrical system, engine including cooling and lubrication thereof, air conditioning, computer, suspension, braking, drive assembly, and steering) in which the initial mechanical or electrical breakdown or failure occurs.

This exclusion (2) does not apply if the damage results from the total theft of **your covered auto**, and it does not apply to Towing and Labor.

3. **Loss** due to or as a consequence of war, insurrection, revolution, nuclear reaction, radioactive contamination or discharge of a nuclear weapon (even if accidental). This exclusion (3) does not apply to loss to **your covered auto** that is insured for Comprehensive Coverage or Collision Coverage under this policy if that **your covered auto** is:

   a. Subject to United States of America Federal Act 31 USC 3721 as amended and supplemented (Military Personnel and Civilian Employee Claims Act), and

   b. Within the policy territory shown in Part E - General Provisions of this policy.

   In lieu of the policy deductibles, a $2,000 deductible applies to **loss** to **your covered auto** once per period of sustained hostility, unless the **loss** occurs during U.S. government authorized shipment, in which case a $20,000 deductible applies. However, no one will be entitled to duplicate payments for the same elements of **loss**.

4. **Loss** to a camper body or **trailer** owned by **you** or any **family member** that is not shown on the Declarations. This exclusion (4) does not apply to a camper body or **trailer you** or any **family member** acquires during the policy period and asks **us** to insure within 30 days after **you** or any **family member** becomes the owner.

5. **Loss** to any **nonowned vehicle** when used by **you** or any **family member** without a reasonable belief that **you** or that **family member** is entitled to do so.

6. **Loss** to equipment designed or used to evade or avoid the enforcement of motor vehicle laws.

7. **Loss** to any **nonowned vehicle** arising out of its use by **you** or any **family member** while employed or otherwise engaged in **auto business** operations.

8. **Loss** to **your covered auto** while it is rented or leased to others, or shared as part of a personal vehicle sharing program.

9. **Loss** to any vehicle while it is being operated in or in practice for any **driving contest or challenge**.

10. **Loss** resulting from:

    a. The acquisition of a stolen vehicle,

    b. Any legal or governmental action to return a vehicle to its legal owner, or

    c. Any confiscation or seizure of a vehicle by governmental authorities.

    This exclusion (10) does not apply to innocent purchasers of stolen vehicles for value under circumstances that would not cause a reasonable person to be suspicious of the sales transaction or the validity of the title.

11. **Loss** resulting from use in any illicit or prohibited trade or transportation.

12. Any **loss** arising out of any act committed:

    a. By or at the direction of **you** or any **family member**, and

    b. With the intent to cause a **loss**.

13. **Loss** caused by **fungi**, wet or dry rot, or bacteria. This means the presence, growth, proliferation, spread or any activity of **fungi**, wet or dry rot, or bacteria. This exclusion (13) does not apply to damage directly resulting from a **loss** covered under Comprehensive Coverage or Collision Coverage.

14. Loss to your **covered auto** that occurs while it is being used in **ride sharing activity**. This exclusion (14) applies during the time the **covered person** is logged on to the **transportation network company's** online-enabled application or platform and available to accept a passenger or delivery assignment, whether or not a passenger or delivery assignment has been accepted. When a passenger or delivery assignment has been accepted, coverage is excluded while the passenger or property to be delivered is **occupying your covered auto**. However, this exclusion (14) does not apply to a share-the-expense car pool.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the **loss**, **we** will pay only **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability under this policy bears to the total of all applicable limits. However, any insurance **we** provide with respect to a **nonowned vehicle** will be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the **nonowned vehicle**.
2. Any other applicable physical damage insurance.
3. Any other source of recovery applicable to the **loss**.

This provision does not apply to Towing and Labor.

APPRAISAL

If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the **actual cash value** and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will pay its chosen appraiser and share the expenses of the umpire equally. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART E - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the **covered person** as defined in this policy shall not relieve **us** of any obligations under this policy.

CHANGES

A. The premium is based on information **we** have received from **you** and other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete.

B. With **your** agreement, **we** will make changes to **your** policy effective the date of change in risk exposure.

   1. Change in exposure means the occurrence of an event listed in paragraphs B.1.a through B.1.h or in paragraph E below, or a similar event that may increase or decrease the policy premium. **You** agree to give **us** notice of any exposure change as soon as is reasonably possible. Changes that may result in a premium adjustment include, but are not limited to, the following:

      a. Change in location where any vehicle is garaged.

      b. Change in description, equipment, purchase date, registration, cost, usage, miles driven annually or operators of any vehicle.

      c. Replacement or addition of any vehicle. A replacement or additional vehicle is a **newly acquired vehicle**.

      d. Deletion of a vehicle. The named insured may request that a vehicle shown on the Declarations be deleted from this policy. The effective date of this change cannot be earlier than the date of the named insured's request unless **we** agree to an earlier date.

      e. Change in date of birth, marital status, driver's license information or driving record of any operator.

      f. Addition or deletion of an operator.

      g. Change, addition or deletion of any coverage or limits.

      h. Change in ownership. If **you** sell **your covered auto** by normal sale or compulsory auction, **you** must notify **us** promptly of the name and address of the purchaser. This does not apply if **you** provide proof that the vehicle is no longer registered to **you** or any **family member**.

   2. If **we** are notified of any change in risk exposure, **we** may need to increase or decrease **your** premium or even cancel your policy. If **we** intend to take any of these actions, **we** will inform **you** of the policy adjustment beforehand. Failure to dispute the information or policy adjustment within 30 days of notification will be considered **your** consent to the policy adjustment.

C. **We** will make any calculations or adjustments of **your** premium using the applicable rules, rates and forms as of the effective date of the change.

D. If **we** make a change that broadens coverage under this edition of **our** policy without additional premium charge, that change will automatically apply to **your** insurance as of the date **we** implement that change in **your** location. This paragraph (D) does not apply to changes implemented with a revision that includes both broadenings and restrictions in coverage. Otherwise, this policy includes all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**.

E. Deployment.

1. If, because of **your** active-duty deployment in one of the military services of the United States, **you** have reduced the coverage on **your covered auto** and placed the vehicle in storage, then, upon **your** return from the deployment, **we** will reinstate the coverage that was on the vehicle prior to the deployment-caused reduction beginning on the date the vehicle is removed from storage.
2. Any reinstatement of coverage under paragraph E.1 will apply for up to 60 days after the date **you** returned from deployment. If **you** wish to continue the reinstated coverage beyond the 60-day period, **you** must request it during the 60-day period. If **you** request reinstated coverage after this 60-day period, any coverage **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.
3. **You** must pay an additional premium as set out in Part E - General Provisions, Changes, paragraph B.1.g for the reinstated coverage.

COHABITANT

Coverage under this policy as a **cohabitant** does not grant membership or associate membership or imply eligibility for membership or associate membership.

COMPLAINT AGAINST US

A. If **you** are not satisfied with **our** service or with **our** handling of a claim, **you** may contact us at:

USAA EU DAC
35 Shelbourne Road
Ballsbridge
Dublin,
D04 A4E0
Ireland
Phone: Belgium 0800-817-59 (toll-free in Belgium from a mobile or landline)

We will acknowledge **your** complaint and attempt to resolve the situation as quickly as possible. When warranted, **we** will provide **you** with a suggested resolution within five days from receipt of **your** complaint. **We** will inform **you** if **your** complaint cannot be resolved within 5 days and communicate a suggested resolution within 40 days after the initial notification.

B. If, after receiving **our** written response, **you** remain dissatisfied, **you** have the right to file **your** complaint with one of the following two authorities:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2, D02 VH29
Phone: +353 1 567 7000
Email: info@fspo.ie

The Financial Services and Pensions Ombudsman provides a free mediation service for unresolved disputes between insurance companies and consumers. Further information is available at https://www.fspo.ie

C. Further complaint information specific to services obtained online or via email is available on the Online Dispute Resolution platform at http://ec.europa.eu/consumers/odr/.

CONFORMITY TO LAW

If any of the terms of this policy conflict with local law, local law will apply.

DETAILS ABOUT OUR REGULATORS

You may contact the supervisory authorities responsible for **us**. USAA EU DAC is regulated by the Central Bank of Ireland.

Central Bank of Ireland
N Wall Quay
North Wall
Dublin, D01 F7X3
Ireland
+353 1 224 6000

DISPUTE RESOLUTION

It is hereby expressly agreed that the Courts competent for the settlement of disputes that may arise between **us** and **you** with regard to this policy are the Courts of the Republic of Ireland, unless **we** agree otherwise.

You may introduce a case before Court in respect of this Contract in the Republic of Ireland or in **your** Country of residence. Where in this contract **we** refer to **your** Country of residence **we** mean the Country where the risk is located. The Law governing the General Terms and Conditions is the Law where the risk is located. **We** will always file a case before the Courts of **your** Country of residence as per the applicable European and/or the UK Consumer Code Rules.

Cases introduced before Courts in respect of claims may only be introduced before Courts in:

- The Republic of Ireland
- **Your** country of residence at the time when the accident took place which is also the Country where the risk is located.
- The country where the accident took place where different from **your** country of residence provided the Insurance Certificate, the Green Card and/or the General Terms and Conditions clearly provide coverage for the said risks in the said country.

Court decisions in respect of the indemnification of claims will only be enforceable against the Company where rendered in the above detailed Countries and provided **your** Contract covers such risks. **You** may seek additional coverage to mitigate such risks.

DUTIES AFTER AN ACCIDENT OR LOSS

We may not be required to provide coverage under this policy if there has not been full compliance with the following duties and **our** ability to investigate or settle the claim has been prejudiced:

A. **We** must be notified promptly of how, when and where an accident or **loss** happened.

   1. Notice should also include the names and addresses of any injured persons and of any witnesses.
   2. **You** may notify **us** by calling Claims at 0800-817-59.

B. A person or entity seeking any coverage or payment of any benefit will be treated fairly and must:

   1. Cooperate with **us** in the investigation, settlement, or defense of any claim or suit.
   2. Promptly send **us** copies of any notices or legal papers received in connection with a suit, accident or loss.
   3. Submit, as often as **we** reasonably require:

      a. To physical exams by physicians **we** select. **We** will pay for these exams.

      b. To examination under oath. The examination must be signed.

   4. Authorize **us** to obtain medical reports and other pertinent records.
   5. Submit a proof of loss when required by **us**.
   6. Promptly notify the police if a hit-and-run driver is involved.

C. A person seeking coverage under Part D - Physical Damage Coverage must also:

   1. Take reasonable steps after loss to protect **your covered auto** and its equipment from further loss. **We** will pay reasonable expenses incurred to do this.
   2. Promptly notify the police if **your covered auto** is stolen.
   3. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

FEES

We will send notice of premium payment required and the date on which the payment is due. If **your** payment is returned, **we** will charge a fee of $15.

GUARANTEE FUND

In the event of an accident with an uninsured vehicle or driver, **you** may need to make a claim against the National Guarantee Fund.

Belgian Guarantee Fund
rue de la Charité 33, Bte 1
B-1210, BRUXELLES
+32 (2) 287 1811
info@fcgb-bgwf.be

MISREPRESENTATION

We do not provide any coverage for any person who has knowingly concealed or misrepresented any material fact or circumstance relating to the claim:

1. At the time application was made, or
2. At any time during the policy period, or
3. In connection with the presentation or settlement of a claim.

Where a misrepresentation is identified, then **we** are able to cancel or void this policy.

NONDUPLICATION OF PAYMENT

When a claim or part of a claim is payable under more than one provision of this policy, **we** will pay the claim only once under this policy.

NOTICE OF RIDE SHARING ACTIVITY

You have a duty to notify **us** if any **covered person** is participating in **ride sharing activity**.

OUR RIGHT TO RECOVER PAYMENT

A. If **we** make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, **we** will be subrogated to that right. The person to or for whom payment was made shall do whatever is necessary to enable **us** to exercise **our** rights and shall do nothing after loss to prejudice them. However, **our** rights in this paragraph (A) do not apply under Part D - Physical Damage Coverage against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.

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

C. If the **covered person** as defined in this policy recovers from the party at fault and **we** share in the recovery, **we** will pay **our** share of the legal expenses. **Our** share is that percent of the legal expenses that the amount **we** recover bears to the total recovery. This paragraph (C) does not apply to any amounts recovered or recoverable by **us** from any other insurer under any inter-insurer arbitration agreement.

D. **We** shall seek reimbursement from **you** to the extent of **our** payment and cost of defense if **we** make payment for a claim under Part A - Liability Coverage and that payment was made on behalf of any **covered person** as defined in Part A:

   1. Who knowingly concealed or misrepresented any material fact or circumstance relating to this insurance.
   2. Who failed or refused to comply with the duties specified in this policy and prejudiced **our** defense of the liability claim by such failure or refusal,
   3. Who intentionally acts or directs to cause **BI** or **PD**, or who acts or directs to cause with reasonable expectation of causing **BI** or **PD**.
   4. For **BI** to an employee of that person that occurs during the course of employment. This exclusion paragraph (D.4) does not apply to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
   5. For that person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons for a fee. This paragraph (D.5) does not apply to:
      a. A share-the-expense car pool or
      b. **Your covered auto** used for volunteer work when reimbursement is limited to mileage expenses.
   6. Using a vehicle without expressed or implied permission.

E. If **we** make payment for a claim under Part D - Physical Damage Coverage and **you** or any **family member** has knowingly concealed or misrepresented any material fact or circumstance relating to this insurance, then **you** shall reimburse **us** to the extent of **our** payment.

OWNERSHIP

For purposes of this policy, a vehicle is deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.

POLICY PERIOD AND TERRITORY

A. This policy applies only to accidents and losses that occur during the policy period as shown on the Declarations and within the policy territory.

B. The policy territory is:

1. Countries that are member states of the European Union (EU) and the European Free Trade Association (EFTA).
2. Countries named on the International Motor Insurance Card (Green Card). However, this paragraph (B.2) does not apply to any country crossed out on the Green Card under Section 8 Territory Validity.
3. The United Kingdom, the British overseas territory of Gibraltar and the Crown Dependencies of the United Kingdom of Great Britain.
4. The United States of America, its territories or possessions, Puerto Rico, Canada, and the Republic of Korea, subject to the following conditions:
   a. Coverage under this policy will extend for up to 30 days after the effective date of the policy while **you** are preparing to release **your covered auto** for shipment to Europe.
   b. Coverage will extend for up to 30 days from the date **your covered auto** is released from a port in the United States, its territories or possessions, Puerto Rico, Canada, or the Republic of Korea after its shipment from any location in paragraphs B.1, B.2 or B.3 above.
   c. For any accident or loss that occurs in the United States of America, its territories or possessions, Puerto Rico, Canada, or the Republic of Korea during this extension of coverage:
      (1) **Our** maximum limit of liability under Part A - Liability Coverage will be $300,000 for each person and $500,000 for each accident for **BI** and $100,000 for **PD**.
      (2) In addition, **we** will provide the minimum amounts and types of other coverage required by law in the location where the accident or loss occurs, subject to the terms and conditions of the USAA auto policy approved for use in that location. This paragraph (B.4.c) applies only if there is no other insurance providing that coverage.
5. The policy territory includes transportation of **your covered auto** between any ports of the locations in paragraphs B.1 through B.4, however it does not include transportation of **your covered auto** originating in any ports of B.4, (the United States of America, its territories or possessions, Puerto Rico, Canada, and the Republic of Korea), and also ending in any ports of B.4.

REDUCING THE RISK OF LOSS

We may occasionally provide **you** with products or services that assist **you** in preventing or reducing the risk of loss, and **we** may provide an incentive for **your** use of these items.

RIGHTS OF THIRD PARTIES

As used in this Part, third party means anyone other than the named insured.

A. Subject to the exclusions, conditions and other provisions of this policy, third party intended and incidental beneficiaries have the rights to coverage under the policy as set out in the Insuring Agreements of the applicable Part of this policy if:

1. The third party meets the definitions of a **covered person** under Part A – Liability Coverage or Part B – Medical Coverage, or
2. The third party is the owner of a **nonowned vehicle** that is covered under Part D - Physical Damage Coverage.

B. No third party liability claimants seeking damages under Part A - Liability Coverage of this policy may assert rights under this policy against **us**, even if the third party liability claimant also meets the definition of **covered person** under Part A.

C. In defending a claim brought by any third party, **we** are entitled to rely on:

1. Defenses and rights of set-off that would be available had the claim been brought by the named insured;
2. Defenses and rights of set-off and any counterclaims that would be available if the third party were a party to the policy.

We may not set off premium owed by the named insured against a claim brought by a third party, other than the spouse, registered civil partner or a **family member** of the named insured.

D. **We** reserve the power to rescind, cancel, nonrenew, or vary the term, coverage and provisions of this policy without the consent of, or notice to, any third party beneficiary of the policy, except as otherwise provided in the policy.

E. The named insured has the power to cancel the policy or vary the term or coverage of the policy without the consent of, or notice to, any third party beneficiary of the policy, except as otherwise provided in the policy.

F. There are no third party rights under this policy that may be assigned to others.

SPOUSE/REGISTERED CIVIL PARTNER ACCESS

A. The named insured and **we** agree that the named insured and resident spouse or registered civil partner will have access to the same information available to the named insured, including all information regarding the named insured as a "data subject" under the privacy laws of the United Kingdom, and may initiate the same transactions as the named insured.

B. The named insured may notify **us** that he/she no longer agrees that the resident spouse or registered civil partner may have access to the named insured's information, and **we** will not permit the resident spouse or registered civil partner to access that information.

TERMINATION

A. Right to Cancel. This policy may be canceled during the policy period as follows:

1. **You** have the right to cancel this policy at any time if it does not meet **your** needs, but the effective date of cancellation cannot be earlier than the date of the request unless **we** agree to an earlier date.
2. **We** may cancel this policy by sending notice to the named insured shown on the Declarations. This cancellation notice may be delivered to the named insured, mailed by postal mail to the most recent address **you** provided to **us** or sent electronically if **we** have **your** consent and agreement on file to receive documents electronically. In any event, **we** will give:
   a. At least 10 days' notice if:
      (1) Cancellation is for nonpayment of premium, or
      (2) Notice is sent during the first 60 days this policy is in effect and this is not a renewal policy, or
   b. At least 20 days' notice in all other cases.
3. After this policy is in effect for 60 days or if this is a renewal policy, **we** will cancel only:
   a. For nonpayment of premium, or
   b. For fraud or material misrepresentation affecting the policy or the presentation of a claim, or
   c. For a violation of the terms or conditions of the policy, or
   d. If **your** driver's license or that of any driver who either lives with **you** or customarily uses **your covered auto** has been suspended or revoked, or
   e. For failure to consent to a policy adjustment when the risk exposure has changed as required in the Changes section of this Part E – General Provisions, or
   f. For any other reason not prohibited by law.

B. Nonrenewal. If **we** decide not to renew this policy, **we** will send notice to the named insured shown on the Declarations. This notice may be delivered to the named insured, mailed by postal mail to the most recent address **you** provided to **us** or sent electronically if **we** have **your** consent and agreement on file to receive documents electronically. In any event, notice will be sent at least 20 days before the end of the policy period.

C. Automatic Termination.

1. If **we** offer to renew 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 will mean that **you** have not accepted **our** offer.
2. If **you** obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that vehicle on the effective date of the other insurance.

D. Other Termination Provisions.

1. Proof of mailing or electronic transmission of any notice will be sufficient proof of notice.

2. If this policy is canceled, the named insured shown on the Declarations may be entitled to a premium refund. The premium refund, if any, will be computed pro rata. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice will become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this policy may not be assigned without **our** written consent. However, if the named insured shown on the Declarations dies, **we** will provide coverage until the end of the policy period for:

1. The surviving spouse or registered civil partner if resident in the same household at the time of death. Coverage applies to the spouse or registered civil partner as if the named insured shown on the Declarations, and
2. The legal representative of the deceased person as if the named insured shown on the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

TWO OR MORE MOTOR VEHICLE POLICIES

If this policy and any other **motor vehicle** insurance policy **we** issued to **you** apply to the same accident, the maximum limit of **our** liability under all the policies will not exceed the highest applicable limit of liability under any one policy.

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