





Thank you for choosing Erie Insurance for your auto insurance needs. This policy contains many Xtra Protection Features. Wherever an "X" appears in the margin of this policy, you receive Xtra Protection that is not included in most other auto policies. The protection provided by this policy is in keeping with the single purpose of our Founders which is, "To provide YOU with as near PERFECT PROTECTION, as near PERFECT SERVICE, as is humanly possible, and to do so at the LOWEST POSSIBLE COST."

## AGREEMENT

### ERIE INSURANCE EXCHANGE

In return for "your" timely premium payment, "your" compliance with all of the provisions of this policy, and "your" signing of a "Subscriber's Agreement" with Erie Indemnity Company and other "Subscribers," "we" agree to provide the coverages "you" have purchased. "Your" coverages and limits of protection are shown on the "Declarations," which are part of this policy.

"Your" signing the "Subscriber's Agreement," which includes a limited power-of-attorney, permits Erie Indemnity Company, as Attorney-in-Fact, to make reciprocal insurance contracts between "you" and other Subscribers and otherwise manage the business of the Erie Insurance Exchange. This power-of-attorney applies only to "your" insurance business at the Exchange and is limited to the purposes described in the "Subscriber's Agreement."

"Your" responsibility as a "Subscriber" is determined by this policy and the "Subscriber's Agreement." "You" are liable for just the policy premiums charged and are not subject to any other premium liability under this policy.

This agreement is made in reliance on the information "you" have given "us" and is subject to all the terms of this policy.

This policy, with coverage agreements, limitations, exclusions and conditions, the "Declarations," applicable endorsements and waivers, and the "Subscriber's Agreement" constitute the entire agreement between "you" and "us."

### ERIE INSURANCE COMPANY AND ERIE INSURANCE PROPERTY & CASUALTY COMPANY

In return for "your" timely premium payment and "your" compliance with all of the provisions of this policy, "we" agree to provide the coverages "you" have purchased. "Your" coverages and limits of protection are shown on the "Declarations," which are part of this policy.

This agreement is made in reliance on the information "you" have given "us" and is subject to all the terms of this policy.

This policy, with coverage agreements, limitations, exclusions and conditions, the "Declarations" and applicable endorsements and waivers, constitute the entire agreement between "you" and "us."

## GENERAL POLICY DEFINITIONS

*Throughout this policy and its endorsements, the following words and phrases have a special meaning when they appear in bold type and quotations.*

• "Additional auto" or "additional trailer:"

1. "Additional auto" means any "private passenger auto" other than a "replacement auto" that "you" acquire, purchase or lease during the policy period. For coverage to apply, "we" must insure all "private passenger autos" "you" own on the date "you" acquire, purchase or lease an "additional auto."
2. "Additional trailer" means any "trailer" other than a "replacement trailer" that "you" acquire, purchase or lease during the policy period. For coverage to apply, "we" must insure all "trailers" "you" own on the date "you" acquire, purchase or lease an "additional trailer."

"Additional auto" or "additional trailer" does not include any "auto" or "trailer" that "you" acquire, purchase or lease with anyone other than a "relative." Coverage does not apply to an "additional auto" or an "additional trailer" registered to a corporation or other business entity.

"You" must notify "us" during the policy period of "your" intention to have this policy apply to an "additional auto" or an "additional trailer." If "you" obtain an "additional auto" or an "additional trailer" within 30 days prior to the end of the policy period, "you" have 60 days after acquisition to notify "us." X

Should a loss occur involving an "additional auto" or "additional trailer" prior to "your" notifying "us," the additional vehicle will have the broadest coverage "you" have purchased for any one vehicle listed on the "Declarations." X

If "you" do not have:

1. Comprehensive Coverage on any vehicle listed on the "Declarations," then Comprehensive Coverage will apply, subject to a \$500 deductible. However, Comprehensive Coverage will end seven days after "you" acquire, purchase or lease the vehicle or when "you" report the additional vehicle to "us," whichever occurs first. X
2. Collision Coverage on any vehicle listed on the "Declarations," then Collision Coverage will apply, subject to a \$500 deductible. However, Collision Coverage will end seven days after "you" acquire, purchase or lease the ve- X

hicle or when "you" report the additional vehicle to "us," whichever occurs first.

- **"Anyone we protect"** is defined separately under the LIABILITY PROTECTION Section, RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS Section or any applicable coverage. Refer to each of these sections or the applicable endorsement for the definition of **"anyone we protect"** as it applies to each coverage.

- **"Auto"** means any land **"motor vehicle"** with at least four wheels except a:

1. vehicle designed for use principally off public roads;
2. vehicle operated on rails or crawler treads;
3. vehicle located for use as a residence; or
4. **"miscellaneous vehicle."**

- **"Auto business"** means the business of selling, leasing, renting, repairing, servicing, cleaning, painting, storing or parking **"autos," "trailers"** or **"miscellaneous vehicles."**

- **"Auto we insure"** means:

1. **"owned auto we insure;"**
2. **"temporary substitute;"** or
3. **"nonowned auto."** **"Nonowned auto"** is defined separately under the LIABILITY PROTECTION Section, the PHYSICAL DAMAGE COVERAGE Section or any applicable coverage. Refer to each of these sections or the applicable endorsement for the definition of **"nonowned auto"** as it applies to each coverage.

- **"Declarations"** means **"our"** form which shows **"your"** coverages, limits of protection, **"owned auto we insure,"** premium charges and other information.

This form is part of this policy. **"Declarations"** include forms titled Amended Declarations, Revised Declarations, Duplicate Declarations, New Declarations, Reinstatement of Coverage, or Continuation Notice.

- **"Fungi"** means any type or form of fungus, including, but not limited to, molds, mildews, smuts, mushrooms, yeasts and any mycotoxin, spores, scents, vapors, gases or byproducts produced, arising out of or released by any type or form of fungus.

- **"Miscellaneous vehicle"** means a motorcycle (including a motorcycle with a sidecar), moped, snowmobile, golf cart, all terrain vehicle and any similar recreational vehicle. It does not include a lawn and garden tractor or mower or similar vehicle.

- **"Motor vehicle"** means any vehicle that is self-propelled and is required to be registered under the laws of the state in which **"you"** reside at the time this policy is issued. **"Motor vehicle"** does not include a vehicle:

1. propelled solely by human power;
2. propelled by electric power obtained from overhead wires;
3. operated on rails or crawler treads;
4. located for use as a residence or premises; or
5. which is a lawn and garden tractor or mower or similar vehicle.

- **"Moving van"** means a four or six wheel **"motor vehicle,"** such as a compact van or step van, designed mainly to transport household goods. It must be borrowed or rented and driven by **"you"** or a **"relative"** for personal use.

- **"Occupying"** means in, upon, getting into or getting out of.

- **"Owned auto we insure"** means any:

1. **"auto"** or **"trailer"** described on the **"Declarations"** for the coverages **"you"** have purchased;
2. **"additional auto,"** or **"additional trailer;"** or
3. **"replacement auto,"** or **"replacement trailer."**

- **"Private passenger auto"** means a four wheel land **"motor vehicle"** designed mainly to transport people on public roads. It includes station wagons and the following types of vehicles, even with dual rear wheels, when not used for business purposes, except farming or ranching:

1. motor homes;
2. pickups; and
3. vans.

- **"Relative"** means a **"resident"** of **"your"** household who is a:

1. person related to **"you"** by blood, marriage or adoption; or
2. ward or any other person under 21 years old in **"your"** care.

- **"Replacement auto"** or **"replacement trailer:"**

1. **"Replacement auto"** means any **"private passenger auto"** that **"you"** acquire, purchase or lease within the policy period to replace an **"auto"** described on the **"Declarations."**
2. **"Replacement trailer"** means any **"trailer"** that **"you"** acquire, purchase or lease within the policy period to replace a **"trailer"** described on the **"Declarations."**

**"Replacement auto"** or **"replacement trailer"** does not include any **"auto"** or **"trailer"** that **"you"** acquire, purchase or lease with anyone other than a **"relative."** Coverage does not apply to **"replacement autos"** or **"replacement trailers"** registered to a corporation or other business entity.

**"You"** must notify **"us"** during the policy period of **"your"** intention to have this policy apply to a **"replacement auto"** or **"replacement trailer."** If **"you"** obtain a **"replacement auto"** or **"replacement trailer"** within 30 days prior to the end of the policy period, **"you"** have 60 days after acquisition to notify **"us."**

Should a loss occur involving a **"replacement auto"** or **"replacement trailer"** prior to **"your"** notifying **"us,"** the replacement vehicle will have the broadest coverage **"you"** have purchased for any one vehicle listed on the **"Declarations."**

If **"you"** do not have:

1. Comprehensive Coverage on any vehicle listed on the **"Declarations,"** then Comprehensive Coverage will apply, subject to a \$500 deductible. However, Comprehensive Coverage will end seven days after **"you"** acquire, purchase or lease the vehicle or when **"you"** report the replacement vehicle to **"us,"** whichever occurs first.

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2. Collision Coverage on any vehicle listed on the "**Declarations**," then Collision Coverage will apply, subject to a \$500 deductible. However, Collision Coverage will end seven days after "**you**" acquire, purchase or lease the vehicle or when "**you**" report the replacement vehicle to "**us**," whichever occurs first.

- "**Resident**" means a person who physically lives with "**you**" in "**your**" household on a regular basis. "**Your**" unmarried, unemancipated children attending school full time, living away from home, will be considered "**residents**" of "**your**" household.
- "**Suit**" means a civil proceeding in which damages are alleged because of bodily injury or property damage to which this insurance applies. "**Suit**" includes:
  1. an arbitration proceeding; or
  2. any other alternative dispute resolution proceeding,
 to which "**anyone we protect**" must submit or submit with "**our**" consent alleging such damages.
- "**Temporary substitute**" means any "**auto**" or "**trailer**" which is a substitute for an "**owned auto we insure**." The "**owned auto we insure**" must be withdrawn from normal use because of its breakdown, destruction, loss, repair or servicing. The "**temporary substitute**" cannot be owned by "**you**" and must be used with the permission of the owner.
- "**Trailer**" means a vehicle designed to be pulled by a "**private passenger auto**," if not being used for business purposes except with a "**private passenger auto**." In the LIABILITY PROTECTION Section of this policy, "**trailer**" includes a farm wagon or farm implement while used with a "**private passenger auto**."

### ADDITIONAL ERIE INSURANCE EXCHANGE DEFINITIONS

*The following words and phrases have a special meaning in policies issued by Erie Insurance Exchange when they appear in bold type and quotations.*

- "**Subscriber**" means the person(s) who signed the "**Subscriber's Agreement**."
- "**Subscriber's Agreement**" means the agreement, including a limited power-of-attorney, among the Subscribers and the Erie Indemnity Company, as Attorney-in-Fact. See the RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS Section, SUBSCRIBER'S AGREEMENT.
- "**We**," "**us**" or "**our**" means the Subscribers at Erie Insurance Exchange as represented by their common Attorney-in-Fact, Erie Indemnity Company.
- "**You**," "**your**" or "**Named Insured**" means the "**Subscriber**" named in Item 1. on the "**Declarations**" and others named in Item 1. on the "**Declarations**." Except under the RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS Section, these words include the spouse of the "**Subscriber**" named in Item 1. on the "**Declarations**," provided the spouse is a "**resident**."

### ADDITIONAL ERIE INSURANCE COMPANY AND ERIE INSURANCE PROPERTY & CASUALTY COMPANY DEFINITIONS

*The following words and phrases have a special meaning in policies issued by Erie Insurance Company or Erie Insurance Property & Casualty Company when they appear in bold type and quotations.*

- "**We**," "**us**" or "**our**" means the Erie Insurance Company or the Erie Insurance Property & Casualty Company, whichever is stated on the "**Declarations**."
- "**You**," "**your**" or "**Named Insured**" means the person(s) named in Item 1. on the "**Declarations**." Except in the RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS Section, these words include the spouse of the person(s) named in Item 1. on the "**Declarations**," provided the spouse is a "**resident**."

## LIABILITY PROTECTION

### DEFINITIONS

*The following words and phrases have a special meaning when they appear in bold type and quotations in the LIABILITY PROTECTION Section.*

- "**Anyone we protect**" means:
  1. "**you**" or any "**relative**" using an "**auto we insure**;"
  2. any person using, or any person or organization legally responsible for the use of, an "**owned auto we insure**." This use must be with "**your**" permission unless the use is by a "**relative**;" and
  3. any person or organization legally responsible for the use, by "**you**" or a "**relative**," of any "**nonowned auto**." This protection applies only if the person or organization does not own or hire the vehicle being used.
- "**Nonowned auto**" means:
  1. while "**you**" are using it, any "**auto**," "**moving van**," "**trailer**" or "**temporary substitute**" not owned or leased by "**you**;" or

2. while a "**relative**" is using it, any "**private passenger auto**," "**moving van**," "**trailer**" or "**temporary substitute**" not owned or leased by "**you**" or a "**relative**."

The operation or other use by "**you**" or a "**relative**" must be with the permission of the owner or "**you**" or the "**relative**" must reasonably believe the permission of the owner exists.

### OUR PROMISE

#### Bodily Injury Liability Coverage

#### Property Damage Liability Coverage

If these coverages are indicated on the "**Declarations**," "**we**" will pay all sums that "**anyone we protect**" legally must pay as damages caused by an accident covered by this policy. The accident must arise out of the ownership, maintenance, use, loading or unloading of an "**auto we insure**."

Damages must involve:

1. bodily injury, meaning physical harm, sickness, disease, or resultant death to a person; or

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