### (PART D Cont'd.)

14. Loss to equipment and accessories that are not permanently installed in your covered auto and are not owned by you or any family member.

#### NO BENEFIT TO BAILEE

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

# OTHER SOURCES OF RECOVERY

- A. 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 bears to the total of all applicable limits. However, any insurance we provide with respect to a nonowned vehicle or temporary substitute vehicle will be excess over any other collectible source of recovery including, but not limited to:
  - Any coverage provided by the owner of the nonowned vehicle or temporary substitute vehicle.
  - 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 Costs Coverage.

- B. Notwithstanding Paragraph A, we will provide primary insurance if the vehicle is owned by a person, firm or corporation engaged in the business of selling vehicles at retail. This applies only if you or a family member:
  - 1. are operating the vehicle; and
  - 2. are neither the owner of the vehicle nor that person's employee.

# **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 of our rights under this policy by agreeing to an appraisal.

# PART E - GENERAL PROVISIONS

### AIR BAG

If an air bag in **your covered auto** deploys for any reason, **we** will pay without deductible to replace it.

#### **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. You agree that if this information changes, or is incorrect or incomplete, we may adjust your premiums accordingly during the policy period.

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