



EXCESS EXOTIC AUTOMOBILE PHYSICAL DAMAGE POLICY

Revision 09.07.2025.H

Issue Date:

Policy Number:

SAMPLE POLICY – NOT A CONTRACT. NO INSURANCE IS IN FORCE UNTIL A VALID POLICY IS ISSUED, NUMBERED, AND COUNTERSIGNED BY AN AUTHORIZED OFFICER OF THE COMPANY.



STATE GUARANTY FUND NOTICE

THIS INSURANCE POLICY IS ISSUED BY INUITY INSURANCE COMPANY, A DIRECT-WRITE TRIBAL INSURANCE COMPANY LICENSED BY THE MODOC DOMICILE. THIS POLICY IS NOT PROTECTED BY ANY STATE INSURANCE GUARANTY FUND OR ASSOCIATION.

IN THE EVENT OF THE INSOLVENCY OF INUITY INSURANCE COMPANY, NO STATE GUARANTY FUND OR ASSOCIATION WILL STEP IN TO PAY CLAIMS OR OTHERWISE PROTECT POLICYHOLDERS, CLAIMANTS, OR BENEFICIARIES. BY PURCHASING THIS POLICY, YOU ACKNOWLEDGE AND AGREE THAT COVERAGE IS SOLELY BACKED BY THE FINANCIAL RESOURCES OF INUITY INSURANCE COMPANY AND NOT BY ANY STATE INSURANCE GUARANTY MECHANISM.

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**THIS POLICY IS NOT A SUBSTITUTE FOR
STATE-MANDATED AUTO LIABILITY INSURANCE**

THIS POLICY DOES NOT PROVIDE PRIMARY AUTOMOBILE LIABILITY INSURANCE, DOES NOT SATISFY COMPULSORY FINANCIAL RESPONSIBILITY LAWS, AND SHALL NOT BE CONSTRUED TO MEET ANY STATE OR TERRITORIAL REQUIREMENT FOR MINIMUM LIABILITY COVERAGE, PROOF OF FINANCIAL RESPONSIBILITY, OR SECURITY FOR THE OPERATION OF A MOTOR VEHICLE. THE NAMED INSURED ACKNOWLEDGES AND AGREES THAT COMPLIANCE WITH ALL SUCH LAWS REMAINS THEIR SOLE RESPONSIBILITY.

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STIPULATION OF JURISDICTION

BY PURCHASING THIS POLICY THROUGH THE INUITY INSURANCE COMPANY WEBSITE, THE POLICYHOLDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIS INSURANCE CONTRACT IS DEEMED TO HAVE BEEN TRANSACTED EXCLUSIVELY WITHIN THE GEOGRAPHIC AND LEGAL JURISDICTION OF THE MODOC NATION, A FEDERALLY RECOGNIZED INDIAN TRIBE.

THE POLICYHOLDER FURTHER CONSENTS TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF THE MODOC NATION FOR ALL MATTERS, INCLUDING BUT NOT LIMITED TO CLAIMS, DISPUTES, ENFORCEMENT, INTERPRETATION, OR LITIGATION ARISING FROM OR RELATING TO THIS POLICY.

THE POLICYHOLDER UNDERSTANDS AND AGREES THAT JURISDICTION SHALL NOT LIE WITH ANY STATE, TERRITORY, OR OTHER POLITICAL SUBDIVISION IN WHICH THE POLICYHOLDER MAY RESIDE, BE PHYSICALLY PRESENT, OR RENT A VEHICLE. ALL RIGHTS, OBLIGATIONS, AND REMEDIES ARE GOVERNED SOLELY BY THE LAWS, REGULATIONS, AND COURTS OF THE MODOC NATION.

THIS STIPULATION SHALL BE DEEMED AND ENFORCED AS AN INTEGRAL AND BINDING PART OF THIS POLICY.

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PREAMBLE

This Policy is issued by **Inuity Insurance Company, Inc. (“Inuity” or “Company”)**, a licensed direct-write insurance company domiciled under the laws of the Modoc Nation of Oklahoma, a federally recognized Indian tribe with sovereign authority to regulate insurance within its jurisdiction.

Inuity is authorized by the Modoc Nation Insurance Department to issue this Policy pursuant to License No. 25-23T. This Policy is subject to the applicable laws and regulations of the Modoc Nation, and any disputes arising under this Policy shall be governed in accordance with the jurisdictional provisions herein. Legal notices should be directed to:

Inuity Insurance Company, Inc.
200 E. Van Buren Street, Suite 600
Phoenix, Arizona 85004

This Policy is a legal contract between the Named Insured shown in the Declarations and Inuity Insurance Company, Inc. In consideration of the payment of premium and subject to the terms, conditions, exclusions, and endorsements contained herein, Inuity agrees to provide the insurance coverage as described in this Policy.

THE MODOC NATION ACTS SOLELY IN ITS REGULATORY CAPACITY AND AS THE LICENSING AUTHORITY FOR INUITY. THE MODOC NATION DOES NOT OWN, OPERATE, MANAGE, GUARANTEE, OR FINANCIALLY BACK INUITY IN ANY RESPECT, AND IS NOT RESPONSIBLE FOR THE PAYMENT OF CLAIMS OR THE PERFORMANCE OF ANY OBLIGATIONS UNDER THIS POLICY. ALL OBLIGATIONS, LIABILITIES, AND FINANCIAL RESPONSIBILITIES ARISING UNDER THIS POLICY REST EXCLUSIVELY WITH INUITY INSURANCE COMPANY, INC. NOTHING IN THIS POLICY, OR IN THE ISSUANCE OR REGULATION OF THIS POLICY, SHALL BE CONSTRUED AS AN ENDORSEMENT, APPROVAL, SPONSORSHIP, OR PROMOTION OF INUITY INSURANCE COMPANY, INC. OR

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OF ANY OF ITS PRODUCTS, SERVICES, OR MARKETING ACTIVITIES BY THE MODOC NATION.

SECTION I – DECLARATIONS

Policy Number:

EC251000000

Plan Level:

GOLD

Policy Premium:

\$499.00

Named Insured and Authorized Driver:

MARK BRIDEN
200 E. VAN BUREN STREET
SUITE 600
PHOENIX AZ 85004

Rental Agency:

ABC EXOTIC RENTALS, LLC
222 W. BELMONT AVENUE
APT. NONE
PHOENIX AZ 85004

Effective Date and Time:

SEPTEMBER 7, 2025 AT 10:00 AM PST

Expiration Date and Time:

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SEPTEMBER 9, 2025 AT 10:00 AM PST

Attachment Point:

\$35,000

SEE ATTACHMENT POINT DEFINITION

Physical Damage Limit:

\$250,000

Vehicle:

Make: FERRARI

Model: SF60

Year: 2021

VIN: ZFF79ALA4F0201234

Additional Authorized Drivers:

ERIC JAMES STENSON

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SECTION II – INSURING AGREEMENT

In consideration of the payment of premium, and subject to the terms, conditions, exclusions, limitations, endorsements, and declarations of this Policy, Inuity agrees as follows:

A. GRANT OF COVERAGE

Inuity agrees to indemnify the Named Insured for Direct Physical Loss or Damage to a Covered Vehicle that occurs during the Policy Period while the vehicle is subject to a valid rental agreement and operated by a driver named in the Declarations. Coverage applies only after exhaustion of all valid and collectible insurance under the Named Insured's personal auto insurance policy, and only to the extent the loss exceeds the applicable Attachment Point.

B. DEFINITION OF DIRECT PHYSICAL LOSS OR DAMAGE

For purposes of this Policy, "Direct Physical Loss or Damage" means sudden, accidental, and demonstrable physical injury to, or destruction of, the Covered Vehicle caused by:

- Collision, overturn, or upset;
- Theft or attempted theft;
- Fire, explosion, lightning, or smoke;
- Vandalism, malicious mischief, or riot;
- Hail, windstorm, flood, or other natural perils not otherwise excluded.

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Direct Physical Loss or Damage does not include:

- Gradual deterioration, wear and tear, latent defect, or mechanical/electrical breakdown;
- Loss of market value or diminution in value; or
- Any condition pre-existing at the time of rental checkout.

C. ADDITIONAL COVERED COSTS

Once the applicable Attachment Point has been satisfied, Inuity will also reimburse the following reasonable and substantiated costs incurred by the rental agency or vehicle owner, provided such costs arise directly out of a covered loss to the Covered Vehicle:

- Loss of Rental Income/Use: documented rental income lost during the period of repair or replacement, limited to the customary rental rate of the Covered Vehicle;
- Administrative Fees: reasonable fees charged by the rental agency and directly related to handling of the loss;
- Towing and Storage: reasonable and necessary costs to tow the Covered Vehicle to the nearest qualified repair facility, and storage charges pending repair or disposition;
- Substituted Transportation: In the event of a covered loss that renders the rental vehicle unavailable for continued use, the Company will reimburse the Named Insured for the cost of any prepaid, unused rental days remaining under the rental agreement, up to the limits set forth in the Declarations. This benefit does not apply to optional rental upgrades, fuel charges, mileage overages, or other incidental fees unrelated to the daily rental rate.

Inuity's liability for the above items shall not exceed the Physical Damage Limit for the plan selected in the Declarations, and shall be subject to all other terms, conditions, and exclusions of this Policy.

SECTION III – DEFINITIONS

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Attachment Point: The greater of (a) the dollar amount specified for the plan selected in the Declarations, or (b) the value of the Named Insured's own insured vehicle under their personal auto policy.

Attachment Point Satisfaction: The amount of loss, whether paid or payable by the Named Insured's personal auto insurer or by the Named Insured, that must be exhausted before coverage under this Policy attaches.

Covered Vehicle: The specific exotic automobile listed in the Declarations Page of this Policy by make, model, year, and vehicle identification number (VIN). Coverage applies exclusively to that vehicle, and shall not extend to any substitute, replacement, loaner, or additional automobile, whether or not provided under the rental agreement, unless expressly endorsed in writing by the Company.

Exotic Vehicle: High-value performance vehicles, including but not limited to Ferrari, Lamborghini, Aston Martin, Bentley, McLaren, Rolls Royce, Maserati, and similar vehicles.

Loss: Direct accidental physical damage to the Covered Vehicle, including repair or replacement cost, substantiated loss-of-use charges, administrative fees, and reasonable towing expenses. Diminution in value is not covered.

Direct Physical Loss: Sudden and accidental physical damage to, or destruction of, the Covered Vehicle caused by a covered peril. Direct Physical Loss does not include wear and tear, mechanical breakdown, latent defect, diminution in value, or pre-existing damage noted at rental checkout.

Actual Cash Value (ACV): The cost to replace the Covered Vehicle with a vehicle of like kind and quality, less depreciation for age, mileage, and condition at the time of loss.

Physical Damage Limit: The maximum amount payable by Inuity for any one loss, as stated in the Declarations for the applicable plan level.

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Loss of Use (or Loss of Rental Income): The reasonable rental income lost by the rental agency while the Covered Vehicle is out of service due to a covered loss, limited to the customary daily rental rate and reasonable repair time.

Named Insured: The individual or entity listed on the Declarations Page as the insured party.

Rental Agreement: The written contract between the rental agency and the Named Insured (or driver) governing the use of the Covered Vehicle, including all terms and conditions of such rental.

Policy Period: The period of coverage shown in the Declarations, commencing at the effective date and time and terminating at the expiration date and time, subject to earlier cancellation in accordance with this Policy.

Territory: Unless otherwise endorsed, coverage applies only to losses occurring within the United States.

Administrative Fees: Reasonable and customary charges assessed by the rental agency that are directly attributable to a covered loss, provided such charges are substantiated.

Endorsement: A written amendment, rider, or schedule issued by Inuity that modifies, limits, or expands the terms of this Policy. All Endorsements are part of the Policy and shall be construed together with it.

Subrogation: The right of Inuity, after paying a loss, to pursue recovery from responsible third parties to the extent of the payment made.

SECTION IV – EXCLUSIONS

This Policy shall not apply to any loss, damage, cost, or expense, directly or indirectly caused

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by, resulting from, or in any way arising out of the following, regardless of any other cause or event contributing concurrently or in any sequence to the loss. This Policy excludes loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

A. UNSAFE OR PROHIBITED DRIVING

Excessive Speeding (19+ mph over limit): This Policy does not cover loss or damage arising from operation of the Covered Vehicle at a speed exceeding nineteen (19) miles per hour above the posted legal limit. Such conduct materially increases the hazard assumed and removes the risk from the scope of coverage.

1. **Racing, Stunts, or Exhibitions:** This Policy does not cover risks of, or loss or damage arising from, speed contests, organized or unorganized racing, drifting, stunts, or any exhibition of vehicle performance, whether conducted on public or private property.
2. **Non-standard Surfaces:** This Policy does not cover loss resulting from operation of the Covered Vehicle on racetracks, off-road terrain, beaches, or unpaved surfaces. Coverage is limited to customary public road use.
3. **Reckless or Gross Negligence:** This Policy does not cover loss caused by reckless or grossly negligent conduct, including but not limited to weaving, ignoring traffic control, or other operation in willful disregard of safety.
4. **Driving Under the Influence or Criminal Traffic Violations:** This Policy does not cover any loss occurring while the driver is under the influence of alcohol, drugs, or intoxicants, or while engaged in reckless driving or felony traffic violations.
5. **Unauthorized or Unlicensed Drivers:** This Policy does not cover operation by any individual who is not named on the rental agreement or who does not hold a valid driver's license in full force and effect.
6. **Unauthorized Drivers Beyond Declarations:** This Policy does not cover operation of the Covered Vehicle by any individual other than the Named Insured and any

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Additional Authorized Driver expressly listed in the Declarations. No permissive use, oral consent, or informal authorization shall extend coverage under this Policy.

7. **Commercial or For-Hire Use:** This Policy does not cover use of the Covered Vehicle for valet services, chauffeur services, ride-sharing, or any other for-hire or commercial purpose.
8. **Violation of Law or Rental Agreement:** This Policy does not cover loss arising out of, contributed to, or aggravated by operation of the Covered Vehicle in violation of applicable law, regulation, or the terms of the rental agreement, regardless of whether such violation directly caused or contributed to the loss.

B. EXCLUDED LOSS TYPES

1. **Mechanical, Electrical, or Wear-Related Failure:** This Policy does not cover mechanical or electrical breakdown, normal wear and tear, or tire damage not directly caused by a covered collision. This Policy is not a warranty or service contract.
2. **Out-of-Territory Losses:** This Policy does not cover loss occurring outside the United States, unless coverage has been specifically endorsed in writing by Inuity.
3. **Restricted Zones:** This Policy does not cover loss arising out of operation of the Covered Vehicle in prohibited or restricted zones, including but not limited to military bases, airport tarmacs, and active construction sites.
4. **Crime, Fraud, or Intentional Acts:** This Policy does not cover loss caused by crime, fraud, dishonesty, or any intentional act of the Named Insured, a driver, or any other party with custody of the Covered Vehicle.
5. **Reckless Indifference to Safety:** This Policy does not cover loss caused by reckless disregard of obvious risks, including but not limited to performing “donuts,” drifting

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into crowds, or similar conduct.

6. **War, Terrorism, and Civil Unrest:** This Policy does not cover loss resulting from nuclear incidents, war (declared or undeclared), acts of terrorism, riots, or civil commotion.
7. **Governmental Action:** This Policy does not cover confiscation, seizure, or destruction of the Covered Vehicle by order of governmental or public authority.
8. **Pre-Existing Damage:** This Policy does not cover damage existing at the time of rental checkout, whether or not noted on the rental inspection report.
9. **Substitute or Replacement Automobiles:** This Policy does not cover loss, damage, cost, or expense involving any substitute, replacement, loaner, courtesy, or additional automobile, whether or not provided under the rental agreement, unless such vehicle is expressly described in the Declarations or added by written Endorsement issued by the Company.

C. IMPROPER VEHICLE USE

1. **Launch Control or Over-Revving:** This Policy does not cover loss caused by use of launch control, over-revving, or abusive operation of the engine beyond manufacturer's recommendations or redline specifications.
2. **Overloading:** This Policy does not cover loss caused by loading or operation of the Covered Vehicle in excess of manufacturer weight ratings or seating capacity.
3. **Improper Fueling:** This Policy does not cover loss caused by fueling errors, including use of regular gasoline or diesel fuel where premium or exotic-grade fuel is required.
4. **Flooding or Water Fording:** This Policy does not cover loss caused by driving on flooded roads, through standing water, or engaging in water fording.
5. **Failure to Secure Vehicle:** This Policy does not cover loss arising out of failure to comply with rental agreement security requirements, including but not limited to

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leaving the keys in an unattended vehicle or failure to lock and secure the Covered Vehicle.

SECTION V – CONDITIONS

The following Conditions apply to all coverage provided under this Policy. Compliance with each of the following Conditions is a strict requirement of coverage. Failure to comply may result in denial of coverage, limitation of benefits, or avoidance of this Policy.

A. DUTIES AFTER LOSS

- 1. First Report of Loss:** The Named Insured must provide notice of any accident, loss, theft, or occurrence giving rise to a claim within five (5) business days of the event. Such notice must be made by calling the Inuity Claims Department at 888-965-7199 or by submitting a claim through the Company's official website.
- 2. Police Notification:** In the event of an accident, theft, or other criminal act, the Named Insured must immediately call 911 (or the local emergency number if outside the United States) at or near the location of the occurrence and request police assistance. The call must generate a verifiable log with the responding law enforcement agency that records the time, date, and location of the accident and establishes an official incident record. Failure to make such a call and create a verifiable incident report shall render this Policy void with respect to that loss.
- 3. Cooperation:** The Named Insured and each Additional Driver shall cooperate fully with Inuity in the investigation, settlement, or defense of any claim, including but not limited to attending examinations under oath, producing documents, and providing access to vehicles for inspection.

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4. **Failure to Cooperate:** Full cooperation with the Company in the investigation, adjustment, and defense of any claim is a strict condition precedent to coverage. Failure by the Named Insured or any Additional Driver to comply with this duty shall render this Policy void with respect to the loss in question, and the Company shall have no obligation to investigate, adjust, defend, or indemnify such claim.
5. **Proof of Loss:** Written proof of loss, signed and sworn to by the Named Insured, must be submitted within ninety (90) days of the occurrence, and in no event later than twelve (12) months after the date of loss.
6. **Mitigation of Damages:** The Named Insured shall take all reasonable steps to protect the covered auto from further loss or damage after an accident or theft, including arranging for safe storage, towing, or other reasonable measures.

B. FRAUD AND MISREPRESENTATION

This Policy shall be void ab initio if the Named Insured, or any person acting on the Named Insured's behalf, at any time before, during, or after the Policy period, intentionally conceals, misrepresents, or exaggerates any material fact or circumstance. This includes, but is not limited to, facts related to: (i) the application for coverage; (ii) the description, use, or condition of the covered auto; (iii) the occurrence of a loss; or (iv) the amount of damages claimed. Any claim founded upon, arising from, or tainted by such concealment, misrepresentation, or exaggeration shall be denied in its entirety, and all premiums paid shall be deemed fully earned by the Company.

If the rental agency misrepresents material facts about the vehicle, condition, or loss, coverage is void.

C. OTHER INSURANCE / EXCESS CLAUSE

Coverage under this Policy shall be strictly excess over and above any other valid and collectible insurance or indemnity, whether primary, excess, contingent, or otherwise. This includes, without limitation: (i) the Named Insured's personal automobile policy; (ii) any collision damage waiver (CDW) provided by a credit card issuer; (iii) any loss damage waiver (LDW) or similar protection offered by a rental agency; and (iv) any other contractual or statutory indemnification available to the Named Insured. No obligation shall arise under

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this Policy until the full limits of liability under all other such coverages have been exhausted by actual payment of loss.

D. SUBROGATION

Inuity shall be subrogated to all rights of recovery that the Named Insured or any claimant may have against any third party responsible for causing or contributing to a loss paid under this Policy. The Named Insured shall do nothing to prejudice such rights and shall cooperate fully in the pursuit of recovery, including but not limited to executing documents, assigning rights, and providing testimony as reasonably required. Any amounts recovered by the Company through subrogation shall be applied first to the Company's expenses, then to amounts paid under this Policy, and finally, if any balance remains, to the Named Insured. Failure by the Named Insured or any Additional Driver to preserve, protect, or assign to the Company any right of recovery shall, at the Company's option, reduce or void coverage to the extent the Company's subrogation rights have been prejudiced.

For purposes of this Policy, "Lienholder" or "Rental Agency" shall mean any person or entity with a financial or contractual interest in the Covered Vehicle. No Lienholder, Rental Agency, or other third party shall be deemed a loss payee, additional insured, or beneficiary under this Policy unless expressly scheduled as such by written Endorsement issued by the Company.

E. ENDORSEMENTS AND AMENDMENTS

This Policy is subject to all endorsements, riders, and amendments issued in writing by Inuity. Each such endorsement or amendment shall be deemed incorporated herein as if fully set forth and shall supersede any conflicting term of the Policy. Oral modifications or representations made by agents, brokers, or employees of the Company shall be of no force or effect unless expressly reduced to writing and executed by an authorized officer of the Company. Any endorsement issued after the inception of this Policy shall control coverage and supersede any conflicting language in the Policy to the extent of such conflict.

F. REQUEST FOR CHANGE

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All requests to add, remove, extend, or otherwise modify coverage under this Policy must be submitted to the Company for underwriting review and approval. No request shall be effective unless and until the Company issues a written endorsement confirming such change. Any oral assurance, promise, or representation of coverage shall not bind the Company unless formally endorsed in writing.

G. SEVERABILITY

The terms, conditions, and exclusions of this Policy shall apply separately to each insured under this Policy. No act, error, omission, fraud, or misrepresentation of one insured shall operate to void or impair coverage for another insured who remains in full compliance with the Policy. However, this severability shall not apply to the obligations imposed under the Fraud & Misrepresentation Condition, which remain binding upon all insureds.

H. PERSONAL AUTO INSURANCE TO BE IN-FORCE

If, at the time of loss, the Named Insured's personal automobile insurance policy is not in force due to non-payment of premium, then the Attachment Point under this Policy shall automatically increase by Ten Thousand Dollars (\$10,000).

The increase in the Attachment Point shall apply to each and every loss arising during such time of non-payment and shall not be waived by subsequent reinstatement of the personal auto policy.

I. DENIAL OF COVERAGE BY PERSONAL AUTO CARRIER

If the Named Insured's personal auto insurance carrier denies coverage for a loss for any reason other than non-payment of premium, this Policy shall be deemed void ab initio as to such loss, and no coverage shall attach under this Policy. The Company shall have no obligation to investigate, adjust, defend, or indemnify any claim in such event, and all liability shall rest solely with the Named Insured.

Exception: If the denial of coverage by the personal auto carrier is solely and exclusively due to the Named Insured not maintaining Comprehensive Coverage on their personal automobile, then this Policy shall not be void, but the Attachment Point shall automatically increase by Ten Thousand Dollars (\$10,000) with respect to that loss for Silver and Gold plans

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and shall increase by Five Thousand Dollars (\$5,000) with respect to that loss for Platinum plans.

J. CANCELLATION AND NON-RENEWAL BY COMPANY

The Company may cancel this Policy at any time upon written notice to the Named Insured for the following reasons: (i) non-payment of premium; (ii) material misrepresentation in the application or claim; (iii) fraud or concealment of material fact; (iv) substantial breach of Policy terms, conditions, or exclusions; or (v) as otherwise permitted under the laws of the Modoc Nation. Cancellation shall be effective as of the date stated in the Company's notice and may be immediate in the event of fraud or non-payment of premium. Any unearned premium shall be refunded on a pro rata basis, subject to a minimum retained premium of fifty percent (50%) of the Policy premium. The Company shall have no obligation to renew this Policy, and any renewal shall be at the Company's sole discretion.

K. FRAUDULENT CLAIMS – RECOVERY OF COSTS

In the event any claim is denied in whole or in part on the basis of fraud, intentional misrepresentation, or concealment, the Company shall be entitled to recover from the Named Insured all costs and expenses incurred in investigating, adjusting, or defending such claim, including reasonable attorney's fees and expert fees.

L. INSPECTION RIGHTS AND PRE-LOSS DOCUMENTATION

The Company shall have the right, but not the obligation, to inspect the Covered Vehicle and any associated rental records at any time, whether prior to coverage attaching, during the Policy Period, or following a loss. As a strict condition precedent to coverage, the Named Insured must, prior to operating the Covered Vehicle, upload to the Company's designated web portal current, date-stamped photographs of the exterior and interior of the Covered Vehicle in a manner sufficient to demonstrate its pre-rental condition. Failure to comply with this requirement, or refusal to make the Covered Vehicle available for inspection by the Company upon reasonable request, shall render this Policy void with respect to any loss occurring prior to such compliance.

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M. POST-ACCIDENT INSPECTION

As a strict condition precedent to coverage, the Named Insured shall not authorize or commence repairs to the Covered Vehicle following any accident or loss until the Company has been afforded a reasonable opportunity to inspect the Covered Vehicle in its damaged condition. Failure to permit such inspection upon request shall render this Policy void with respect to that loss, and the Company shall have no obligation to investigate, adjust, defend, or indemnify any claim arising therefrom.

N. NON-RENEWAL

The Company shall have no obligation to provide advance notice of non-renewal, lapse, or expiration of this Policy beyond the dates stated in the Declarations. Renewal, if offered, shall be at the sole discretion of the Company and subject to such terms and premium as the Company may determine.

O. GOVERNING TIME ZONE

All deadlines, reporting obligations, policy periods, and time-sensitive requirements under this Policy shall be determined by reference to Pacific Time as observed in Los Angeles, California, unless otherwise expressly required by the laws of the Modoc Nation.

SECTION VI – COVERED COSTS

Subject to the terms, conditions, exclusions, limitations, endorsements, and declarations of this Policy, and only after the applicable Attachment Point has been satisfied, the Company shall pay on behalf of the Named Insured the following Covered Costs, but only to the extent such costs arise directly and solely out of a Covered Loss to a Covered Vehicle during the Policy Period:

1. COVERED COSTS**A. REPAIR OR REPLACEMENT COSTS**

The reasonable and necessary cost to repair or replace the Covered Vehicle with materials or parts of like kind and quality. The Company's liability shall not exceed the lesser of:

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- (1) the actual cash value ("ACV") of the Covered Vehicle at the time of loss; or
- (2) the cost to repair or replace the Covered Vehicle with another of comparable make, model, age, mileage, and condition.

B. LOSS OF USE / RENTAL INCOME

Documented loss of rental income sustained by the rental agency or vehicle owner during the period reasonably required for repair or replacement of the Covered Vehicle, not to exceed the customary daily rental rate of such vehicle. Loss of use shall not include consequential damages, loss of market value, or penalties not directly tied to the rental contract. Any payment made by the Company to the rental agency, vehicle owner, lienholder, or any other party legally entitled to receive payment shall fully discharge the Company's obligations under this Policy with respect to such loss, regardless of whether the Named Insured receives any portion of such payment.

C. ADMINISTRATIVE FEES

Reasonable administrative fees customarily charged by the rental agency that are directly and proximately related to the handling of the Covered Loss. Such fees must be substantiated by written documentation and consistent with standard practices of the rental agency.

D. TOWING AND STORAGE

Reasonable and necessary expenses incurred to tow the Covered Vehicle to the nearest qualified repair facility, and reasonable storage charges pending repair or final disposition of the Covered Vehicle.

E. SUBSTITUTED TRANSPORTATION

Reimbursement for reasonable transportation expenses actually incurred by the Named Insured to obtain alternate transportation, but only during the remaining unexpired portion of the rental agreement.

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2. EXCLUSIONS FROM COVERED COSTS

The Company shall not be liable under this Section VI – Covered Costs for any of the following:

- (1) **Betterment or Upgrades** – Costs that improve, upgrade, or otherwise enhance the Covered Vehicle beyond its pre-loss condition.
- (2) **Diminution in Value** – Any loss of market value, resale value, or depreciation of the Covered Vehicle following repair or replacement.
- (3) **Punitive or Exemplary Damages** – Any damages awarded as a penalty or deterrent, whether or not related to a Covered Loss.
- (4) **Fines, Penalties, or Liquidated Damages** – Any fines, penalties, contractual liquidated damages, or consequential amounts assessed against the Named Insured by a rental agency or third party.
- (5) **Indirect or Consequential Losses** – Any costs not directly and proximately caused by a Covered Loss, including but not limited to lost profits, loss of goodwill, or reputational harm.
- (6) **Unauthorized Storage or Towing** – Costs incurred for towing or storage that are not reasonable, necessary, or authorized by the Company.
- (7) **Alternative Vehicle Rentals Beyond Limit** – Costs of substitute transportation exceeding the maximum limit of liability stated in the Declarations.
- (8) **Force Majeure** – This Policy does not cover any loss, delay, or failure to perform arising out of or resulting from acts of God, natural disasters, labor strikes, embargoes, supply chain disruption, pandemics, epidemics, governmental orders or shutdowns, or any other cause beyond the reasonable control of the Company.

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- (9) **Interest, Penalties, or Multipliers** – This Policy does not cover pre-judgment or post-judgment interest, fines, penalties, liquidated damages, treble damages, or any statutory multiple damages unless expressly required by the laws of the Modoc Nation.

3. ADDITIONAL PROVISIONS

A. SALVAGE AND ABANDONMENT

In the event of a total loss, the Company may, at its option, take title to and possession of the Covered Vehicle or its remains. The Named Insured and/or vehicle owner may not abandon the Covered Vehicle to the Company without the Company's prior written consent. Title to any salvage shall automatically vest in the Company upon payment of a total loss, and the Named Insured and any vehicle owner shall execute all documents necessary to transfer such title to the Company without delay.

B. PAYMENT OF LOSS

At the Company's option, any payment for loss or damage under this Policy may be made directly to the rental agency, vehicle owner, lienholder, or any other party legally entitled to such payment, as their interests may appear. Payment to any such party shall discharge the Company's obligations to the extent of such payment. Nothing in this Policy shall be construed to create any independent right of recovery in favor of any rental agency, lienholder, or third party unless expressly endorsed as an additional loss payee. Payment to such entities shall be solely at the Company's option and shall not create contractual privity or confer beneficiary status. All payments made under this Policy shall be made in lawful currency of the United States of America. The Company shall not be responsible for any currency conversion, exchange rate fluctuation, or foreign transaction fees.

C. APPRAISAL OF LOSS

If the Named Insured and the Company fail to agree on the amount of loss, either may demand an appraisal. Each party shall select a competent and impartial appraiser and notify the other of such appraiser within twenty (20) days. The two appraisers shall then select an

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umpire. If the appraisers cannot agree upon an umpire within fifteen (15) days, either may request that a judge of a court of competent jurisdiction in the Modoc Nation select the umpire. The appraisers shall then state separately the amount of loss. If the appraisers submit a written report of an agreement to the Company, the agreed amount shall be binding. If they fail to agree, they shall submit their differences to the umpire. An award in writing by any two shall determine the amount of loss. Each party shall bear the expense of its own appraiser and shall equally share the expense of the umpire.

D. LOSS SETTLEMENT

The Company may, at its option: (1) repair the Covered Vehicle; (2) replace the Covered Vehicle with one of like kind and quality; or (3) pay for the loss in money. The Company's liability shall not exceed the lesser of the ACV of the Covered Vehicle at the time of loss or the cost to repair or replace the Covered Vehicle with one of comparable make, model, age, mileage, and condition.

E. LIMITS OF LIABILITY

The Company's total liability under this Section VI – Covered Costs shall not exceed, in the aggregate, the Limit of Insurance stated in the Declarations for any one Covered Loss, regardless of the number of Covered Vehicles, Named Insureds, claims made, or persons or organizations seeking coverage.

In addition to the per-loss limitation above, the Company's total aggregate liability under this Policy shall not exceed the Physical Damage Limit stated in the Declarations during any single Policy Period, regardless of the number of Covered Vehicles, losses, Named Insureds, or claims presented.

F. INSURED'S EXPENSES NOT COVERED

This Policy does not cover or reimburse any costs, fees, or expenses incurred by the Named Insured or any Additional Authorized Driver in connection with a loss, claim, or dispute, including but not limited to attorney's fees, expert fees, appraisal costs, investigative

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expenses, or any other out-of-pocket costs. All such expenses shall be borne solely by the Named Insured, regardless of the outcome of the claim or proceeding.

SECTION VII – DISPUTE RESOLUTION

Any dispute arising under this Policy shall be submitted to the Modoc Nation Insurance Commissioner for final, non-appealable, and binding determination, or to a designee selected by the Commissioner. The Commissioner may, but is not required to, conduct the review through a telephonic or video hearing. If the Commissioner is unable or unwilling to resolve the dispute, the matter shall be submitted to the jurisdiction of the Modoc Nation Tribal Court. All proceedings must be brought exclusively in the Modoc Nation Insurance Commissioner's office or the Modoc Nation Tribal Court. Each party shall bear its own costs and expenses, including attorney fees, expert fees, and administrative costs, incurred in connection with any proceeding or dispute under this section, regardless of the outcome. All disputes must be brought on an individual basis. No dispute may be pursued or resolved on a class, collective, consolidated, or representative basis. The parties expressly waive the right to a jury trial in any proceeding arising under or relating to this Policy.

SECTION VII – GENERAL PROVISIONS

A. STIPULATION OF JURISDICTION

By purchasing this Policy through the Inuity Insurance Company website, the Policyholder expressly acknowledges and agrees that this insurance contract is deemed to have been transacted exclusively within the geographic and legal jurisdiction of the Modoc Nation, a federally recognized Indian tribe. The Policyholder further consents to the personal and subject matter jurisdiction of the Modoc Nation for all matters, including but not limited to claims, disputes, enforcement, interpretation, or litigation arising from or relating to this Policy. The Policyholder understands and agrees that jurisdiction shall not lie with any State, Territory, or other political subdivision in which the Policyholder may reside, be physically present, or rent a vehicle. All rights, obligations, and remedies are governed solely by the laws, regulations, and courts of the Modoc Nation. This stipulation shall be deemed and enforced as an integral and binding part of this Policy. This Policy shall be governed

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exclusively by the laws of the Modoc Nation, without regard to principles of conflict of laws or the laws of any state, territory, or political subdivision.

B. SANCTIONS EXCLUSION

This Policy does not apply to the extent that such coverage, payment, benefit, or transaction would be in violation of any applicable trade, economic, or financial sanction, embargo, prohibition, or restriction imposed by the United States, the Modoc Nation, or any other applicable jurisdiction.

C. LEGAL ACTION AGAINST THE COMPANY

No action shall lie against the Company unless there has been full compliance with all terms, conditions, and provisions of this Policy. Any such action must be commenced within two (2) years after the date proof of loss is required to be filed under this Policy.

D. PREMIUM PAYMENT

All premiums due under this Policy, whether for the initial term or any endorsement, amendment, or renewal, must be fully paid in advance or at the time of issuance. Any endorsement or amendment for which the required premium is not prepaid shall be deemed void and of no effect. Failure to remit premium as required shall automatically render this Policy, or the applicable endorsement, null and void without further notice from the Company.

E. PRIVACY AND DATA HANDLING

The Company acknowledges its obligation to safeguard the personal and financial data of the Named Insured and any driver listed in the Declarations. All data shall be collected, stored, and used solely for purposes of underwriting, policy administration, claims handling, and compliance with applicable laws. Disclosure shall not be made to third parties except:

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(1) as necessary for the adjustment or defense of claims; (2) to comply with lawful requests from regulators, law enforcement, or courts of competent jurisdiction; or (3) as otherwise required by the laws of the United States or the Modoc Nation.

F. ENTIRE CONTRACT

This Policy, including the Declarations, all endorsements, riders, and amendments hereto, constitutes the entire contract of insurance between the Company and the Named Insured. No agent, broker, or representative has authority to waive, modify, or alter any provision of this Policy unless expressly endorsed in writing by an authorized officer of the Company. No prior or contemporaneous oral or written representation, agreement, or understanding not expressly incorporated into this Policy shall have any legal effect, and the Named Insured expressly disclaims reliance upon any such representation.

G. TCPA AND ELECTRONIC COMMUNICATIONS CONSENT

By purchasing this Policy, the Named Insured expressly consents, within the meaning of the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, and any analogous state or tribal law, to receive calls, text messages (SMS/MMS), emails, and other electronic communications from the Company or its authorized representatives at the contact information provided by the Named Insured. Such communications may include, without limitation, policy documents, billing notices, claims updates, and account security alerts. The Named Insured may revoke consent to receive such communications by notifying the Company in writing or by using any opt-out mechanism provided in the communication.

H. NO THIRD-PARTY BENEFICIARIES

This Policy is solely for the benefit of the Named Insured and any Additional Authorized Driver expressly listed in the Declarations. No other person or entity shall have any rights, claims, or benefits under this Policy unless expressly granted by written Endorsement.

I. DATA SHARING AND PRIVACY WAIVER

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The Named Insured expressly acknowledges and consents that the Company may collect, store, process, and disclose personal, financial, and vehicle-related information for purposes of underwriting, policy administration, claims handling, fraud prevention, and compliance with applicable law. Such information may be shared with the Company's reinsurers, auditors, consultants, information technology providers, and with the Modoc Nation Insurance Department or other duly authorized tribal, federal, or regulatory authorities. The Named Insured further consents that such disclosures may be made without additional notice and that the Company shall not be liable for any consequences of such authorized disclosures, provided they are made in good faith and consistent with this Policy.

J. NO WAIVER

The failure of the Company to assert or enforce any right, remedy, condition, or exclusion under this Policy, or the acceptance of premium or the handling of any claim, shall not be construed as a waiver of such right, remedy, condition, or exclusion in any other instance. The Company expressly reserves all rights under this Policy, and no waiver shall be valid or binding unless made in a written instrument executed by an authorized officer of the Company.

K. NO ASSIGNMENT

No assignment of this Policy, of any rights under this Policy, or of any claim or cause of action arising hereunder shall be valid without the prior written consent of the Company, which may be withheld at the Company's sole discretion. Any purported assignment made without such prior written consent shall be void and of no effect, and the Company shall have no obligation to recognize or honor any such assignment.

L. GOVERNING LANGUAGE

This Policy is written in the English language, and the English language version shall control in all respects. Any translation provided is solely for convenience and shall not be relied upon to interpret this Policy.

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M. ELECTRONIC DELIVERY OF DOCUMENTS

Electronic delivery of policy documents, billing statements, endorsements, notices, and other communications shall have the same legal force and effect as paper originals. The Named Insured expressly agrees that such electronic transmissions constitute valid notice and delivery under this Policy.

SECTION VIII - SECTION AUTHORIZED SIGNATORY

IN WITNESS WHEREOF, this Policy has been executed and issued by Inuity Insurance Company, Inc., duly authorized and acting under the laws of the Modoc Nation.

This Policy shall not be valid unless a valid Policy Number has been issued through the Company's Policy Management System and is reflected on this document, and it has been countersigned below by an authorized officer of the Company.

A handwritten signature in black ink, appearing to read "Eric James Stenson".

ERIC JAMES STENSON
Chief Executive Officer

Dated:

09/07/2025

SECTION IX – END OF POLICY

THIS POLICY IS COMPLETE AS WRITTEN AND CONTAINS ALL TERMS, CONDITIONS, PROVISIONS, EXCLUSIONS, AND LIMITATIONS OF COVERAGE. NO FURTHER PROVISIONS, RIDERS, OR AMENDMENTS ARE INCLUDED EXCEPT THOSE EXPRESSLY SET FORTH IN DULY ISSUED ENDORSEMENTS, WHICH, IF ANY, SHALL FOLLOW THIS PAGE AND ARE DEEMED INCORPORATED HEREIN BY REFERENCE.

NO ADDITIONAL PAGES, ATTACHMENTS, OR DOCUMENTS FORM PART OF THIS POLICY UNLESS ISSUED AS AN ENDORSEMENT BY INUITY INSURANCE COMPANY.

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