

# DEPARTMENT OF REGULATORY AGENCIES

## Division of Insurance

### 3 CCR 702-5

#### PROPERTY AND CASUALTY

##### Amended Regulation 5-2-16

#### DISCLOSURE REQUIREMENTS FOR PRIVATE PASSENGER AUTOMOBILE POLICIES

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##### **Section 1 Authority**

This regulation is promulgated and adopted by the Commissioner of Insurance under the authority of §§ 10-1-109, 10-4-111(5), 10-4-123, 10-4-601.5, 10-4-636, and 10-4-641(1), C.R.S.

##### **Section 2 Scope and Purpose**

The purpose of this regulation is to interpret and implement the provisions of §§ 10-4-111(1) and (5), 10-4-123 and 10-4-636, of the Colorado Revised Statutes, to provide summary disclosure requirements and the summary disclosure form in English and the summary document form in Spanish for private passenger automobile insurance.

##### **Section 3 Applicability**

This regulation shall apply to all licensed insurers and producers in Colorado issuing or renewing private passenger automobile policies pursuant to Part 6 of Article 4 of Title 10 of the Colorado Revised Statutes.

##### **Section 4 Definitions**

- A. "Adequate Evidence" shall have the same meaning as set forth in § 10-4-636(3)(b), C.R.S.
- B. "Automobile" for the purposes of this regulation and summary disclosure form and summary document form shall include motorcycles, motor vehicles and low-powered scooters as defined in §§ 10-4-601(6) and 42-1-102(48.5) (55) and (58), C.R.S.

- C. "Initial Insurance Purchase" means, for the purposes of this regulation, when the application for insurance is submitted and payment is made to the insurer or producer.
- D. "Optional or Enhanced Coverages" means, for the purposes of this regulation, those coverages that will result in an increased premium to an insured's policy, and for which the express consent of the insured is required but does not include uninsured or underinsured motorist coverage or medical payments coverage.
- E. "Language Selection Form" means, for the purposes of this regulation, the form insurers or producers must provide to determine whether the applicant of a new or renewal policy elects to receive the Spanish Summary Document form.
- F. "SERFF" means, for the purposes of this regulation, the National Association of Insurance Commissioners (NAIC) System for Electronic Rates and Forms Filing.
- G. "Summary Disclosure Form" means, for the purposes of this regulation, the form that contains an explanation of the major coverages and exclusions of an insurer's automobile insurance policy, together with a recitation of general factors considered in cancellation, nonrenewal and increase-in-premium situations.
- H. "Summary Document Form" means, for the purposes of this regulation, the Spanish form that contains an explanation of the major coverages and exclusions of an insurer's automobile insurance policy, identification of coverage selected or rejected, named excluded driver information and a recitation of general factors considered in cancellation, nonrenewal and increase-in-premium situations.

## **Section 5      Rules**

- A. Summary Disclosure Form
  - 1. The summary disclosure form shall provide notice in boldface letters that the policyholder should read the policy for complete details and that such summary disclosure form shall not be construed to replace any provision of the policy itself.
  - 2. Insurers and producers shall use the attached summary disclosure forms. Insurers may only modify the form to provide additional information and/or clarification.
  - 3. Insurers' summary disclosure forms filed with the Colorado Division of Insurance (Division) shall be open for public inspection.
    - a. Every insurer shall update and file in SERFF with the Division the summary disclosure form to reflect any changes in major coverages and exclusions of such policies of insurance and changes in factors considered in cancellation, nonrenewal and increase-in-premium situations.
    - b. Insurers shall include a side-by-side comparison with proposed changes identified by strikethroughs and highlighted text. Insurers shall also include a clean, final version of the form.
  - 4. The summary disclosure form is a required form. If there is a dispute after inception of the policy regarding whether the summary disclosure form was provided at the time of the initial purchase of the policy (or renewal when applicable), the insurer or producer must be able to provide evidence that the summary disclosure form was provided to the applicant or insured, otherwise the presumption will be that the summary disclosure form was not provided to the applicant or insured.

5. An explanation of medical payments coverage is required in the summary disclosure form. The insurer must issue policies with \$5000 medical payments coverage unless its insured rejects such coverage in writing or in the same medium in which the application for the policy was taken. Nothing in this section shall prohibit the insurer from offering higher medical payments limits.
6. The disclosure requirements outlined in this regulation do not apply to policies insuring exempt commercial policyholders as defined in §§ 10-4-1401, et seq., C.R.S.
7. The disclosure requirements outlined in this regulation apply to automobiles as defined in Section 4.B. of this regulation.

B. Summary Document Form

1. The summary document form must provide the following information in boldface letters:
  - a. That such summary document is for informational purposes only and shall not be construed to replace any provision of the policy itself;
  - b. The actual terms of the named insured's insurance policy prevail over the information in the summary document form;
  - c. In the case of a dispute, the policy is controlling, and a court shall rely on the English-Language version of the policy to settle such disputes;
  - d. The information in the summary document does not create rights or obligations on the part of the insurer, the named insured, the producer, or the state; and,
  - e. The summary document is not intended to replace or substitute the policy written in English.
2. The summary document form must include the following:
  - a. The coverages selected by the named insured under the policy;
  - b. Identification of the coverages rejected by the named insured; and,
  - c. The names of any drivers excluded from coverage under the policy.

If the named insured insures more than three vehicles on a single policy the insurer may add additional pages to the summary document form that includes the coverages selected or rejected.

3. Insurers and producers shall use the attached summary document form for applicants of new or renewal policies that have elected to receive the Spanish form. Insurers may only modify the form to provide additional information.
4. Insurers' summary document forms filed with the Division shall be open for public inspection.
  - a. Every insurer shall file in SERFF the summary document form with the Division.
  - b. Every insurer shall update and file the updated summary document form to reflect any changes in major coverages and exclusions of such policies of insurance and changes in factors considered in cancellation, nonrenewal and

increase-in-premium situations. Changes in selected coverages, on a per policy basis, are not required to be filed with the Division.

- c. Insurers shall include a side-by-side comparison, in English, with proposed changes identified by strikethroughs and highlighted text. Insurers shall also include a clean, final version of the form.

C. For policies effective on or after January 1, 2026, insurers shall provide an applicant of a new or renewal policy a language selection form.

1. Insurers or producers shall provide the language selection form in the following manner:
  - a. To new applicants at the time of application.
  - b. To renewal policyholders, once at the first renewal following January 1, 2026, except that the insurer is not required to offer the language selection form if it was previously offered at time of application.
  - c. For policies renewing on or after January 1, 2026, the language selection form may be included with the renewal policy or mailed separately to the policyholder.
2. If the policyholder returns the language selection form, electing to receive the Spanish form, the insurer must provide the Summary Document form upon issuance of the new policy and every renewal thereafter.
3. If the policyholder does not return the language selection form within sixty (60) days of receipt, the insurer is not required to send the Summary Document form to the policyholder.
4. The insurer is not required to send the language selection form if it chooses to send both the Summary Disclosure form and the Summary Document form to new applicants and renewal policyholders.

D. Additional Disclosure Form Requirements

1. An insurer must provide a clear explanation to the insured regarding:
  - a. The products purchased
  - b. The amount of coverage purchased
  - c. How the determination of fault in an automobile accident affects the applicability of coverage.
2. The additional disclosure requirements outlined in Section 5.D.1.a. and b. above may be satisfied by including the information in the declarations page of the policy.
3. The additional disclosure requirement outlined in Section 5.D.1.c. above shall be satisfied through the issuance of the summary disclosure form referenced in Section 5.A. of this regulation.

E. Optional and Enhanced Coverages

1. An insurer or producer shall not automatically add optional or enhanced coverages that will result in an increased premium to an insured's policy without the express consent of the insured.
2. The consent of the insured may be provided in the same medium in which the policy is offered. The insurer or producer shall maintain adequate evidence of the insured's consent for at least three years. Such evidence shall be subject to review by the commissioner.
3. An insurer or producer must record whether the optional or enhanced coverage added for an increased premium was requested by the insured or recommended by the insurer or producer and consented to by the insured.

#### **Section 6 Severability**

If any provision of this regulation or the application of it to any person or circumstance is for any reason held to be invalid, the remainder of this regulation shall not be affected.

#### **Section 7 Enforcement**

Noncompliance with this regulation may result in the imposition of any of the sanctions made available in the Colorado statutes pertaining to the business of insurance, or other laws, which include the imposition of civil penalties, issuance of cease and desist orders, and/or suspensions or revocation of license, subject to the requirements of due process.

#### **Section 8 Effective Date**

This regulation shall become effective March 17, 2025.

#### **Section 9 History**

New regulation effective January 1, 2007.  
Amended regulation effective January 1, 2008.  
Amended regulation effective January 1, 2009.  
Amended regulation effective January 1, 2012  
Amended regulation effective April 1, 2018  
Amended regulation effective March 17, 2025.

Appendix A

LANGUAGE SELECTION FORM

[Insurer Name]

You have the option of receiving a Summary Document form in Spanish along with the Summary Disclosure form in English. The Summary Document form provides a general description of available automobile coverage, the coverage you have purchased, and identifies whether you have rejected certain coverages, such as medical payments and uninsured motorist coverage. The Summary Document also lists the names of any excluded drivers under your policy.

If you prefer the Summary Document form in Spanish, please sign and return this selection form. If you do not return this form within sixty (60) days of receipt, we will not provide to you the Spanish Summary Document form.

I wish to receive the Spanish Summary Document form.

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Named Insured Signature

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Date

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Policy Number (if available)

Appendix B

FORMULARIO DE SELECCIÓN DE IDIOMA

[Insurer Name]

Tiene la opción de recibir un formulario de Documento Resumido en español junto con el formulario de Divulgación Resumida en inglés. El formulario de Documento Resumido proporciona una descripción general de la cobertura para automóviles disponible, la cobertura que ha comprado e identifica si ha rechazado determinadas coberturas, como la de pagos médicos y la cobertura de conductor no asegurado. El Documento Resumido también enumera los nombres de los conductores excluidos de su póliza.

Si prefiere el formulario de Documento Resumido en español, firme y devuelva este formulario de selección. Si no devuelve este formulario en el plazo de sesenta (60) días a partir de la fecha de recepción, nosotros no le facilitaremos el formulario de Documento Resumido en español.

Deseo recibir el formulario de Documento Resumido en español.

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Firma del asegurado

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Fecha

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Número de póliza (si lo tiene)





**PLEASE READ YOUR POLICY FOR COMPLETE DETAILS. THIS SUMMARY DOCUMENT FORM SHALL NOT BE CONSTRUED TO REPLACE ANY PROVISION OF THE POLICY ITSELF.**

Complete details include, but are not limited to, information on the method we use to calculate your unearned premium (e.g., pro rata or short rate), if you should cancel your policy before the next renewal. This document also provides some of the factors considered for cancellation, nonrenewal and increase-in-premium. These factors are general in nature. They do not represent the only reasons a policy may be canceled or changed. Please contact us or your agent for further information.

Unless you have purchased the appropriate endorsement, your policy excludes coverage for livery conveyance. If you are a driver for a transportation network company please verify you have purchased appropriate coverage.

**I. REQUIRED COVERAGE - Liability**

Colorado law requires you to have liability coverage on your automobile. This coverage pays bodily injury to another person and property damage to another's property that are the result of an accident in which you are found to be at fault.

Coverage is not provided for any automobile owned by you or a resident relative that is not insured for liability under your policy. There is no coverage for intentional acts.

Please read your policy for other conditions and exclusions.

**II. OTHER COVERAGES**

**A. Uninsured and Underinsured Motorist Coverage**

Uninsured and underinsured motorist coverage will be included in your policy unless you reject it in writing.

Uninsured Motorist coverage pays for your bodily injury damages that are the result of a not at fault accident with an uninsured or hit and run driver.

Underinsured Motorist coverage pays for your bodily injury damages that are the result of a not at fault accident with an underinsured driver. A motorist is considered underinsured if his or her liability coverage is not enough to pay the full amount you are legally allowed to recover as damages.

Please read your policy for other conditions and exclusions.

**B. Physical Damage Coverage – Collision and Comprehensive**

You must be offered collision coverage with deductibles of \$100 or \$250. You may select higher deductibles.

Collision coverage pays for damage to your own automobile when it collides with another automobile or object. It also pays if your automobile overturns.

Comprehensive coverage pays for damage to your automobile from causes such as fire, theft, vandalism, hail, and falling objects.

Collision and comprehensive coverage may be written with a deductible. A deductible is that part of a loss you will pay. We will pay the balance of covered repairs subject to your policy provisions. A lender may require you purchase both collision and comprehensive coverage.

Unless you have purchased the appropriate endorsement, coverage does not apply to losses that occur while your automobile is rented or leased to others. There is no coverage for wear, tear, freezing, mechanical failure or breakdown, or road damage to tires.

Please read your policy for other conditions and exclusions.

### **C. Medical Payments Coverage**

Medical payments coverage of \$5,000 will be included in your policy unless you reject it. You may reject the coverage in writing or in the same method in which you applied for the policy.

Medical payments coverage is not required to be offered on motorcycles, low-powered scooters, off-road vehicles or other miscellaneous vehicles.

Medical payments coverage pays for you and your passengers reasonable health care expenses incurred for bodily injury caused by an automobile accident.

If you are in an automobile accident, your medical payments coverage will pay before your health insurance coverage.

Medical payments coverage will apply toward health insurance coverage coinsurance or deductible amounts.

We must prioritize the payment of your benefits in a manner consistent with Colorado insurance law.

Injuries to you that are the result of an at-fault accident will not be paid, under an automobile insurance policy, unless medical payments coverage is purchased.

Please read your policy for other conditions and exclusions.

### **D. Uninsured Motorist Property Damage Coverage**

This coverage pays for damages to your automobile caused by an at-fault owner of an uninsured automobile.

This is an optional coverage you can request if you do not have collision coverage on your automobile.

This coverage will not apply if the automobiles do not make physical contact.

This coverage only pays the actual cash value of your automobile or cost of repair or replacement, whichever is less.

Please read your policy for other conditions and exclusions.

## **III. CANCELLATION, NONRENEWAL AND INCREASE IN PREMIUM**

### **A. Cancellation**

During the first 59 days we may cancel your policy for any reason not prohibited by law. After your policy has been in effect for more than 59 days, we may cancel your policy for any of the following reasons:

1. Nonpayment of policy premium; or
2. Knowingly making a false statement on your application for automobile insurance; or
3. A driver's license suspension or revocation; or
4. Knowingly and willfully making a false material statement on a claim under the policy.

### **B. Nonrenewal**

We may choose to non-renew your policy. Some examples of reasons for nonrenewal include, but are not limited to:

1. An unacceptable number of traffic convictions;
2. An unacceptable number of at-fault accidents; or
3. Conviction of a major violation such as drunk driving or reckless driving.

**C. Increase in Premium**

We may increase your premiums. Some examples of reasons for increased premium include, but are not limited to:

1. Change of garage location of the automobile;
2. Change of automobile(s) insured;
3. Addition of a driver;
4. Change in use of your automobile;
5. A general rate increase. This results from the loss experience of a large group of policyholders rather than from a single policyholder. A general rate increase applies to everyone in the group, not just those who had a loss.

The above list of reasons is not all inclusive. There may be other changes that result in an increased premium.

**We may add a surcharge or remove a discount because of an at-fault accident or traffic conviction. Under this circumstance you will receive a notice of your statutory right to file a complaint with the Colorado Division of Insurance.**

Appendix D

**SEGURO DE AUTOMÓVIL PRIVADO PARA PASAJEROS DE COLORADO**

**FORMULARIO DE DOCUMENTO RESUMIDO**

Este formulario de documento resumido es una guía básica para las principales coberturas y exclusiones de su póliza. Es una descripción general. No es una póliza de ningún tipo. Toda la cobertura está sujeta a los términos, condiciones y exclusiones de su póliza y a todas las cláusulas adicionales aplicables.

**Este formulario de documento resumido identifica la cobertura que ha seleccionado o rechazado y los nombres de los conductores excluidos.**

Usted ha contratado las siguientes coberturas:

Responsabilidad civil: [insert policy limit]

Pagos médicos: [insert coverage amount]

Usted ha rechazado la cobertura de pagos médicos

Cobertura de conductor sin seguro/subasegurado: [insert policy limit]

Usted ha rechazado la cobertura de conductor sin seguro o subasegurado

Daños materiales por conductor no asegurado - [deductible amount] (Si corresponde)

Vehículo n.º 1

Vehículo n.º 2

Vehículo n.º 3

Cobertura a todo riesgo y por colisión (si corresponde)

Vehículo n.º 1

Vehículo n.º 2

Vehículo n.º 3

[Ded/Ded]

[Ded/Ded]

[Ded/Ded]

**EXCLUSIONES DEL CONDUCTOR DESIGNADO**

**Las siguientes personas están actualmente excluidas de la cobertura de su póliza. Si tienen un accidente mientras conducen su vehículo no hay cobertura.**



**POR FAVOR LEA SU PÓLIZA PARA CONOCER TODOS LOS DETALLES. ESTE FORMULARIO DE DOCUMENTO RESUMIDO NO SE INTERPRETARÁ COMO SUSTITUTIVO DE NINGUNA DISPOSICIÓN DE LA PROPIA PÓLIZA.**

Los datos completos incluyen, pero no se limitan a, información sobre el método que utilizamos para calcular su prima no consumida (por ejemplo, prorata o tarifa reducida), si usted deba cancelar su póliza antes de la próxima renovación. En este documento también se indican algunos de los factores que se tienen en cuenta para la anulación, la no renovación y el aumento de la prima. Estos factores son de carácter general. No representan las únicas razones por las que una póliza pueda cancelarse o modificarse. Por favor Póngase en contacto con nosotros o con su agente para obtener más información.

A menos que haya comprado la cláusula adicional correspondiente, su póliza excluye la cobertura por transporte de librea. Si es usted conductor de una empresa de redes de transporte, por favor compruebe que ha contratado la cobertura adecuada.

**I. COBERTURA OBLIGATORIA - Responsabilidad civil**

La ley de Colorado le obliga a tener cobertura de responsabilidad civil en su automóvil. Esta cobertura paga los daños corporales a otra persona y los daños materiales a la propiedad ajena que se produzcan como consecuencia de un accidente en el que usted sea declarado culpable.

No se proporciona cobertura a ningún automóvil de su propiedad o de un familiar residente que no esté asegurado por responsabilidad civil en bajo su póliza. No hay cobertura para actos intencionados.

Por favor Lea su póliza para conocer otras condiciones y exclusiones.

**II. OTRAS COBERTURAS**

**A. Cobertura de conductor sin seguro o subasegurado**

La cobertura de conductor sin seguro y subasegurado se incluirá en su póliza a menos que usted la rechace por escrito.

La cobertura de conductor sin seguro paga los daños corporales que se produzcan como consecuencia de un accidente no culposo con un conductor sin seguro o que se da a la fuga.

La cobertura de conductor subasegurado paga los daños corporales que se produzcan como consecuencia de un accidente sin culpa con un conductor subasegurado. Se considera que un conductor está subasegurado si su cobertura de responsabilidad civil no es suficiente para pagar el monto total que usted puede recuperar legalmente en concepto de daños y perjuicios.

Por favor Lea su póliza para conocer otras condiciones y exclusiones.

**B. Cobertura de daños físicos - Colisión y todo riesgo**

Deben ofrecerle cobertura por colisión con deducibles de 100 o 250 dólares. Puede elegir deducibles más elevados.

La cobertura por colisión paga los daños causados a su propio automóvil cuando colisiona con otro automóvil u objeto. También paga si su automóvil se vuelca.

La cobertura a todo riesgo cubre los daños sufridos por su automóvil por causas como incendio, robo, vandalismo, granizo y caída de objetos.

La cobertura por colisión y a todo riesgo puede ser escrita con un deducible. Un deducible es esa parte de una pérdida que usted pagará. Pagaremos el resto de las reparaciones cubiertas con sujeción a las disposiciones de su póliza. Un prestamista puede requerir que compre tanto la cobertura por colisión como la cobertura a todo riesgo.

A menos que haya adquirido la cláusula adicional correspondiente, la cobertura no se aplica a las pérdidas que se produzcan mientras su automóvil esté alquilado o arrendado a terceros. No hay cobertura por desgaste, rotura, congelación, fallo o avería mecánica, o daños a los neumáticos causados por la carretera.

Por favor Lea su póliza para conocer otras condiciones y exclusiones.

### **C. Cobertura de pagos médicos**

La cobertura de pagos médicos de \$5000 se incluirá en su póliza a menos que usted la rechace. Usted Puede rechazar la cobertura por escrito o por el mismo medio por el que solicitó la póliza.

No es obligatorio ofrecer cobertura de pagos médicos en motocicletas, scooters de baja potencia, vehículos todoterreno u otros vehículos diversos.

La cobertura de pagos médicos le cubre a usted y a sus pasajeros los gastos razonables de atención médica en los que hayan incurrido por lesiones corporales causadas por un accidente de automóvil.

Si sufre un accidente de automóvil, su cobertura de pagos médicos pagará antes que la cobertura de su seguro médico.

La cobertura de pagos médicos se aplicará a los importes del coseguro o la deducibles de la cobertura del seguro médico.

Debemos priorizar el pago de sus beneficios de forma coherente con la ley de seguros de Colorado.

Las lesiones que sufra usted como consecuencia de un accidente con culpa no se pagarán, bajo una póliza de seguro de automóvil, a menos que se compre una cobertura de pagos médicos.

Por favor Lea su póliza para conocer otras condiciones y exclusiones.

### **D. Cobertura de daños materiales para conductores sin seguro**

Esta cobertura paga los daños causados a su automóvil por el propietario culpable de un automóvil no asegurado.

Esta es una cobertura opcional que puede solicitar si no tiene cobertura de colisión en su automóvil.

Esta cobertura no se aplicará si los automóviles no entran en contacto físico.

Esta cobertura sólo paga el valor real en efectivo de su automóvil o el costo de reparación o sustitución, cualquiera que sea menor.

Por favor Lea su póliza para conocer otras condiciones y exclusiones.

### **III. ANULACIÓN, NO RENOVACIÓN Y AUMENTO DE LA PRIMA**

#### **A. Anulación**

Durante los primeros 59 días podemos cancelar su póliza por cualquier motivo no prohibido por la ley. Después de que su póliza haya estado en vigor durante más de 59 días, podemos cancelarla por cualquiera de los siguientes motivos:

1. Falta de pago de la prima de la póliza; o
2. Hacer consciente una declaración falsa en su solicitud de seguro de automóvil; o
3. Suspensión o revocación de licencia de conducir
4. Hacer consciente y deliberadamente una declaración material falsa en una reclamación bajo la póliza.

#### **B. No renovación**

Podemos optar por no renovar su póliza. Algunos ejemplos de razones para la no renovación incluyen, pero no se limitan a:

1. Un número inaceptable de condenas de tráfico;
2. Un número inaceptable de accidentes con culpa; o
3. Condena por una infracción grave, como conducir ebrio o de forma temeraria.

#### **C. Aumento de la prima**

Podemos aumentar sus primas. Algunos ejemplos de razones para el aumento de la prima incluyen, pero no se limitan a:

1. Cambio de ubicación del garaje del automóvil;
2. Cambio de automóvil(es) asegurado(s);
3. Incorporación de un conductor;



4. Cambio de uso de su automóvil;
5. Un aumento general de las tarifas. Es el resultado de la experiencia de pérdida de un gran grupo de asegurados en lugar de un único asegurado. Un aumento general de tarifas se aplica a todos los miembros del grupo, no sólo a los que han sufrido una pérdida.

La lista de razones anterior no es exhaustiva. Puede haber otros cambios que den lugar a un aumento de la prima.

**Podemos añadir un recargo o eliminar un descuento debido a un accidente con culpa o una condena de tráfico. En este caso, recibirá una notificación de su derecho legal a presentar una reclamación ante la División de Seguros de Colorado.**

Appendix E

**COLORADO PRIVATE PASSENGER AUTOMOBILE INSURANCE**

**SUMMARY DISCLOSURE FORM**

This summary disclosure form is a basic guide to the major coverages and exclusions in your policy. It is a general description. It is not a policy of any kind. All coverage is subject to the terms, conditions, and exclusions of your policy and all applicable endorsements.

**PLEASE READ YOUR POLICY FOR COMPLETE DETAILS. THIS SUMMARY DISCLOSURE FORM SHALL NOT BE CONSTRUED TO REPLACE ANY PROVISION OF THE POLICY ITSELF.**

Complete details include, but are not limited to, information on the method we use to calculate your unearned premium (e.g., pro rata or short rate), if you should cancel your policy before the next renewal. This summary disclosure form also provides some of the factors considered for cancellation, nonrenewal and increase-in-premium. These factors are general in nature. They do not represent the only reasons a policy may be cancelled or changed. Please contact us or your agent for further information.

Unless you have purchased the appropriate endorsement, your policy excludes coverage for livery conveyance. If you are a driver for a transportation network company please verify you have purchased appropriate coverage.

## **REQUIRED COVERAGE - Liability**

Colorado law requires you to have liability coverage on your automobile. This coverage pays bodily injury to another person and property damage to another's property that are the result of an accident in which you are found to be at fault.

Coverage is not provided for any automobile owned by you or a resident relative that is not insured for liability under your policy. There is no coverage for intentional acts.

Please read your policy for other conditions and exclusions.

### **I. OTHER COVERAGES**

#### **A. Uninsured and Underinsured Motorist Coverage**

Uninsured and underinsured motorist coverage will be included in your policy unless you reject it in writing.

Uninsured Motorist coverage pays for your bodily injury damages that are the result of a not at fault accident with an uninsured or hit and run driver.

Underinsured Motorist coverage pays for your bodily injury damages that are the result of a not at fault accident with an underinsured driver. A motorist is considered underinsured if his or her liability coverage is not enough to pay the full amount you are legally allowed to recover as damages.

Please read your policy for other conditions and exclusions.

#### **B. Physical Damage Coverage – Collision and Comprehensive**

You must be offered collision coverage.

Collision coverage pays for damage to your own automobile when it collides with another automobile or object. It also pays if your automobile overturns.

Comprehensive coverage pays for damage to your automobile from causes such as fire, theft, vandalism, hail, and falling objects.

Collision and comprehensive coverage may be written with a deductible. A deductible is that part of a loss you will pay. We will pay the balance of covered repairs subject to your policy provisions. A lender may require you purchase both collision and comprehensive coverage.

Unless you have purchased the appropriate endorsement, coverage does not apply to losses that occur while your automobile is rented or leased to others. There is no coverage for wear, tear, freezing, mechanical failure or breakdown, or road damage to tires.

Please read your policy for other conditions and exclusions.

#### **C. Medical Payments Coverage**

Medical payments coverage of \$5,000 will be included in your policy unless you reject it. You may reject the coverage in writing or in the same method in which you applied for the policy.

Medical payments coverage is not required to be offered on motorcycles, low-powered scooters, off-road vehicles or other miscellaneous vehicles.

Medical payments coverage pays for you and your passengers reasonable health care expenses incurred for bodily injury caused by an automobile accident.

If you are in an automobile accident, your medical payments coverage will pay before your health insurance coverage.

Medical payments coverage will apply toward health insurance coverage coinsurance or deductible amounts.

We must prioritize the payment of your benefits in a manner consistent with Colorado insurance law.

Injuries to you that are the result of an at-fault accident will not be paid, under an automobile insurance policy, unless medical payments coverage is purchased.

Please read your policy for other conditions and exclusions.

#### **D. Uninsured Motorist Property Damage Coverage**

This coverage pays for damages to your automobile caused by an at-fault owner of an uninsured automobile.

This is an optional coverage you can request if you do not have collision coverage on your automobile.

This coverage will not apply if the automobiles do not make physical contact.

This coverage only pays actual cash value of your automobile or cost of repair or replacement, whichever is less.

Please read your policy for other conditions and exclusions.

## **II. CANCELLATION, NONRENEWAL AND INCREASE IN PREMIUM**

### **A. Cancellation**

During the first 59 days we may cancel your policy for any reason not prohibited by law. After your policy has been in effect for more than 59 days, we may cancel your policy for any of the following reasons:

1. Nonpayment of policy premium; or
2. Knowingly making a false statement on your application for automobile insurance; or
3. A driver's license suspension or revocation; or
4. Knowingly and willfully making a false material statement on a claim under the policy.

### **B. Nonrenewal**

We may choose to non-renew your policy. Some examples of reasons for nonrenewal include, but are not limited to:

1. An unacceptable number of traffic convictions;
2. An unacceptable number of at-fault accidents; or
3. Conviction of a major violation such as drunk driving or reckless driving.

### **C. Increase in Premium**

We may increase your premiums. Some examples of reasons for increased premium include, but are not limited to:

1. Change of garage location of the automobile;
2. Change of automobile(s) insured;
3. Addition of a driver;
4. Change in use of your automobile;
5. A general rate increase. This results from the loss experience of a large group of policyholders rather than from a single policyholder. A general rate increase applies to everyone in the group, not just those who had a loss.

The above list of reasons is not all inclusive. There may be other changes that result in an increased premium.

**We may add a surcharge or remove a discount because of an at-fault accident or traffic conviction. Under this circumstance you will receive a notice of your statutory right to file a complaint with the Colorado Division of Insurance.**