

1 JONATHAN H. COLMAN (SBN 93652)
DAN A. EVERAKES (SBN 259398)
2 COLMAN PERKINS LAW GROUP
500 North Brand Boulevard, Suite 2200
3 Glendale, California 91203
TELEPHONE (818) 546-8686
4 EMAIL: deverakes@colmanlawgroup.com

5 Attorneys for Plaintiffs,

6 U-HAUL CO. OF CALIFORNIA, U-HAUL CO. OF ARIZONA,
and ARCOA RISK RETENTION GROUP, INC.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

02/14/2024
Clerk of the Court
BY: JAMES FORONDA
Deputy Clerk

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

U-HAUL CO. OF CALIFORNIA, a California corporation; U-HAUL CO. OF ARIZONA, an Arizona corporation; and ARCOA RISK RETENTION GROUP, INC., a Nevada corporation;

Plaintiffs,

vs.

ANGELA MITCHEL, an individual; MARIO INAUDI, an individual; CHRISTIAN LOZADA, an individual; LISA MEYER, an individual; JAIME WRIGHT, an individual, JEFFREY RUSSELL, an individual, and DOES 1 through 100, Inclusive,

Defendants.

Case No.:

CGC-24-612364

Complaint Filed:

[Unlimited Civil Jurisdiction - Demand exceeds \$25,000]

COMPLAINT FOR:

1. DECLARATORY RELIEF – RESCISSION;
2. DECLARATORY RELIEF – NO DUTY TO INDEMNIFY AND DEFEND;
3. DECLARATORY RELIEF – BREACH OF CONTRACT;
4. DECLARATORY RELIEF - BREACH OF CONTRACT;
5. DECLARATORY RELIEF – BREACH OF CONTRACT;
6. DECLARATORY RELIEF – BREACH OF CONTRACT;
7. UNCLEAN HANDS;
8. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING,
- AND
9. FRAUD

This is an action seeking declaratory relief on behalf of U-Haul Co. of California (“UHCA”), U-Haul Co. of Arizona (“UHAZ”), and ARCOA Risk Retention Group, Inc. (“ARCOA”) (herein after may be collectively referred to as “Plaintiffs”) arising from violations by the named Defendants below, who knowingly, willfully, and intentionally conspired and agreed to a course of action to





1 defraud Plaintiffs through an illegal scheme in which they leased a rental truck and intentionally
2 crashed it into a target vehicle in order to make an unlawful and fraudulent insurance claim.

3 **PARTIES**

4 **A. Plaintiffs**

5 1. UHCA is a corporation organized and existing under the laws of the State of
6 California with its principal place of business in the State of California. UHCA is engaged in the
7 business of leasing rental trucks (“Moving Equipment”) to consumers in the State of California.
8 UHCA leases Moving Equipment at affordable rates to do-it-yourself movers in California.

9 2. UHCA coordinates the rental of Moving Equipment with an independent rental
10 center known as U-Haul Moving & Storage at Candlestick located at 1575 Bay Shore Boulevard,
11 San Francisco, California 94124 (the “Rental Center”).

12 3. UHAZ is a corporation organized and existing under the law of the State of Arizona,
13 with its principal place of business in the State of Arizona. UHAZ is a qualified self-insured and
14 provides the Minimum Financial Responsibility (“MFR”) to lessees of vehicles. UHAZ is the
15 ultimate owner of the following vehicle: the Ford 2012 15’ truck, bearing Arizona license plate
16 AL58853 (the “Rental Truck”) leased by Defendant Angela Mitchel from the Rental Center.

17 4. ARCOA is a corporation organized and existing under the laws of the state of Nevada
18 with its principal place of business in the State of Nevada, and at all times relevant hereto, is
19 qualified and authorized to do business in the State of California. ARCOA is primarily engaged in
20 the business of offering optional Supplemental Liability Insurance (“SLI”) coverage on eligible
21 rental vehicles.

22 **B. Named Defendants**

23 5. ANGELA MITCHEL (“Mitchel”) is an adult and is believed to be a resident at 3520
24 23rd Street, Apartment #1, San Francisco, California 94110.

25 6. MARIO INAUDI (“Inaudi”) is an adult and is believed to be a resident at 751
26 Edinburgh Street, San Francisco, California 94112.

27 7. CHRISTIAN LOZADA (“Lozada”) is an adult and is believed to be a resident at
28 6568 Mission Street, Apartment #2, Daly City, California 94014.



1 8. LISA MEYER (“Meyer”) is an adult and is believed to be a resident at 2743 Mohawk
2 Street, Santa Rosa, California 95403.

3 9. JAMIE WRIGHT (“Wright”) is an adult and is believed to be a resident at 500
4 Leavenworth Street, Apartment #206, San Francisco, California 94109.

5 10. JEFFREY RUSSELL (“Russell”) is an adult and is believed to be a resident at 1101
6 El Camino Real, South San Francisco, California 94080.

7 11. The true names and capacities of Defendants Does 1 through 100 are unknown to
8 Plaintiffs who therefore sue said Defendants by such fictitious names. Plaintiffs will amend this
9 Complaint to state the true names and capacities of said fictitious Defendants when they have been
10 ascertained.

11 **JURISDICTION & VENUE**

12 12. The court has jurisdiction under the California Code of Civil Procedure Chapter 8
13 Section 1060.

14 13. This Court has jurisdiction as this is an action for Declaratory Judgment as to rights,
15 duties, and obligations, pertaining to claims for amounts in excess of \$30,000.00.

16 14. The amount in controversy exceeds \$30,000.00, exclusive of costs, interest, and
17 attorneys’ fees, therefore, this Court has subject matter jurisdiction over this matter.

18 15. Venue is appropriate in this Court in that the Defendants are subject to personal
19 jurisdiction within this District and a substantial part of the events or omissions giving rise to this
20 action occurred within this District.

21 **GENERAL ALLEGATIONS**

22 16. UHCA leases Moving Equipment at affordable rates to do-it-yourself movers in
23 California.

24 17. UHAZ is and was a qualified self-insured and maintains and maintained certificates
25 of self-insurance that satisfy and satisfied all state requirements.

26 18. UHAZ provides and provided the coverage of MFR limits through rental contracts
27 entered into by UHCA with its lessees.

28 ///



1 19. ARCOA is primarily engaged in the business of offering optional SLI coverage to
2 consumers when they lease eligible equipment.

3 20. The Rental Truck carried limited liability coverage in accordance with the state's
4 MFR, which is in excess to any automobile insurance maintained by the Lessee or driver. In the
5 State of California, the property damage limits are \$5,000.00, and bodily injury limits are
6 \$15,000.00 per person, \$30,000.00 maximum.

7 21. UHCA lessees can purchase optional SLI coverage which provides liability coverage
8 up to \$1,000,000.00.

9 22. UHCA's lessee, Mitchel, executed rental contract #23122437 (the "Rental
10 Contract") outlining these liability protections, and the parties' obligations in the event of a loss.
11 See *Exhibit 1* and *Exhibit 2* attached hereto.

12 23. These relevant sections provide:

13 Customer represents and warrants that the rental of this EQUIPMENT
14 is for the sole purpose of Do-It-Yourself moving. Customer agrees
15 that rental of the EQUIPMENT with the intent to use the
16 EQUIPMENT for a purpose other than do-it-yourself moving (or in a
17 manner prohibited by the Rental Contract) may be construed as
18 fraudulent.

19 Customer shall indemnify, defend and hold harmless the Company,
20 its parents, affiliates, and employees, and each of them, against any
21 and all claims, lawsuits and damages (including reasonable attorney
22 fees) resulting from Customer's intentional or criminal acts or from
23 any Violation.

24 **"3. LIABILITY PROTECTION**

25 An automobile liability insurance policy or a qualified self-insurance
26 arrangement provides the Authorized Driver with the minimum limits
27 required by the automobile financial responsibility or compulsory
28 insurance law of the jurisdiction in which the accident occurs. The
protection provided by the Company is excess or secondary to any
insurance coverage of the Customer or an Authorized Driver. If the
liability protection provided under this Agreement and other insurance
available to the Authorized Driver apply to a loss on the same basis,
the Company will pay only the Company's share. The Company's
share is the proportion that the limit of protection provided under this
Agreement bears to the total limit of all insurance applicable to such
loss. To the extent permitted by applicable law, the Company's
protection does not apply to bodily injury (including death) or property
damage to any Authorized Driver or the Authorized Driver's family
members related by blood, marriage or adoption who reside with the
Authorized Driver, or to any other person who resides with the
Authorized Driver.



1 **I understand that this protection does not apply to: any intentional**
2 **torts or criminal acts; any false or fraudulent claims; any**
3 **obligation assumed by an Authorized Driver under any contract;**
4 **any fines, penalties, punitive damages or exemplary damages**
5 **which an Authorized Driver may become legally obligated to pay;**
6 **injury to or destruction of personal property owned by or in the**
7 **possession, custody or control of an Authorized Driver or**
8 **passengers; any liability of a driver who is not an Authorized**
9 **Driver and any liability for an accident which occurs while the**
10 **EQUIPMENT is obtained or used in violation of this Agreement.**

11 In the event that the liability protection is extended by operation of law
12 to anyone who is not an Authorized Driver, the limits of protection
13 shall be those minimum limits required by the automobile financial
14 responsibility or compulsory insurance laws of the jurisdiction in
15 which the accident occurs. This liability protection will apply on the
16 same basis as described previously in this paragraph. I understand this
17 protection does not apply to any act or omission in Mexico. (Emphasis
18 Added)

19 Any protection provided in this section is limited to the duration of the
20 Rental Contract as set forth in the individual rental contract signed by
21 the Customer. I and all Authorized Drivers will indemnify and hold
22 the Company, its agents, employees, parent and affiliates harmless
23 from and against any and all loss, liability, claim, demand, cause of
24 action, attorney's fees and expense of any kind (a "loss") in excess of
25 the limits stated herein or beyond the scope of the protection provided
26 for herein, if any, arising from the use or possession of the
27 EQUIPMENT by Me or any Authorized Drivers, including but not
28 limited to attorney's fees incurred by the Company to enforce any of
its rights hereunder."

29 **"MY DUTY TO COOPERATE**

30 In the event of an accident the Customer and/or any Authorized Driver
31 is required to provide notice of the accident as soon as possible. Notice
32 shall be provided to Repwest Insurance Co. at uhaulclaims.com or 1-
33 800-528-7134.

34 I also agree to fully cooperate with the Company in investigating
35 and/or defending any claim or lawsuit. The failure to cooperate will
36 void any protection provided herein, subject to applicable law. In the
37 event of an accident the Customer and/or all Authorized Drivers agree
38 to provide the Company with the name of their insurance company and
39 also agree to fully cooperate with the Company in the presentation of
40 claims, in any other aspect of the claims process and report the accident
41 to the Customer and/or Authorized Driver's insurance company. **The**
42 **Customer and/or Authorized driver shall, as often as may**
43 **reasonably be required, present to any person designated by the**
44 **Company for an examination under oath to assist in the**
45 **investigation and timely disposition of Your claim or claim(s) or**
46 **the potential claim(s) of any third-party. The presentation of the**
47 **requested examination under oath is material to the decision to**
48 **enter into this contract and the failure to comply with this**
49 **provision may void any coverage hereunder.** This section applies to
50 any protection provided or purchased under this Agreement.
(Emphasis Added).



1 24. Mitchel obtained and/or purchased SLI coverage of \$1,000,000.00 per accident and
2 \$1,000,000.00 in the aggregate.

3 25. The excess liability coverage found within the SLI policy is subject to exclusions and
4 other conditions, including but not limited to the following:

5 **CONCEALMENT, MISREPRESENTATION OR FRAUD:** This Policy shall be void
6 with respect to any claim where an Insured commits fraud, or intentionally conceals or
7 misrepresents any material fact.

8 26. The SLI policy also includes a duty to cooperate as a condition precedent to coverage
9 under the policy:

10 **ASSISTANCE AND COOPERATION OF THE INSURED:** The Insured shall cooperate
11 with the Company in the investigation, settlement or defense of any claim or suit.

12 **I. The Plan**

13 27. UHCA and its affiliates' nationwide presence, affordable rental rates, and affordable
14 insurance options have made it a target for accident staging and insurance fraud. For a relatively
15 low rental price, the criminal participants gain access to a vehicle that has no ownership or accident
16 history tied to it. In the criminal enterprise, the lessee is a co-conspirator who often elects to take
17 out the \$1,000,000 SLI policy, targets a vehicle it knows carries high UM/UIM coverage, or
18 both. The lessee drives the rental truck to a predestined location where the other co-conspirators
19 are waiting. The rental truck is then intentionally driven into the target vehicle. The lessee reports
20 the collision to UHCA's third-party claims handler, Repwest Insurance Company,
21 ("Repwest"). The target vehicle owner asserts a property damage claim, and the target vehicle
22 occupants assert bodily injury claims. Frequently, the lessee fails to report the collision, does not
23 respond to Plaintiffs' communication attempts, and does not cooperate with the investigation.

24 **II. The Rental**

25 **Factual Allegations Involving Mitchel and Co-Conspirators Inaudi, Lozada, Meyer, Wright,**
26 **and Russell**

27 28. On or about October 8, 2022, at approximately 6:48 P.M., Mitchel leased the Rental
28 Truck from the Rental Center (with Inaudi listed as an Authorized Driver on the Rental Contract)



1 and for the purpose of staging a collision with Inaudi, Lozada, Meyer, Wright, and Russell and for
2 the purpose of presenting fraudulent claims.

3 29. Mitchel purchased the optional SLI coverage.

4 30. On or about October 12, 2022, at approximately 2:06 a.m. Mitchel claims that the
5 Rental Truck was stolen from outside of her house.

6 31. On or about October 12, 2022, at approximately 3:07 A.M., the Rental Truck was
7 allegedly involved in a hit and run collision near the intersection of Pennsylvania Avenue and Cesar
8 Chavez Street in San Francisco, California with the 2003 GMC Yukon (the “GMC”), owned and
9 operated by Lozada, and with Meyer, Wright, and Russell occupying the GMC as passengers. The
10 Rental Truck was abandoned at the scene.

11 **III. The Police Report**

12 32. The San Francisco Police Department (“SFPD”) was called to the scene of the loss
13 and police report #220700826 (the “Report”) was filed by Officer Costa, badge #2188. The Report
14 noted the date and time of the collision as October 12, 2022, at 3:07 A.M.

15 33. According to the Report, the driver of the Rental Truck was listed as “Unknown”.

16 34. As per Officer Costa’s narrative, “On 10/12/2022 at approximately [3:24 A.M.]
17 Officer Yu [badge] #2467 and I responded to the Pennsylvania Avenue and Cesar Chavez Street for
18 a report of a vehicle collision. We activated our (BWC1) Body Worn Cameras as we responded.
19 SCENE: Pennsylvania Street is a street that contains two lanes that are separated by a center divider
20 with one lane going northbound and one lane going southbound. PARTIES: [The Rental Truck
21 driver] was no longer on scene upon PD arrival. [Lozada] was located on the scene and...had a
22 complaint of pain to his body. INJURED1: [Meyer] was located on scene and had a complaint of
23 pain to her body. INJURED2: [Wright] was located on scene and...had a complaint of pain to his
24 tailbone and right ankle. VEHICLES: [The Rental Truck] was located on scene north of the
25 intersection of Pennsylvania Avenue and Cesar Chavez Street with moderate damage to its front
26 end. [The GMC] was located on scene north of the intersection of Pennsylvania Avenue and Cesar
27 Chavez Street with moderate damage to its rear end. STATEMENTS: [Lozada] stated he was
28 waiting for the traffic light to turn green and make a left turn onto Cesar Chavez [Street] from



1 Pennsylvania Avenue when [the Rental Truck] collided with the rear of [the GMC]. [Lozada] stated
2 he did see [the driver of the Rental Truck] leave the scene.”

3 35. The narrative of the Report continued with a summary of the events, stating,
4 “SUMMARY: [The GMC] was at a complete stop at a red light while facing southbound on
5 Pennsylvania Avenue and Cesar Chavez Street. [The Rental Truck] was traveling southbound on
6 Pennsylvania Avenue and collided with the rear of [the GMC]. [The driver of the Rental Truck]
7 fled the scene on foot and failed to exchange information with [Lozada, Meyer, Wright, and
8 Russell].”

9 36. Officer Therese A. Tacchini of the SFPD, badge #2002, was contacted via telephone
10 by Mitchel on October 13, 2022, at approximately 1:50 P.M. and filed incident report #220704470
11 (the “subsequent Report”).

12 37. As per Officer Tacchini’s narrative, “On 10/13/2022 at approximately [1:50 P.M.], I
13 answered the Traffic Collision Investigations Unit (TCIU) main line and spoke with [Mitchel], who
14 stated [the Rental Truck] was towed and had a SFPD hold on the vehicle for TCIU. A computer
15 query revealed that on 10/12/2022 at approximately [3:07 A.M.], [the Rental Truck] was involved
16 in a hit and run collision at Pennsylvania Avenue and Cesar Chavez. [The Rental Truck] was
17 abandoned at the scene and towed to Auto Return at 2650 Bayshore Blvd with a hold for TCIU. At
18 1420 hours, Mitchel responded to SFPD Traffic Company (1995 Evans Ave) to provide a statement.
19 I interviewed Mitchel, who stated the following in summary: On 10/12/22 at approximately [1:00
20 A.M.], Mitchel parked [the Rental Truck] across the street from her residence near 1600 Jerrold
21 Ave. On 10/12/22 at approximately [1:00 P.M.], Mitchel went to return [the Rental Truck], and it
22 was missing. Mitchel did not know what happened to the vehicle and called 9-1-1. Officers
23 responded to the call for service and instructed Mitchel to call SFPD TCIU mainline. I informed
24 Mitchel that [the Rental Truck] was involved in a hit and run collision and was abandon (sic) at the
25 scene. Mitchel stated that she was not involved in a hit and run collision. Mitchel completed a
26 (EVD2) written statement. I responded to Auto Return to inspect the vehicle and found no obvious
27 signs of [the Rental Truck] being tampered with. Mitchel emailed me video surveillance footage
28 from her (1675 Jerrold Ave) residence. On 10/12/22 at approximately [2:05 A.M.], an unknown



1 suspect walking eastbound on Jerrold Ave towards [the Rental Truck] that was parked near 1690
2 Jerrold Ave. The unknown suspect approached [the Rental Truck] and walked up to the [Rental
3 Truck] out of camera view. Shortly thereafter, [the Rental Truck] rear lights turn on and...began to
4 reverse. [The Rental Truck] was last seen traveling westbound on Jerrold Ave toward Phelps...I
5 contacted [Plaintiffs] and notified...regarding the stolen/recovered [Rental Truck]”.

6 **IV. The Investigation**

7 38. On or about November 11, 2022, at approximately 9:21 A.M., Mitchel submitted a
8 claim via Repwest.com, reporting the Rental Truck as stolen.

9 39. Per the online claims submission, the date and time of the theft was October 10, 2022,
10 at 12:00 A.M. Mitchel reported the “Loss Description” as “Was stolen in the middle of the night”
11 from “San Francisco, CA”. Mitchel reported the Police Reports information as “San Francisco
12 police stolen and recovered” and provided the subsequent Report number.

13 40. On or about November 22, 2022, Plaintiffs called Mitchel and requested a return call,
14 via voicemail, to obtain additional details of the loss.

15 41. On or about November 28, 2022, Plaintiffs made an additional phone call to Mitchel,
16 leaving an additional voicemail for a return call.

17 42. On or about December 2, 2022 at approximately 11:30 A.M., Mitchel called
18 Plaintiffs’ claims adjuster for the first time to give her statement on the alleged “loss.”

19 43. Mitchel advised that she had the Rental Truck for three (3) days and then it was
20 stolen. Mitchel also stated that the Rental Truck was stolen from her house and that it was parked
21 on the street across from her house.

22 44. Mitchel claimed that she had no idea when the Rental Truck was stolen but called
23 the police to report it stolen.

24 45. Mitchel told Plaintiffs she had no idea the Rental Truck had been involved in an
25 incident until the police told her. She advised that there was video of the Rental Truck being stolen.

26 46. Mitchel told Plaintiffs that the purpose of her rental was to move items from storage
27 at 3912 Harrison Street in Oakland, California to her house at 1675 Jerrold Avenue in San Francisco,
28 California.



1 47. Mitchel claimed there was cargo in the Rental Truck at the time of the theft but was
2 not making a claim for the cargo.

3 48. She claimed that she purchased the SLI on the Rental Truck because the friend she
4 was with told her to purchase it.

5 49. Mitchel denied having any issues with the Rental Truck and advised she was not
6 injured.

7 50. On December 9, 2022, Plaintiffs' claims adjuster called SFPD and spoke with
8 dispatch, who advised the Rental Truck had been impounded and was located at Auto Return after
9 being involved in a hit and run collision and possibly another incident.

10 51. On December 15, 2022, Plaintiffs' claims adjuster called SFPD to see if any other
11 incident involving the Rental Truck could be located. SFPD confirmed that no other incidents
12 involving the Rental Truck had been reported.

13 52. On August 3, 2023, nearly ten (10) months after the alleged "loss", Plaintiffs were
14 contacted by Scarlett Law Group, counsel for Lozada, advising that they understood that Lozada
15 was sitting at a red light waiting to make a left turn when his vehicle was rear-ended by the driver
16 of the Rental Truck. Counsel demanded the identity of the driver of the Rental Truck and advised
17 Plaintiffs' claims adjuster the driver and three (3) passengers inside her client's vehicle were injured;
18 however, counsel was unable to list where any of the passengers were seated. She claimed that they
19 were all injured.

20 53. On or about August 7, 2023, Plaintiffs received the surveillance footage from
21 Mitchel's residence showing the alleged theft of the Rental Truck.

22 54. The timestamp at the beginning of the footage showed a date of October 12, 2022, at
23 2:05 A.M. and is approximately forty (40) seconds long.

24 55. Within approximately (10) seconds of the beginning of the footage, an unidentified
25 individual can be seen wearing what appears to be grey or dark colored pants and a black or dark
26 colored hooded jacket or sweatshirt, walking toward and then entering the Rental Truck. Moments
27 later the brake lights and headlights turn on. At the eighteen (18) second mark of the footage, the
28 brake lights and headlights turn off. At the nineteen (19) second mark, the brake lights turn on

1 again; at the twenty-one (21) second mark, the brake lights and headlights turn on again, and
2 subsequently, the Rental Truck moves forward slightly. At the twenty-five (25) second mark, the
3 Rental Truck’s front tires appear to stop against the curb where it is parked, and at the twenty-six
4 (26) second mark, the Rental Truck reverses out of its parked position, and heads left toward the
5 intersection. The video stops at 2:06 A.M.

6 56. On or about August 15, 2023, Plaintiffs called and spoke with Mitchel. When asked
7 if she had the keys to the Rental Truck when it was stolen, Mitchel stated that she must have dropped
8 them somewhere as she was exhausted from a long day and had a bunch of stuff in her hands were
9 when exited the Rental Truck.

10 57. Subsequently, Plaintiffs’ claims adjuster spoke with counsel from Scarlett Law
11 Group who advised they were representing Lozada, Meyer, Wright, and Russell.

12 58. The Rental Truck had only been driven for ten miles when the alleged “loss” took
13 place.

14 59. Upon information and belief, Lozada is making a bodily injury claim.

15 60. Upon information and belief, Meyer is making a bodily injury claim.

16 61. Upon information and belief, Wright is making a bodily injury claim.

17 62. Upon information and belief, Russell is making a bodily injury claim.

18 63. This claim links to an insurer staged loss fraud ring investigation in and around San
19 Francisco, California.

20 **V. The Airbag Control Module**

21 64. The Airbag Control Module (“ACM”) is a device that monitors sensors throughout
22 the Rental Truck to determine whether or not to deploy the airbags in the event of a collision. The
23 minimum requirement to engage the ACM is a change in velocity of five (5) miles per hour
24 (“MPH”). If there is a collision that “wakes up” the module, it will save the five (5) seconds of data
25 prior to the impact.

26 65. The data showed the Rental Truck slowing down thirty-four (34) MPH to
27 approximately twenty-nine (29) MPH over two (2) seconds before the crash and the airbags had
28



1 been deployed. The data also showed the Rental Truck was on for 21.83 minutes when the loss
2 occurred.

3 66. The Rental Truck’s driver’s and passenger’s airbags both deployed, yet Lozada
4 indicated he only saw a driver flee on foot.

5 **VI. Examination Under Oath**

6 67. Mitchel failed to cooperate and did not appear for two (2) Examinations Under Oath
7 (“EUO”s) as required by contract, scheduled for September 14, 2023, and November 14, 2023.
8 Mitchel also failed to produce any documents pursuant to Plaintiffs’ request.

9 68. Plaintiffs contend that Mitchel breached her rental agreement based on her failure to
10 cooperate in the Plaintiffs’ investigation, including the failure to submit to an EUO and provide
11 requested documents. As a result of her noncooperation, Plaintiffs seek a judicial declaration that
12 the insurance coverage purchased by Mitchel, and or provided to Mitchel and Inaudi, at the time of
13 the rental is void and the Plaintiffs owe no duty to defend Mitchel and Inaudi in any lawsuits that
14 may arise out of the incident and the Plaintiffs owe no duty to indemnify Mitchel and Inaudi for this
15 incident.

16 **VII. Claims History**

17 69. Upon information and belief, Mitchel has been involved in seven (7) automobile
18 losses between 1997 and 2023, and one (1) homeowners/property loss in 1995, and negative
19 financials including two (2) judgments totaling approximately \$6,209.00.

20 70. Upon information and belief, Inaudi has been involved in two (2) automobile losses
21 between 2013 and 2022, and negative financials including six (6) liens totaling approximately
22 \$20,582.00.

23 71. Upon information and belief, Lozada has been involved in six (6) automobile losses
24 between 2021 and 2022, and one (1) workers’ compensation loss in 1995. He also has two prior
25 contracts with promissory notes of \$448.74 and \$43.40. He also has a lengthy claims history with
26 two subsequent losses after this alleged “loss”.

27 ///

28 ///



1 material misrepresentations, concealment, and or material breach of the governing policy by the
2 Defendants concerning the purpose and use of the Rental Truck and fraud on the part of Defendants.

3 79. Pursuant to the misrepresentations, concealment, and or material breach of the
4 governing policy and Rental Contract, the Rental Contract and insurance policy are *void ab initio*.

5 80. By reason of the foregoing, there exists an actual, justiciable controversy between
6 the Parties with respect to their rights and obligations under the contract. This Court is vested with
7 the power to declare and adjudicate the rights and legal obligations of the Parties to this Action with
8 reference to the issues raised by this Complaint. A judicial determination is necessary and
9 appropriate at this time in order that each of the Parties may ascertain their respective rights and
10 duties to each other and may conduct themselves accordingly now and in the future.

11 **SECOND CAUSE OF ACTION**

12 **(Declaratory Relief – No Duty to Indemnify or Defend)**

13 **(As to Mitchel and Inaudi)**

14 81. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 80 of this
15 complaint as if set forth fully herein.

16 82. Pursuant to the Rental Contract, and under the facts and circumstances of the alleged
17 collision, the acts committed by Defendants constitute intentional torts and/or criminal acts, which
18 such acts are specifically excluded from liability coverage for injuries or damages to third parties.

19 83. Upon information and belief, Mitchel and Inaudi may seek defense and
20 indemnification from the Plaintiffs against alleged claims for damages from Lozada, Meyer, Wright
21 and Russell due to the alleged “loss” on October 12, 2022.

22 84. Upon information and belief as of the drafting of this complaint no such claim has
23 been filed due to the alleged “loss.” The Plaintiffs, however, seek a Declaratory Judgment finding
24 that they will have no defense or indemnification obligations owed to Mitchel and Inaudi due to the
25 alleged “loss” on October 12, 2022.

26 85. By reason of the foregoing, there exists an actual, justiciable controversy between
27 the Parties with respect to their rights and obligations under the contract. This Court is vested with
28 the power to declare and adjudicate the rights and legal obligations of the Parties to this Action with



1 reference to the issues raised by this Complaint. A judicial determination is necessary and
2 appropriate at this time in order that each of the Parties may ascertain their respective rights and
3 duties to each other and may conduct themselves accordingly now and in the future.

4 **THIRD CAUSE OF ACTION**

5 **(Declaratory Relief – Breach of Contract)**

6 **(As to Mitchel and Inaudi)**

7 86. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 85 of this
8 complaint as if set forth fully herein.

9 87. Plaintiffs and Mitchel and Inaudi entered into a contract which required covenants
10 concerning representation and duties of the respective sides.

11 88. The conduct of Mitchel and Inaudi materially breached the obligations through
12 misrepresentations and actions voiding the contractual obligations of the Plaintiffs.

13 89. Upon information and belief, Mitchel and Inaudi will contest that their
14 misrepresentations and actions void the contractual obligations of the Plaintiffs.

15 90. By reason of the foregoing, there exists an actual, justiciable controversy between
16 the Parties with respect to their rights and obligations under the contract. This Court is vested with
17 the power to declare and adjudicate the rights and legal obligations of the Parties to this Action with
18 reference to the issues raised by this Complaint. A judicial determination is necessary and
19 appropriate at this time in order that each of the Parties may ascertain their respective rights and
20 duties to each other and may conduct themselves accordingly now and in the future.

21 **FOURTH CAUSE OF ACTION**

22 **(Declaratory Relief – Breach of Contract)**

23 **(As to Mitchel and Inaudi)**

24 91. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 90 of this
25 complaint as if set forth fully herein.

26 92. Plaintiffs seek a judicial declaration that any liability protection that would be
27 afforded to Mitchel and Inaudi for their rental is void and Plaintiffs owe no duty to defend Mitchel
28



1 and Inaudi in any lawsuits that may arise out of the alleged “loss” of October 12, 2022, and Plaintiffs
2 owe no duty to indemnify Mitchel and Inaudi for the alleged “loss” of October 12, 2022.

3 93. That Mitchel and Inaudi has breached the contract entered into with the Plaintiffs by
4 engaging in a staged motor vehicle loss and thereby has voided all of their rights to liability coverage
5 and policy benefits.

6 94. That Plaintiffs pray for a judgment against Mitchel and Inaudi finding that the
7 contract is void due to their actions. The Plaintiffs also pray for reimbursement of all attorneys’
8 fees, courts costs and expenses incurred in this action as a result of the Defendants’ fraud.

9 **FIFTH CAUSE OF ACTION**

10 **(Declaratory Relief – Breach of Contract)**

11 **(As to Mitchel)**

12 95. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 94 of this
13 complaint as if set forth fully herein.

14 96. Plaintiffs seek a judicial declaration that any liability protection that would be
15 afforded to Mitchel and Inaudi is void and Plaintiffs owe no duty to defend Mitchel and Inaudi in
16 any lawsuits that may arise out of the “loss” of October 12, 2022, and Plaintiffs owe no duty to
17 indemnify Mitchel and Inaudi for the alleged “loss” of October 12, 2022.

18 97. That Mitchel has conspired to and breached the Rental Contract entered into with the
19 Plaintiffs by breaching her duty to cooperate required by the contract by failing to appear and testify
20 at her EUO and produce the requested documents.

21 98. The Plaintiffs pray for a judgment against Mitchel and Inaudi finding that the contract
22 is void due to their actions. The Plaintiffs also pray for reimbursement of all expenses including
23 attorneys’ fees and court costs incurred in this action as a result of the Defendants’ fraud.

24 **SIXTH CAUSE OF ACTION**

25 **(Declaratory Relief – Breach of Contract)**

26 **(As to Mitchel)**

27 99. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 98 of this
28 complaint as if set forth fully herein.



1 100. Mitchel materially breached the Rental Agreement. Specifically, Mitchel, through
2 the Addendum, agreed that the "Customer is solely responsible for the return of Equipment at the
3 time, to the place, in the condition agreed to, within the allowed mileage stated, and with the same
4 amount of fuel as shown and agreed to on the U-Haul Equipment Contract."

5 101. Mitchel further agreed that "The failure to return Equipment as stated above, and
6 requiring Company or its agent to recover Equipment, shall be a MATERIAL BREACH of this
7 Agreement."

8 102. The Rental Truck was due to be returned on October 11, 2022. It was never returned.
9 It was recovered. The SFPD had it towed to Auto Return and Plaintiffs subsequently had it towed
10 to their repair shop. The Rental Truck was recovered with major front-end damage and was not
11 back in UHCA's custody until November 2, 2022.

12 103. Plaintiffs pray for a judgment against Mitchel and finding that the contract is void
13 due to her material breach of contract. Plaintiffs also pray for reimbursement of all expenses
14 including attorneys' fees and court costs incurred in this action as a result of the Defendants' fraud.

15 **SEVENTH CAUSE OF ACTION**

16 **(Unclean Hands)**

17 **(As to Mitchel and Inaudi)**

18 104. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 103 of this
19 complaint as if set forth fully herein.

20 105. That Mitchel and Inaudi entered into a contract with Plaintiffs with a premeditated
21 intent to cause an automobile collision with Lozada, Meyer, Wright, and Russell and the GMC at a
22 premeditated location, date, and time, and for Lozada, Meyer, Wright, and Russell to subsequently
23 file fraudulent insurance claims with Plaintiffs.

24 106. That Mitchel and Inaudi participated and engaged in a fraudulent act and
25 intentionally committed a tort against Lozada, Meyer, Wright, and Russell.

26 107. That Mitchel and Inaudi's misconduct is egregious and had Plaintiffs known of
27 Mitchel and Inaudi's intentions Plaintiffs would not have entered into the agreement with Mitchel
28 and Inaudi.



1 108. Mitchel and Inaudi have unclean hands in relation to the matters alleged herein and,
2 by virtue of their acts, conduct, representations, and omissions.

3 109. As a direct and proximate result of Mitchel and Inaudi's unclean hands, Plaintiffs are
4 entitled to rescission of the contract.

5 **EIGHTH CAUSE OF ACTION**

6 **(Breach of Covenant of Good Faith and Fair Dealing)**

7 **(As to Mitchel and Inaudi)**

8 110. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 109 of this
9 complaint as if set forth fully herein.

10 111. In every contract performed in the State of California, there exists an implied
11 covenant of good faith and fair dealing between all parties to the contract.

12 112. That Mitchel and Inaudi premeditated a collision with Lozada, Meyer, Wright, and
13 Russell and intentionally caused a collision between the Rental Truck driven by Mitchel and/or
14 Inaudi, and the GMC, occupied by Lozada, Meyer, Wright and Russell, for the purpose of
15 defrauding the Plaintiffs.

16 113. That entering into the contract with Plaintiffs with the intent to intentionally cause a
17 tort and subsequently demand defense and indemnification from Plaintiffs is a material breach of
18 the implied covenant of good faith and fair dealing.

19 114. That as a proximate result of said material breach of the covenant of good faith and
20 fair dealing, Plaintiffs are entitled to rescission of the contract and any and all damages as a result
21 thereof.

22 115. That an injustice can only be avoided by rescinding the contract.

23 116. Given that the implied covenant of good faith and fair dealing arises naturally from
24 contract, Defendants' acts and/or omissions have made it necessary for Plaintiffs to retain an
25 attorney to pursue this action. As such, in addition to a damage award, Plaintiffs are entitled to
26 recovery of an award of reasonable attorneys' fees and costs incurred herein for being forced to
27 pursue this action.

28 ///

1 **NINTH CAUSE OF ACTION**

2 **(Fraud)**

3 **(As to All Defendants)**

4 117. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 116 of this
5 complaint as if set forth fully herein.

6 118. That Defendants induced Plaintiffs to contract for the purposes of insurance fraud.

7 119. That Defendants, and each of them, intentionally caused an automobile collision on
8 or about October 12, 2022, at the intersection of Pennsylvania Avenue and Cesar Chavez Street in
9 San Francisco, California, with the Rental Truck and the GMC, owned and operated by Lozada, and
10 with Meyer, Wright, and Russell occupying the GMC as passengers.

11 120. That the actions, conduct, and omissions of the Defendants were intentional, were
12 designed to deceive, were performed by an evil hand guided by an evil mind and were intended in
13 all respects to submit fraudulent insurance claims to the Plaintiffs.

14 121. That as a direct and proximate result of said conduct, Plaintiffs have sustained and
15 continue to sustain monetary damages, in an amount to be proved at trial.

16 122. That Defendants, and each of them, intentionally caused an automobile collision, in
17 the pursuit of profit evidence an evil hand guided by an evil mind and/or conduct taken with a
18 reckless disregard of the substantial certainty of causing damages to Plaintiffs when the Defendants
19 knew or should have known that their conduct posed such a risk.

20 123. That as a result of said conduct, Plaintiffs are entitled to an award of compensatory
21 and punitive damages against the Defendants in an amount sufficient to deter said Defendants and
22 others similarly situated from engaging in the same or similar conduct in the future; that the
23 Defendants knew or should have known that their conduct, intentionally fraudulent in nature, posed
24 a risk of causing harm to Plaintiffs.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs pray for judgment as follows:

27 ///

28 ///





1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIRST CAUSE OF ACTION

- (1) For an Order declaring and adjudging that the Rental Contract between Plaintiffs and Mitchel and Inaudi, and any coverage provided or purchased, are cancelled, null, and void *ab initio* and rescinded;
- (2) For an Order declaring and adjudging that Mitchel, Inaudi, or any Unauthorized Driver are not entitled to any benefits or coverage affording liability arising or relating to the collision which is the subject of this action;
- (3) For an Order entering Judgment in favor of the Plaintiffs and against Mitchel and Inaudi herein;
- (4) For an Order awarding the Plaintiffs their taxable costs and attorneys' fees by contract or pursuant to statute;
- (5) For such other and further relief as the Court may deem just and proper.

SECOND CAUSE OF ACTION

- (1) For an Order declaring and adjudging that the Plaintiffs have no duty to indemnify or defend Mitchel, Inaudi, or any Unauthorized Driver against any claims for injuries or damages related to the alleged "loss" on October 12, 2022;
- (2) For an Order entering Judgment in favor of the Plaintiffs and against Mitchel and Inaudi;
- (3) For an Order awarding the Plaintiffs their taxable costs and attorneys' fees by contract or pursuant to statute in this action;
- (4) For such other and further relief as the Court may deem just and proper.

THIRD CAUSE OF ACTION

- (1) For an Order declaring and adjudging that Mitchel and Inaudi materially breached the contract with the Plaintiffs.
- (2) For an Order declaring that due to the material breach by Mitchel and Inaudi, the Plaintiffs' contractual obligations are void.
- (3) For an Order entering Judgment in favor of the Plaintiffs and against Mitchel and Inaudi herein.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(4) For an Order awarding the Plaintiffs their taxable costs and attorneys' fees by contract or pursuant to statute.

(5) For such other and further relief as the Court may deem just and proper.

FOURTH CAUSE OF ACTION

(1) For an Order declaring and adjudging that the Rental Contract between Plaintiffs and Mitchel and Inaudi, and any coverage provided or purchased, are cancelled, null, and void ab initio and rescinded.

(2) For an Order declaring and adjudging that Mitchel, Inaudi, or any Unauthorized Driver are not entitled to any benefits or coverage affording liability arising or relating to the collision which is the subject of this action.

(3) For an Order entering Judgment in favor of the Plaintiffs and against Mitchel and Inaudi herein.

(4) For an Order awarding the Plaintiffs their taxable costs and attorneys' fees by contract or pursuant to statute.

(5) For such other and further relief as the Court may deem just and proper.

FIFTH CAUSE OF ACTION

(1) For an Order declaring and adjudging that the Plaintiffs have no duty to indemnify or defend Mitchel, Inaudi, or any Unauthorized Driver against any claims for injuries or damages by Lozada, Meyer, Wright and Russell.

(2) For an Order entering Judgment in favor of the Plaintiffs and against Mitchel and Inaudi herein.

(3) For an Order awarding the Plaintiffs their taxable costs and attorneys' fees by contract or pursuant to statute.

(4) For such other and further relief as the Court may deem just and proper.

SIXTH CAUSE OF ACTION

(1) For an order declaring and adjudging that any policy of insurance entered between the Plaintiffs and Mitchel is cancelled, null, and void *ab initio* and is rescinded due to her actions;



- 1 (2) For an Order declaring and adjudging that Mitchel, Inaudi, or any Unauthorized
2 Driver are not entitled to any benefits or coverage affording liability arising or
3 relating to the collision which is the subject of this action;
4 (3) For an Order entering Judgement in favor of the Plaintiffs and against Mitchel herein;
5 (4) For an Order awarding the Plaintiffs their taxable costs and attorneys' fees by
6 contract or pursuant to statute as a result of Mitchel's material breach of contract.
7 (5) For such other and further relief as the Court may deem just and proper.

8 **SEVENTH CAUSE OF ACTION**

- 9 (1) For an Order declaring and adjudging that Mitchel and Inaudi have unclean hands by
10 virtue of their acts, conduct, representations, and omissions.
11 (2) For an Order rescinding the contract between Plaintiffs and Mitchel and Inaudi.
12 (3) For an Order awarding the Plaintiffs their taxable costs and attorneys' fees by
13 contract or pursuant to statute.
14 (4) For such other and further relief as the Court may deem just and proper.

15 **EIGHTH CAUSE OF ACTION**

- 16 (1) For an Order declaring and adjudging that Mitchel and Inaudi breached the implied
17 covenant of good faith and fair dealing.
18 (2) For Judgment in favor of the Plaintiffs and against Mitchel and Inaudi, rescinding
19 the contract between Plaintiffs and Mitchel and Inaudi.
20 (3) For an Order awarding the Plaintiffs their taxable costs and attorneys' fees by
21 contract or pursuant to statute.
22 (4) For such other and further relief as the Court may deem just and proper.

23 **NINTH CAUSE OF ACTION**


- 24 (1) For an Order entering Judgment in favor of the Plaintiffs and against Defendants,
25 and each of them, in amount to be proved at trial.
26 (2) For an award of punitive damages against the Defendants, and each of them, in an
27 amount sufficient to deter said Defendants and others similarly situated from
28 engaging in the same or similar conduct in the future.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (3) For an Order awarding the Plaintiffs their taxable costs and attorneys' fees by contract or pursuant to statute.
- (4) For such other and further relief as the Court may deem just and proper.

Dated: February 13, 2024

COLMAN PERKINS LAW GROUP

BY: 

JONATHAN H. COLMAN
DAN A. EVERAKES
Attorneys for Plaintiffs
U-HAUL CO. OF CALIFORNIA,
U-HAUL CO. OF ARIZONA, and
ARCOA RISK RETENTION GROUP, INC.



EXHIBIT “1”

U-HAUL® Equipment Contract



In-Town Modified Rental

Contract No: 23122437
Thursday, October 13, 2022 7:55 AM

Equipment:
DC 2864G

Cust Ph - Email:
(415) 702-3944
angelamitchel0@gmail.com

Roadside Assistance:
Visit uhaul.com/help

Dispatched From: 708066
Safe-Protection: (YES)

Customer Name:
Angela Mitchel
1675 Jerrold Ave
San Francisco, CA 94124

Renting Location:
U-HAUL MOVING & STORAGE AT CANDLESTICK - (708066)
1575 BAY SHORE BL
SAN FRANCISCO, CA 94124
(415) 467-3830

Authorized Driver(s): Angela Mitchel, MARIO
INAUDI

Rental Out Date/Time: 10/8/2022 6:48 PM

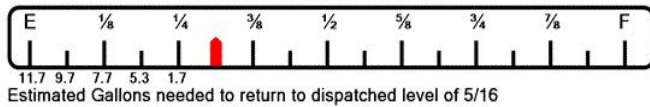
Rental Due Date/Time: 10/13/2022
6:30 PM

If you return after store hours please verify your equipment return on your mobile device by going to uhaul.com/share. Or you can choose to have a U-Haul Representative verify it for you the next business day. There is a \$20.00 convenience fee for this option.

- Failure to return the equipment by the Rental Due time may result in additional charges.

Equipment	MI Out	MI Rate	MI Charge	Coverage	Rental Rate	Rental Charge	Estimated Charges
DC2864G AL58853-AZ	130327.0	\$1.89 x 30.00	\$56.70	Safe Move Plus: \$150.00	\$29.95	\$149.75	\$356.45

REGULAR CHECK-IN - EMAIL ON FILE
Fuel Tank Capacity: 40 Gallons



Card Type: Account: Type: Ref No.: Approved:
US DEBIT XXXX-XXXX-XXXX-4251 PREAUTH 228514028725 018402

The bank has placed a HOLD for 127.56 on your account. This hold may appear on your statement. U-Haul will not charge/credit your card until you return the equipment and your rental charges are calculated. If the actual rental charges exceed the held amount, or if your rental is extended, U-Haul may charge the original amount and authorize a second amount for the estimated balance.

Entry Method: CHIP **Application Label:** US DEBIT
AID: A0000000980840 **TVR:** 8080048000 **TSI:** 6800 Verified By PIN

Estimated Environmental Fee: \$5.00
Healthcare Surcharge: \$1.03
Estimated Subtotal: \$361.45
Estimated Rental Tax: \$18.24
Estimated Charges Paid: \$253.25
Estimated Total Charges: \$380.72

Credit Card Authorization Amount: \$127.56
Net Paid Today: \$0.00

- I agree to verify my truck's fuel level is 5/16th before leaving the premises. I will return the vehicle with the same amount of fuel as when dispatched and/or agree to pay a \$7.00 per gallon convenience fee for the estimated fuel I do not replace. If returned with less than 1/4 tank, I agree to also pay a \$30.00 service fee. U-Haul does not reimburse if this truck is returned with more fuel than what is printed on the receipt gauge. U-Haul pays for oil (save receipts).
- U-Haul provides the Customer with minimum limits of protection required by that state or province where arises any claim, suit or cause of action. This provided protection is in excess or secondary to any insurance coverage(s) of the Customer. Customer assumes Sole Responsibility for any and all liability that exceeds the applicable minimum limits of protection for that state or province.
- Under Sec. 10855 of the CA. Vehicle Code, the failure to return this Vehicle within 72 hours of the return date stated on this Agreement may result in the vehicle being reported as stolen.
- WARNING:** Section 25603(a)(1), (3) Operating a motor vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, and assure adequate ventilation inside the car. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.
- I understand that this equipment must be returned to the same U-Haul location where it was rented. I understand that the minimum rental charge for equipment returned to a different location is twice the amount of the current One Way rate from this U-Haul location to the actual drop-off location.
- I understand that the equipment rented is water resistant and not water proof.
- I acknowledge that I have received the appropriate User Instructions and acknowledge my responsibility to fully read and understand these User Instructions before operating the equipment.
- I understand that I will receive an email link to review the rental process and the U-Haul Store employees to feedback to U-Haul any complaints, concerns, or requests that I have about my rental. I understand that I can also contact U-Haul Customer Service at uhaul.com/contact/email.aspx
- Watch for overhead objects and lock-up the cargo box.
- I agree to submit all legal claims in accordance with the U-Haul Arbitration Agreement, incorporated by reference, and available at uhaul.com/arbitration or from my local U-Haul representative.
- I acknowledge that I have received and agree to the terms and conditions of this Rental Contract and the Rental Contract Addendum.
- The failure to return the Equipment requiring U-Haul to recover the Equipment is a material breach of this Rental Contract. In the event of a material breach requiring U-Haul to recover the Equipment, U-Haul will provide You notice by text, e-mail and/or phone to all contact information provided. Upon service of notice, You shall contact U-Haul within 72 hours to make arrangements for removal of Your goods. If You do not contact U-Haul within that time, You agree U-Haul will dispose of all goods in the Equipment at U-Haul's sole discretion and cost. This paragraph supersedes and replaces para. 9 of the Additional Terms and Conditions on the Document Holder.
- "AUTHORIZED DRIVER" - An "Authorized Driver" for purposes of this Agreement is any driver listed on the U-Haul Equipment Contract as authorized by Company to operate a U-Haul Vehicle. "UNAUTHORIZED DRIVER" - An "Unauthorized Driver" for purposes of this Agreement is anyone NOT listed on the U-Haul Equipment Contract as an "Authorized Driver." These definitions supersede the definitions in the printed document holder, if any, provided with this transaction.
- I, Angela Mitchel agree to be fully responsible to U-Haul Co. of CA, or their affiliated U-Haul entities and agents, for all charges relating to the rental of the Equipment that may be incurred by any Authorized Driver or any Unauthorized Driver that Customer or any Authorized Driver allowed to drive the U-Haul Vehicle, including, but not limited to, rental charges, mileage fees, Equipment damage, late or unreturned Equipment charges, charges for Equipment returned to an incorrect location, late fees, cleaning charges, charges for furniture pads and dollies, missing Equipment, fees for any Violations, toll or towing fees, uncovered roadside fees, as well as any additional charges.
- I acknowledge that I was sent a text/email to the phone number or email address provided at the time of the rental, which provides me the opportunity to acknowledge equipment condition, cleanliness, mileage and fuel at the time of the rental. I understand that if I do not provide a response, I am accepting the condition as represented in the text/email. I further acknowledge that I may be responsible for any and all damage, cleaning, mileage and fuel charges as determined by U-Haul upon return of the equipment.
- Privacy Disclosure: Your U-Haul Equipment may be equipped with a Location Tracking Device (Apple AirTag). Your location may be accessed for the reasons set forth in the U-Haul Privacy Policy available at <https://www.uhaul.com/Legal/PrivacyNotice/>

Karen Morales

X

Angela Mitchel

U-Haul Signature - (Karen Morales)

Questions or need help? Call me. (415) 467-3830

69461162(H) 03/17
PointOfSale

EXHIBIT “2”

11. SAFESTOR MOBILE

Safestor Mobile is insurance providing protection, subject to Exclusions, for loss or damage to your goods. Customer agrees to all the benefits and Exclusions, terms and conditions as set forth herein and in the applicable policies. The Exclusions include normal shifting of cargo in transit or while being moved. A complete list of all Exclusions, terms and conditions is available at www.uhaul.com/Files/Documents/UBoxCertificate.pdf

12. EDR

I acknowledge that the EQUIPMENT may be equipped with an Event Data Recorder ("EDR") or other recording device. The Company reserves the right to obtain any and all data from the EDR or other recording device for any potentially data producing event. I provide my express authorization and consent for the Company to retrieve any available data from any EDR, or other recording device, from or in my personal vehicle towing any U-Haul EQUIPMENT in the event of an accident or other potentially data producing event. I further agree to cooperate fully with the Company, and assist as necessary, in the retrieval of the above described data.

13. SEATBELT USE/TEXTING

I agree that not wearing a seatbelt and/or texting while driving is dangerous and in the event of a crash is likely to lead to a serious injury or death. I agree to wear a seatbelt and not text at all times while driving any U-Haul truck or towing any U-Haul Equipment. I agree to ensure that any Authorized Driver and all passengers are also wearing seatbelts. My failure to comply with this paragraph is a material breach of this agreement and may be admissible in any lawsuit or Arbitration against the Company.

REPORT ALL CLAIMS TO: Repwest Insurance Co. at:

- uhaulclaims.com
- 1-800-528-7134
- P.O. Box 21748
Phoenix, AZ 85036-1748



ROADSIDE ASSISTANCE

Get Help At
uhaul.com/help

USE FOR A VARIETY OF ASSISTANCE,
BREAKDOWNS, ACCIDENTS, OR IF EQUIPMENT
HAS BEEN UNATTENDED
FOR MORE THAN 24 HOURS.
1-800-00-U-HAUL

Need Storage?

We have Storage that fits your needs.



5' x 5' Storage Room*

Miscellaneous Storage
(Up to 2 Rooms)

4' x 8' or 5' x 8' Trailer**

Perfect for: Storing Extra Items, Twin-Size Mattress, Seasonal Items, Clothing, Books, Bicycles, Records/Files, Business Merchandise, Boxes.



5' x 10' Storage Room*

Studio or 1 Bedroom Home
(Up to 1,200 sq.ft.)

10' or 15' Moving Van**

Perfect for: Studio or One Bedroom, Queen-Size Mattress, Major Appliances, Furniture, Clothing, Business Merchandise, Bicycles, Boxes.

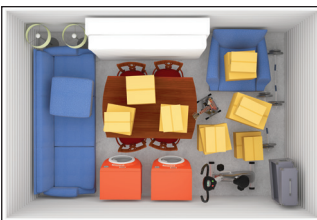


10' x 10' Storage Room*

Up to 2 Bedroom Home
(1,200 - 1,600 sq.ft.)

20' Moving Van**

Perfect for: Two Bedrooms, King-Size Mattress, Major Appliances, Furniture, Clothing, Business Merchandise, Boxes.



10' x 15' Storage Room*

Up to 3 Bedroom Home
(1,600 - 2,000 sq.ft.)

20' Moving Van**

Perfect for: Three Bedrooms, King-Size Mattress, Major Appliances, Furniture, Clothing, Business Merchandise, Boxes.



10' x 20' Storage Room*

4 Bedroom Home
or Larger
(2,000 sq.ft. & up)

26' Moving Van**

Perfect for: Four Bedrooms, King-Size Mattress, Major Appliances, Furniture, Clothing, Business Merchandise, Boxes.

We also have RV, Boat & Vehicle Storage at select locations!

* Storage room sizes are approximate **Moving Van/Trailer recommended sizes.

It's not too late! Visit movinghelp.com to hire helpers to load or unload your truck, trailer or storage room – here or at your destination... **only at**



ADDITIONAL TERMS & CONDITIONS FOR EQUIPMENT RENTAL

- Customer represents and warrants that the rental of this EQUIPMENT is for the sole purpose of Do-It-Yourself moving. Customer agrees that rental of the EQUIPMENT with the intent to use the EQUIPMENT for a purpose other than do-it-yourself moving (or in a manner prohibited by the Rental Contract) may be construed as fraudulent.
- Customer shall indemnify, defend and hold harmless the Company, its parents, affiliates, and employees, and each of them, against any and all claims, lawsuits and damages (including reasonable attorney fees) resulting from Customer's intentional or criminal acts or from any Violation as set forth below in para. 12.
- Customer authorizes Company, its affiliates and agents, to contact Customer regarding the Rental Contract at any provided email address or phone number (including by text messages). Customer acknowledges text messaging charges may apply.
- Customer agrees not to hold Company liable for downtime, materials or any consequential or incidental damages resulting from the use of EQUIPMENT, including failure of the EQUIPMENT to operate properly.
- Payment for all estimated charges is due at the time of rental by cash or credit card or other method acceptable to Company. Payment for additional charges is due at the completion of rental in the same manner. Customer agrees any charges that cannot be determined or that are not known to Company at the completion of the rental are payable by the Customer immediately upon receipt of an itemized invoice. Customer shall be responsible for any applicable federal, state or municipal compliance obligations, and pay any fees or taxes in conjunction with the rental and/or use of the EQUIPMENT.
- If Customer check is returned unpaid due to insufficient or uncollected funds, Company may present it electronically. Customer's check will not be provided to Customer with Customer bank statement; however, a copy can be retrieved. Also, Company may have the returned check service fee processed electronically against Customer's account.
- Customer shall return the EQUIPMENT at the time, to the place, in the condition agreed to, within the allowed mileage stated, and with the same amount of fuel as shown and agreed to on the Rental Contract. Customer agrees that any operation of EQUIPMENT outside of time agreed and allowed mileage stated is without Company consent and additional charges will be assessed (including Safemove®/Safetow®/Safemove Plus® fees). Customer's failure to return the EQUIPMENT as herein agreed will incur damages. Customer expressly authorizes Company to apply any and all additional charges, including lost rental revenue, on the credit card used to pay for the rental or on that credit card used as meaningful assurance.
- Customer agrees that he/she is responsible for any loss or damage to the EQUIPMENT. Customer agrees that any remaining portion of their estimated charges will be applied toward EQUIPMENT damage or loss when the optional Safemove/Safetow/Safemove Plus or Damage Waiver protection is not purchased. To the extent that damage or loss exceeds any remaining estimated charge amount, Customer expressly authorizes company to apply any and all charges for damages or loss on that credit card used by Customer to pay for the rental of EQUIPMENT or that credit card used as meaningful assurance. Customer further understands that failure to pay for all damages may result in Company, or its assigns, reporting the Customer to one or more credit reporting or collection agencies.
- The Customer expressly grants Company an equitable lien on any property transported in the EQUIPMENT. Furthermore, as a result of this grant of lien, Customer expressly authorizes Company and Company affiliates and agents to keep the property in the EQUIPMENT or to remove (or have another remove) the property from the EQUIPMENT and place it in a certain storage area, at Customer's expense, and keep the property until payment by Customer of all outstanding amounts owed and associated with the EQUIPMENT and/or property removal and/or property storage. Customer acknowledges and agrees that this lien and authorization is necessary to allow Company to secure payment for any outstanding amounts owed and associated with the EQUIPMENT, including additional time, mileage, EQUIPMENT damage or loss, repair charges, and property removal and property storage charges.
- Customer shall require passengers to ride only in the cab of the Truck, Pick Up Truck, and Van or Vehicle towing any Trailer. Customer shall not, and Customer shall insure that its Authorized Drivers shall not, operate the EQUIPMENT, in the commission of a felony or in an intentional, criminal, willful, wanton or reckless manner. Customer shall not, and Customer shall insure that its Authorized Drivers shall not, operate the EQUIPMENT under the influence of alcohol, drugs, intoxicants or any other substance that can impair driving ability. Customer shall inspect EQUIPMENT periodically. Customer shall not operate EQUIPMENT when oil pressure/level (for Vehicles) is low or when any defect in the operation or safety of the EQUIPMENT has been noticed. Company will reimburse the Customer for oil and other non fuel fluids when proper receipts are presented. Customer acknowledges that he/she is fully responsible for complying with any recall covering a personal tow vehicle.
- Customers shall not store or transport any firearms or any explosive, flammable, alcoholic, toxic, volatile, poisonous, dangerous or illegal substances or items, regardless of the manner in which it is stored or transported.
- If Customer or its Authorized Drivers incur any citation, parking violation, moving violation or toll violation (a "Violation") in connection with the rental and/or use of the Equipment, then Customer acknowledges and agrees that Customer will be financially responsible for all fines, charges and surcharges (including toll surcharges) associated with the Violation notwithstanding that the Violation may not have been issued directly to the Customer or Authorized Driver. If the Violation is not issued to the Customer or Authorized Driver and the issuing authority allows for the transfer of liability for a Violation to the Customer, Customer expressly authorizes Company to release Customer information to that authority for the purposes of transferring liability to the Customer. If the issuing authority does not allow for the transfer of liability for a Violation to the Customer, or the parties are unable to successfully transfer liability to the Customer, then the Company, and/or its agent, will pay all fines, charges, and surcharges and recover those amounts from the Customer. Customer agrees that any amounts paid by, or on behalf of, the Company hereunder shall be applied to any Customer-provided credit card if it is able to be charged. Customer agrees that it may be charged up to a \$30.00 service fee (in addition to any fines, charges, and surcharges associated with the Violation) as a result of any Violation paid by Company hereunder. Any service fee charged to Customer shall be applied to any Customer-provided credit card if it is able to be charged.
- Customer shall not take EQUIPMENT into Mexico. This includes temporary border crossings.
- Customer shall not, whether individually or on behalf of another, use, facilitate or support the use of, the EQUIPMENT or the U-HAUL® trademark, and or the likeness of the same, in any television program, movie, web site or other electronic medium without the prior written consent of a Company Officer. Customer shall not, whether individually or on behalf of another, allow, facilitate or support, the disassembly or dismantling of the EQUIPMENT or a component thereof.
- The Rental Contract and this Rental Contract addendum may not be changed or altered except in a writing that is signed by a Company Officer.
- Customer agrees that there is no refund for unused time or mileage.
- Customer understands that Company may hold any reimbursable ESTIMATED CHARGES for up to 10 days after the rental has been completed.
- Customer agrees that Company reserves the right to substitute reserved EQUIPMENT for other EQUIPMENT of equal or greater value at no additional charge to the Customer.

UH-5523(BL) 69468023(BM) ©2018 U-Haul International, Printed in U.S.A.



24/7

DO YOU NEED STORAGE HERE OR AT YOUR DESTINATION?

No Problem! I Can Help!

CREATE YOUR U-HAUL® ACCOUNT TODAY!

- ✓ 24/7 Rentals and Returns on mobile
- ✓ Skip the line on any Rental/Return
- ✓ Make online Storage payments

Plus More... Go To:

uhaul.com/account

We'll never sell or share your information.



RENTAL CONTRACT ADDENDUM DOCUMENT HOLDER

Additional Terms and Conditions for EQUIPMENT Rental
Place Rental Contract documents in this holder & keep available throughout your move.

READY TO RETURN YOUR EQUIPMENT?

Returns are now accepted 24/7

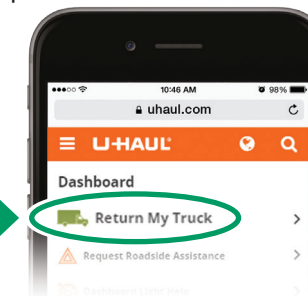


RETAIL STORE HOURS:

Mon. - Thu. 7:00 a.m. - 7:00 p.m. Sat. 7:00 a.m. - 7:00 p.m.
Fri. 7:00 a.m. - 8:00 p.m. Sun. 9:00 a.m. - 5:00 p.m.

These are business hours at corporate stores.
Independent dealer locations hours may vary.

1. If returning during Business Hours: follow directional signage at your drop-off destination.
2. If returning outside Business Hours: go to drop-off destination, go to uhaul.com on a mobile device, sign in (or create) your account, choose "Return My Truck" option and follow the prompts.



If you are unable to complete the return process, please go to a U-Haul location during retail store hours.

3. Avoid extra charges by adding fuel if needed.

EZ-FUELSM OPTIONS:

1. Self-Refueling: Return truck with the same fuel gauge reading as indicated on the Rental Contract signed by the Customer.
2. EZ-FUEL Service: Let U-Haul refuel at an agreed upon per gallon price plus applicable service fee as both are indicated on the Rental Contract signed by the Customer.

UNTIL YOUR CONTRACT IS CLOSED, THE FOLLOWING APPLIES:

DAMAGE POLICY

- Customer will be responsible for any loss or damage to EQUIPMENT and Customer's deposit will be applied toward EQUIPMENT damage when optional Safemove®/Safemove Plus®, Safetow® or Damage Waiver is not purchased.

CLEANING POLICY

- Customer agrees to pay a cleaning fee if the EQUIPMENT is not returned in as clean of a condition as when it was picked up. The determination as to the condition of the EQUIPMENT shall be made by Company.

Reminder: The Customer is responsible for all damages and / or missing rental EQUIPMENT, parking fines, citations, moving or toll violations and towing charges.

U-HAUL ARBITRATION AGREEMENT

Please read carefully. This mandatory agreement affects your rights.

By commencing or making a reservation to, or agreeing to, purchase retail products or purchase or rent “Equipment” from U-Haul, You agree to the terms and conditions of this U-Haul Arbitration Agreement (“Arb Agreement”). For purposes of this Arb Agreement, the definitions of “Equipment”, “U-Haul”, “You” and “Claims” (and the complete terms and conditions) are available at www.uhaul.com/arbitration.

1. U-Haul and You agree that U-Haul’s sales and rentals have an effect on interstate commerce. Therefore, U-Haul and You agree that this Arb Agreement shall be construed and interpreted under the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq.

2. U-Haul and You agree that any and all Claims between U-Haul and You relating in any way to your rental or purchase from U-Haul shall be submitted to binding Arbitration before the American Arbitration Association (“AAA”) in accordance with AAA Consumer Arbitration Rules (www.adr.org/consumer) and the AAA Commercial Arbitration Rules for Large, Complex Matters (www.adr.org/commercial) (Claims seeking \$500,000 or more). AAA Rules are also available at www.uhaul.com/arbitration. Judgment may be entered on the Arbitration award by a Court of competent jurisdiction. You and U-Haul agree that Claims submitted to Arbitration shall be decided in a single arbitration before a single Arbitrator who must be on the AAA National Roster of Commercial Arbitrators and selected in accordance with the AAA Rules. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators have the authority to award the same damages and relief that a court can award.

3. U-HAUL AND YOU AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND THAT CLAIMS MUST PROCEED ON AN INDIVIDUAL AND NON-CLASS AND NON-REPRESENTATIVE BASIS. U-HAUL AND YOU AGREE THAT CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED OR CONSOLIDATED IN THE SAME ARBITRATION UNLESS ARISING FROM THE SAME TRANSACTION. FURTHERMORE, U-HAUL AND YOU AGREE THAT NEITHER YOU NOR U-HAUL MAY PURSUE THE CLAIMS IN ARBITRATION AS A CLASS ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION NOR MAY ANY SUCH CLAIMS BE PURSUED ON EITHER OF OUR BEHALF IN ANY COURT, INCLUDING ASSIGNED CLAIMS. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD RELIEF ONLY ON AN INDIVIDUAL AND NON-CLASS AND NON-REPRESENTATIVE BASIS.

4. You acknowledge and agree that You voluntarily and knowingly entered into this Arbitration Agreement, which waives your right to file a lawsuit in court (except for small claims), and chose to rent or purchase from U-Haul rather than one of its competitors who may not have an arbitration agreement.

This Agreement is between the Customer (defined as the individual(s) signing the individual rental contract and/or paying for the rental of the EQUIPMENT) (“Customer”, “I”, “Me” or “My”) and the local “U-Haul” Marketing Company where the Agreement is entered into or an independent U-Haul Marketing Company dealer (“Company”). These terms and conditions, the terms and conditions of the individual rental contract signed by the Customer, including the above U-Haul Arbitration Agreement, together constitute the entire Agreement (“This Agreement” or “Rental Agreement” or “Rental Contract”) for the rental of that equipment identified on the individual rental contract (“EQUIPMENT”; and where necessary EQUIPMENT may be further specified as a “U-Haul Rental Truck”, “Trailer”, “Auto Transport”, “Tow Dolly”, “Pick Up Truck”, “U-Box Container”, “Van” or “Dolly”), including all of its parts. I, the Customer, agree to all terms and conditions of this Agreement.

1. VEHICLE

I understand that I do not own the EQUIPMENT. The EQUIPMENT is defined as that listed on the individual Rental Contract signed by the Customer. No one other than the Company may transfer the EQUIPMENT or any rights or obligations under this Agreement. Any attempted transfer or sublease by

anyone other than the Company is void. No one may service or repair the EQUIPMENT without the Company’s prior express approval. THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE EQUIPMENT IS FIT FOR ANY PARTICULAR PURPOSE.

2. AUTHORIZED DRIVERS

An Authorized Driver, for purposes of this Agreement, is: 1) any Customer that possesses a driver’s license, driver’s privilege card, or other government issued driver’s card and is 18 years of age or older (or 16 years of age or older for EQUIPMENT with no motor); or 2) any other individual that has Customer’s express permission to operate the EQUIPMENT and that is 18 years of age or older (or 16 years of age or older for EQUIPMENT with no motor) and possesses a driver’s license (driver’s privilege card or other government issued driver’s card).

3. LIABILITY PROTECTION

An automobile liability insurance policy or a qualified self-insurance arrangement provides the Authorized Driver with the minimum limits required by the automobile financial responsibility or compulsory insurance law of the jurisdiction in which the accident occurs. The protection provided by the Company is excess or secondary to any insurance coverage of the Customer or an Authorized Driver. If the liability protection provided under this Agreement and other insurance available to the Authorized Driver apply to a loss on the same basis, the Company will pay only the Company’s share. The Company’s share is the proportion that the limit of protection provided under this Agreement bears to the total limit of all insurance applicable to such loss. To the extent permitted by applicable law, the Company’s protection does not apply to bodily injury (including death) or property damage to any Authorized Driver or the Authorized Driver’s family members related by blood, marriage or adoption who reside with the Authorized Driver, or to any other person who resides with the Authorized Driver.

I understand that this protection does not apply to: any intentional torts or criminal acts; any false or fraudulent claims; any obligation assumed by an Authorized Driver under any contract; any fines, penalties, punitive damages or exemplary damages which an Authorized Driver may become legally obligated to pay; injury to or destruction of personal property owned by or in the possession, custody or control of an Authorized Driver or passengers; any liability of a driver who is not an Authorized Driver and any liability for an accident which occurs while the EQUIPMENT is obtained or used in violation of this Agreement. In the event that the liability protection is extended by operation of law to anyone who is not an Authorized Driver, the limits of protection shall be those minimum limits required by the automobile financial responsibility or compulsory insurance laws of the jurisdiction in which the accident occurs. This liability protection will apply on the same basis as described previously in this paragraph. I understand this protection does not apply to any act or omission in Mexico.

Any protection provided in this section is limited to the duration of the Rental Contract as set forth in the individual rental contract signed by the Customer. I and all Authorized Drivers will indemnify and hold the Company, its agents, employees, parent and affiliates harmless from and against any and all loss, liability, claim, demand, cause of action, attorney’s fees and expense of any kind (a “loss”) in excess of the limits stated herein or beyond the scope of the protection provided for herein, if any, arising from the use or possession of the EQUIPMENT by Me or any Authorized Drivers, including but not limited to attorney’s fees incurred by the Company to enforce any of its rights hereunder.

COMPANY RIGHT TO DEFEND

The Company has no duty to defend lawsuits not covered by this liability protection. To the extent permitted by applicable law, the Company has no duty to defend any Authorized Driver in any claim or lawsuit arising out of any acts prohibited by this Agreement. I understand that if a claim is made or a lawsuit is filed under the terms of this Agreement, and if no other source of defense is available to the Authorized Driver, the Company may defend the claim or lawsuit at its sole discretion. In defending the claim or lawsuit, the Company may, at its sole discretion, make any settlements which the Company considers advisable. Company has a right, but not a duty, to defend a claim or lawsuit at its sole discretion. Company has the exclusive right to hire, retain and direct its counsel of choice, if and when Company defends a claim or lawsuit hereunder.

MY DUTY TO COOPERATE

In the event of an accident the Customer and/or any Authorized Driver is required to provide notice of the accident as soon as possible. Notice shall be provided to Repwest Insurance Company at www.uhaulclaims.com or 1-800-528-7134.

I also agree to fully cooperate with the Company in investigating and/or defending any claim or lawsuit. The failure to cooperate will void any protection provided herein, subject to applicable law. In the event of an accident the Customer and/or all Authorized Drivers agree to provide the Company with the name of their insurance company and

1. YOU MUST PLACE TRUCK/TRAILER DISPATCHING VALIDATION TAG HERE.

2. YOU MUST PLACE SRI/ADDITIONAL EQUIPMENT DISPATCHING VALIDATION TAG HERE.

also agree to fully cooperate with the Company in the presentation of claims, in any other aspect of the claims process and report the accident to the Customer and/or Authorized Driver’s insurance company. The Customer and/or Authorized driver shall, as often as may reasonably be required, present to any person designated by the Company for an examination under oath to assist in the investigation and timely disposition of Your claim or claim(s) or the potential claim(s) of any third-party. The presentation of the requested examination under oath is material to the decision to enter into this contract and the failure to comply with this provision may void any coverage hereunder. This section applies to any protection provided or purchased under this Agreement.

4. NO-FAULT BENEFITS & UNINSURED/UNDERINSURED MOTORIST PROTECTION

Unless required by applicable law, the Company does not provide no-fault benefits, supplemental no-fault benefits, personal injury protection, UNINSURED/UNDERINSURED PROTECTION or other insurance, coverage or protection that is optional or can be waived or rejected, and Customer specifically waives and rejects all such benefits, protection, coverage and insurance. To the extent required by applicable law, the Company provides no-fault and/or UNINSURED/UNDERINSURED PROTECTION to Authorized Drivers and passengers, limited as follows: the Company’s no-fault and/or UNINSURED/UNDERINSURED PROTECTION does not apply until after exhaustion of all other no-fault insurance and/or other protection available to the Authorized Driver and/or passenger(s) (no-fault, supplemental no-fault, personal injury protection, employer’s insurance and/or any other protection or indemnification, whether primary, excess or concurrent), and then the Company’s protection applies to the extent it is needed to meet, on a cumulative basis with all such other insurance and/or protection available to the Authorized Driver and/or passenger(s), the minimum benefits required by applicable law. To the extent applicable law requires that Company provide no-fault or UNINSURED/UNDERINSURED PROTECTION/benefits other than as described above, they will not exceed the minimum benefits required by such law. In the event of coverage, Your duty to cooperate and the obligations set forth in section 3 “My Duty to Cooperate” applies.

5. SAFEMOVE and/or SAFETOW PROTECTION

The provisions in this section apply to Safemove and/or Safetow Protection. These protections are NOT LIABILITY INSURANCE. These protections are OPTIONAL AND APPLIES ONLY TO CARGO in the following U-Haul Rental Equipment: Truck (Safemove); Trailer (Safetow), Auto Transport (Safetow), and Tow Dolly (Safetow).

DEFINITIONS: Accident: An occurrence involving the U-Haul Rental Truck (Safemove) operating on a highway or other recognized roadway, parking lot or driveway resulting in bodily injury to a person, who as a result of the injury, receives medical treatment away from the scene of the accident; or one or more vehicles incurring disabling damage as a result of the accident. The term Accident does not include: An occurrence involving only getting in or out of the U-Haul Rental Truck; or an occurrence involving only the loading or unloading of cargo (Safemove and Safetow) or vehicle-in-tow (Safetow only).

EXCLUSIONS: Safemove and Safetow does not cover: (a) Theft, burglary or robbery of cargo, the vehicle-in-tow, or personal contents in the vehicle-in-tow or towed Trailer/ Tow Dolly; (b) water damage; (c) damage resulting from intentional or criminal acts or willful or wanton or reckless acts; (d) damage resulting from improper packing/loading or shifting of cargo; (e) charges for loss of income; (f) any consequential damages; (g) loss or damage during loading and unloading; (h) the following types of cargo are also not covered: currency, furs, antiques, securities, money, notes, jewelry, artwork, animals, motor vehicles or contraband; (i) bodily injury or death of any person not within the cab or passenger seat of the Truck or tow vehicle at the time of the Accident; (j) off-road use; (k) damage caused while the driver or passengers were using any drugs or alcohol; (l) damage to the equipment resulting from overloading, improper loading or failure to secure the load; (m) mechanical damage, including damage to the transmission or drivetrain to the vehicle-in-tow is not covered unless the damage is the result of an Accident. There is no protection for death or injury resulting from: intoxicants, drugs, narcotics, intentional, criminal, willful, wanton or reckless acts, racing of any

INSERT RENTAL CONTRACT, USER’S GUIDE AND MISC. PAMPHLETS HERE.

type or if there is no valid contract or current rental contract. All Exclusions to U-Haul Equipment in paragraph 8 “Damage Waiver” apply to these Coverages.

MEDICAL AND LIFE PROTECTION: Customer and Passengers are provided with medical and life protection, as a result of an Accident. Passenger protection applies only while they are riding in the cab area of the Truck (for Safemove) or passenger area of the towing vehicle (for Safetow).

Protection Limits:	Safemove	Safetow
Customer Loss of Life	\$25,000	\$10,000
Passenger Loss of Life	\$15,000	\$ 5,000
Customer/Passenger Medical	\$ 1,000	\$ 500

VALUATION: In case of loss or damage, the Company shall not be liable for more than the actual cash value of the property at the time of the loss or damage occurs. The loss or damage shall be ascertained or estimated according to the actual cash value and shall in no event exceed the cost to repair or replace the same with material of the like kind and quality.

6. SAFEMOVE PROTECTION

Cargo Protection covering damage to the Customer’s Cargo During Transportation and resulting from collision, fire and overturn of the truck with the following limits:

Protection Limits:	Truck
One-way rental	\$25,000
In-town rental	\$15,000
Deductible	\$ 100

DEFINITION: (in addition to the one in paragraph 5):

During Transportation- The time the cargo is in the U-Haul Rental Truck.

7. SAFETOW PROTECTION

Safetow provides protection for Customer’s vehicle being towed, personal contents in the towed vehicle and contents in the towed U-Haul trailer During Transportation. There is no protection for the towing vehicle. Safetow protection provides a limit of \$20,000 (depending on the amount of protection purchased) for damage or loss that occurs to Customer’s vehicle-in-tow when towed with a Company Auto Transport (“AT”), Tow Dolly (“TD”) or Motorcycle Trailer (“MT”), or damage or loss that occurs to Customer’s contents in a towed U-Haul trailer. Safetow protection provides a maximum of \$500 protection for personal contents in the vehicle-in-tow. There is a \$100 deductible per occurrence.

DEFINITIONS: Vehicle-in-Tow- That vehicle attached to the U-Haul AT, MT or TD. This includes a motorcycle on a U-Haul MT or attached to a U-Haul Trailer using a U-Haul Motorcycle Towing Kit.

Tow Vehicle- Any U-Haul Equipment or other Customer operated vehicle used to tow any U-Haul towable equipment. There is no coverage for damage to any Tow Vehicle under the Safetow coverage.

Cargo- Includes the vehicle-in-tow, personal contents in the vehicle-in-tow and contents in the towed U-Haul trailer.

During Transportation- The time the cargo is in the U-Haul Trailer or the vehicle-in-tow is loaded on the U-Haul Trailer, AT or TD.

8. DAMAGE WAIVER-THIS IS NOT INSURANCE. THIS IS OPTIONAL.

Customer acknowledges and agrees that he/she is responsible for the total amount of Damages to the EQUIPMENT or Pick Up Truck or Van. “Damages” as used herein and subject to applicable law, will include the following: a.) any and all damage or loss related to the EQUIPMENT or Pick Up Truck or Van, up to their full replacement value; b.) applicable towing, storage and impound fees; c.) applicable administrative fees; d.) loss of rental revenue. HOWEVER, in return for paying the applicable Safemove, Safemove Plus or Safetow fee or separate Damage Waiver fee for Pick Up Trucks and Vans, the Company will waive Damages to the EQUIPMENT, Pick Up Truck or Van resulting from collision (“collision” as used herein is specifically subject to the exclusions listed below), upset, overturn or fire. There is a \$150 deductible for any occurrence in the state of New York.

EXCLUSIONS: Even if the applicable fee has been paid and subject to any limitations imposed by applicable law, this Damage Waiver specifically excludes and does

NOT apply to Damages resulting from the following: (a) intentional or criminal or willful or wanton or reckless acts; (b) misuse or abuse of the EQUIPMENT, Pick Up Truck or Van; (c) collision with an overhead object (including but not limited to overhangs, trees, overpasses, garages, parking structures); (d) collision with a bridge; (e) off-road use; (f) cut, blown or damaged tires; (g) any damage resulting from improper fuel; (h) overload of the EQUIPMENT, Pick Up Truck or Van beyond the GVWR; (i) improper loading or failure to secure a load; (j) use of the EQUIPMENT, Pick Up Truck or Van by someone other than the Customer or Authorized Driver; (k) any failures to comply with the terms of this Agreement.

CUSTOMERS THAT CHOOSE NOT TO PURCHASE THE SAFEMOVE OR SAFETOW OR SAFEMOVE PLUS PROTECTIONS OR SEPARATE DAMAGE WAIVER ARE RESPONSIBLE FOR ALL DAMAGES TO THAT EQUIPMENT, PICK UP TRUCK OR VAN INCLUDING AND UP TO ITS FULL REPLACEMENT VALUE.

NOTICE: Customer agrees to notify the Company of any accident regardless of severity or fault. Furthermore, Customer agrees to cooperate with the Company into the investigation of any accident. The Damage Waiver is included with the purchase of Safemove, Safetow and Safemove Plus.

9. SAFEMOVE PLUS/SAFESTOR MOBILE PROTECTIONS

The provisions in this section are common to each Protection above. These protections are INSURANCE. These protections are OPTIONAL. Customer agrees to all the benefits and exclusions, terms and conditions as set forth herein and in the applicable policies which are available at www.uhaul.com.

10. SAFEMOVE PLUS PROTECTIONS

Safemove Plus is third-party additional liability protection. Safemove Plus protection includes Safemove Protection. Safemove protection and exclusions set forth in paragraph 5 above apply to the Safemove Plus protection with the exception of: exclusions (c)-(d) in paragraph 8 above; damage to tires are covered unless due to off-road use.

COMPANY RIGHT TO DEFEND: The Company’s duty to defend is set forth in paragraph 3 above and applies to Safemove Plus protection. NO-FAULT BENEFITS: No-fault benefits, if any, are set forth in paragraph 4 above and apply to the Safemove Plus protection.

UNINSURED/UNDERINSURED MOTORIST PROTECTION: Uninsured/Underinsured motorist protection benefits, if any, are set forth in paragraph 4 above and apply to the Safemove Plus protection.

EXAMINATION UNDER OATH: In addition to the Duty to Cooperate set forth in paragraph 3 above, and in the event Company assigns You an attorney for Your defense, upon reasonable notice served to Your attorney, You agree to make Yourself available to any person designated by the Company for an examination under oath.

INFORMATION PROVIDED TO COMPANY: In order for You to rent Equipment from Company, you acknowledge that You, and any Authorized Driver, are only using the Equipment for Do-it-Yourself moving, and that Your agreement to do so is material to the Company’s decision to provide the Safemove Plus Protection. Your failure to use the Equipment solely for Do-it-Yourself moving may void any coverage and protection. You may also be asked to provide certain required information and answer certain questions. The information and answers, and Your providing honest and truthful information, is material to the Company agreeing to provide You this coverage and protection. Your failure to provide honest answers to these questions may void any coverage and protection.

Visit us at [uhaul.com](http://www.uhaul.com)