

AUTOMOBILE INSURANCE POLICY

**New Horizons Insurance
Company of Missouri**

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**NEW HORIZONS INSURANCE COMPANY OF MISSOURI
AUTOMOBILE INSURANCE POLICY**

DEFINED WORDS

We define some words to make this policy easier to read and understand. Defined words are printed in **boldface** type.

The following is a list of some of the defined terms used in **your** policy. There may also be additional defined terms in other sections of **your** policy, including but not limited to, any endorsements added to **your** policy.

Actual Cash Value (ACV) – defined in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

Auto – means a land motor vehicle with four or more wheels, which is designed to be driven mainly on public roads. **Auto** does not mean:

1. any vehicle while located for **use** as a dwelling or other premises; or
2. a truck-tractor designed to pull a trailer or semi-trailer.

Auto Business – means a **business**, job or occupation where the purpose is to sell, lease, rent, repair, service or maintain, install, remove or replace equipment in or on, transport, clean, store or park land motor vehicles or trailers.

Bodily Injury – means physical bodily injury to a **person** and sickness, non-communicable disease or death which results from physical bodily injury. **Bodily injury** does not mean any sexually transmitted disease, any mental injury, sickness or disease of the mind, mental anguish or emotional distress unless such condition is diagnosed by a medical doctor and directly results from physical bodily injury to the **person** on whose behalf the claim is made.

Business – means any full or part-time trade, profession, occupation or vocation other than farming. This includes any activities from which one would reasonably expect to receive monetary compensation or gain.

Collision – defined in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

Compensation Law – means [a]ny law under which benefits are paid to a **person** as compensation for the effects of **bodily injury**, without regard to fault, because of that **person's** status as an employee or beneficiary. It includes, but is not limited to, workers compensation laws, unemployment compensation laws, disability laws, the Federal Employers' Liability Act and the Jones Act.

Cost to Repair or Replace – defined in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

Family Member – means a **person** related by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child. It includes an unmarried and unemancipated child away at school under the age of 25.

Insured – is the **person(s)** and/or entity(s) defined as insureds within each of the specific coverage parts or endorsements.

Loss – defined in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

Newly Acquired Auto – means an **auto** to which **you**, **your spouse**, and if **you** are not a **person** the first **person** listed as Designated Representative on this policy's Automobile Declaration(s), have taken title to or are the leaseholder of, if it:

1. replaces **your auto**; or
2. is an added **auto** and;
 - a. if it is a **private passenger auto**, **we** insure all other **private passenger autos**; or
 - b. if it is other than a **private passenger auto**, **we** insure all **autos** owned by **you**, or **your spouse** on the date of its delivery to **you** or **your spouse**;

but only if **you**, **your spouse**, or if **you** are not a **person** the first **person** listed as Designated Representative on this policy's Automobile Declaration(s):

1. tell **us** about it within 30 days after its delivery; and
 - a. if the **auto** acquired replaces one shown on this policy's Automobile Declaration(s), it will have the same coverage as the **auto** it replaced; or
 - b. if the **auto** acquired is an addition to any shown on **your** policy(s), coverage from the Declaration with the highest limit of coverage which is in effect at both the time of purchase and the time of the covered accident will apply; and
2. pay **us** any additional amount due from the date of purchase.

Non-owned Auto – means a **private passenger auto** not owned by or registered or leased in the name of, or furnished or available for the regular use of:

1. **you**, **your spouse**, or any **person** shown as Designated Representative on this policy's Automobile Declaration(s); or
2. any **family member** of any of the **persons** identified in 1. above, unless at the time of the accident or loss:
 - a. the **private passenger automobile** is or has within the last 30 days been insured for liability coverage; and
 - b. **you**, **your spouse**, **your family member**, the first **person** listed as Designated Representative on the this policy's Automobile Declaration(s), or their **family member**, all of whom does not own or lease such **auto**, is the driver; or
3. any other **person** residing in **your** household, or in the same household of any **person(s)** listed as Designated Representative on this policy's Automobile Declaration(s); or
4. any employer of **you**, **your spouse**, **your family members**, or the employer of any **person** listed as Designated Representative on this policy's Automobile Declaration(s) or any of their **spouses** or **family members**.

Non-owned Auto does not include an **auto** which is not in the lawful possession of the **person** operating it.

Occupying, occupies and occupancy – is being in, on, entering, or alighting from.

Other Than Collision – defined in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

Person – means a human being.

Private Passenger Auto – means an **auto**:

1. with four or six wheels;
2. designed solely to carry **persons** and their luggage;
3. with a car or station wagon body;
4. with a van body that has a Gross Vehicle Weight (GVW) or Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less;
5. with a pickup truck body and pickup style bed that has:
 - a. a Gross Vehicle Weight (GVW) of 10,000 pounds or less, or
 - b. a Gross Vehicle Weight Rating (GVWR) of 13,500 pounds or less, or
 - c. a curb weight of 6,500 pounds or less if an OEM (Original Equipment Manufacturer) GVW or GVWR is not available.

Repair – defined in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

Replacement Parts – defined in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

Spouse – means husband or wife residing in the same household.

Temporary Substitute Auto – means a **private passenger auto** not owned or leased by **you**, **your spouse**, and if **you** are not a **person** the **person(s)** listed as Designated Representative on this policy's Automobile Declaration(s), if it replaces **your auto** for a short time. Its use has to be with the consent of the owner. **Your auto** has to be out of use due to its breakdown, repair, servicing, damage or **loss**. A **temporary substitute auto** is not considered a **non-owned auto**.

Trailer – means a vehicle designed to be pulled by a **private passenger auto**. It also means a farm wagon or farm implement while towed by a

78 **private passenger auto.**

79 **Transportation Network Company or TNC** – means any entity that provides prearranged transportation or livery services for compensation by
80 using any online enabled application, software, website, digital system or other online or digital platform to connect riders to drivers of **Your auto.**

81 **Uninsured Motor Vehicle** – defined in PART C – UNINSURED MOTOR VEHICLE COVERAGE.

82 **Use** – means the operation, maintenance, or **occupancy** of a vehicle.

83 **Using** – means operating, maintaining or **occupying** a vehicle.

84 **We, us and our** – refer to New Horizons Insurance Company of Missouri.

85 **You or Your** – means the **person(s)** and entity(s) shown as Named Insured on this policy's Automobile Declaration(s).

86 **Your Auto** – means the **auto** or the vehicle described on the Automobile Declaration.

87 88 89 **GENERAL AGREEMENTS**

90
91 This is a legal contract. This contract consists of the application and all representations therein, the policy booklet, the Declaration, and all policy
92 forms and endorsements shown on the Declaration. Each vehicle **you** insure with **us** has its own Declaration. **You** have a duty to read all parts of
93 this legal contract carefully.

94
95 **We**, agree to insure **you** according to the terms of this policy based:

- 96 1. on **your** payment of premium for the coverages **you** chose; and
- 97 2. in reliance on **your** statements on any application for coverage; and
- 98 3. upon **your** compliance with all policy provisions.

99 If any **insured's** statements or representations to **us** are untrue or materially inaccurate, **we** will not provide coverage under this policy.

100
101 No insurance is provided if the bank or any other financial institution does not honor the method of payment used to make **your** premium payment.

102
103 **You** agree, by acceptance of this policy, that:

- 104 1. the information on **your** application is true regardless of who provided or wrote the information on the forms;
- 105 2. **we** insure **you** on the basis that the information on **your** application is true;
- 106 3. this policy contains all of the agreements between **you** and **us** or any of **our** agents and cannot be orally modified;
- 107 4. **you** are the titled owner of **your auto** or have a leasehold interest in **your auto**; and
- 108 5. **you** will review the Declaration(s) each time **you** receive one, in order to make sure that:
 - 109 a. all the coverages **you** requested are shown, and
 - 110 b. the limit(s) shown for each of those coverages is the amount **you** requested.

111 Unless otherwise mandated by law for a coverage, no more than one Declaration will apply in a covered accident whether **you** have one policy with
112 multiple Declarations or multiple policies with **us**, or both.

113 114 115 116 **POLICY PERIOD AND TERRITORY**

117 118 **When Coverage Applies**

119 The coverages **you** chose apply to covered accidents and losses that take place during the policy period.

120 The policy period is shown on the Automobile Declaration. The policy period begins and ends at 12:01 A.M. Central Standard Time. Any
121 change(s) in coverage made during the policy period begins at 12:01 A. M. Central Standard Time on the effective date shown for the change on
122 the Automobile Declaration.

123 124 **Where Coverage Applies**

125 The coverages **you** chose apply:

- 126 1. in the United States of America, its territories and possessions, Puerto Rico or Canada; and
- 127 2. while **your auto** is being shipped between their ports.

128 129 130 **LOSS PAYABLE CLAUSE**

131
132 If a loss payee is shown on the Automobile Declaration, **we** may pay any covered **Collision** or **Other Than Collision loss** to:

- 133 1. **you** and, if unpaid, the repairer; or
- 134 2. **you** and such loss payee, as its interest may appear, when **we** find it is not practical to **repair your auto**; or
- 135 3. the loss payee, as to its interest, if **your auto** has been repossessed.

136
137 The loss payee has no greater rights than **you** under this policy and is subject to the same terms, exclusions, and conditions that apply to **you**,
138 except that this insurance, with respect to the interest of the loss payee, shall not become invalid because of:

- 139 1. an act of negligence of the owner or borrower, except the failure to pay the premium when due; or
- 140 2. a change in the ownership or interest unknown to **us**, unless the loss payee knew of it and failed to tell **us** within 10 days; or
- 141 3. an error in the description of the vehicle; or
- 142 4. damage to the property caused by **you**.

143
144 **We** may cancel this policy according to its terms. The date of cancellation of the loss payee's interest will be at least 10 days after the date **we** mail
145 or electronically transmit the cancellation notice.

146 Whenever **we** pay the loss payee any sum for **loss** or damage under this policy, **we** will be entitled to the loss payee's right of recovery to the
147 extent of **our** payment. **Our** right of recovery shall not impair the loss payee's right to recover the full amount of its claim.

148 149 150 **DUTIES AFTER AN ACCIDENT OR LOSS**

151 152 **1. Notice to Us of an Accident or Loss**

153 The **insured** must give **us** or one of **our** agents written notice of the accident or loss as soon as reasonably possible.

154 The notice must give **us**:

- 155 a. the **insured's** name; and
156 b. the names and addresses of all **persons** involved; and
157 c. the hour, date, place and facts of the accident or loss; and
158 d. the names and addresses of witnesses.

159 **2. Notice to Us of Claim or Suit**

160 If a claim or suit is made against any **insured**, an **insured** must at once send **us** every demand, notice or claim made and every summons or
161 legal process received, including petitions filed in a court of law and amended petitions.

162 **3. Other Duties Under the Physical Damage Coverages**

163 When there is a **loss**, **you** or the owner of the property also shall:

- 164 a. submit a proof of loss when required by **us**. The proof of loss shall include, but not be limited to:
- 165 i. the date, time, and cause of **loss**,
 - 166 ii. the interest of the **insured** and all others in the property,
 - 167 iii. all debts or liens on the property,
 - 168 iv. all other insurance policies that apply to the **loss**, and
 - 169 v. changes in title, use, garaging location or possession of the property.
- 170 b. make a prompt report to the police when the **loss** is the result of theft, larceny or vandalism.
171 c. protect the damaged vehicle. **We** will pay any reasonable expense incurred to do it.
172 d. show **us** the damage when **we** ask.
173 e. provide all records, receipts and invoices, or certified copies of them. **We** may make copies and/or store or replicate these.

174 Failure to provide all required information may result in denial of any coverage if **we** can establish that **our** rights have been prejudiced by the
175 lack of such information.

176 **4. Other Duties Under PART B - MEDICAL PAYMENTS COVERAGE, PART C - UNINSURED MOTOR VEHICLE COVERAGE and**
177 **UNDERINSURED MOTOR VEHICLE coverage**

178 Any **person** who suffers a **bodily injury** and intends to present a claim under one of these coverages must notify **us** of the claim in writing as
179 soon as reasonably possible after the **person's** first examination or treatment resulting from the **bodily injury**. Another **person** may give **us**
180 the required notice on behalf of the injured **person**.

181 The **person** making claim under any of these coverages also shall:

- 182 a. give **us** all the details about the death, injury, treatment and other information, records and reports **we** need to determine the amount
183 payable.
184 b. be examined by physicians chosen and paid by **us** as often as **we** deem reasonable and necessary. A copy of the report will be sent to
185 the injured **person** upon written request. If the **person** is dead or unable to act, his or her legal representative shall authorize **us** to obtain
186 all medical reports and records. These requests for examinations do not waive **our** right later to an independent medical examination
187 should suit be filed.
188 c. let **us** see the vehicle the **person** was **occupying** in the accident.
189 d. send **us** at once a copy of all suit papers if the **person** sues the party liable for the accident for damages.
190 e. report a "phantom vehicle" accident to the police within 24 hours and to **us** within 30 days and provide **us** with:
- 191 1) the name and address, if known, of the owner or operator of the "phantom vehicle"; or
 - 192 2) the registration number or description of such vehicle; or
 - 193 3) a description of the "phantom vehicle" and any witnesses to the accident; or
 - 194 4) any other available information to establish that there is no applicable motor vehicle liability insurance.

195 Failure of the **insured** to report a "phantom vehicle" accident and to provide the information requested concerning such vehicle may
196 result in the denial of any insurance coverage otherwise available if **we** can establish that **our** rights have been prejudiced by the lack of
197 such notice.

198 **5. Insured's Duty to Cooperate With Us**

199 Any and all **insured's** shall cooperate with **us** and assist **us** in any way **we** ask to include, but not limited to:

- 200 a. making settlements;
201 b. securing and giving evidence including but not limited to providing a written and/or recorded statement as **we** deem necessary;
202 c. attending and getting witnesses to attend hearings and trials;
203 d. answering questions under oath when asked by anyone **we** name, as often as **we** deem reasonable and necessary, and sign copies of
204 the answers. Such examinations under oath may be conducted separately at **our** option.

205 No **insured** shall, except at his or her own cost, voluntarily:

- 206 a. make any payment or assume any obligation to others; or
207 b. incur any expense, other than for first aid to others.

213 **PART A - LIABILITY COVERAGE**

214 Subject to all terms of this contract, **you** have this coverage if Bodily Injury Liability and Property Damage Liability appear on the Automobile
215 Declaration, and the appropriate premium for the Limits shown has been paid.

216 **We** will:

- 217 1. pay damages to which PART A – LIABILITY COVERAGE of this policy applies and for which an **insured** becomes legally liable to pay because
218 of:
- 219 a. **bodily injury** to others; and/or
 - 220 b. physical injury or damage to, or destruction of, tangible property including loss of its use;
- 221 caused by accident and resulting from the **use** of an **auto** or **trailer** insured under this PART A – LIABILITY COVERAGE, and
222 2. defend any suit against an **insured** for such **bodily injury** or property damage to which PART A – LIABILITY COVERAGE of this policy applies
223 with attorneys hired and paid by **us**. **We** will not defend any suit after **we** have paid the applicable limit of **our** liability for the accident which is
224 the basis of the lawsuit. **We** have no obligation to defend any claim which is not covered under this policy.
225
226

227 In addition to what may be paid under the limits of liability on an accident to which PART A – LIABILITY COVERAGE of this policy applies, **we** will
228 pay for an **insured** any costs listed below resulting from such accident and incurred in a suit **we** defend.

- 229 1. All costs **we** incur in the defense of a covered claim.
230 2. Court costs of any suit for damages **we** defend.
231 3. Interest on damages owed by the **insured** due to a judgment and accruing:

- 232 a. after the judgment, and until **we** pay, offer to pay, or deposit in court, that part of the judgment which does not exceed the limit of liability for
 233 this coverage; or
 234 b. before the judgment, where owed by law, and until **we** pay, offer to pay, or deposit in court, that part of the judgment which does not exceed
 235 the limit of liability for this coverage, but only on that part of the judgment **we** pay.
 236 4. Premiums or costs of bonds:
 237 a. to secure the release of an **insured's** property attached under a court order;
 238 b. required to appeal a decision in a suit for damages if **we** elect to appeal and have not paid **our** limit of liability that applies to the suit; and
 239 c. up to \$250 for each bail bond needed because of an accident or traffic violation.
 240 **We** have no duty to furnish or apply for any bonds. The amount of any bond **we** pay for shall not be more than **our** limit of liability.
 241 5. Expense incurred by an **insured**:
 242 a. for loss of wages or salary up to \$100.00 per day if **we** ask the **insured** to attend the trial of a civil suit;
 243 b. at **our** request.
 244 **We** will not pay anyone more than once for the same cost or expense identified in 1-5 above.
 245 **We** may investigate, negotiate and settle any claim or suit without the authorization of any **insured**.

246
 247 **Coverage for Your Auto and the Use of Other Autos**

248 Subject to **Who is an Insured** below and subject to all other applicable provisions within the policy, when Bodily Injury Liability and Property
 249 Damage Liability are shown on the Declaration, PART A – LIABILITY COVERAGE extends to the **use**, by an **insured**, of **your auto**, a **newly**
 250 **acquired auto**, a **temporary substitute auto** or a **non-owned auto** in a covered accident

251 If:

- 252 1. **your** policy with **us** has multiple vehicles showing Bodily Injury Liability and Property Damage Liability coverage; and/or
 253 2. **you** have multiple policies with **us** showing Bodily Injury Liability and Property Damage Liability; and
 254 a. an **auto** or **trailer** shown on an Automobile Declaration of one of **your** policies with **us** is involved in a covered accident only the coverage
 255 from the Declaration of the **auto** or **trailer** involved in the accident will apply;
 256 b. a **temporary substitute auto** is involved in a covered accident only the coverage from the Declaration of **your auto** the **temporary**
 257 **substitute auto** is temporarily replacing, will apply;
 258 c. a **newly acquired auto** which replaces one of **your autos** is involved in a covered accident only the coverage from the Declaration of **your**
 259 **auto** the **newly acquired auto** replaces will apply;
 260 d. a **newly acquired auto** which is an added **auto** is involved in a covered accident, only the coverages from **your** one Declaration with the
 261 highest limit in force at the time of the purchase of the **newly acquired auto** and in force at the time of the accident, will apply;
 262 Regarding c. and d. above, there is no PART A – LIABILITY COVERAGE on this policy for a **newly acquired auto** if there is any other liability
 263 coverage available from any other source.
 264 e. a **non-owned auto** is involved in a covered accident only the coverage from **your** one Declaration with the highest limit, in force at the time
 265 of the accident, will apply.
 266 Only one of **your** Declarations will apply to any vehicle and/or driver in a covered accident.

267 **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL BE ALLOWED BY THIS POLICY.**

268
 269 **Who is an Insured**

270 I. When **we** refer to **your auto**, a **newly acquired auto**, **temporary substitute auto** or a **trailer** to which PART A – LIABILITY COVERAGE of this
 271 policy applies, **insured** means **you**, and if **you** are:

- 272 1. A **person**, **insured** also means:
 273 A. **your spouse**;
 274 B. the **family members** of the first **person** listed as the Named Insured on this policy;
 275 C. any other **person** while **using** such an **auto** or **trailer** if its **use** is within the scope of consent of **you** or **your spouse**; and
 276 D. any other **person** or organization liable for the **use** of such an **auto** or **trailer** by one of the above **insureds**.
 277 2. A partnership or joint venture, **insured** also means:
 278 A. **your** members or partners;
 279 B. the **person(s)** listed as Designated Representative and Scheduled Operator on this policy's Automobile Declaration(s);
 280 C. the **spouse** of the first **person** listed as Designated Representative on the Automobile Declaration;
 281 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of consent of a **person** listed as Designated
 282 Representative on the Automobile Declaration;
 283 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you** or one of the **insureds** identified in paragraphs 2.A.-
 284 D. above, provided that the **use** of the **auto** at the time of the accident when referring to the **insureds** identified in paragraph 2. A. was
 285 in respect to activities associated with the partnership or joint venture shown as Named Insured on this policy.
 286 3. A limited liability company, **insured** also means:
 287 A. **your** members or managers;
 288 B. the **person(s)** listed as Designated Representative and Scheduled Operator on this policy's Automobile Declaration(s);
 289 C. the **spouse** of the first **person** listed as Designated Representative on the Automobile Declaration;
 290 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of consent of a **person** listed as Designated
 291 Representative on the Automobile Declaration;
 292 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you** or one of the **insureds** identified in paragraphs 3.A.-
 293 D. above, provided that the **use** of the **auto** at the time of the accident when referring to the **insureds** identified in paragraph 3. A. was
 294 in respect to activities associated with the limited liability company shown as Named Insured on this policy.
 295 4. A Corporation, **insured** also means:
 296 A. **your** officers, directors or shareholders;
 297 B. the **person(s)** listed as Designated Representative and Scheduled Operator on this policy's Automobile Declaration(s);
 298 C. the **spouse** of the first **person** listed as Designated Representative on the Automobile Declaration;
 299 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope of consent of a **person** listed as Designated
 300 Representative on the Automobile Declaration;
 301 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you** or one of the **insureds** identified in paragraphs 4.A.-
 302 D. above, provided that the **use** of the **auto** at the time of the accident when referring to the **insureds** identified in paragraph 4. A. was
 303 in respect to activities associated with the Corporation shown as Named Insured on this policy.
 304 5. A Trust or other entity, **insured** also means:
 305 A. **your** executors, administrators, trustees, or directors, of the Trust or other entity;
 306 B. the **person(s)** listed as Designated Representative and Scheduled Operator on this policy's Automobile Declaration(s);
 307 C. the **spouse** of the first **person** listed as Designated Representative on the Automobile Declaration;
 308 D. any other **person** while **using** such **auto** or **trailer** if its **use** is within the scope and consent of a **person** listed as Designated

309 Representative on the Automobile Declaration;
310 E. any other **person** or organization liable for the **use** of such **auto** or **trailer** by **you** or one of the **insureds** identified in paragraphs 5.A.-
311 D. above, provided that the **use** of the **auto** at the time of the accident when referring to the **insureds** identified in paragraph 5. A. was
312 in respect to activities associated with the Trust or other entity shown as Named Insured on this policy.
313

314 **II. When we refer to a non-owned auto, insured means:**

- 315 1. If the first party listed as the Named Insured on the Automobile Declaration is a **person**, then that **person** is an **insured**, as well as;
316 A. his/her **spouse**;
317 B. his/her **family members**, provided the **person** claiming coverage does not own or lease an **auto**;
318 2. If the first party listed as the Named Insured on the Automobile Declaration is not a **person**, then the entity listed and the first **person** listed
319 as Designated Representative on the Automobile Declaration is an **insured**, as well as;
320 A. his/her **spouse**;
321 B. his/her **family members**, provided the **person** claiming coverage does not own or lease an **auto**;
322 3. Any **person** or organization which does not own or hire the **auto** but is liable for its use by one of the **persons** or entities identified in 1. or 2.
323 There is no coverage for **non-owned autos** while:
324 a. being repaired, serviced or used by any **person** while that **person** is working in any **auto business**; or
325 b. used in any other **business** or occupation other than farming. This does not apply to a **private passenger auto** driven or occupied by the
326 first **person** listed as the Named Insured on the Automobile Declaration, their **spouse** or **family members**, or if the first party listed as the
327 Named Insured is not a **person** then this does not apply to a **private passenger auto** driven or occupied by the first **person** listed as
328 Designated Representative on the Automobile Declaration, their **spouse** or their **family members**.
329

330 **Trailer Coverage**

331 I. PART A – LIABILITY COVERAGE extends to a **trailer** described on an Automobile Declaration of this policy if the Declaration shows Bodily
332 Injury Liability and Property Damage Liability for that **trailer**. If such **trailer** showing Bodily Injury Liability and Property Damage Liability on the
333 Declaration of this policy is attached to a pulling unit which is also covered for PART A – LIABILITY COVERAGE either on this policy or another
334 policy issued by **us**, then only the highest limit of coverage applies. No more than one limit for Bodily Injury Liability and Property Damage
335 Liability from all Declarations issued by **us** on the **trailer**, pulling unit, or operator will apply when a **trailer** and a pulling unit are attached. This
336 one highest limit of coverage from the **trailer**, pulling unit, or operator will be excess to any other liability insurance from any other source.
337

338 If a **trailer** showing Bodily Injury Liability and Property Damage Liability on an Automobile Declaration of this policy is attached to a vehicle **we**
339 do not insure, but the pulling unit and/or operator has other insurance available elsewhere, is bonded or self-insured for liability, or is owned by
340 any level of government or any of its subdivisions or agencies, **our** coverage does not apply, unless the total sums of protection available to the
341 pulling unit is less than the limit for Bodily Injury Liability and Property Damage Liability shown for the **trailer** on the Automobile Declaration of
342 this policy, in which case **our** limit on such Declaration may apply as excess up to the difference between the total amount of protection
343 available elsewhere to the pulling unit and/or operator and the limit on the **trailer** shown on the Automobile Declaration of this policy.
344

345 II. PART A – LIABILITY COVERAGE on this policy extends to a **trailer** not insured by **us** for PART A – LIABILITY COVERAGE on this policy or any
346 other policy issued by **us**, while it is attached to an **auto** which is covered under PART A – LIABILITY COVERAGE of this policy. Only the limit
347 shown on the Declaration as provided to the pulling unit for Bodily Injury Liability and Property Damage Liability applies to both the pulling unit
348 and the **trailer**, for a covered accident. This one limit of coverage will be excess to any other liability insurance from any other source.
349

350 III. PART A – LIABILITY COVERAGE on this policy extends to **your** use of a **trailer** not insured by **us** for PART A – LIABILITY COVERAGE on this
351 policy or any other policy issued by **us**:

- 352 a. while it is not attached to any vehicle, and
353 b. only if it is not owned by **you** or available for **your** regular use, and
354 c. only if it has a load capacity of less than 2,000 pounds.

355 Only **your** one Declaration with the highest limit shown for Bodily Injury Liability and Property Damage Liability in effect at the time of the
356 covered accident will apply. This coverage will be excess to any other liability insurance on such **trailer**.
357

358 IV. PART A – LIABILITY COVERAGE will extend to a **trailer** not insured by **us** for PART A – LIABILITY COVERAGE on this policy or any other
359 policy issued by **us**, while it is not attached to a vehicle, but only while being used in **your** farming operations at the time of the loss. It must not
360 be owned by **you** and it must temporarily replace a **trailer** showing Bodily Injury Liability and Property Damage Liability on an Automobile
361 Declaration of this policy because that **trailer** showing Bodily Injury Liability and Property Damage Liability on the Automobile Declaration of this
362 policy is out of use as a result of its breakdown, repair, damage or loss. Only the Declaration in effect on **your trailer** which is out of use will
363 apply. This coverage will be excess to any other liability insurance on such non-owned **trailer**.
364

365 In addition to all other limitations, restrictions and exclusions pertaining to trailers in PART A – LIABILITY COVERAGE, there is no coverage
366 provided:

- 367 1. For any trailer designed to carry **persons**;
368 2. For any trailer used in any type of **auto business**;
369 3. For any pulling unit, except as provided in paragraph I. above;
370 4. For any trailer not designed for use with a **private passenger auto**.
371

372 **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL BE ALLOWED BY THIS POLICY.**

373 **Limits of Liability**

374 The amount shown on the Automobile Declaration under **Limits** for Bodily Injury Liability and Property Damage – Per Person refers to all
375 damages including damages for care and loss of services or consortium, arising out of and due to **bodily injury** to one **person**. The amount
376 shown on the Automobile Declaration under **Limits** for Bodily Injury Liability - Per Accident refers to the amount, subject to the per person limit
377 shown under Per Person, for all such damages arising out of and due to **bodily injury** to more than one **person** in the same accident. The
378 amount shown on the Automobile Declaration under **Limits** for Property Damage Liability – Per Accident refers to all property damage in the
379 same accident.
380

381 **Our** limit of liability for covered losses will not exceed the amount shown under **Limits** for Bodily Injury Liability and Property Damage Liability on
382 **your** Declaration.

383 Only one of **your** Declarations will apply to any vehicle and/or driver in a covered accident.
384

385 1. **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL BE ALLOWED BY THIS POLICY.**

- 386 This is true regardless of the number of:
- 387 a. **Insureds**;
- 388 b. Policies issued;
- 389 c. Claims made;
- 390 d. Vehicles shown or premiums paid on the policy;
- 391 e. Vehicles involved in the accident; or
- 392 f. **Persons**, entities or organizations that may be insured.
- 393 2. In regard to an accident covered by PART A – LIABILITY COVERAGE, **our** limit of liability for all damages, including but not limited to those
- 394 costs resulting from clean-up, testing, monitoring, abating, mitigating, removal, remediation, treating, or disposal, arising out of the actual,
- 395 alleged or threatened discharge, dispersal, seepage, migration, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic
- 396 chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere, any water
- 397 course, or body of water will not exceed the limit(s) of liability mandated by the applicable Financial Responsibility Law. This provision does
- 398 not increase **our** total limit of liability. All damages from continuous or repeated exposure to substantially the same conditions will be
- 399 considered as resulting from one accident.
- 400 3. Regardless of the opening paragraph under **Limits of Liability** above and the limits of Bodily Injury Liability and Property Damage Liability
- 401 shown on the Automobile Declaration, the limits of liability will not exceed the applicable limit of liability mandated by the Financial
- 402 Responsibility Law of the state in which the accident occurred for:
- 403 a. Any **person**, entity or organization **using your auto**, a **newly acquired auto**, **temporary substitute auto**, or **trailer** to which PART A –
- 404 LIABILITY COVERAGE applies, other than:
- 405 1) **You** and the **person(s)** shown as Designated Representative on this policy's Automobile Declaration(s), whose driver's license is not
- 406 suspended or revoked on the date of the accident;
- 407 2) **Your spouse**, whose driver's license is not suspended or revoked on the date of the accident;
- 408 3) **Your family member**:
- 409 a. whose driver's license is not suspended or revoked on the date of the accident;
- 410 b. whose driver's license has not been expired more than one year prior to the accident;
- 411 c. who is not a **person** who has never had a driver's license;
- 412 d. whose **use** of such **auto** is within the scope of consent of **you**, **your spouse**, or a **person** shown as Designated Representative
- 413 on this policy's Automobile Declaration(s);
- 414 4) A Scheduled Operator not already identified in paragraphs 3.a., 1) - 3) d. above, who is shown on this policy's Automobile
- 415 Declaration(s) as of the date of the accident, and:
- 416 a. whose driver's license is not suspended or revoked on the date of the accident;
- 417 b. whose driver's license has not been expired more than one year prior to the accident;
- 418 c. who is not a **person** that has never had a driver's license;
- 419 d. whose **use** of such **auto** is within the scope of consent of **you**, **your spouse**, or a **person** shown as Designated Representative
- 420 on this policy's Automobile Declaration(s).
- 421 b. Any **person**, entity or organization **using a non-owned auto** to which PART A – LIABILITY COVERAGE applies, other than:
- 422 1) **You** and the **person(s)** shown as Designated Representative on this policy's Automobile Declaration(s), whose driver's license is not
- 423 suspended or revoked on the date of the accident;
- 424 2) **Your spouse**, whose driver's license is not suspended or revoked on the date of the accident;
- 425 3) **Your family member**:
- 426 a. whose driver's license is not suspended or revoked on the date of the accident;
- 427 b. whose driver's license has not been expired more than one year prior to the accident;
- 428 c. who is not a **person** that has never had a driver's license;
- 429 d. who does not own, lease, or hire an **auto**; and
- 430 e. whose **use** of such **non-owned auto** is within the scope of consent of **you** or **your spouse**;
- 431 4) A Scheduled Operator not already identified in paragraphs 3.b. 1) – 3)e. above, who is shown on this policy's Automobile
- 432 Declaration(s) as of the date of the accident, and:
- 433 a. whose driver's license is not suspended or revoked on the date of the accident;
- 434 b. whose driver's license has not been expired more than one year prior to the accident;
- 435 c. who is not a **person** that has never had a driver's license;
- 436 d. who does not own, lease, or hire an **auto**;
- 437 e. whose **use** of such **non-owned auto** is within the scope of consent of **you**, **your spouse**, or a **person** shown as Designated
- 438 Representative on this policy's Automobile Declaration(s).
- 439 4. Any payment made to a **person** under PART C – UNINSURED MOTOR VEHICLE COVERAGE of this policy for the same accident shall
- 440 reduce any amount payable to that **person** under PART A – LIABILITY COVERAGE of this policy.
- 441 5. **Persons** having a derivative claim including but not limited to a claim for loss of care or services do not constitute a separate and distinct
- 442 **bodily injury** or limit of coverage. Only one "Per Person" limit applies for all damages and claims of all claimants arising out of one **person's**
- 443 **bodily injury**.
- 444 6. Subject to all other terms of this **Limits of Liability** section, the limits of liability for **trailers** is found in the section titled **Trailer Coverage** of
- 445 PART A – LIABILITY COVERAGE.
- 446

When PART A – LIABILITY COVERAGE Does Not Apply

This policy shall comply with any motor vehicle compulsory insurance law or financial responsibility law to the extent required and in addition to the limitations of coverage stated in other sections of PART A - LIABILITY COVERAGE:

There is no coverage:

1. While any vehicle insured under this section is:
 - a. rented to others;
 - b. being repaired, serviced or used by any **person** employed or engaged in any way in an **auto business**. This does not apply to:
 - 1) **you** and the first **person** listed as Designated Representative on the Automobile Declaration;
 - 2) **your spouse** and the **spouse** of the first **person** listed as Designated Representative on the Automobile Declaration;
 - 3) any **family member** of **you** and any **family member** of the first **person** listed as Designated Representative on the Automobile Declaration;
 - 4) any resident of **your** household and any resident of the household of the first **person** listed as Designated Representative on the Automobile Declaration.
- This coverage is excess for those **persons** identified in sub-paragraph 4) of 1.b. above.
2. For any **bodily injury** including, but not limited to, all consequential, pecuniary, and/or statutory damages arising in any way out of, or derivative of, any **bodily injury**:

- 463 a. to a fellow employee while on the job and arising from the **use** of a vehicle by another employee in the employer's **business**. **You** and
464 **your spouse**, and the first **person** listed as Designated Representative on the Automobile Declaration, and their **spouse**, are covered for
465 such injury to a fellow employee.
- 466 b. to any **business** employee of:
- 467 i. any **insured**;
- 468 ii. a spouse or **family member** of:
- 469 1. any Designated Representative or any Scheduled Operator shown on this policy's Declaration(s);
- 470 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A., or 5.A. of the section **Who is an Insured**, paragraph I., of
471 PART A – LIABILITY COVERAGE;
- 472 arising out of and/or in the course of his or her employment by any such **person** identified in 2.b. i) or 2.b. ii) above.
- 473 This exclusion 2. b. does not apply to **bodily injury** not otherwise excluded:
- 474 i. to a household employee or domestic employee who is not covered by, or who is not entitled or required to be covered under, any
475 workers compensation insurance or benefits.
- 476 c. to the spouse, child, parent, brother or sister of any employee as a consequence of a. or b. above.
- 477 Exclusions a. through c. above apply whether the **insured** may be liable as an employer or in any other capacity, and to any obligation to share
478 damages with, or to repay, someone else who must pay damages because of injury.
- 479 d. to any **insured** or any **insured's family member** to the extent the limits of liability of this policy exceed the limits of liability required by law.
480 If any other liable party has met the limits required by the Financial Responsibility Laws in the state where the accident occurs, this PART A
481 – LIABILITY COVERAGE does not apply.
- 482 e. which arises out of the transmission of a communicable disease by any:
- 483 i. **insured**;
- 484 ii. **spouse** or **family member** of:
- 485 1. any Designated Representative or any Scheduled Operator shown on this policy's Declaration(s);
- 486 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A., or 5.A. of the section **Who is an Insured**, paragraph I., of
487 PART A – LIABILITY COVERAGE.
- 488 3. For:
- 489 a. any **bodily injury** or property damage for which the United States of America, or State Government, or State Institution, or State Entity, or
490 any of their departments or agencies might be liable for the **insured's use** of any vehicle.
- 491 b. property damage to property owned by, rented to, in the care, custody, control or charge of, or transported by:
- 492 i. an **insured**;
- 493 ii. a **spouse** or **family member** of:
- 494 1. any Designated Representative or any Scheduled Operator shown on this policy's Declaration(s);
- 495 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A., or 5.A. of the section **Who is an Insured**, paragraph I., of
496 PART A – LIABILITY COVERAGE;
- 497 But coverage applies to:
- 498 1) a residence or private garage rented to **you** and damaged by a vehicle **we** insure on this policy; or
- 499 2) an **auto**:
- 500 a. operated by any **insured**; and
- 501 b. owned by a **person** or organization engaged in the **business** of selling, repairing or servicing motor vehicles; and
- 502 c. loaned to any **insured** for demonstration purposes or as a replacement for **your auto** while it is out of use due to breakdown, repair
503 or servicing.
- 504 3) an **auto**:
- 505 a. in **your** possession, and
- 506 b. owned by **your** employer, and
- 507 c. damaged by **your** or **your family member's** negligence, or the first listed Designated Representative's or their **family member's**
508 negligence, arising out of the **use of your auto**, a **newly acquired auto**, a **non-owned auto**, a **temporary substitute auto** not
509 owned, leased, or provided by **your** employer, or a **trailer** covered by PART A – LIABILITY COVERAGE of this policy.
- 510 **We** will not pay more than twenty-five thousand dollars (\$25,000) for such damages addressed in 3. b. 3) above.
- 511 4. For any obligation of:
- 512 a. **You**;
- 513 b. Any **insured**;
- 514 c. Any **spouse** or **family member** of:
- 515 i. Any Designated Representative or Scheduled Operator shown on this policy's Declaration(s); or
- 516 ii. Any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A. or 5.A., of the section **Who is an Insured**, paragraph I., of PART
517 A – LIABILITY COVERAGE;
- 518 d. Any insurer of those identified in 4.a. through c. above;
- 519 under any type of **compensation law** or similar law.
- 520 This exclusion applies whether those identified in 4.a. through d. above may be liable as an employer or in any other capacity, and to any
521 obligation to share damages with, or to fully or partially reimburse a third party for such damages including, but not limited to, damages paid
522 under unemployment compensation laws, non-occupational disability, occupational disease benefits, the Federal Employers' Liability
523 Act, or the Jones Act.
- 524 5. For liability assumed by:
- 525 a. **You**;
- 526 b. Any **insured**;
- 527 c. Any **spouse** or **family member** of:
- 528 i. Any Designated Representative or Scheduled Operator shown on this policy's Declaration(s); or
- 529 ii. Any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A, 4.A. or 5.A., of the section **Who is an Insured**, paragraph I., of PART
530 A – LIABILITY COVERAGE;
- 531 under, or arising out of a breach of, any oral or written contract or agreement.
- 532 6. For:
- 533 a. any **insured** who is an insured under a nuclear energy liability policy or who would be an insured under a nuclear energy liability policy but
534 for its termination upon exhaustion of its limit of liability;
- 535 b. any **bodily injury** or property damage resulting from the explosion of any weapon employing atomic fission or fusion;
- 536 c. any **bodily injury** or property damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused;
- 537 d. any **bodily injury** or property damage resulting from the hazardous properties of nuclear materials.
- 538 7. For liability of any **insured** for punitive or exemplary damages.
- 539 8. For **bodily injury** or property damage if an **insured's** conduct contributed to such **bodily injury** or property damage by seeking to elude lawful

- 540 apprehension or arrest by a police officer, or while committing a felonious act.
- 541 9. For **bodily injury** or property damage arising from the **use** of any vehicle designed for racing or any other vehicle while competing in, practicing
- 542 for, or preparing for, any racing or speed contest or other competitive event. Competitive event does not include participation in a parade or
- 543 car show.
- 544 10. For **bodily injury** or property damage expected or intended by an **insured** even if the resulting **bodily injury** or property damage is of a
- 545 different kind, quality or degree than initially expected or intended, or is sustained by a different **person**, entity, real or personal property, than
- 546 initially expected or intended.
- 547 11. For **bodily injury** or property damage resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation, or
- 548 relations.
- 549 12. For any actual, alleged, threatened or adjudicated **bodily injury** or property damage resulting from physical, mental or emotional injury or
- 550 damage including, but not limited to, that derived from abuse, harassment, belittlement, disparagement, revilement, castigation, chastisement,
- 551 criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether through physical, verbal, imaged,
- 552 texted, electronically transmitted, telephonic, or any other means.
- 553 13. While any vehicle is operated by or is under the control of any **person** shown as a Restricted Driver on the Automobile Declaration.
- 554 14. For any vehicle or driver of such vehicle, otherwise covered by this policy, while such vehicle is being used at the time of an accident as a
- 555 public livery or conveyance to transport or carry **persons** or property for any compensation or suggested donation. This includes, but is not
- 556 limited to:
- 557 a. while a driver is logged onto a **transportation network company's** digital network; or
- 558 b. while a driver provides a prearranged ride.
- 559

560 **If There Is Other Liability Coverage**

561 1. Policies Issued by Us:

562 Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, if two or more vehicle liability policies issued by **us** to:

563 a. **you**,

564 b. **your spouse**,

565 c. **your family members**,

566 d. the **person(s)** shown as Designated Representative on this policy's Automobile Declaration(s), their **spouse** or **family members**, or

567 e. any entity owned or controlled by **you**, **your spouse**, the **person(s)** shown as Designated Representative on this policy's Automobile

568 Declaration(s) or their **spouse(s)**,

569 apply to the same driver and/or vehicle in a covered accident, the total limits of liability under all such policies shall not exceed that of the

570 policy with the highest limit for Bodily Injury Liability and Property Damage Liability showing on a Declaration of that policy which applies to

571 such driver and/or vehicle. Only one Declaration with the highest limit of liability will apply.

572 2. Liability Coverage Available From Other Sources:

573 Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, and subject to all other terms of this section and of PART A –

574 LIABILITY COVERAGE, if there is coverage available:

575 a. under one or more policies of insurance issued by any other insurance carrier or by **us** to a **person(s)** or entity(s) other than those

576 identified in paragraph 1 above; and/or

577 b. from a party that is self-insured under any motor vehicle financial responsibility law, a motor carrier law or any similar law;

578 for the same accident, this coverage will apply only as excess over such other coverage.

579 3. **Newly Acquired Auto:**

580 This coverage does not apply if there is other vehicle liability coverage on a **newly acquired auto**.

581 4. **Trailers:**

582 In regard to **trailers**, see the section titled **Trailer Coverage** of PART A – LIABILITY COVERAGE for terms pertaining to when there is other

583 liability insurance.

584 **NO STACKING OR AGGREGATION OF PART A – LIABILITY COVERAGE WILL BE ALLOWED BY THIS POLICY.**

585 **Motor Vehicle Compulsory Insurance Law or Financial Responsibility Law**

586 1. Out-of-State Coverage:

587 If an **insured** under the liability coverage is in another state, U.S. territory or possession, Puerto Rico, or Canada and, as a non-resident,

588 becomes subject to its motor vehicle compulsory insurance, financial responsibility or similar law for a covered loss:

589 a. the policy will be interpreted to give the coverage required by the law; and

590 b. the coverage so given replaces any coverage in this policy to the extent required by the law for the **insured's use** of an **auto** insured

591 under this policy.

592 Any coverage so extended shall be reduced to the extent other coverages apply, including PART B – MEDICAL PAYMENTS COVERAGE, to

593 the accident. In no event shall a **person** collect more than once.

594 2. Financial Responsibility Law:

595 When certified under any law as proof of future financial responsibility, and while required during the policy period, this policy shall comply with

596 such law to the extent required. The **insured** agrees to repay **us** for any payment **we** would not have had to make under the terms of this

597 policy except for this agreement.

598

599

600

601

602

603

604 **PART B - MEDICAL PAYMENTS COVERAGE**

605 Subject to all terms of this contract, **you** have this coverage if Medical Payments appears on the Automobile Declaration, and the appropriate

606 premium for the Limit shown has been paid.

607 **MEDICAL EXPENSES**

608 **We** will pay reasonable medical expenses billed or the amounts which the healthcare provider has accepted from any governmental program

609 including but not limited to Medicare, Medicaid, or similar program or private health insurer or health plan in payment of the bills, liens, judgments or

610 claims for such medical expenses, whichever is less, for **bodily injury** caused by accident, for services furnished within three years of the date of

611 the accident. These expenses are for necessary medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and funeral services,

612 eyeglasses, hearing aids and prosthetic devices. The **bodily injury** must be discovered and treatment commenced within one year of the date of

613 the accident.

614 Reasonable medical expenses do not include expenses:

615 1. for treatment, services, products or procedures that are:

616 a. experimental in nature, for research or not primarily designed to serve a medical purpose; or

- 617 b. not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment
618 of the **bodily injury**; or
619 2. incurred for:
620 a. the use of thermography or other related procedures of a similar nature; or
621 b. the use of acupuncture or other related procedures of a similar nature; or
622 c. the purchase or rental of equipment not primarily designed to serve a medical purpose; or
623 d. massage therapy.

624 **We** have the right to engage reviewers, consultants and data providers in formulating **our** judgment as to whether the charges are reasonable and
625 necessary charges for the **bodily injury** sustained. The determination of whether charges are reasonable and necessary charges may be made
626 after the **insured** has received the goods and services for which the charges are made. The fact that a licensed healthcare provider furnished,
627 rendered or prescribed the goods and services is not solely determinative of whether the charges made for them are reasonable and necessary
628 charges.

630 **Persons for Whom Medical Expenses Are Payable**

631 **We** will pay medical expenses for **bodily injury** sustained by an **insured** in a covered accident.

632 **Who is an Insured**

633 **Insured** for purposes of PART B – MEDICAL PAYMENTS COVERAGE means:

- 634 1. the first **person** listed as the Named Insured on the Automobile Declaration and the first **person** listed as the Designated Representative on the
635 Automobile Declaration;
- 636 2. any **family member** of the **person** identified in 1. above;
- 637 3. any Scheduled Operator(s) shown on the Automobile Declaration as of the date of the accident.

638 These **persons** identified in 1., 2., or 3. above, must have sustained the **bodily injury**:

- 639 a. while they operate or **occupy** a vehicle covered under PART A - LIABILITY COVERAGE of this policy; or
- 640 b. through being struck while on a bicycle or as a pedestrian by a motor vehicle or **trailer**. A pedestrian means a **person** who is not
641 **occupying** a motor vehicle, **trailer** or bicycle.
- 642 4. any other **person** while **occupying**:
 - 643 a. a vehicle covered under PART A - LIABILITY COVERAGE of this policy, except a **non-owned auto**. The vehicle has to be operated by a
644 **person** who is an **insured** under PART A - LIABILITY COVERAGE of this policy;
 - 645 b. a **non-owned auto**. The **bodily injury** has to result from such **non-owned auto**'s operation or **occupancy** by a **person** listed as the
646 Named Insured on the Automobile Declaration or a **person** listed as Designated Representative on the Automobile Declaration, the **spouse**
647 or **family member** of either, or a Scheduled Operator shown on the Automobile Declaration as of the date of the accident.

649 **Payment of Medical Expenses**

650 **We** may pay the injured **person** or any **person** or organization performing the services.

652 **Limit of Liability**

653 The amount of coverage for medical expenses, including funeral services, is shown on the Automobile Declaration under **Limits** for Medical
654 Payments. The maximum amount payable per **person** under PART B – MEDICAL PAYMENTS COVERAGE for funeral services is the limit for
655 Medical Payments shown on the Declaration or \$6,000, whichever is less.

656 Subject to all other terms of this coverage, only one of **your** Declarations showing Medical Payments will apply in a covered accident.

- 657 1. A motor vehicle and attached **trailer** are one vehicle and:
 - 658 a. If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on both the **trailer** and the pulling unit in a covered accident, only the one
659 Declaration showing the highest limit of Medical Payments applies.
 - 660 b. If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on the towing unit only, then **we** will pay no more than the towing unit's
661 one limit of coverage in a covered accident.
 - 662 c. If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on the **trailer** in a covered accident, but **we** do not insure the towing unit
663 for PART B – MEDICAL PAYMENTS COVERAGE, then the limit of Medical Payments **we** show for the **trailer** is excess coverage over any
664 other coverage available to the towing unit, operator, or the **trailer**.
- 665 2. The limit shown on the Automobile Declaration for Medical Payments is **our** maximum limit for each **person** injured in any one accident. This is
666 the most **we** will pay regardless of the number of:
 - 667 a. **insureds**;
 - 668 b. claims made;
 - 669 c. applicable insurance policies;
 - 670 d. vehicles or premiums shown on the policy; or
 - 671 e. vehicles involved in the accident.

672 Subject to all other terms of this coverage, when an injured **insured** in a covered accident is **occupying** a vehicle showing Medical Payments
673 coverage on this policy, the Declaration for that vehicle, only, will apply. The injured **insured** cannot choose another Declaration.

675 **If There Is Other Medical Payments Coverage**

- 676 1. Non-Duplication:
677 No **person** for whom medical expenses are payable under this coverage shall recover more than once for the same medical expense under
678 this or similar vehicle insurance.
- 679 2. Policies Issued by **Us**:
680 If two or more policies and/or Declarations issued by **us** to **you**, **your spouse**, **your family member(s)**, the **person(s)** shown as Designated
681 Representative or Scheduled Operator on this policy's Automobile Declaration(s) or their **spouse(s)** or **family member(s)** provide PART B –
682 MEDICAL PAYMENTS COVERAGE and apply to the same **bodily injury** sustained by any **insured** in a covered accident, the total limit of
683 Medical Payments coverage under all such policies and/or Declarations shall not exceed that of the one highest limit of Medical Payments
684 coverage.
- 685 3. Subject to items 1. and 2. above this coverage is excess:
 - 686 a. if a **temporary substitute auto** or a **non-owned auto** has other vehicle medical payments coverage on it; or
 - 687 b. if other vehicle medical payments coverage applies to **bodily injury** sustained by an **insured** on a bicycle or as a pedestrian in a covered
688 accident.
- 689 4. This coverage does not apply if there is other vehicle medical payments coverage on a **newly acquired auto**.
- 690 5. **Trailers**:
691 If **we** have written PART B – MEDICAL PAYMENTS COVERAGE on the **trailer** in a covered accident, but **we** do not insure the towing unit for
692 Medical Payments coverage, then the limit of Medical Payments **we** show for the **trailer** is excess coverage over any other coverage available
693 to the towing unit, operator, or the **trailer**.

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When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply

There is no coverage:

1. While a **non-owned auto** is used:
 - a. by any **person** employed or engaged in any way in an **auto business**; or
 - b. in any **business**. This does not apply when the first **person** listed as the Named Insured on the Automobile Declaration or the first **person** listed as Designated Representative on the Automobile Declaration, their **spouse**, their **family member**, or a Scheduled Operator listed on the Automobile Declaration, is operating or **occupying a private passenger auto**.
 2. While **occupying** or through being struck by any motor vehicle or trailer:
 - a. designed mainly for use off public roads while off public roads; or
 - b. located for use as a residence or premises; or
 - c. that runs on rails or crawler treads.
 3. For **bodily injury** caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
 4. For medical expenses for **bodily injury**:
 - a. sustained while **occupying** or through being struck by a vehicle owned or leased by **you, your spouse, your family member(s)**, the **person(s)** shown as Designated Representative on this policy's Automobile Declaration(s), their **spouse**, or their **family member(s)**, that is not a vehicle shown on **your** Automobile Declaration as having Medical Payments coverage;
 - b. to any employee arising out of and in the course of their employment if such-employee has, or if their employer is required to have, a policy providing workers compensation, non-occupational disability, or occupational disease benefits covering the **bodily injury**; or
 - c. sustained by any **person**, other than **you, your spouse or family member**, or a **person** listed as Designated Representative on the Automobile Declaration or their **spouse or family member**, or Scheduled Operator listed on the Automobile Declaration, while **occupying** a vehicle rented to others.
 5. For **bodily injury** sustained by anyone while **occupying** any motorized vehicle having fewer than four wheels, unless that motor vehicle is shown on this policy as having this coverage.
 6. For **bodily injury** sustained by anyone while **occupying** a vehicle without permission to do so.
 7. For **bodily injury** from, or as a consequence of, the following, whether controlled or uncontrolled or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.
 8. For **bodily injury** sustained while **occupying** any vehicle designed for racing or any vehicle while competing in, practicing or preparing for, any racing or speed contest or other competitive event. Competitive event does not include participation in a parade or car show.
 9. For **bodily injury** to anyone if their conduct contributed to the **bodily injury** by seeking to elude lawful apprehension or arrest by a police officer, or while committing a felonious act.
 10. For **bodily injury** which arises out of the transmission of a communicable disease.
 11. For **bodily injury** expected or intended by an **insured** even if the resulting **bodily injury** is of a different kind, quality or degree than initially expected or intended, or is sustained by a different **person** than initially expected or intended.
 12. For **bodily injury** which results from the willful or malicious acts of any **insured**.
 13. For **bodily injury** to any **person** with illegal drugs present in their system, or any **person** whose blood alcohol exceeded the state's legal limit where the accident occurred, while the **person** was driving or operating the vehicle involved in the accident.
 14. For **bodily injury** or property damage resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation, or relations.
 15. For any actual, alleged, threatened or adjudicated **bodily injury** or property damage resulting from physical, mental or emotional injury or damage including, but not limited to, that derived from abuse, harassment, belittlement, disparagement, revilement, castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether through physical, verbal, imaged, texted, electronically transmitted, telephonic, or any other means.
 16. While any vehicle is operated by or is under the control of any **person** shown as a Restricted Driver on the Automobile Declaration.
 17. For **bodily injury** sustained by any **insured** operating or **occupying** a vehicle otherwise covered by this policy, while such vehicle is being used at the time of an accident as a public livery or conveyance to transport or carry **persons** or property for any compensation or suggested donation. This includes, but is not limited to:
 - a. while a driver is logged onto a **transportation network company's** digital network; or
 - b. while a driver provides a prearranged ride.
- We** will provide coverage, not otherwise excluded, for:
- i. **you, and your family members** who do not own or lease an **auto**;
 - ii. the first **person** listed as Designated Representative on the Declaration, and his/her **family members** who do not own or lease an **auto**;
and
 - iii. scheduled operators;
- while a passenger (non-operator) of a **non-owned auto** being used for such purposes at the time of the accident.

PART C – UNINSURED MOTOR VEHICLE COVERAGE

Subject to all terms of this contract, **you** have this coverage if Uninsured Motor Vehicle appears on the Automobile Declaration, and the appropriate premium for the Limits shown has been paid.

We will pay damages for **bodily injury** an **insured** is legally entitled to collect from the owner or driver of an **uninsured motor vehicle**. The **bodily injury** must be sustained by an **insured** and caused by an accident arising out of the operation, maintenance or use of an **uninsured motor vehicle**.

Uninsured Motor Vehicle means:

1. a land motor vehicle, the ownership maintenance or use of which:
 - a. is not insured or bonded for **bodily injury** liability at the time of the accident; or
 - b. the insuring company denies coverage or is, or becomes, insolvent;

771 2. a "phantom vehicle" which is a land motor vehicle whose owner or driver remains unknown and causes **bodily injury** to the **insured**.
772 If there is no physical contact with the "phantom vehicle" the **insured** or someone on his/her behalf must report the accident within twenty-four (24)
773 hours to a police, peace or judicial officer and must file with **us** within thirty (30) days thereafter a statement under oath that the **insured** or his/her
774 legal representative has a cause of action arising out of such accident for damages against a **person** or **persons** whose identity is unascertainable,
775 and setting forth the facts in support thereof. The facts of the accident must be proven. **We** may request supporting evidence other than the
776 testimony of a **person** making a claim under this or any similar coverage to support the validity of such claim. Failure of the **insured** to report a
777 "phantom vehicle" accident and to provide the information requested concerning such vehicle may result in the denial of any insurance coverage
778 otherwise available if **we** can establish that our rights have been prejudiced by lack of such notice.

779 An **uninsured motor vehicle** does not include a land motor vehicle:

- 780 1. insured under the liability coverage of this policy; or
- 781 2. owned by or furnished or available for the regular **use of you, your spouse, any of your family members, the persons** shown as Designated
782 Representative on this policy's Automobile Declaration(s) or their **spouses** or **family members**; or
- 783 3. owned or operated by a **person** or organization qualifying as a self-insurer under any applicable motor vehicle financial responsibility law, motor
784 carrier law or any similar law; or
- 785 4. owned by any government or any of its political subdivisions or agencies; or
- 786 5. designed for use mainly off public roads except while on public roads; or
- 787 6. while located for **use** as a premises; or
- 788 7. operated on rails or crawler treads.

789 **Who is an Insured**

790 Subject to all other terms of this coverage and of this policy:

791 **Insured** – means the **person** or **persons** covered by PART C – UNINSURED MOTOR VEHICLE COVERAGE.

792 This is:

- 793 1. the first **person** listed as the Named Insured on the Automobile Declaration and/or the first **person** listed as Designated Representative on the
794 Automobile Declaration;
- 795 2. the **spouse** of the **person(s)** identified in 1. above;
- 796 3. the **family members** of the **person(s)** identified in 1. above except that any **family member** who owns or leases an **auto** is only considered to
797 be an **insured** while **occupying your auto, a temporary substitute auto, a newly acquired auto, or trailer** attached to one of these **autos**;
- 798 4. any other **person** while **occupying**:
799 a. **your auto, a temporary substitute auto, a newly acquired auto, or trailer** attached to one of these **autos**. Such **auto** or **trailer** has to be
800 used within the scope of consent of **you, your spouse, a person** shown as Designated Representative on the Automobile Declaration, or
801 the **spouse** of the first **person** listed as Designated Representative on the Declaration; or
802 b. an **auto** not owned or leased by:
803 1) **you**;
804 2) a **person** shown as Designated Representative or a Scheduled Operator on the Automobile Declaration; or
805 3) the **spouse** or **family member** of anyone identified in 1). or 2). above;
806 or a **trailer** attached to such an **auto**. Such **auto** must be driven by **you, your spouse, a person** listed as Designated Representative or
807 Scheduled Operator on the Automobile Declaration, or the **spouse** of the first Designated Representative listed on the Declaration, and
808 within the scope of the owner's consent.
809 5. any **person** entitled to recover damages because of **bodily injury** to an **insured** under 1. through 4. above.

810 **We** do not provide PART C – UNINSURED MOTOR VEHICLE COVERAGE for **bodily injury** sustained by any **insured** using a vehicle without
811 permission to do so.

812 **Consent to Be Bound**

813 **We** are not bound by any judgment against any **person** or organization obtained without **our** written consent.

814 **Payment of Loss**

815 **We** may pay:

- 816 1. the **insured**; or
- 817 2. a parent or guardian if the **insured** is a minor or an incompetent **person**; or
- 818 3. the surviving **spouse**; or
- 819 4. at **our** option, a **person** authorized by law to receive such payment; or
- 820 5. an organization rendering the service.

821 Payment under PART C – UNINSURED MOTOR VEHICLE COVERAGE will not constitute an admission of liability of any **person**, or of **us** except
822 under PART C – UNINSURED MOTOR VEHICLE COVERAGE.

823 **Limits of Liability**

- 824 1. The amount of coverage is shown on the Automobile Declaration under **Limits**, for Uninsured Motor Vehicle – Per Person / Per Accident.
825 Under Per Person is the amount of coverage for all damage, including damages for care and loss of services, consortium or death, arising out
826 of and due to **bodily injury** to one **person**. Under Per Accident is the total amount of coverage, subject to the amount shown under Per
827 Person, for all such damages arising out of and due to **bodily injury** to two or more **persons** in the same accident. **Persons** having a
828 derivative claim including but not limited to a claim for loss of care or services do not constitute a separate and distinct **bodily injury** or limit of
829 coverage. Only one "Per Person" limit applies for all damages and claims of all claimants arising out of one **person's bodily injury**.
830 2. The limits shown on the Declaration for Uninsured Motor Vehicle will be reduced by any payment, whether yet made, to, or for, the **insured**:
831 a. by or for any **person** or organization who is or may be held legally liable for the **bodily injury** to the **insured**; or
832 b. for **bodily injury** under the liability coverage of any other policy.
833 3. The limits shown on the Declaration for Uninsured Motor Vehicle will be reduced by any payment, whether yet made, to, or for, the **insured**
834 under PART A – LIABILITY COVERAGE of this policy.
835 4. The limits shown on the Declaration for Uninsured Motor Vehicle are not increased because:
836 a. more than one vehicle is insured under this policy; or
837 b. more than one **person** is insured at the time of the accident.
838 5. Regardless of the limits for Uninsured Motor Vehicle shown on the Automobile Declaration, the limits for PART C – UNINSURED MOTOR
839 VEHICLE COVERAGE will not exceed the applicable limit of Uninsured Motor Vehicle coverage mandated by the Financial Responsibility Law
840 of the state in which the accident occurred for:
841 a. any **person** other than **you, your spouse, your family member** or Scheduled Operator shown on the Automobile Declaration as of the
842 date of the accident, who with **your** consent is **occupying your auto, a newly acquired auto, temporary substitute auto, non-owned**
843 **auto, or trailer** that is either attached to one of these **autos** or shown as a vehicle insured for Uninsured Motor Vehicle on the Automobile
844

- 848 Declaration; and
849 b. any **person** operating a vehicle to which this PART C – UNINSURED MOTOR VEHICLE COVERAGE applies, if the operator’s driver’s
850 license is suspended or revoked at the time of the accident.
851

852 **Other Insurance**

- 853 1. If an **insured** sustains **bodily injury** while on a bicycle or as a pedestrian or while **occupying** a vehicle that is not owned or leased by that
854 **insured** and that is not **your auto**, any coverage under this policy that applies will be excess over any other uninsured motor vehicle coverage.
855 2. Subject to 1. above, if there is other similar uninsured motor vehicle insurance not provided by **us**, available to the injured **insured**, **we** are
856 liable only for **our share**. **Our share** is that percent of the damages that the limit of this coverage bears to the total of all uninsured motor vehicle
857 coverage applicable to the accident.
858 3. **Trailers:**
859 This PART C – UNINSURED MOTOR VEHICLE COVERAGE does not apply when:
860 a. a **trailer** not shown as a vehicle insured on this policy; or
861 b. a **trailer** shown as a vehicle insured on this policy but the Declaration for that **trailer** does not show Uninsured Motor Vehicle on the
862 Declaration for such **trailer**;
863 is connected to an **auto**, other than **your auto**, that has uninsured motor vehicle coverage applicable to the accident.
864

865 **When PART C – UNINSURED MOTOR VEHICLE COVERAGE Does Not Apply**

866 There is no coverage under PART C – UNINSURED MOTOR VEHICLE COVERAGE:

- 867 1. for any **insured** who, without **our** written consent, settles with any **person** or organization who may be liable for the **bodily injury** and thereby
868 impairs **our** right to recover **our** payments.
869 2. for damages sustained by any **insured** if benefits are:
870 a. payable to, or on behalf of, such **insured** under any **compensation law** as a result of the same accident; or
871 b. required by any **compensation law** to be provided to, or on behalf of, such **insured** as a result of the same accident.
872 This exclusion 2. does not apply to the amounts of coverage mandated by any uninsured motorist insurance law or financial responsibility law
873 applicable to the accident, but does apply to coverages which are not mandated by such laws.
874 3. for punitive or exemplary damages.
875 4. for **bodily injury** to an **insured** if such **insured’s** conduct contributed to the **bodily injury** by seeking to elude lawful apprehension or arrest by
876 a police officer, or while committing a felonious act.
877 5. for **bodily injury** which arises out of the transmission of a communicable disease.
878 6. for **bodily injury** sustained while **occupying** any vehicle designed for racing or any vehicle while competing in, or practicing or preparing for,
879 any racing or speed contest or other competitive event. Competitive event does not mean participating in a parade or car show.
880 7. for **bodily injury** resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation, or relations.
881 8. for any actual, alleged, threatened or adjudicated **bodily injury** resulting from physical, mental or emotional injury or damage including, but not
882 limited to, that derived from abuse, harassment, belittlement, disparagement, revilement, castigation, chastisement, criticism, perversion,
883 maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether through physical, verbal, imaged, texted, electronically
884 transmitted, telephonic, or any other means.
885 9. for **bodily injury** sustained by any **insured** operating or **occupying** a vehicle otherwise covered by this policy, while such vehicle is being used
886 at the time of an accident as a public livery or conveyance to transport or carry **persons** or property for any compensation or suggested
887 donation. This includes, but is not limited to:
888 a. while a driver is logged onto a **transportation network company’s** digital network; or
889 b. while a driver provides a prearranged ride.
890 **We** will provide coverage, not otherwise excluded, for:
891 i. **you**, and **your family members** who do not own or lease an **auto**;
892 ii. the first **person** listed as Designated Representative on the Declaration, and his/her **family members** who do not own or lease an **auto**;
893 and
894 iii. scheduled operators shown on the Declaration;
895 while a passenger (non-operator) of a **non-owned auto** being used for such purposes at the time of the accident.
896 10. for **bodily injury** sustained by any **insured** using a vehicle without permission to do so.
897 11. while any vehicle is operated by or is under the control of any **person** shown as a Restricted Driver on the Automobile Declaration. This
898 exclusion is not applicable to coverage provided to the **insured**.
899

900 **EFFECT OF UNINSURED MOTORIST INSURANCE LAWS OR FINANCIAL RESPONSIBILITY LAWS**

901 If an applicable uninsured motorist law or financial responsibility law renders any provision of this Part of the policy unenforceable, **we** will provide
902 only the minimum limits mandated by such law. However, if other insurance covers an **insured’s** claim and provides those required minimum
903 limits, the provisions of this policy are fully enforceable.
904

905 All provisions of this Part of the policy which exceed the requirements of any applicable uninsured motorist insurance law or financial responsibility
906 law, or are not governed by it, are fully enforceable.
907

908 **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

909 Subject to all terms of this contract, **you** have:

- 910 1. OTHER THAN COLLISION coverage if Other Than Collision appears on the Automobile Declaration, and the appropriate premium shown has
911 been paid;
912 2. COLLISION coverage if Collision appears on the Automobile Declaration and the appropriate premium shown has been paid.
913

914 **ADDITIONAL DEFINED WORDS**

915 **Actual Cash Value (ACV)** – means the depreciated worth of the **auto** or part immediately prior to the accident. **Actual cash value** is determined
916 by **us**, based upon **our** knowledge of the prices charged by **auto** or parts merchants in the geographic area where either the first **person** listed as
917 Named Insured or the first **person** listed as Designated Representative on the Automobile Declaration resides. To aid **us** in determining **actual**
918 **cash value**, **we** may utilize any one or more of the databases, appraisal tools and other methods commonly used in the insurance industry to
919 evaluate similar vehicles or parts. **Actual cash value** is determined by the age and condition at the time the **loss** occurred. Any deductible
920 amount that applies is then subtracted.
921

922 **Collision** – means the upset or overturn of an **auto** to which COLLISION coverage on this policy applies, or the impact of such **auto** with another
923 vehicle or object.
924

925 **Cost to Repair or Replace** – means the amount of money required to pay for the **repair** or replacement of the vehicle or part. **Cost to repair or**
926 **replace** is determined by **us**, based upon **our** knowledge of the prices charged by repair or replacement facilities in the geographic area where
927 the **repair** is to be done. To aid **us** in determining **cost to repair or replace**, **we** may utilize any one or more of the databases, appraisal tools and
928 other methods commonly used in the insurance industry to determine the prices charged by repair facilities in the geographic area where the
929 **repair** or replacement is to be done.

930 The **cost to repair or replace** is based upon:

- 931 1. the cost of **repair** as determined by **us**, or
- 932 2. the lower of:
 - 933 a. a competitive bid approved by **us**, or
 - 934 b. an estimate written based upon the prevailing competitive price. The prevailing competitive price means labor rates, parts prices and
935 material prices charged in the area where the vehicle is to be repaired as determined by **us**. If **you** ask, **we** will identify some facilities that
936 will perform the repairs at the prevailing competitive price.

937 **Loss** – means each direct, sudden and accidental loss of or damage to an **auto** to which this PART D – COVERAGE FOR DAMAGE TO YOUR
938 AUTO applies, and to the equipment permanently attached to, and common to the use and operation of, such **auto** as a vehicle.

939 **Repair** – means the restoration of form and function by restoring existing parts or by using **replacement parts** if they are needed. **We** do not
940 warrant or guarantee the workmanship of any repairs. It also includes:

- 941 1. the reasonable cost of towing an **auto** to which PART D – COVERAGE FOR DAMAGE TO YOUR AUTO applies, to the nearest place where
942 the necessary repairs can be made and storing it until **we** either deny, or offer to settle, a claim under OTHER THAN COLLISION (OTC) or
943 COLLISION coverage; and
- 944 2. the reasonable cost which **you** incur immediately after a **loss** to protect the **auto** and its equipment from further **losses**.

945 **Replacement Parts** – means new or previously utilized parts, made by any manufacturer, whether or not the manufacturer made the original part
946 or **auto**.

947 Subject to all other provisions in this PART D – COVERAGE FOR DAMAGE TO YOUR AUTO and in this policy, any applicable coverage for
948 OTHER THAN COLLISION or COLLISION **loss(es)** available under PART D – COVERAGE FOR DAMAGE TO YOUR AUTO of this policy for **your**
949 **auto**, also applies to a **newly acquired auto**, or a **temporary substitute auto**, except this insurance does not apply if there is other similar
950 coverage on a **newly acquired auto**.

951 For coverage for an OTC or COLLISION **loss** to be applicable to a **non-owned auto**, the **non-owned auto** must be driven by, or in the custody of,
952 **you**, **your spouse**, **your family member**, the first **person** listed as Designated Representative on the Automobile Declaration or their **spouse** or
953 **family member**.

954 If:

- 955 1. **your** policy with **us** has multiple vehicles with PART D – COVERAGE FOR DAMAGE TO YOUR AUTO; and/or
- 956 2. **you** have multiple policies with **us** having PART D – COVERAGE FOR DAMAGE TO YOUR AUTO; and
 - 957 a. an **auto** shown on an Automobile Declaration of one of **your** policies with **us** is involved in a covered accident only the coverage from the
958 Declaration of the vehicle involved in the accident will apply;
 - 959 b. a **temporary substitute auto** is involved in a covered accident only the coverage from the Declaration of **your** vehicle the **temporary**
960 **substitute auto** is temporarily replacing, will apply;
 - 961 c. a **newly acquired auto** which replaces one of **your autos** is involved in a covered accident only the coverage from the Declaration of the
962 vehicle the **newly acquired auto** replaces will apply;
 - 963 d. a **newly acquired auto** which is an added **auto** is involved in a covered accident
964 only the coverage from one Declaration of **your** choosing, which is in force at the
965 time of the purchase of the **newly acquired auto** and in force at the time of the accident, will apply.

966 Regarding c. and d. above, there is no PART D – COVERAGE FOR DAMAGE TO YOUR AUTO on this policy for a **newly acquired auto** if
967 there is any similar physical damage coverage available from any other source.

968 Only one of **your** Declarations will apply to a vehicle in a covered accident.

969 **We** have the right to require completion of repairs before payment is made.

970 If **we** can pay the **loss** under either OTHER THAN COLLISION (OTC) or COLLISION, **we** will pay under the coverage where **you** collect the most.

971 **We** may move the damaged property at **our** expense. If **you** do not give **us your** consent, **we** will pay only the storage costs which would have
972 resulted if **we** had moved the damaged property.

973 **Who is an Insured**

974 **Insured** means **you**, and if **you** are:

- 975 1. An individual, **insured** also means:
 - 976 A. **your spouse**;
 - 977 B. **your family members**;
- 978 2. A partnership, **insured** also means:
 - 979 A. **your** members and partners and the **person(s)** listed as Designated Representative on the Automobile Declaration;
 - 980 B. the **spouses** and **family members** of those identified in 2. A.;
- 981 3. A limited liability company, **insured** also means:
 - 982 A. **your** members and managers and the **person(s)** listed as Designated Representative on the Automobile Declaration;
 - 983 B. the **spouses** and **family members** of those identified in 3. A.;
- 984 4. A corporation, **insured** also means:
 - 985 A. **your** officers, directors or shareholders and the **person(s)** listed as Designated Representative on the Automobile Declaration;
 - 986 B. the **spouses** and **family members** of those identified in 4. A.;
- 987 5. A trust or other entity, **insured** also means:
 - 988 A. **your** executors, administrators, or directors of the Trust or other entity, and the **person(s)** listed as Designated Representative on the
989 Automobile Declaration;
 - 990 B. the **spouses** and **family members** of those identified in 5. A.

991 **OTHER THAN COLLISION (OTC)**

992 **You** have this coverage if Other Than Collision appears on the Automobile Declaration.

993 **We** will pay sudden and accidental **loss** not otherwise excluded, to those **auto's** for which this OTC coverage applies.

1000

1001

1002 If a deductible applies, the amount of the deductible is shown on the Automobile Declaration. The deductible, if any, will be subtracted from the
1003 amount of the **cost to repair or replace** for which this OTC coverage applies.
1004
1005 If **we** offer to pay for the repair of damaged windshield glass instead of the replacement of the windshield, **we** will pay the full cost of repairing the
1006 windshield glass regardless of **your** deductible.
1007
1008 Breakage of glass, or **loss** caused by missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious
1009 mischief or vandalism, riot or civil commotion, is payable under this OTC coverage.
1010
1011 **Loss** caused by **collision** is not covered under OTC, except **loss** due to hitting, or being hit by, a bird, animal, or **person** is payable under this
1012 OTC coverage.
1013
1014 **We** will reimburse **you** for covered transportation costs if an **auto** to which this OTC coverage applies, is stolen. **We** will pay up to \$25 per day to a
1015 maximum of \$500 per occurrence for the period that begins 48 hours after **you** tell **us** of the theft. The period ends when the **auto** has been
1016 returned to use or **we** offer to pay for **loss**.
1017 If the daily incurred transportation costs are payable under both OTHER THAN COLLISION coverage and TRANSPORTATION AND TRAVEL
1018 EXPENSE coverage, **we** will pay under the TRANSPORTATION AND TRAVEL EXPENSE coverage as primary coverage, and the OTHER THAN
1019 COLLISION coverage as excess coverage. If payments have been made under TRANSPORTATION AND TRAVEL EXPENSE coverage and such
1020 payments have exhausted the total amount payable under TRANSPORTATION AND TRAVEL EXPENSE then the OTC coverage will apply. The
1021 most **you** can collect for each approved day of rental or transportation expenses is one per day limit amount.
1022
1023 **COLLISION**
1024 **You** have this coverage if Collision appears on the Automobile Declaration. The deductible amount for this coverage is shown on the Declaration.
1025 **We** will pay that portion of a covered **collision loss** to an **auto** for which this COLLISION coverage applies, but only for the amount of each such
1026 **loss** in excess of the deductible amount. If the **collision** is with another **auto** insured with **us**, **you** do not pay **your** deductible.
1027
1028 If **we** offer to pay for the repair of damaged windshield glass instead of the replacement of the windshield, **we** will pay the full cost of repairing the
1029 windshield glass regardless of **your** deductible.
1030
1031 **Limit of Coverage** – OTHER THAN COLLISION (OTC) and COLLISION
1032 The limit of **our** liability for **loss** to property or any part of it is the lesser of:
1033 1. the **actual cash value**;
1034 2. the **cost to repair or replace** the property with property of like kind and quality; or
1035 3. the insurable interest **you** have in the property.
1036 The most **we** will pay for:
1037 1. paint, wraps, decals, and other items of non-electronic equipment, custom wheels, alterations or modifications which were permanently
1038 attached to **your auto** after the time of its original sale; and
1039 2. any child restraint systems or other items of safety equipment required by Federal or State law to be present in the vehicle; and
1040 3. camper shells or bedliners not attached to **your auto**;
1041 is \$1,000 for any one accident regardless of the number of such items damaged or stolen.
1042
1043 The most **we** will pay under OTC or COLLISION for a **loss** to electronic equipment not originating from the vehicle manufacturer is \$500.
1044
1045 The most **we** will pay under OTC or COLLISION for a **loss** to a non-owned **trailer** as described under **Trailer Coverage** is \$2,500.
1046
1047 **Settlement of Loss** – OTHER THAN COLLISION (OTC) or COLLISION
1048 **We** have the right to settle a **loss** with **you** or the owner of the property in one of the following ways; at **our** option:
1049 1. pay to **repair** or replace the property or part with like kind and quality. If the **repair** or replacement results in better than like kind and quality,
1050 **you** must pay for the amount of the betterment;
1051 2. return the stolen property and pay for any damage due to the theft;
1052 3. pay the **actual cash value (ACV)** of the property at the time of the **loss** in exchange for the damaged property, but it cannot be abandoned to
1053 **us**. **You** also agree to execute and deliver to **us** at the time of payment whatever legal documents **we** may request to give **us** full ownership of
1054 the item;
1055 4. pay the **ACV** of the property at the time of the **loss** less the salvage value.
1056
1057 If the owner and **we** cannot agree on the **actual cash value (ACV)**, both parties must agree to an appraisal as described below.
1058
1059 Appraisal shall be conducted according to the following procedure.
1060 Each party shall select an appraiser. These two shall select a third appraiser. The written decision of any two appraisers in agreement shall be
1061 binding. If the owner keeps the damaged property, **we** will deduct its value after the **loss** from **our** payment.
1062 The cost of the appraiser shall be paid by the party who hired him or her. The cost of the third appraiser and other appraisal expenses shall be
1063 shared equally by both parties. **We** do not waive any of **our** rights by agreeing to an appraisal.
1064
1065 **Trailer Coverage**
1066 1.Owned **Trailer**
1067 **Your trailer** is covered:
1068 a. only when it is described on the Automobile Declaration; and
1069 b. for the coverages shown as applying to it on the Automobile Declaration.
1070 **We** will not pay for **loss** to a **trailer you** own which is not shown on the Automobile Declaration, with the exception of a **trailer** to which **you**:
1071 1) take ownership during the policy period; and
1072 2) ask **us** to insure within thirty (30) days after **you** become the owner.
1073 **You** must pay **us** any additional premium amount due from the date of purchase and the newly acquired **trailer** will have the same coverage(s)
1074 as the **trailer** on **your** policy with the highest PART D – COVERAGE FOR DAMAGE TO YOUR AUTO coverage applicable to the accident.
1075 2.Non-owned **Trailer**
1076 Any physical damage coverage in force on **your auto** applies to a non-owned **trailer** used by the first **person** listed as Named Insured on the
1077 Automobile Declaration, his/her **spouse** or **family member**, or the first **person** listed as Designated Representative on the Automobile
1078 Declaration, his/her **spouse** or **family member**. Only one Declaration can apply.

1079 The most **we** will pay under the OTHER THAN COLLISION (OTC) or COLLISION coverage for a **loss** to such non-owned **trailer** is \$2,500.

1080

1081 A non-owned **trailer** is one that:

1082

1. is not owned by or registered in the name of:

1083

a. **you, your spouse, your family member**, or any **person** listed as Designated Representative or Scheduled Operator on this policy's Automobile Declaration(s), their **spouse** or their **family member**;

1084

b. any **person**, other than those identified in a. above, residing in the same household as **you** or any **person** listed as Designated Representative or Scheduled Operator on this policy's Automobile Declaration(s); or

1085

c. an employer of **you, your spouse, your family member**, any **person** listed as Designated Representative or Scheduled Operator on this policy's Automobile Declaration(s), their **spouse** or their **family member**.

1086

1087

1088

1089

1090 **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply**

1091 There is no coverage for:

1092

1. A **non-owned auto**:

1093

a. while being repaired, serviced, operated, maintained, occupied or used by any **person** while that **person** is working in any **auto business**;

1094

or
b. while used in any other **business** or occupation other than farming. This does not apply to a **private passenger auto** driven or occupied by the first **person** listed as the Named Insured on the Automobile Declaration, his/her **spouse** or **family member**, or the first **person** listed as Designated Representative on the Automobile Declaration, his/her **spouse** or **family member**; or

1095

c. when operated, maintained, occupied or used by an **insured** outside the scope of consent of the owner of the vehicle; or

1096

d. being operated, maintained, occupied or used by any **person** while employed or otherwise engaged in the **business** of selling, repairing, servicing, storing, or parking vehicles designed for **use** on public highways. This includes road testing and delivery.

1097

1098

1099

1100

1101

2. A **non-owned auto** or **temporary substitute auto** that is not a **private passenger auto**.

1102

3. Any:

1103

a. vehicle while rented to others;

1104

b. lien or lease interest not shown on this contract;

1105

c. vehicle owned by a **person** or organization engaged in the **business** of selling, leasing, renting, repairing, servicing, maintaining, installing or replacing equipment in or on, cleaning, storing, parking, or transporting motor vehicles. An exception is a **private passenger auto** which has been rented by **you** or the first **person** shown as Designated Representative on the Automobile Declaration, rental considerations have been paid by **you** or the first **person** shown as Designated Representative, and applicable law does not provide coverage for such rented vehicle under PART A – LIABILITY COVERAGE of this policy;

1106

d. vehicle loaned to any **insured**, Scheduled Operator, or **family member** of any Scheduled Operator, for demonstration purposes or as a replacement for **your auto** while it is out of **use** due to breakdown, repair or servicing; or

1107

e. vehicle otherwise covered by this policy, while it is being used at the time of an accident as a public livery or conveyance to transport or carry **persons** or property for any compensation or suggested donation. This includes, but is not limited to:

1108

1) while a driver is logged onto a **transportation network company's** digital network; or

1109

2) while a driver provides a prearranged ride.

1110

1111

1112

1113

1114

1115

4. **Loss** to any vehicle due to:

1116

a. taking by any governmental authority;

1117

b. war of any kind;

1118

c. conversion, embezzlement or secretion by any **person** who has the vehicle due to any lien, rental, lease or sales agreement.

1119

1120

5. Damage due and confined to:

1121

a. wear and tear;

1122

b. freezing;

1123

c. rust;

1124

d. deterioration;

1125

e. latent or inherent defect;

1126

f. mechanical or electrical breakdown or failure;

1127

g. overheating or lack of lubrication; or

1128

h. accidental inflation of an airbag which is not the result of a covered **loss**.

1129

6. Tires unless:

1130

a. stolen, or damaged by fire, vandalism or malicious mischief; or

1131

b. other **loss** covered by PART D – COVERAGE FOR DAMAGE TO YOUR AUTO happens at the same time.

1132

7. **Loss** to:

1133

a. any electronic equipment that receives, sends, displays, transmits or stores signals, sound, data, images or other media and powered by electricity, battery or solar sources;

1134

b. any other electronic equipment that records, generates, receives, stores or transmits audio, visual or data signals;

1135

c. tapes, records, discs, flash drives, game cartridges, cards, chips or other media used with equipment described in a. or b.; or

1136

d. any other accessories used with equipment described in a. or b. above.

1137

This exclusion 7. does not apply at the time of **loss** to:

1138

a. equipment:

1140

1) permanently installed in **your auto** or a **newly acquired auto** by the manufacturer of the **auto**; or

1141

2) removable from a housing unit which is permanently installed in the **auto** by the manufacturer of the **auto**; or

1142

3) designed to be solely operated by use of the power from the electrical system of **your auto** or a **newly acquired auto**;

1143

at the time of **loss**.

1144

b. any other electronic equipment that is:

1145

1) necessary for the normal operation of the **auto** or the monitoring of the **auto's** operating system; or

1146

2) an integral part of the same unit housing any sound reproducing equipment described in a. and permanently installed in the opening of the dash or console of **your auto** or any **newly acquired auto** normally used by the manufacturer for installation of a radio;

1147

but subject to the limitation of coverage for equipment not originating from the vehicle manufacturer.

1148

The most **we** will pay under the OTC or COLLISION coverage for a **loss** to electronic equipment not originating from the vehicle manufacturer is \$500.

1149

1150

1151

8. Any equipment designed or used for the detection or location of radar, laser, or other speed recording devices.

1152

9. **Loss** due to or as a consequence of radioactive contamination, discharge of any nuclear weapon even if accidental, war declared or undeclared, civil war, insurrection, or rebellion or revolution.

1153

1154

1155

10. **Loss** to any vehicle designed for racing or damaged while competing in, or practicing or preparing for, any racing or speed contest or other competitive event. Competitive event does not mean participating in a parade or car show.

- 1156 11. Damage to any vehicle if the actions of any **insured** contributed to the damage by seeking to elude lawful apprehension, arrest by a police
1157 officer or while committing a felonious act.
1158 12. Damage resulting from modifying a device's operating functions, procedures, specifications, voltage, input, or output beyond its documented
1159 capabilities, limits, or thresholds.
1160 13. Damage to personal property contained in or on a vehicle at the time of accident.
1161 14. Any vehicle you own or lease that is not shown on the Declaration as having this coverage.
1162 15. Any vehicle operated by or under the control of any **person** shown as a Restricted Driver on the Automobile Declaration, except for the rights
1163 of recovery of a loss payee shown on the Declaration.
1164 16. Theft committed by, or with the knowledge of, any **insured**.

1165
1166
1167 **If There Is Other Coverage:**

1168 **Your Auto**

1169 If other coverage applies to **loss** or expenses to **your auto**, **we** will pay only **our** share. **Our** share is the percent the limit of liability of this policy
1170 bears to the total of all coverage that applies.

1171 **Temporary Substitute Auto, Non-owned Auto, Trailer**

1172 Subject to all other terms of this PART D – COVERAGE FOR DAMAGE TO YOUR AUTO, if a **temporary substitute auto**, a **non-owned auto**
1173 or **trailer** covered by this PART D – COVERAGE FOR DAMAGE TO YOUR AUTO coverage has other coverage available for the same
1174 damages, then this coverage is excess.

1175 **Non Owned Trailers**

1176 If a non-owned **trailer**, covered under the **Trailer Coverage** section of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO, has other
1177 coverage available for the same damages, then this limit of \$2500 coverage does not apply.

1178 **Newly Acquired Auto**

1179 This insurance does not apply if there is similar coverage on a **newly acquired auto**.

1180 **No Benefits to Bailee**

1181 These coverages shall not directly or indirectly benefit any carrier or other bailee for hire liable for **loss**.

1182
1183
1184
1185 **CONDITIONS**

1186
1187 **1. Bankruptcy**

1188 Bankruptcy or insolvency of the **insured** will not relieve **us** of any obligations under this policy.

1189 **2. Policy Changes**

1190 a. Policy Terms. The terms of this policy may be changed or waived only by:

- 1191 1) a written endorsement issued by **us**; or
1192 2) the revision of this policy form to give broader coverage without an extra charge. If any coverage **you** carry is changed to give broader
1193 coverage, **we** will give **you** the broader coverage without the issuance of a new policy as of the date **we** make the change effective.

1194 b. Change of Interest. No change of interest in this policy is effective unless **we** consent in writing. However, if **you** die, **we** will protect as Named
1195 Insured:

- 1196 1) **your** surviving **spouse**; or
1197 2) **your** legal representative while acting within the scope of his or her duties.

1198 Policy notice requirements are met by mailing or an emailing, the notice to the deceased Named Insured's last known address.

1199 c. Joint and Individual Interests. When there are two or more persons listed as Named Insureds, each acts for all to cancel or change the policy.

1200 **3. Legal Action Against Us**

1201 There is no right of action against **us**:

- 1202 a. until all the terms of this policy have been met; and
1203 b. under the liability coverage, until the amount of damages an **insured** is legally liable to pay has been finally determined by:
1204 1) judgment after actual trial, and appeal if any; or
1205 2) agreement between the **insured**, the claimant and **us**.
1206 c. under PART C – UNINSURED MOTOR VEHICLE COVERAGE, PART B – MEDICAL PAYMENTS COVERAGE, PART D – COVERAGE
1207 FOR DAMAGE TO YOUR AUTO, ACCIDENTAL DEATH BENEFITS, UNDERINSURED MOTOR VEHICLE, or DISABILITY INCOME
1208 coverage until 30 days after **we** get the **insured's** notice of accident or loss.

1209 No **person** or organization has any right under this policy to join **us** in any action to determine the liability of any **insured**.

1210 **4. Our Right to Recover Payments**

1211 If **we** make a payment under any part of, or endorsements to, this policy and the **person** to or for whom payment was made has a right to
1212 recover damages from another, **we** will be subrogated to that right. **We** are to be repaid **our** payments, costs, and fees of collection out of any
1213 recovery.

- 1214 a. PART B – MEDICAL PAYMENTS COVERAGE payments where allowable by law.
1215 b. Under PART C – UNINSURED MOTOR VEHICLE COVERAGE coverage:
1216 1) **we** are subrogated to the extent of **our** payments to the proceeds of any settlement or judgment the injured **person** recovers from any
1217 party liable for the **bodily injury**.
1218 2) if the **person** to or for whom **we** have made payment has not recovered from the party at fault, he or she shall:
1219 a) keep these rights in trust for **us**;
1220 b) execute any legal papers **we** need; and
1221 c) when **we** ask, take action through **our** representative to recover **our** payments.
1222 c. Under **Underinsured Motor Vehicle** coverage:
1223 1) **we** are subrogated to the amount **we** pay; and
1224 2) upon payment **we** are entitled to an assignment of any judgment obtained by the injured **person** against the party liable for the **bodily**
1225 **injury**; and
1226 3) the injured **person** shall:
1227 a) execute any legal papers **we** need; and
1228 b) help **us** get **our** money back.

1229 **Our** right to recover payment does not apply with respect to UNDERINSURED MOTOR VEHICLE coverage if **we**:

- 1230 1. have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor**
1231 **vehicle**; and
1232 2. fail to advance payment to the **insured** in an amount equal to the tentative settlement within thirty (30) days after receipt of notification.

- 1233 If **we** advance payment to the **insured** in an amount equal to the tentative settlement within thirty (30) days after receipt of notification:
1234 a). that payment will be separate from any amount the **insured** is entitled to recover under the provisions of UNDERINSURED MOTOR
1235 VEHICLE coverage; and
1236 b). **we** also have a right to recover the advanced payment.
1237 d. Under all other coverages, the right of recovery of any party **we** pay passes to **us**. Such party shall:
1238 1) not hurt **our** rights to recover; and
1239 2) help **us** get **our** money back.
1240 e. If the **person** to or for whom **we** have made payment has not recovered from the party at fault, he or she shall:
1241 1) keep these rights in trust for **us**;
1242 2) execute any legal papers **we** need; and
1243 3) when **we** ask take action through **our** representative to recover **our** payments.
1244 f. If **we** make a payment under this policy and the **person** to or for whom payment is made recovers damages from another, that **person** will:
1245 1) promptly notify **us** of all recoveries;
1246 2) hold in trust for **us** the proceeds of the recovery; and
1247 3) reimburse **us** to the extent of **our** payments.

1248 5. Renewal

1249 **We** agree, unless **we** send to **you** a written notice of cancellation, notice of expiration, or a notice of **our** intention not to renew, to renew the
1250 policy for the next policy period upon **your** payment of the renewal premium. **We** will not provide **you** with prior notice of cancellation, notice of
1251 expiration or notice of our intention not to renew the policy for failure to pay the renewal premium. It is agreed that the renewal premium will be
1252 based upon the rates in effect at the time of the policy renewal.

1253 A notice of **our** intention to not renew will be sent to **your** last known mailing or email address at least twenty (20) days before the end of the
1254 current policy period. **We** will use regular mail or an email notification depending on your delivery method election. The mailing or emailing of
1255 the notice shall be sufficient proof that notice was given.

1256 These agreements to continue and renew are void if:

- 1257 a. **you** fail to pay the premium when due; or
1258 b. **your** driver's license was under suspension or revocation at any time during the policy period;
1259 If more than one **person** is shown as Named Insured or Scheduled Operator on this policy's Automobile Declaration(s) but only one has had
1260 a driver's license under suspension or revocation, **we** will not cancel for this reason. However, **we** may issue an endorsement stipulating that
1261 no coverage will apply while that **person** is operating a vehicle. If there is no endorsement removing all coverage, **we** will only provide the
1262 minimum coverages and limits mandated by the applicable Financial Responsibility Law when that **person** is operating a vehicle during a
1263 period of license suspension or revocation.

1264 6. Premium Payments

1265 Subject to all other terms of this policy, if **you** pay the premium when due, this policy provides insurance coverages in the amounts shown on the
1266 Declaration. No insurance is afforded under this policy if payment of premium is not received by **us** by the due date. If premium payment is
1267 made and, for any reason, the payment is not honored by the bank or financial institution on which it is drawn, no insurance is provided for any
1268 of the policy period.

1269 7. Changes in the Premium During the Policy Period

1270 The premium for this policy is based on information New Horizons Insurance Company of Missouri has received from **you** or other sources. If the
1271 information is incorrect or incomplete, or changes during the policy period, **you** must inform New Horizons Insurance Company of Missouri of
1272 any changes regarding the following:

- 1273 a. **your auto** or its use;
1274 b. the **persons** who regularly drive **your auto**, including, but not limited to, **your** newly licensed **family members**;
1275 c. **your** marital status; or
1276 d. the location where **your auto** is principally garaged.

1277 **You** agree that if this information or any other information used to determine the premium is incorrect or incomplete, or changes during the
1278 policy period, **we** may decrease or increase the premium during the policy period based upon the corrected, completed or changed information.

1279 **You** agree that if the premium is decreased or increased during the policy period, New Horizons Insurance Company of Missouri will refund or
1280 credit to **you** any decrease in premium and **you** will pay any increase in premium.

1281 8. Cancellation

1282 How **You** May Cancel. **You** may cancel **your** policy by notifying **us** in writing or online via our website of the date to cancel, which must be later
1283 than the date **you** mail, deliver or submit it electronically to **us**. **We** may waive these requirements by confirming the date and time of
1284 cancellation to **you** in writing or electronically via email notification. If you cancel for any reason within the first term of the policy you also agree
1285 to pay the applicable cancellation fee.

1286 How and When **We** May Cancel. If **we** decide to cancel this policy for any reason except at **your** request or for non-payment of premium, **we** will
1287 send notice to **you**, mailed to **your** last known address or sent electronically via email notification to **your** last email address known to us., at
1288 least ten (10) days before the cancellation is to be effective if the policy has been in force for sixty (60) days or less, or at least thirty (30) days'
1289 notice before the cancellation is to be effective if the policy has been in force for more than sixty (60) days. **We** will use first-class mail or
1290 electronic email notification to transmit such notice. The mailing or emailing of the notice shall be sufficient proof that notice was given. The
1291 notice will state:

- 1292 a. The effective date of the cancellation;
1293 b. The actual reason for cancellation; and
1294 c. That **you** may be eligible for insurance through the Nebraska Liability Assigned Risk Plan.

1295 After this policy has been in effect for sixty (60) days, **we** will not cancel it, except for the following reasons:

- 1296 i. Non-payment of premium;
1297 ii. Suspension or revocation during the policy period, of **your** driver's license. If more than one **person** is shown on the Automobile
1298 Declaration as a Named Insured or Scheduled Operator, but only one has had a driver's license under suspension or revocation, **we** will
1299 not cancel the policy for this reason. However, **we** may issue an endorsement stipulating that no coverage will apply while that **person** is
1300 operating a vehicle. If there is no endorsement removing all coverage, **we** will only provide the minimum coverages and limits mandated by
1301 the applicable Financial Responsibility Law when that **person** is operating a vehicle during a period of license suspension or revocation;
1302 iii. Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder or a violation of any of the terms or
1303 conditions of a policy; or
1304 iv. Changes in conditions after the effective date of the policy which have materially increased the hazards originally insured.
1305 v. Violation of policy conditions by any Named Insured on this policy's Automobile Declaration(s).

1306 Automatic Cancellation.

1310 If **you** obtain other insurance on **your auto**, any similar coverage provided by this policy will terminate on the effective date of the other
1311 insurance.
1312 Return of Unearned Premium. If **you** cancel, premium will be earned on a pro-rata basis less any applicable cancellation fee. If **we** cancel,
1313 premium will be earned on a pro-rata basis. Any unearned premium may be returned at the time **we** cancel or within a reasonable time
1314 thereafter. Delay in the return of unearned premium does not affect the cancellation.

1315 **9. Concealment, Fraud or Misrepresentation**

1316 **We** do not provide coverage for any **insured** who has concealed any fact, made fraudulent statements, misrepresentations or engaged in
1317 fraudulent conduct in connection with any application for insurance, accident, loss or presentation of any claim for which coverage is sought
1318 under this policy.
1319

1320
1321
1322 In Witness Whereof, the New Horizons Insurance Company of Missouri has caused this policy to be signed by its President and Secretary at
1323 Jefferson City, Missouri.
1324

1325 

1326 President

1325 

1326 Secretary

1327
1328
1329 **ENDORSEMENT SECTION**

1330
1331 **The endorsements in this section are optional and only those shown on your Automobile Declaration apply. All definitions, duties,**
1332 **exclusions, limitations, general agreements, terms and conditions in the policy apply unless specifically modified by the language in the**
1333 **pertinent endorsement.**

1334
1335 There is no insurance provided by this policy while any vehicle is operated by or is under the control of any **person** shown as a Restricted Driver on
1336 the Automobile Declaration.

1337
1338 **LOSS TO PERSONAL PROPERTY**

1339
1340 The coverage provided by this endorsement applies only if Loss to Personal Property is shown on the Automobile Declaration and the appropriate
1341 premium has been paid. All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO apply to the personal property covered by this
1342 endorsement, unless otherwise modified in this endorsement.

1343 **We** will pay up to the amount shown on the Automobile Declaration, minus a \$25.00 deductible per **loss**, for personal property and effects
1344 damaged suddenly, accidentally, and directly in a covered COLLISION or OTHER THAN COLLISION (OTC) **loss**, while in **your auto**, a **newly**
1345 **acquired auto** or **temporary substitute auto**. The amount payable will not exceed the fair market value of the damaged, destroyed or stolen
1346 property immediately prior to the **loss**.

1347
1348 **ADDITIONAL EXCLUSIONS**

1349 This coverage will not apply:

1350 1. to theft of or **loss** to:

- 1351 a. any electronic equipment that receives, sends, displays, transmits or stores signals, sound, data, images or other media and powered by
1352 electricity, battery, or solar sources;
1353 b. any other electronic equipment that receives or transmits audio, visual or data signals;
1354 c. tapes, records, discs, flash drives, game cartridges, cards, chips or other media used with equipment described in a. or b. above; or
1355 d. any other accessories used with equipment described in a. or b. above.

1356 For the purposes of this endorsement, this exclusion 1. replaces exclusion 7. in the section **When PART D – COVERAGE FOR DAMAGE TO**
1357 **YOUR AUTO Does Not Apply** of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO.

1358 2. to theft of any property used or intended for use in any trade, occupation, vocation, or **business**.

1359 3. to theft loss unless **you** or **your** representative have reported the theft loss to the proper police authorities having jurisdiction at the location
1360 where the theft occurred.

1361 For the purposes of, and subject to all terms of, this endorsement, 13. in the section **When PART D – COVERAGE FOR DAMAGE TO YOUR**
1362 **AUTO Does Not Apply** of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO does not apply to this coverage.

1363
1364 **COMBINED SINGLE LIMIT LIABILITY**

1365
1366 The coverage provided by this endorsement applies only if Combined Single Limit is shown under Bodily Injury Liability/Property Damage Liability
1367 on the Automobile Declaration and the appropriate premium for the Limit shown has been paid.
1368

1369 The first paragraph of the **Limits of Liability** section of PART A – LIABILITY COVERAGE is replaced by the following:

1370 The amount shown on the Automobile Declaration under **Limits** for Bodily Injury/Property Damage/Combined Single Limit refers to all covered
1371 damages, including damages for care and loss of services, arising out of and due to **bodily injury** to all **persons** and all property damage, resulting
1372 from any one covered automobile accident. **Our** limit of liability for covered losses will not exceed the amount shown under **Limits** for Bodily
1373 Injury/Property Damage/Combined Single Limit on **your** Declaration.

1374 Only one of **your** Declarations will apply to any vehicle and/or driver in a covered accident.
1375

1376 **ACCIDENTAL DEATH BENEFITS**

1377
1378 **You** have this coverage if Accidental Death Benefits is shown on the Automobile Declaration and the appropriate premium for the Limit shown has
1379 been paid.
1380

1381 If **you** are a **person**, **we** will pay the applicable amount shown on the Automobile Declaration for accidental death to **you**, **your spouse** or **your**
1382 **family member**. If **you** are an entity other than a **person**, **we** will pay the applicable amount shown on the Automobile Declaration for accidental
1383 death to any **person** listed as Designated Representative on the Automobile Declaration. This amount is payable upon proof of death which occurs

1384 within sixty (60) days of the date of the covered accident.
1385 This accident must:
1386 1. be the direct cause of internal or external **bodily injury**; and
1387 2. be the sole cause of the death; and
1388 3. result while:
1389 a. operating;
1390 b. **occupying**;
1391 c. repairing, servicing, or maintaining;
1392 an **auto** or **trailer**; or
1393 d. being injured while on a bicycle or as a pedestrian by an **auto**, **trailer**, motorcycle, or truck-tractor designed to pull a **trailer** or semi-trailer.

1394 If **you** are an entity other than a **person**, Number 3. above is amended to read:

1395 3. result while:
1396 a. operating;
1397 b. **occupying**;
1398 c. repairing, servicing, or maintaining;
1399 **your auto**, a **temporary substitute auto**, **newly acquired auto** or **your trailer**; or
1400 d. being injured while on a bicycle or as a pedestrian by an **auto**, **trailer**, motorcycle, or truck-tractor designed to pull a **trailer** or semi-trailer.

1401 **LIMIT OF LIABILITY**

1402 The limit shown on the Automobile Declaration for this coverage is **our** maximum Limit of Liability for each **person** terminally injured in any one
1403 accident. This is the most **we** will pay regardless of the number of:

1404 1. **insureds**;
1405 2. claims made;
1406 3. vehicles or premiums shown on the policy;
1407 4. vehicles involved in the accident; or
1408 5. policies issued by **us**.

1409 **EXCLUSIONS**

1410 **We** do not provide coverage for any death resulting directly or indirectly from any of the following or if any of the following contributes in any way:

- 1411 • intentional or voluntary gas poisoning or asphyxiation;
- 1412 • discharge of a nuclear weapon (even if accidental);
- 1413 • war, declared or undeclared, or any act incident thereto;
- 1414 • riot or civil commotion;
- 1415 • civil war;
- 1416 • insurrection;
- 1417 • rebellion or revolution;
- 1418 • suicide, while sane;
- 1419 • **insured** or covered **person** committing a felonious act;
- 1420 • resisting arrest or fleeing from justice;
- 1421 • **occupying** any vehicle designed for racing or any vehicle while competing in, or practicing or preparing for, any racing or speed contest or
1422 other competitive event. Competitive event does not mean participating in a parade or car show;
- 1423 • testing any vehicle on any track or speedway or while riding on a vehicle with three or less wheels that is not a vehicle shown as having this
1424 coverage on this policy;
- 1425 • engaged as a mechanic or serviceman while towing, pushing, working on, repairing, overhauling, or testing a vehicle;
- 1426 • engaged as an employee or volunteer of any police or fire department while on duty;
- 1427 • in military, naval, marine, air, or any other armed service of any country at war, whether such war be declared or undeclared;
- 1428 • transmission of a communicable disease;
- 1429 • operation of a motor vehicle by the deceased with illegal drugs present in their system or with their blood alcohol exceeding the state's legal
1430 limit where the accident occurred, at the time of the accident.

1431 **ADDITIONAL CONDITIONS**

1432 Written notice on which claim may be based must be given to **us** within twenty (20) days after the date of the accident from which such claim
1433 arises. Failure to give notice within the twenty (20) day period will not invalidate any claim if it can be shown by the **person** making the claim not to
1434 have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Proof of loss must be furnished
1435 to **us**, at **our** home office, within ninety (90) days after the date of such accident on such forms as are furnished by **us**, or in the event **we** fail to
1436 furnish such forms, on any form that reasonably establishes proof of loss insured against. Failure of the claimant to provide the notice of claim and
1437 submission of the proof of loss within the time frame set forth above may result in the denial of any insurance coverage otherwise available if **we**
1438 can establish that our rights have been prejudiced by the lack of such notice.

1439 **We** will have the right and opportunity to request an autopsy, at our expense, where such is not forbidden by law.

1440 No action at law or in equity will be brought to recover on any insurance hereunder prior to the expiration of sixty (60) days after proof of loss has
1441 been filed.

1442 The beneficiary under the insurance of any insured **person** will be the estate of such insured **person**. However, **we** may make any payment
1443 hereunder to any relative by blood or connection by marriage of such insured **person**, or to the extent of such portion of any such payment as may
1444 reasonably appear to **us** to be due such **person**, to any other **person** equitably entitled thereto by reason of having incurred expenses occasioned
1445 by maintenance or burial of such insured **person**.

1446 The insurance provided by this endorsement will terminate upon:

- 1447 1. **your** failure to pay the premium when due; or
- 1448 2. termination of the automobile policy issued by **us**.
1449 Provided, however, that in the event of termination under 2. of this paragraph, this insurance will terminate and the unearned premium,
1450 computed pro rata, will be returned.

1451 **EMPLOYER'S NON-OWNER LIABILITY**

1460 **You** have this coverage if Employer's Non-Owner Liability is shown on the Automobile Declaration and the appropriate premium has been paid.

1461
1462 This coverage protects **you, your** officers, directors, partners, trustees, and the **person(s)** shown as Designated Representative on the Automobile
1463 Declaration, in the event **you** or **your** officers, directors, partners, trustees, or the **person(s)** shown as Designated Representative on the
1464 Automobile Declaration are held legally responsible for damages or injuries covered under this policy and caused by one of **your** employees while
1465 **your** employee is driving their own personally owned **private passenger auto** in their employment in **your business** or farming operation.

1466
1467 A **private passenger auto** used for the delivery or transportation of goods and materials is not covered unless such use is incidental to **your**
1468 **business** of installing, maintaining or repairing furnishings or equipment, or for farming or ranching.

1469
1470 **DISABILITY INCOME**

1471
1472 **You** have this coverage if Disability Income is shown on the Automobile Declaration and the appropriate premium has been paid.

1473
1474 **We** will pay **you, your spouse** or **your family member** **DISABILITY INCOME** when **you, your spouse** or **your family member** sustains **bodily**
1475 **injury** caused by a covered accident while **occupying your auto, a newly acquired auto, temporary substitute auto, non-owned auto** or
1476 **trailer** or through being struck by a motor vehicle or **trailer**.

1477
1478 **We** will pay any other **person** **DISABILITY INCOME** who sustains **bodily injury** in a covered accident while **occupying**:
1479 1. **your auto, a newly acquired auto, temporary substitute auto** or **trailer**, provided it is being operated or occupied by **you, your spouse,**
1480 **your family member** or someone with the permission of **you, your spouse** or **your family member**; or
1481 2. a **non-owned auto** provided the **non-owned auto** is being operated by **you, your spouse** or **your family member**.

1482
1483 Subject to all terms of this coverage, it is agreed that this coverage will:

- 1484 1. begin fifteen (15) days after a covered accident;
1485 2. continue uninterrupted while the injured **person** is **continuously totally disabled**; and
1486 3. terminate not later than:
1487 a. one (1) year and fourteen (14) days after the date of the accident; or
1488 b. at death;
1489 whichever comes first.

1490
1491 **LIMITS**

1492 The limit for this coverage for a wage earner is eighty-five (85) percent of the loss of **income** of that wage earner, not to exceed \$800 per month,
1493 with total payments for loss of **income** not to exceed \$9,600.

1494
1495 The limit for this coverage for a non-wage earner is a maximum of \$20 per day (for reimbursement of expenses which are incurred for essential
1496 services normally performed by the injured person). Maximum benefit for a non-wage earner will not exceed \$6,000.

1497 The limit for this coverage as stated above applies separately for **DISABILITY INCOME** to each **person** who becomes **continuously totally**
1498 **disabled** as a direct result of having sustained a **bodily injury** covered by this endorsement.

1499
1500 **ADDITIONAL DEFINITIONS**

1501 **Continuously totally disabled** means disability which prevents the injured **person** from performing the duties required by their occupations.

1502 **Income** means:

- 1503 1. salary;
1504 2. commissions;
1505 3. professional fees;
1506 4. net profits from an individually owned **business**; or
1507 5. adjusted gross income from a farm.

1508
1509 **EXCLUSIONS**

1510 Coverage does not apply under this endorsement to **bodily injury**:

- 1511 1. sustained by:
1512 a. any **person** operating or **occupying** a vehicle otherwise covered by this policy, while such vehicle is being used at the time of an accident
1513 as a public livery or conveyance to transport or carry **persons** or property for any compensation or suggested donation. This includes, but
1514 is not limited to:
1515 1) while a driver is logged onto a **transportation network company's** digital network; or
1516 2) while a driver provides a prearranged ride.
1517 **We** will provide coverage, not otherwise excluded, for:
1518 1) **you**; and
1519 2) **your family members** who do not own or lease an **auto**;
1520 while a passenger (non-operator) of a **non-owned auto** being used for such purposes at the time of the accident;
1521 b. anyone while **occupying** any vehicle while located as a residence or premises; or
1522 c. anyone while **occupying** any vehicle including, but not limited to, a motorcycle, motorized scooter, motorized bicycle, go-cart, dune buggy,
1523 moped, mini bike, utility bike, pocket rocket, motorized mini truck, mini car, mini utility vehicle, recreational vehicle, all-terrain vehicle,
1524 snowmobile, or any other similar vehicle unless the vehicle is shown on the Declaration as having this coverage.
1525 2. sustained by **you, your spouse** or any of **your family members**:
1526 a. while **occupying** an **auto** owned by or furnished for the regular **use** of
1527 **you, your spouse** or any of **your family members**, other than **your auto, a newly acquired auto, temporary substitute auto, non-**
1528 **owned auto** or **trailer**; or
1529 b. while **occupying** or through being struck by:
1530 1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
1531 2) a vehicle operated on rails or crawler treads.
1532 3. sustained by any **person** other than **you, your spouse** or **your family member** resulting from **use** of:
1533 a. any **auto** in the **auto business**; or
1534 b. any **auto** used in any trade, occupation, vocation or **business**, except operation or **occupancy** of a **private passenger auto** by **you** or by
1535 **your private chauffeur** or domestic servant; or
1536 c. a **trailer** used with any vehicle identified in 1., 2., or 3.

- 1537 4. due to war.
- 1538 5. to any **person** if such **person's** conduct contributed to the **bodily injury** in any of the following ways:
- 1539 a. causing an expected or intended injury even if the resulting **bodily injury** is of a different kind, quality or degree than initially expected or
- 1540 intended;
- 1541 b. operating a motor vehicle with illegal drugs present in their system, or any **person** whose blood alcohol exceeded the State's legal limit
- 1542 where the accident occurred, while the **person** was driving or operating the vehicle involved in the accident;
- 1543 c. using a motor vehicle outside the scope of consent of the owner of the vehicle;
- 1544 d. operating a motor vehicle without an operator's license, or after suspension or revocation of their license;
- 1545 e. operating a motor vehicle upon a bet or wager or in a race, speed contest or
- 1546 other competitive event; competitive event does not mean participating in a parade or car show;
- 1547 f. seeking to elude lawful apprehension or arrest by a police officer; or
- 1548 g. committing a felonious act whether or not charged for the act.
- 1549 6. sustained by any occupant or driver of any other vehicle involved in an accident with a vehicle insured under this endorsement.
- 1550 7. resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation, or relations.
- 1551 8. from any actual, alleged, threatened or adjudicated **bodily injury** resulting from physical, mental or emotional injury or damage including, but
- 1552 not limited to, that derived from abuse, harassment, belittlement, disparagement, revilement, castigation, chastisement, criticism, perversion,
- 1553 maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether through physical, verbal, imaged, texted, electronically
- 1554 transmitted, telephonic, or any other means.
- 1555 9. For any **bodily injury** including, but not limited to, all consequential, pecuniary, and/or statutory damages arising in any way out of, or derivative
- 1556 of, any **bodily injury**:
- 1557 a. to a fellow employee while on the job and arising from the **use** of a vehicle by another employee in the employer's **business**. **You** and
- 1558 **your spouse**, and the first **person** listed as Designated Representative on the Automobile Declaration, and their **spouse**, are covered for
- 1559 such injury to a fellow employee.
- 1560 b. to any **business** employee of:
- 1561 i.) any **insured**;
- 1562 ii.) a spouse or **family member** of:
- 1563 1. any Designated Representative or any Scheduled Operator shown on this policy's Declaration(s);
- 1564 2. any **person** identified as an **insured** in sub-paragraphs 2.A., 3.A., 4.A., or 5.A. of the section **Who is an Insured**, paragraph I., of
- 1565 PART A – LIABILITY COVERAGE;
- 1566 arising out of and/or in the course of his or her employment by any such **person** identified in 9.b. i) or 9.b. ii) above.
- 1567 This exclusion 9. b. does not apply to **bodily injury** not otherwise excluded:
- 1568 i.) to a household employee or domestic employee who is not covered by, or who is not entitled or required to be covered under, any
- 1569 workers compensation insurance or benefits;
- 1570 c. to the spouse, child, parent, brother or sister of any employee as a consequence of a. or b. above.
- 1571 Exclusions a. through c. above apply whether the **insured** may be liable as an employer or in any other capacity, and to any obligation to share
- 1572 damages with, or to repay, someone else who must pay damages because of injury.
- 1573
- 1574

MEDICAL REPORTS – PROOF AND PAYMENT OF CLAIM

1575 As soon as practicable, the injured **person** or someone on his or her behalf will give to **us** written proof of claim. Any **person** who makes a claim

1576 under this coverage must, as a condition of payment:

- 1577 1. Authorize **us** to obtain any records which may be relevant to the claim or which may reasonably be expected to aid **our** investigation in
- 1578 determining the facts relevant to the claim;
- 1579 2. Answer, under oath as often as **we** may reasonably require, any questions posed by **us**, out of the presence of any other individual, and sign a
- 1580 written transcript of such questions and answers;
- 1581 3. Submit to a physical examination(s), at **our** expense, by doctors **we** select as often as **we** may reasonably require; and
- 1582 4. Authorize **us** to obtain medical records which are material to the claim, including prior medical records.

1583 Payment under this coverage is not an admission of liability by **us** or any **insured**.

1584

1585

CONDITIONS OF PAYMENT

1586 **We** may, at **our** option, pay the benefits under this policy to the injured party or if the injured party is incapacitated or deceased, **we** may pay any

1587 monies owed to any of the following **persons**: wife, husband, mother, father, child, or children of the incapacitated or deceased party, or to the

1588 executor or administrator of the estate. Payment to any one of the above named will, to the extent thereof, release **us** from all further liability.

1589

INCOME RECORDS

1590 **We** may require the injured person to secure and submit to **us**, their salary, commission, and/or Internal Revenue Service records.

1591

1592

1593

OTHER INSURANCE

1594 Insurance afforded under DISABILITY INCOME will be excess insurance over any benefits the injured **person** has the right to receive under any

1595 **compensation law**. Any benefits available under any **compensation law** will be deducted from the gross total loss of **income**. Of the remaining

1596 loss of **income**, 85% will be payable under DISABILITY INCOME, subject to the limitations stated above.

1597 Insurance afforded under DISABILITY INCOME for **persons**, other than **you**, **your spouse** and any of **your family members**, injured while

1598 **occupying your auto**, a **newly acquired auto**, **temporary substitute auto**, **non-owned auto** or **trailer** will be excess over any other valid and

1599 collectible individual, group, blanket, or franchise insurance; Blue Cross/Blue Shield and any other prepayment coverage; any governmental

1600 program providing benefits afforded under DISABILITY INCOME; benefits received under any **compensation law**; or automobile disability benefits.

1601 Insurance afforded under DISABILITY INCOME for **you**, **your spouse** and any of **your family members** injured while **occupying a temporary**

1602 **substitute auto** or a **non-owned auto** will be excess over any other valid and collectible automobile disability loss of **income** insurance.

1603 If the DISABILITY INCOME afforded hereunder is concurrent with like insurance afforded by any other automobile policy(s) issued to **you** by **us**,

1604 the total liability of **us** under all such policies will not exceed the one limit on the one Declaration having the highest applicable limit, of all

1605 Declarations on all **your** policies.

1606

1607

1608

TRANSPORTATION AND TRAVEL EXPENSES

1609 You have this coverage if Transportation/Travel Expense is shown on the Automobile Declaration and the appropriate premium for the Limits

1610 shown has been paid.

1611

1612 Coverage is provided for expenses provided under this endorsement, resulting from a covered **loss** under PART D – COVERAGE FOR DAMAGE

1613 TO YOUR AUTO that renders a vehicle covered under this endorsement unsafe to drive. **We** will pay covered losses without application of a

- 1614 deductible, up to the Per Day limit shown on the Automobile Declaration, not to exceed the Maximum per occurrence amount shown on the
1615 Automobile Declaration, for:
- 1616 1. temporary transportation, meals, and lodging expenses actually incurred by **you**, or a **person** listed as Designated Representative on the
1617 Automobile Declaration, in the event of a covered **loss to your auto, newly acquired auto, temporary substitute auto, or non-owned auto**.
1618 **We** will pay for such expenses if the **loss** is caused by:
1619 a. OTHER THAN COLLISION (OTC) **losses** only if the Automobile Declaration indicates that Other Than Collision coverage is provided for
1620 **your auto**; or
1621 b. COLLISION **losses** only if the Automobile Declaration indicates that Collision coverage is provided for **your auto**;
 - 1622 2. loss of use expenses for which **you**, or the first **person** listed as Designated Representative on the Automobile Declaration become legally
1623 responsible in the event of a covered **loss to a non-owned auto**. **We** will pay for loss of use expense if the **loss** is caused by:
1624 a. OTHER THAN COLLISION (OTC) **losses** only if the Automobile Declaration indicates that Other Than Collision coverage is provided for
1625 **your auto**;
1626 b. COLLISION **losses** only if the Automobile Declaration indicates that Collision coverage is provided for **your auto**.

1627 LIMIT OF LIABILITY

1628 **We** will not pay more than:

- 1629 1. the Per Day limit shown on the Automobile Declaration for this coverage, for the sum total of all expenses incurred for all categories of covered
1630 expenses, on any one day for a covered **loss**;
- 1631 2. the Maximum per occurrence limit shown on the Automobile Declaration for Transportation and Travel Expenses, for the total of all expenses
1632 incurred for all categories of covered expenses, for any one covered **loss**;
- 1633 3. a reasonable amount, not to exceed the Per Day Limit and the Maximum per occurrence limit shown on the Automobile Declaration, for a
1634 temporary replacement vehicle of a similar size and quality as **your auto**;
- 1635 4. for the period of time:
1636 a. required to **repair your auto, a temporary substitute auto, a newly acquired auto** or a **non-owned auto** after a covered **loss**; or
1637 b. following a covered **loss**, until **we** make an offer to pay the **actual cash value** of such **auto** in the event it is deemed by **us** to be a total
1638 loss;
- 1639 5. the actual amount incurred, not to exceed the Per Day limit and the Maximum per occurrence limit shown on the Automobile Declaration, over
1640 and above normal expenses, for meals, lodging, and travel required to return home following a covered **loss** to a covered **auto** that renders
1641 such **auto** unsafe to drive.

1642 The limits do not apply separately to each kind of loss or expense.

1643 INCREASED LIMITS POLLUTION

1644 **You** have this coverage if Increased Limits Pollution is shown on the Automobile Declaration and the appropriate premium for the Limit shown has
1645 been paid.

1646 LIMIT OF LIABILITY

1647 The **Limits of Liability** section of PART A – LIABILITY COVERAGE is amended as follows:

1648 Item 2 in the **Limits of Liability** section is deleted and replaced with the following:

- 1649 2. In regard to an accident covered by PART A – LIABILITY COVERAGE, **our** limit of liability for all damages, including but not limited to those
1650 costs resulting from clean-up, testing, monitoring, abating, mitigating, removal, remediation, treating or disposal, arising out of the actual,
1651 alleged or threatened discharge, dispersal, seepage, migration, release or escape of smoke, fumes, acids, alkalis, toxic
1652 chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water
1653 course or body of water will not exceed \$100,000 for all injuries and damages to all **persons** and property resulting from any one covered
1654 accident. This provision will not increase **our** total limit of liability. All damages from continuous or repeated exposure to substantially the same
1655 conditions will be considered as resulting from one accident.

1656 REDUCING DEDUCTIBLE

1657 **You** have this coverage if Deductible (Reducing) is shown on the Automobile Declaration and the appropriate premium has been paid.
1658 In the event the Automobile Declaration shows Deductible (Reducing) the following provision applies:

1659 The deductible amounts shown on the Automobile Declaration for Other Than Collision and Collision will be reduced by \$100 provided that no claim
1660 payment over the REDUCING DEDUCTIBLE threshold amount (as filed by **us** with the Nebraska Department of Insurance) has been paid by **us**
1661 during the twelve (12) month period following the annual anniversary date of this policy. A further reduction of \$100 from the original deductible
1662 amounts for Other than Collision and Collision will be given for each claim free period, as described, with each reduction to be effective at 12:01
1663 a.m. on the next anniversary date following such period. In no event will the deductible be less than zero. In the event a claim payment is made
1664 over the REDUCING DEDUCTIBLE threshold amount (as filed by **us**), the Other Than Collision and Collision deductibles originally stated on the
1665 Automobile Declaration will be reinstated with respect to any subsequent claims, at the next renewal date.

1666 Payment under PART C – UNINSURED MOTOR VEHICLE COVERAGE or UNDERINSURED MOTOR VEHICLE coverage will not be considered
1667 a claim payment with respect to the threshold provisions of this endorsement.

1668 EMERGENCY ROAD SERVICE

1669 **You** have this coverage if Emergency Road Service is shown on the Automobile Declaration.

1670 **We** will pay what **we** deem to be reasonable expenses for those expenses **you** incur for **your auto, temporary substitute auto, newly acquired**
1671 **auto** or a **non-owned auto** that is disabled and in the possession of or being operated by **you, your spouse, your family member**, or the
1672 **person(s)** listed as Designated Representative on the Automobile Declaration for:

- 1673 1. mechanical labor up to one hour at the place of its breakdown;
- 1674 2. towing to the nearest place where the necessary repairs can be made during regular business hours if it will not run;
- 1675 3. towing it out if it is stuck on or immediately next to a public highway;
- 1676 4. delivery of gas, oil, loaned battery or change of tire. **We** do not pay for the cost of these items; or
- 1677 5. locksmith services, up to one hour, to open **your auto** if **your** key is lost, stolen or inside **your auto**. **We** will pay only the cost of labor.

1678 The most **we** will pay for any one disablement is one towing and labor charge.

1691 **UNDERINSURED MOTOR VEHICLE**

1692
1693 Subject to all terms stated in this endorsement, **you** have UNDERINSURED MOTOR VEHICLE gap coverage if Underinsured Motor Vehicle is
1694 shown on the Automobile Declaration and the appropriate premium has been paid. UNDERINSURED MOTOR VEHICLE gap coverage applies to
1695 accidental **bodily injury**, caused by **use** of an **underinsured motor vehicle**, which an **insured** is legally entitled to collect.
1696

1697 **THERE IS NO UNDERINSURED MOTOR VEHICLE GAP COVERAGE UNTIL ALL LIMITS OF LIABILITY OF ALL BODILY INJURY LIABILITY**
1698 **BONDS AND POLICIES THAT APPLY HAVE BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS, AND THE TOTAL**
1699 **SUM OF ALL LIMITS PAID ARE LESS THAN THE LIMIT SHOWN FOR UNDERINSURED MOTOR VEHICLE ON THE AUTOMOBILE**
1700 **DECLARATION.**
1701

1702 **Underinsured Motor Vehicle** – means a land motor vehicle:

- 1703 1. The ownership, maintenance or use of which is insured or bonded for bodily injury liability at the time of the accident; and
1704 2. Whose limit(s) of liability for bodily injury liability is less than the limit of liability for Underinsured Motor Vehicle shown on the Automobile
1705 Declaration.

1706 An **underinsured motor vehicle** does not include a land motor vehicle:

- 1707 1. Insured under the liability coverage of this policy or any other policy issued by **us** or any other carrier to **you**, **your family member(s)**, a **person**
1708 listed as a Designated Representative or Scheduled Operator on the Automobile Declaration;
1709 2. Owned by, leased to, rented to, in the care, custody or control of, or furnished or available for the regular use of, **you**, **your family member(s)**,
1710 or any **person(s)** listed as a Designated Representative or Scheduled Operator on any Automobile Declaration of this policy or their **family**
1711 **member(s)**;
1712 3. Owned by any government or any of its political subdivisions or agencies;
1713 4. While located for **use** as a residence or premises;
1714 5. Designed for **use** mainly off public roads except while on public roads;
1715 6. Defined as an **"underinsured motor vehicle"** in **your** policy;
1716 7. Operated on rails or crawler treads; or
1717 8. Whose limits of liability for bodily injury liability are equal to, or greater than, the limit of liability for Underinsured Motor Vehicle shown on the
1718 Automobile Declaration.
1719

1720 **Who is an Insured**

1721 **Insured** means:

- 1722 1. If the Named Insured(s) on the Automobile Declaration is a **person**, then that **person** is an **insured**, as well as:
1723 A. his/her **spouse**;
1724 B. his/her **family member(s)**, except that any of his/her **family member(s)** who owns or leases an **auto** at the time of the accident is only
1725 considered to be an **insured** while **occupying your auto**, a **temporary substitute auto** or a **newly acquired auto** or **trailer** attached to
1726 such **auto**.
1727 2. If the Named Insured(s) on the Automobile Declaration is not a **person**, the **person(s)** listed as Designated Representative on the Automobile
1728 Declaration is an **insured**, as well as:
1729 A. his/her **spouse**;
1730 B. his/her **family member(s)**, except that any such **family member(s)** who owns or leases an **auto** at the time of the accident is only
1731 considered to be an **insured** while **occupying your auto**, a **temporary substitute auto** or a **newly acquired auto** or **trailer** attached to
1732 such **auto**.
1733 3. Any other **person** while **occupying your auto**, a **temporary substitute auto**, a **newly acquired auto** or **trailer** attached to such **auto**. Such
1734 **auto** or **trailer** has to be used within the scope of the consent of **you**, **your spouse**, or a **person** listed as Designated Representative on the
1735 Automobile Declaration or their **spouse**.
1736 4. If the Named Insured on the Automobile Declaration is a **person**, any other **person** while **occupying an auto** not owned or leased by **you**,
1737 **your family member** or any **person** shown as a Designated Representative or Scheduled Operator on the Automobile Declaration or their
1738 **family member**, or while **occupying a trailer** attached to such **auto**. Such **auto** must be driven by **you**, **your family member**, or a
1739 Scheduled Operator shown on the Automobile Declaration at the time of the accident and within the titled owner's consent.
1740 5. Any **person** entitled to recover damages because of **bodily injury** to an **insured** under 1. through 4. above.
1741
1742

1743 **Consent To Be Bound**

1744 **We** are not bound by any judgment or verdict against any **person** or organization without **our** written consent.

1745 **Limits of Liability**

1746 Notwithstanding any other Limit of Liability clause found in any other section of this policy, the following language applies to accidental **bodily**
1747 **injury**, caused by **use** of an **underinsured motor vehicle**, which an **insured** is legally entitled to collect. If there are multiple vehicles showing
1748 Underinsured Motor Vehicle gap coverage on this policy, and if an injured **insured** occupies one of these in a covered accident, only the
1749 Underinsured Motor Vehicle gap coverage shown on the Automobile Declaration for the vehicle the injured **insured** is **occupying** will apply.
1750

- 1751 1. UNDERINSURED MOTOR VEHICLE coverage is gap coverage, not excess coverage. **We** do not pay the Underinsured Motor Vehicle limit
1752 shown on the Automobile Declaration. Rather, **we** only will pay up to the difference between the total amount recovered from:
1753 a. all liability insurers of the **underinsured motor vehicle(s)** and operator(s); plus
1754 b. all sums recovered from all parties other than those identified in 1.a. that may be legally responsible for any portion of the injury to the
1755 **insured**; plus
1756 c. all sums paid or payable by:
1757 i. any workers compensation or disability benefits insurance company; or
1758 ii. self-insurer under workers compensation or disability benefits law or similar law;
1759 and the limit of Underinsured Motor Vehicle shown on the Automobile Declaration.
1760 2. Subject to all terms in this endorsement, the amount shown on the Automobile Declaration under "Per Person" refers to all damages, including
1761 damages for care and loss of services or consortium, arising out of and due to **bodily injury** to one **person**. The amount shown on the
1762 Automobile Declaration Under "Per Accident" refers to the amount, subject to the amount shown under "Per Person", for all such damages
1763 arising out of and due to **bodily injury** to more than one **person** in the same accident. **Persons** having a derivative claim including but not
1764 limited to a claim for loss of care or services do not constitute a separate and distinct **bodily injury** or limit of coverage. Only one "Per Person"
1765 limit applies for all damages and claims of all claimants arising out of one **person's bodily injury**.
1766 3. **NO STACKING OR AGGREGATION OF UNDERINSURED MOTOR VEHICLE INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS**
1767 **POLICY.**

- 1768 4. Regardless of the limits of Underinsured Motor Vehicle shown on the Automobile Declaration, and subject to all terms of this endorsement, the
1769 limits of UNDERINSURED MOTOR VEHICLE will not exceed \$50,000 per person and \$100,000 per accident for:
1770 a. any **insured** other than:
1771 i. **you**;
1772 ii. **your family member** who does not own or lease an **auto**;
1773 iii. any **person** listed as a Designated Representative on the Automobile Declaration at the time of the accident, or any **person** listed as
1774 Scheduled Operator on the Automobile Declaration and meeting the definition of an **insured**, at the time of the accident;
1775 iv. a **family member** of any **person** shown as a Designated Representative on the Automobile Declaration as of the date of the accident,
1776 if the **family member** does not own or lease an **auto**;
1777 b. any **person** operating a vehicle to which this UNDERINSURED MOTOR VEHICLE coverage applies, if the operator's driver's license is
1778 suspended or revoked at the time of the accident.
1779

1780 Exclusions

1781 There is no UNDERINSURED MOTOR VEHICLE gap coverage:

- 1782 1. For any **insured** who, without **our** written consent, settles with any **person** or organization that may be liable for the **bodily injury** and thereby
1783 **our** right to recover **our** payments.
1784 2. For that portion of damages sustained by any **insured** which are paid or payable to, or on behalf of, such **insured** under any **compensation**
1785 **law** or similar law as a result of the same accident.
1786 3. For punitive or exemplary damages.
1787 4. For **bodily injury** to any **insured** if an **insured**'s conduct contributed to the **bodily injury** by seeking to elude lawful apprehension, arrest by a
1788 law enforcement officer, or while committing a felonious act.
1789 5. For **bodily injury** which arises out of the transmission of a communicable disease to any **insured**.
1790 6. For **bodily injury** sustained while **occupying** any vehicle designed for racing or any vehicle while competing in, or practicing or preparing for,
1791 any racing or speed contest or competitive event. Competitive event does not include participation in a parade or car show.
1792 7. For any **insured** while **occupying** a motor vehicle owned or leased at the time of the accident by **you**, **your family member**, any **person** listed
1793 as Designated Representative or Scheduled Operator on any Automobile Declaration of this policy at the time of the accident or any of their
1794 **family members**, if such vehicle is not shown on any Automobile Declaration of this policy at the time of the accident as being insured for
1795 Underinsured Motor Vehicle gap coverage.
1796 8. For **bodily injury** from being struck by a motor vehicle owned or leased at the time of the accident by **you**, **your family member**, any **person**
1797 listed as Designated Representative or Scheduled Operator on any Automobile Declaration of this policy at the time of the accident or any of
1798 their **family member(s)**.
1799 9. For **bodily injury** sustained by any **insured** operating or **occupying** a vehicle otherwise covered by this policy, while such vehicle is being
1800 used at the time of an accident as a public livery or conveyance to transport or carry **persons** or property for any compensation or suggested
1801 donation. This includes, but is not limited to:
1802 1) while a driver is logged onto a **transportation network company's** digital network; or
1803 2) while a driver provides a prearranged ride.
1804 **We** will provide coverage, not otherwise excluded, for:
1805 a. **you**, and **your family members** who do not own or lease an **auto**;
1806 b. the first **person** listed as Designated Representative on the Declaration, and his/her **family members** who do not own or lease an **auto**;
1807 and
1808 c. scheduled operators shown on the Declaration;
1809 while a passenger (non-operator) of a **non-owned auto** being used for such purposes at the time of the accident.
1810 10. For **bodily injury** or property damage resulting from any actual, alleged, threatened or adjudicated sexual abuse, sexual harassment, sexual
1811 molestation, sexual relations, or from any physical, mental, or emotional abuse, harassment, belittlement, disparagement, revilement,
1812 castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether through
1813 physical, verbal, imaged, texted, electronically transmitted, telephonic or any other means.
1814 11. For **bodily injury** sustained by any **insured** using a vehicle without permission of the titled owner of the vehicle to do so.
1815

1816 If There Is Other Underinsured Motor Vehicle Coverage

1817 Subject to all terms of this endorsement, if more than one policy, declaration, and/or endorsement applies to accidental **bodily injury** to an **insured**
1818 caused by the use of an **underinsured motor vehicle** in a covered accident, regardless of who issues the policies or to whom the policies are
1819 issued, the total limits of liability under all such coverages shall not exceed that of the coverage with the highest limit of liability and **we** are liable
1820 only for **our** share. **Our** share is that percent of the damages that the limit of all liability of this coverage bears to the total of all underinsured motor
1821 vehicle coverage applicable to the accident.
1822 If:

- 1823 a. **your** policy has multiple vehicles showing Underinsured Motor Vehicle gap coverage; and/or
1824 b. **you** have multiple policies with **us** showing Underinsured Motor Vehicle gap coverage on vehicles; and
1825 c. an injured **insured occupies** one of these vehicles in a covered accident;
1826 only the Underinsured Motor Vehicle gap coverage shown on the Automobile Declaration for the vehicle the injured **insured occupies** will be used
1827 to determine **our** share.

1828 NO STACKING OR AGGREGATION OF UNDERINSURED MOTOR VEHICLE INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS 1829 POLICY.

1830 This is true regardless of the number of:

- 1831 a. **insureds**;
1832 b. claims made;
1833 c. vehicles and/or **persons** shown on the policy;
1834 d. vehicles involved in the accident;
1835 e. vehicles showing Underinsured Motor Vehicle coverage on the policy;
1836 f. premiums paid;
1837 g. liability insurance policies and/or bonds;
1838 h. underinsured motor vehicle insurance policies, declarations and/or endorsements.
1839

1840 Arbitration

- 1841 1. If **we** and an **insured** do not agree:
1842 a. whether that **insured** is legally entitled to recover damages; or
1843 b. as to the amount of damages which are recoverable by that **insured** from the owner or operator of an **underinsured motor vehicle**, then
1844 the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

1845 Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot
1846 agree within thirty (30) days, either may request that selection be made by a judge of a court having jurisdiction.
1847 2. Each party will:
1848 a. pay the expenses it incurs; and
1849 b. bear the expenses of the third arbitrator equally.
1850 3. Unless both parties agree otherwise, arbitration will take place in the county in which the Named Insured lives. Local rules of law as to
1851 procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
1852 a. whether the **insured** is legally entitled to recover damages; and
1853 b. the amount of damages. This applies only if the amount does not exceed the minimum limit for **bodily injury** liability specified by the
1854 applicable Financial Responsibility Law of the state in which **your covered auto** is principally garaged. If the amount exceeds that limit,
1855 either party may demand the right to a trial. This demand must be made within sixty (60) days of the arbitrators' decision. If this demand is
1856 not made, the amount of damages agreed to by the arbitrators will be binding on that **insured** and **us**.

1857 **Additional Duties**

1858 A **person** seeking coverage under this endorsement must also promptly:

- 1859 1. send **us** copies of all legal papers including a lawsuit against the alleged operator of the **underinsured motor vehicle** if a suit is brought, and
- 1860 2. notify **us** in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow **us** thirty (30)
- 1861 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or
- 1862 operator of such **underinsured motor vehicle**.
- 1863
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1867 **ELECTRONIC EQUIPMENT**

1868 **You** have this coverage for a vehicle if Electronic Equipment is shown on the Automobile Declaration for that vehicle and the appropriate premium
1869 for the limit shown has been paid.

1870 All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO applies to the electronic equipment covered by this endorsement, unless
1871 otherwise modified in this endorsement.

1872 Exclusion 7. of the section entitled **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply**, in PART D - COVERAGE
1873 FOR DAMAGE TO YOUR AUTO, does not apply to electronic equipment covered by this endorsement.

1874 Subject to all terms of this endorsement and PART D – COVERAGE FOR DAMAGE TO YOUR AUTO of this policy **we** will pay, without application
1875 of a deductible, for **loss** to which this endorsement applies to any electronic equipment that receives or transmits audio, visual or data signals, or is
1876 designed solely for the reproduction of sound.

1877 This coverage applies only if:

- 1878 1. the electronic equipment is permanently installed in **your auto** or a **newly acquired auto**; or
- 1879 2. the equipment is:
 - 1880 a. removable from a housing unit which is permanently installed in **your auto** or a **newly acquired auto**;
 - 1881 b. designed to be solely operated by the power from **your auto's** or a **newly acquired auto's** electrical system; and
 - 1882 c. in **your auto** or a **newly acquired auto**;

1883 at the time of the **loss**.

1884 **We** will also pay, without application of a deductible, for **loss** to:

- 1885 1. any accessories used with such electronic equipment: and
- 1886 2. tapes, records, discs, flash drives, game cartridges, cards, chips or other media used with the equipment if they are:
 - 1887 a. **your** property, the property of the first **person** listed as Designated Representative on the Automobile Declaration, or that of a **family**
 - 1888 **member of you** or the first **person** listed as Designated Representative on the Automobile Declaration; and
 - 1889 b. in **your auto** or a **newly acquired auto** at the time of the **loss**.

1890 **ADDITIONAL EXCLUSIONS**

1891 **We** will not pay, under this endorsement, for any electronic equipment that is:

- 1892 • necessary for the normal operation of the **auto** or the monitoring of the **auto's** operating systems; or
- 1893 • an integral part of the same unit housing any sound reproducing equipment described in 1. and 2. above and permanently installed in the
1894 opening of the dash or console of **your auto** or a **newly acquired auto** normally used by the manufacturer for installation of a radio or stereo.

1895 **LIMIT OF COVERAGE**

1896 With respect to coverage under this endorsement only, the first paragraph of **Limit of Coverage – Other than Collision and Collision** of PART D
1897 – COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

1898 **Our** limit of liability for the total of all **losses**, as a result of any one occurrence, to audio, visual, data or electronic equipment, and tapes, records,
1899 discs or other media, or any accessories, used with the electronic equipment, will be the lesser of:

- 1900 1. the **actual cash value (ACV)** of the stolen or damaged property;
- 1901 2. the amount necessary to **repair** or replace the property with other property of like kind and quality;
- 1902 3. **your** insurable interest in the stolen or damaged property at the time of the **loss**;
- 1903 4. the amount shown on the Automobile Declaration for Electronic Equipment.

1904 **ADDITIONAL INSURED - LESSOR**

1905 **You** have this coverage if an Additional Insured – Lessor is shown on the Automobile Declaration.

1906 Any liability coverages afforded by this policy for **your leased auto** also applies to the lessor named on the Automobile Declaration as an additional
1907 insured-lessor. This insurance is subject to the following additional provisions:

- 1908 1. **we** will pay damages for which the lessor becomes legally responsible only if the damages are caused by acts or omissions of:
 - 1909 a. **you**, **your spouse** or **your family member**, or if **you** are an entity other than a **person**, the first **person** listed as Designated
 - 1910 Representative on the Automobile Declaration, their **spouse** or their **family member**; or
 - 1911 b. any other **person**, except the lessor or any employee or agent of the lessor, **using your leased auto** within the scope of consent of **you**,
 - 1912 **your spouse**, or, if **you** are an entity other than a **person**, within the scope of consent of the first **person** listed as Designated
 - 1913 Representative on the Automobile Declaration, or their **spouse**.

- 1922 2. **your leased auto** means:
- 1923 a. the vehicle shown on the Automobile Declaration which **you** lease for a continuous period of at least six (6) months under a written
- 1924 agreement which requires **you** to provide primary insurance for the lessor; and
- 1925 b. any substitute or replacement **auto** furnished to **you** by the lessor named on the Automobile Declaration.
- 1926 3. **we** may cancel this policy at any time, as provided by the terms of this policy. In the event the policy should expire and not be renewed, or is
- 1927 canceled for any reason, the Additional Insured - Lessor named on the Automobile Declaration will be given ten (10) days notice before such
- 1928 expiration or cancellations will become effective with respect to the Additional Insured - Lessor's interest.
- 1929 4. the Additional Insured - Lessor will, on demand, pay any premium due under this policy which **you** may neglect to pay.
- 1930 5. the Additional Insured - Lessor must notify **us** of any change of ownership or increase of hazard of which they have knowledge.
- 1931 6. the designation of the Lessor as an Additional Insured will not operate to increase **our** limits of liability.
- 1932
- 1933

1933 SNOWMOBILE

1934 **You** have this coverage if Snowmobile is shown on the Automobile Declaration.

1937 DEFINITIONS

1938 For purposes of this endorsement, the following definitions are replaced with the following:

1939 **Auto** - means **snowmobile**.

1940 **Newly Acquired Auto** – means an **auto** to which **you** have taken title to or are the leaseholder of, if it:

- 1941 1. replaces **your auto**; or
- 1942 2. is an added **private passenger auto** and **we** insured all other **private passenger autos**;

1943 but only if **you**:

- 1944 1. tell **us** about it within 30 days after its delivery to **you**; and
- 1945 a. if the **auto you** acquire replaces one shown on the policy it will have the same coverage as the **auto** it replaced; or
- 1946 b. if the **auto you** acquire is an addition to any shown on the policy, it will have the broadest coverage **we** now provide for any **auto** shown on
- 1947 the policy; and
- 1948 2. pay **us** any additional amount due from the date of purchase.

1949 **Private passenger auto** - means a factory built **snowmobile** designed solely to carry a person(s). This does not include industrial or commercial

1950 type snow equipment. This does not include rental equipment or equipment provided by retail, outfitters or guide operations. This does not

1951 include any homemade or altered **snowmobiles**.

1952 **Snowmobile** - means a land motor vehicle mechanically driven which utilizes sled type runners, or skis, or an endless belt tread, track or wheel(s),

1953 or combination of these, designed primarily for operation off public roads on snow or ice. **Snowmobile** does not include any vehicle propelled by

1954 propellers, fans, or forced air.

1955 **Trailer** - means a vehicle of a type designed to be towed by a **snowmobile**. It does not include a device designed or used to transport a

1956 **snowmobile**.

1958 PART A - LIABILITY COVERAGE

1959 For purposes of this endorsement:

1960 The following exclusions are added to the section:

1961 **When PART A – LIABILITY COVERAGE Does Not Apply**

1962 There is no coverage:

- 1963 • for any **snowmobile** while rented or leased to any **insured** or organization other than **you**.
- 1964 • for any **insured** for **bodily injury** to any **insured** while **occupying**, or while being towed by, **your auto**.

1966 PART B – MEDICAL PAYMENTS COVERAGE

1967 For purposes of this endorsement, the following exclusion is added to the section:

1968 **When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply**

1969 There is no coverage:

- 1970 • for any **snowmobile** while rented or leased to any **insured** or organization other than **you**.

1973 PART C – UNINSURED MOTOR VEHICLE COVERAGE

1974 For the purposes of this endorsement, the paragraph beginning: "An **uninsured motor vehicle** does not include a land motor vehicle:" within the

1975 definition of **uninsured motor vehicle** in PART C – UNINSURED MOTOR VEHICLE COVERAGE is amended as follows:

1976 An **uninsured motor vehicle** does not include a vehicle:

- 1977 1. insured for liability under this policy; or
- 1978 2. owned by or furnished or available for the regular **use** of **you**, **your spouse** or any of **your family members**, any **person** listed as Designated
- 1979 Representative on this policy or any of their **spouses** or their **family members**; or
- 1980 3. owned or operated by a **person** or organization qualifying as a self-insurer under any applicable motor vehicle financial responsibility law,
- 1981 motor carrier law or any similar law; or
- 1982 4. owned by any government or any of its political subdivisions or agencies; or
- 1983 5. other than a **snowmobile**, designed for use mainly off public roads except while on public roads; or
- 1984 6. while located for **use** as a premises; or
- 1985 7. other than a **snowmobile**, operated on rails or crawler treads.

1988 PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

1989 For the purposes of this endorsement, the following exclusion is added to the section **When PART D – COVERAGE FOR DAMAGE TO YOUR**

1990 **AUTO Does Not Apply** of PART D - COVERAGE FOR DAMAGE TO YOUR AUTO:

1991 There is no coverage for:

- 1992 • **loss** to any **snowmobile** while rented or leased to any **person** or organization other than **you**.

1998 MISCELLANEOUS TYPE VEHICLE

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You have this coverage if Miscellaneous Type Vehicle is shown on the Automobile Declaration.

DEFINITIONS

When referring to coverage for the Miscellaneous Type Vehicle shown on the Automobile Declaration, the following definitions are replaced with the following:

Auto - means a land motor vehicle of the same kind and type as the Miscellaneous Type Vehicle shown on the Automobile Declaration.

Newly Acquired Auto – means an **auto** or **private passenger auto** to which **you**, **your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration, have taken title to or are the leaseholder of, if it:

1. replaces **your auto**; or
 2. is an added **auto** and:
 - a. if it is a **private passenger auto**, **we** insure all other **private passenger autos** or **autos**; or
 - b. if it is other than a **private passenger auto**, **we** insure all **autos** owned by **you**, **your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration, on the date of its delivery to **you**, **your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration;
- but only if **you**, **your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration:

1. tell **us** about it within thirty (30) days after its delivery; and
 - a. if the **auto** acquired replaces one shown on the policy it will have the same coverage as the **auto** it replaced; or
 - b. if the **auto** or **private passenger auto** acquired is an addition to any shown on **your** policy(s), it will have the broadest coverage **we** now provide for any one **auto** shown on **your** policy(s); and
2. pay **us** any additional amount due from the date of purchase.

If **we** insure all land motor vehicles (designed for **use** mainly on public roads) owned by **you**, **your spouse**, and if **you** are not a **person** the first **person** listed as Designated Representative on the Declaration, then **Newly Acquired Auto** also means a **private passenger auto** to which **you**, **your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration, have taken title to or are the leaseholder of, if it:

1. replaces one of **your private passenger autos**; or
 2. is an added **private passenger auto**,
- but only if **you**, **your spouse**, and if **you** are an entity other than a **person** the first **person** listed as Designated Representative on the Automobile Declaration:
1. tell **us** about it within thirty (30) days after its delivery; and
 - a. if the **private passenger auto** acquired replaces one shown on **your** policy, it will have the same coverage as the one it replaced; or
 - b. if the **private passenger auto** acquired is an addition to any shown on **your** policy(s), coverage from **your** Declaration with the highest limit of coverage which is in effect at both the time of purchase and the time of the covered accident will apply; and
 2. pay **us** any additional amount due from the date of purchase.

Non-owned Auto – means a **private passenger auto** or **auto** not owned by or registered or leased in the name of, or furnished or available for the regular use of:

1. **you**, **your spouse**, or the **person(s)** listed as Designated Representative on the Automobile Declaration;
2. any **family member** of any of the **persons** identified in 1. above, unless at the time of the accident or loss:
 - a. the **private passenger auto** or **auto** is or has within the last thirty (30) days been insured for liability coverage; and
 - b. **you**, **your spouse**, or the first **person** listed as Designated Representative on the Automobile Declaration, or their **family member** who does not own or lease such **private passenger auto** or **auto** is the driver;
3. any other **person** residing in the same household as **you**, **your spouse**, **your family members**, any **person(s)** listed as Designated Representative on the Automobile Declaration or any of their **family members**; or
4. an employer of **you**, **your spouse**, **your family members**, and/or an employer of any of the **persons** listed as Designated Representative and/or Scheduled Operators on the Automobile Declaration, or any of their **spouses** or **family members**.

If **we** insure all land motor vehicles (designed for **use** mainly on public roads) owned by **you**, **your spouse**, and if **you** are not a **person** the first **person** listed as Designated Representative on the Declaration, then **non-owned auto** also means a **private passenger auto** not owned by or registered or leased in the name of, or furnished or available for the regular use of:

1. **you**, **your spouse**, or the **person(s)** listed as Designated Representative on the Automobile Declaration;
2. any **family member** of any of the **persons** identified in 1. above, unless at the time of the accident or loss:
 - a. the **private passenger auto** is or has within the last thirty (30) days been insured for liability coverage; and
 - b. **you**, **your spouse**, or the first **person** listed as Designated Representative on the Automobile Declaration, or their **family member** who does not own or lease such **private passenger auto** is the driver;
3. any other **person** residing in the same household as **you**, **your spouse**, **your family members**, any **person(s)** listed as Designated Representative on the Automobile Declaration or any of their **family members**; or
4. an employer of **you**, **your spouse**, **your family members**, or the employer of any of the **persons** listed as Designated Representative on the Automobile Declaration or any of their **spouses** or **family members**.

Non-owned Auto does not include any vehicle which is not in the lawful possession of the **person** operating it.

Private Passenger Auto – means a land motor vehicle designed for **use** mainly on public roads:

- with four (4) or six (6) wheels;
- designed solely to carry **persons** and their luggage;
- with a car or station wagon body;
- with a van body that has a Gross Vehicle Weight (GVW) or Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less;
- with a pickup truck body and pickup style bed that has:
 - a Gross Vehicle Weight (GVW) of 10,000 pounds or less, or
 - a Gross Vehicle Weight Rating (GVWR) of 13,500 pounds or less, or
 - a curb weight of 6,500 pounds or less if an OEM (Original Equipment Manufacturer) GVW or GVWR is not available.

Private Passenger Auto does not include any vehicle which can be used as a temporary or permanent dwelling or other premises.

Temporary Substitute Auto – means an **auto** not owned or leased by **you**, **your spouse**, and if **you** are an entity other than a **person** the **persons** listed as Designated Representative on the Automobile Declaration, if it replaces **your auto** for a short time. Its use has to be with the consent of the owner. **Your auto** has to be out of use due to its breakdown, repair, servicing, damage or **loss**. A **temporary substitute auto** is not considered a **non-owned auto**.

Your Auto – means the Miscellaneous Type Vehicle shown on the Automobile Declaration.

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You have PART A – LIABILITY COVERAGE for **your auto** if **your auto** shows Bodily Injury Liability and Property Damage Liability on the Automobile Declaration.

When referring to coverage for the Miscellaneous Type Vehicle shown on the Automobile Declaration, PART A – LIABILITY COVERAGE is amended as follows:

Who is an Insured

Item II. in the section **Who is an Insured** of PART A – LIABILITY COVERAGE is replaced with the following:

II. When **we** refer to a **non-owned auto**, **insured** means:

1. If the first party listed as the Named Insured on the Automobile Declaration is a **person**, then that **person** is an **insured**, as well as:
 - A. his/her **spouse**;
 - B. his/her **family members**, provided the **family member** claiming coverage does not own or lease a **private passenger auto** or an **auto** and such **family member's** use of the **non-owned auto** is within the scope of consent of the first **person** listed as the Named Insured on the Automobile Declaration or their **spouse**, and the owner of such **auto**.
- If the **non-owned auto** is an All-Terrain Vehicle (ATV) and if coverage is applicable under this endorsement for such **non-owned auto**, this paragraph B. is amended as follows:
 - B. his/her **family members**, provided such **family member's** use of the **non-owned auto** is within the scope of consent of the first **person** listed as the Named Insured on the Automobile Declaration or their **spouse**, and the owner of such **auto**.
2. If the first party listed as the Named Insured on the Automobile Declaration is not a **person**, the first **person** listed as Designated Representative on the Automobile Declaration is an **insured**, as well as:
 - A. his/her **spouse**;
 - B. his/her **family members**, provided the **person** claiming coverage does not own or lease a **private passenger auto** or an **auto** and such **family member's** use of the **non-owned auto** is within the scope of consent of the first **person** listed as Designated Representative on the Automobile Declaration and the owner of such **auto**.
- If the **non-owned auto** is an All-Terrain Vehicle (ATV) and if coverage is applicable under this endorsement for such **non-owned auto**, this paragraph B. is amended as follows:
 - B. his/her **family members**, provided such **family member's** use of the **non-owned auto** is within the scope of consent of the first **person** listed as the Named Insured on the Automobile Declaration or their **spouse**, and the owner of such **auto**.
3. Any **person** or organization which does not own or hire the **non-owned auto** but is liable for its use by one of the **persons** or entities in 1. or 2. above, provided the use of such **non-owned auto** is within the scope of consent of one of the **persons** in 1. or 2. above, and the owner of such **auto**.

There is no coverage for **non-owned autos** while:

- a. being repaired, serviced or used by any **person** while that **person** is working in any **auto business**; or
- b. used in any other **business** or occupation other than farming. This does not apply to a **private passenger auto** driven or occupied by the first **person** listed as the Named Insured on the Automobile Declaration or the first **person** listed as Designated Representative on the Automobile Declaration, their **spouse** or their **family members**.

When PART A – LIABILITY COVERAGE Does Not Apply

Paragraph 3. in the section **When PART A – LIABILITY COVERAGE Does Not Apply** is replaced with the following:

There is no coverage:

3. For any damages:
 - a. for which the United States of America, or State Government, or State Institution, or State Entity, or any of their departments or agencies might be liable for the **insured's** use of any vehicle.
 - b. to property owned by, rented to, in charge of or transported by an **insured**. But coverage applies to:
 - 1) a rented residence or rented private garage rented to **you** and damaged by a vehicle **we** insure on this policy; or
 - 2) a **private passenger auto** or **auto**:
 - a. operated by any **insured**; and
 - b. owned by a **person** or organization engaged in the **business** of selling, repairing or servicing motor vehicles; and
 - c. loaned to any **insured** for demonstration purposes or as a replacement for **your auto** while it is out of use due to breakdown, repair or servicing;
 - if the motor vehicle insured under this endorsement is licensed in Nebraska.
 - 3) a **private passenger auto**:
 - a. in **your** possession; and
 - b. owned by **your** employer; and
 - c. damaged by **your** or **your family member's** negligence, or the first listed Designated Representative's or their **family member's** negligence, arising out of the **use of your auto**, a **newly acquired auto**, a **non-owned auto**, a **temporary substitute auto** not owned, leased or provided by **your** employer, or a **trailer** covered by PART A – LIABILITY COVERAGE of this policy.
- We** will not pay more than fifteen thousand dollars (\$15,000) for such damages addressed in 3. b. 3) above.

If There Is Other Liability Coverage

Paragraph 1. of the section **If There is Other Liability Coverage** in PART A – LIABILITY of **your** policy is replaced with the following:

1. Policies Issued by **Us**:

Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, if two or more vehicle liability policies issued by **us** to:

- a. **you**;
- b. **your spouse**;
- c. **your family members**;
- d. the **person(s)** listed as Designated Representative on the Automobile Declaration, their **spouse** or **family members**, or;
- e. any entity owned or controlled by **you**, **your spouse**, the **person(s)** shown as Designated Representative on the Automobile Declaration Pages(s) or their **spouses**;

apply to the same driver and/or vehicle in a covered accident, the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability showing on a Declaration of that policy that applies to such driver and/or vehicle. Regardless of the number of policies or Declarations that may apply, only one Declaration with the highest limit of liability will apply.

If the Miscellaneous Type Vehicle shown on the Declaration is an All-terrain Vehicle (ATV) and there is liability coverage available for such ATV under a property liability policy with **us**, for the same accident, this policy is primary, but the sum of all payments from all such policies will not exceed that of the one highest limit of coverage available.

PART B - MEDICAL PAYMENTS COVERAGE

You have PART B – MEDICAL PAYMENTS COVERAGE if Medical Payments is shown on the Automobile Declaration for **your auto**. When referring to coverage for the Miscellaneous Type Vehicle shown on the Automobile Declaration, PART B – MEDICAL PAYMENTS COVERAGE is amended as follows:

When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply

For the purposes of this endorsement, Exclusion 2. a. of the section **When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply** of PART B – MEDICAL PAYMENTS COVERAGE of **your** policy is deleted and does not apply.

PART C – UNINSURED MOTOR VEHICLE COVERAGE

When referring to Uninsured Motor Vehicle coverage shown for the Miscellaneous Type Vehicle on the Automobile Declaration, the section **Who is an Insured** in PART C – UNINSURED MOTOR VEHICLE COVERAGE is replaced with the following:

Who is an Insured

Insured – means the **person** or **persons** covered by PART C – UNINSURED MOTOR VEHICLE COVERAGE.

This is:

1. the first **person** listed as the Named Insured on the Automobile Declaration and the first **person** listed as Designated Representative on the Automobile Declaration;
2. the **spouse** of the **person** identified in 1. above;
3. the **family members** of the **person(s)** identified in 1. above except that any of these **family members** who own or lease an **auto** or motor vehicle that falls under the Financial Responsibility Laws is only considered to be an **insured** while **occupying your auto**, a **temporary substitute auto**, a **newly acquired auto** or **your trailer**; and
 If the Miscellaneous Type Vehicle shown on the Declaration is an All-terrain Vehicle (ATV) this paragraph 3. is amended as follows:
 3. the **family members** of the **person(s)** identified in 1. above; and
4. any other **person** while **occupying**:
 - a. **your auto**, a **temporary substitute auto**, a **newly acquired auto** or **trailer** attached to such **auto**. Such vehicle has to be operated and occupied within the scope of the consent of **you**, **your spouse**, the first **person** listed as Designated Representative on the Automobile Declaration or their **spouse**; or
 - b. a **private passenger auto** or an **auto** not owned or leased by **you** or the first **person** listed as Designated Representative on the Automobile Declaration, **your spouse** or **your family member**, or the **spouse** or **family member** of the first **person** listed as Designated Representative on Automobile Declaration, or a **trailer** attached to such an **auto**. It has to be driven by the first **person** listed as the Named Insured on the Automobile Declaration or that **person's spouse** or by the first **person** listed as the Designated Representative on the Automobile Declaration or their **spouse**, and within the scope of the owner's consent.
5. any **person** entitled to recover damages because of **bodily injury** to an **insured** under 1. through 4. above.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

When referring to Collision or Other Than Collision coverage shown for the Miscellaneous Type Vehicle on the Automobile Declaration, exclusion 2.in the section **When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply** of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO is deleted and does not apply.

UNDERINSURED MOTOR VEHICLE

You have UNDERINSURED MOTOR VEHICLE coverage on your Miscellaneous Type Vehicle only if the Miscellaneous Type Vehicle shown on the Automobile Declaration is a motorcycle, ATV, or a motor home and Underinsured Motor Vehicle coverage is shown on the Automobile Declaration for that vehicle.

When referring to coverage for the Miscellaneous Type Vehicle the section **Who is an Insured** of UNDERINSURED MOTOR VEHICLE is replaced with the following:

Who is an Insured

Insured means:

1. If the Named Insured on the Automobile Declaration is a **person**, then that **person(s)** is an **insured**, as well as:
 - A. his/her **spouse**;
 - B. his/her **family member(s)**;
2. If the Named Insured(s) on the Automobile Declaration is not a **person**, the **person(s)** listed as Designated Representative on the Automobile Declaration is an **insured**, as well as:
 - A. his/her **spouse**;
 - B. his/her **family member(s)**;
3. Any other **person** while **occupying your auto**, a **temporary substitute auto**, a **newly acquired auto** or trailer attached to such auto. Such auto or trailer has to be used within the scope of the consent of a Named Insured on the Automobile Declaration or their **spouse**.
4. If the Named Insured on the Automobile Declaration is a **person**, any other **person** while **occupying an auto** not owned or leased by **you**, **your family member** or any **person** shown as a Scheduled Operator on the Automobile Declaration or their **family member**, while **occupying** a trailer attached to such auto. Such auto must be driven by **you** or **your family member** and within the titled owner's consent.
5. Any **person** entitled to recover damages because of **bodily injury** to an **insured** under 1. through 4. above.

We do not provide **Underinsured Motor Vehicle** Coverage for **bodily injury** sustained by any **insured** using a vehicle without permission to do so.

AUTO LOAN/LEASE

You have this coverage if Auto Loan/Lease is shown on the Automobile Declaration and the appropriate premium has been paid.

Your auto must:

1. have Collision or Other Than Collision shown on the Declaration; and
2. suffer a loss covered under PART D – COVERAGE FOR DAMAGE TO YOUR AUTO for either Collision or Other Than Collision shown on the Declaration; and

2229 3. be deemed a total loss by us.

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All portions of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO apply to this coverage, unless otherwise modified in this endorsement.

In the event we deem your auto to be a total loss as a result of a covered accident under this policy, this endorsement provides coverage toward any unpaid amount which is due on the lease or loan for your auto and which is covered under this endorsement. This amount does not include:

1. the amount paid under PART D – COVERAGE FOR DAMAGE TO YOUR AUTO of the policy;
2. overdue lease/loan payments at the time of the loss;
3. financial penalties imposed under a lease including but not limited to those for excessive use, abnormal wear and tear, or high mileage;
4. security deposits not refunded by a lessor;
5. costs for extended warranties, Credit Life Insurance, Health, Accident, or Disability insurance or other additional expenses not a part of the actual cost of the auto itself, purchased with the loan or lease.

LIMIT OF LIABILITY

Our limit of liability for any loss covered by this endorsement will be the lesser of the following:

1. The actual amount of the outstanding debt over and above the actual cash value (ACV) of the covered vehicle, but this amount does not include items excluded in 2., 3., 4. and 5. above;
2. An amount not to exceed 20% of the actual cash value (ACV) of the covered vehicle as agreed to in the settlement of any total loss covered by this policy.

Subject to all terms of this endorsement, the most we will pay for any one claim under this endorsement is the outstanding debt for the loss payee listed on the Automobile Declaration for the covered vehicle as of the date of loss.

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UNINSURED MOTORISTS DAMAGE TO YOUR AUTO

You have this coverage if Uninsured Motorist Damage to Your Auto is shown on the Automobile Declaration and the appropriate premium has been paid.

We will pay for loss to your auto, a newly acquired auto, temporary substitute auto or a non-owned auto, including its equipment, caused by an uninsured motor vehicle as defined in this endorsement, subject to all definitions, duties and general provisions found in PART D - COVERAGE FOR DAMAGE TO YOUR AUTO.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

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Under this endorsement uninsured motor vehicle means a land motor vehicle or trailer, the ownership, maintenance, or use of which:

1. is not insured or bonded for bodily injury or property damage liability at the time of the accident; or
2. the insuring company denies coverage or is, or becomes, insolvent.

An uninsured motor vehicle does not include a land motor vehicle:

- a. insured under this policy; or
- b. owned by or furnished or available for the regular use of you, your spouse, any of your family members, the persons shown as Designated Representative on this policy's Automobile Declaration(s) or their spouses or family members; or
- c. owned or operated by a person or organization qualifying as a self-insurer under any applicable motor vehicle financial responsibility law, motor carrier law or any similar law; or
- d. owned by any government or any of its political subdivisions or agencies; or
- e. designed for use mainly off public roads except while on public roads; or
- f. while located for use as a premises; or
- g. operated on rails or crawler treads.

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ADDITIONAL EXCLUSIONS

The following exclusions are added to the section of When PART D – COVERAGE FOR DAMAGE TO YOUR AUTO Does Not Apply of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO:

There is no coverage:

- if you or any person shown as Designated Representative on the Automobile Declaration, or your legal representative or the legal representative of any person shown as Designated Representative, settles the property damage claim without our consent;
- for the first \$250 of the amount of the property damage to any vehicle to which this coverage applies, as the result of any one accident. If a loss to more than one covered vehicle results from the same collision, only one \$250 deductible will apply;
- to any motor vehicle that has physical damage coverage for collision loss applicable at the time of the accident;
- if the owner or operator of the uninsured motor vehicle cannot be identified.

This coverage will not apply directly or indirectly to benefit any insurer of the property.

We do not provide coverage under UNINSURED MOTORISTS DAMAGE TO YOUR AUTO for punitive or exemplary damages.

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DRIVE OTHER CAR

You have this coverage if Drive Other Car is shown on the Automobile Declaration and the appropriate premium has been paid.

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This endorsement extends PART A - LIABILITY COVERAGE and PART B – MEDICAL PAYMENTS COVERAGE to the Scheduled Operator(s) and Designated Representative(s) shown on the Automobile Declaration, while operating a business or company owned private passenger auto, or a government owned private passenger auto.

This coverage is excess coverage over and above any other applicable coverage.

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In addition to the exclusions in PART A – LIABILITY COVERAGE and PART B – MEDICAL PAYMENTS COVERAGE, there is no coverage under this endorsement for:

1. any accident involving a vehicle owned in whole or in part, or leased, by you, your spouse, your family members, any person listed as Designated Representative on the Automobile Declaration, their spouse, or their family members, or any Scheduled Operator shown on the Automobile Declaration; or
2. any military vehicle of any size or type; or
3. any vehicle that is not a private passenger auto.

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NAMED NON-OWNER COVERAGE

You have this coverage if Named Non-Owner Coverage is shown on the Automobile Declaration.

DEFINED WORDS

For the purposes of this endorsement **Non-owned Auto** is replaced with the following:

Non-owned Auto – means a **private passenger auto** not owned by or registered or leased in the name of **you** or **your spouse**.

Non-owned Auto does not include an **auto** which is not in the lawful possession of the **person** operating it.

PART A – LIABILITY COVERAGE

PART A - LIABILITY COVERAGE is amended as follows:

For the purposes of this endorsement, the section **Who is an Insured** of PART A – LIABILITY COVERAGE is replaced with the following:

Who is an Insured

When we refer to a **newly acquired auto, non-owned auto** or **trailer** to which PART A – LIABILITY COVERAGE applies, **insured** means:

1. **you**;
2. **your spouse**, if listed as a Named Insured on the Automobile Declaration.

Limits of Liability

For the purposes of this endorsement, paragraph number 3. in the section **Limits of Liability** of PART A – LIABILITY COVERAGE is replaced with the following:

3. Regardless of the opening paragraph under **Limits of Liability** above and the limits of Bodily Injury Liability and Property Damage Liability shown on the Automobile Declaration, the limits of liability will not exceed the applicable limit of liability mandated by the Financial Responsibility Law of the State in which the accident occurred for:

- a. any **person** other than:
 1. **you**, providing **you** have a valid driver's license that is not suspended or revoked on the date of the accident;
 2. **your spouse**, if listed as a Named Insured on the Automobile Declaration, Providing he/she has a valid driver's license that is not suspended or revoked on the date of the accident.

When PART A - LIABILITY COVERAGE Does Not Apply

For the purposes of this endorsement, the section **When PART A – LIABILITY COVERAGE Does Not Apply** of PART A – LIABILITY COVERAGE is amended as follows:

Paragraph 1. b. is replaced with the following:

b. being repaired, serviced or used by any **person** employed or engaged in any way in an **auto business**. This does not apply to:

- 1) **you**;
- 2) **your spouse**, if listed as a Named Insured on the Automobile Declaration.

Paragraph, 2. a. is replaced with the following:

a. to a fellow employee while on the job and arising from the **use** of a vehicle by another employee in the employer's **business**. **You**, and **your spouse** if listed as a Named Insured on the Automobile Declaration, are covered for such injury to a fellow employee.

Paragraph, 2. d. is replaced with the following:

d. to any **insured** to the extent the limits of liability of this policy exceed the limits of liability required by law. If any other liable party has met the limits required by the Financial Responsibility Laws in the state where the accident occurs, this PART A – LIABILITY COVERAGE does not apply.

If There Is Other Liability Coverage

For the purposes of this endorsement, paragraph 1. in the section **If There Is Other Liability Coverage** of PART A – LIABILITY COVERAGE is replaced with the following:

1. Policies issued by **us**:

Except for a **newly acquired auto** and a **trailer** addressed in 3. and 4. below, if two or more vehicle liability policies issued by **us** to:

- a. **you**;
 - b. **your spouse** if listed as a Named Insured on the Automobile Declaration;
- apply to the same driver and/or vehicle in a covered accident, the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability showing on a Declaration of that policy which applies to such driver and/or vehicle. Only one Declaration with the highest limit of liability will apply.

PART B - MEDICAL PAYMENTS COVERAGE

For the purposes of this endorsement, the section **Who is an Insured** of PART B – MEDICAL PAYMENTS COVERAGE is replaced with the following:

Who is an Insured

Insured for purposes of PART B – MEDICAL PAYMENTS COVERAGE means:

1. **You**;
2. **Your spouse**, if listed as a Named Insured on the Automobile Declaration.

The **person(s)** must have sustained the **bodily injury**:

- a. while they operate or **occupy** a vehicle covered under PART A - LIABILITY COVERAGE of this policy; or
- b. through being struck while on a bicycle or as a pedestrian by a motor vehicle or **trailer**.

A pedestrian means a **person** who is not an occupant of a motor vehicle, **trailer** or bicycle.

If There Are Other Medical Payments Coverages

For the purposes of this endorsement, paragraph 2. of the section **If There Are Other Medical Payments Coverages** of PART B – MEDICAL PAYMENTS COVERAGE is replaced with the following:

2. Policies Issued by **us** to **you**, or **your spouse** if listed as a Named Insured on the Automobile Declaration:

2382 If two or more policies and/or Declarations issued by **us** to **you**, or **your spouse** if listed as a Named Insured on the Automobile
2383 Declaration, provide PART B – MEDICAL PAYMENTS COVERAGE and apply to the same **bodily injury** sustained:
2384 a. while **occupying a non-owned auto** or a **newly acquired auto**; or
2385 b. through being struck by a motor vehicle or trailer while on a bicycle or as a pedestrian;
2386 the total limits of liability under all such policies and/or Declarations shall not
2387 exceed that of the one highest limit of Medical Payments coverage.
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2390 **When PART B – MEDICAL PAYMENTS COVERAGE Does Not Apply**

2391 For the purposes of this endorsement, the following paragraphs in the section **When PART B – MEDICAL PAYMENTS COVERAGE Does Not**
2392 **Apply** of PART B – MEDICAL PAYMENTS COVERAGE are replaced with the following:
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2394 There is no coverage:

- 2395 1. While a **non-owned auto** is used:
 - 2396 a. by any **person** employed or engaged in any way in an **auto business**; or
 - 2397 b. in any other **business** or job other than farming. This does not apply when **you**, or **your spouse** if listed as a Named Insured on the
2398 Automobile Declaration, are operating or **occupying a non-owned auto, newly acquired auto, or trailer.**
- 2399 4. For medical expenses for **bodily injury**:
 - 2400 a. sustained while **occupying** or through being struck by a vehicle owned or leased by **you**, or **your spouse** if listed as a Named Insured on
2401 the Automobile Declaration, which is not insured under this coverage; or
 - 2402 employee has, or if their employer is required to have, a policy providing workers compensation, non-occupational disability, or
2403 occupational disease benefits covering the **bodily injury**; or
 - 2404 b. to any employee arising out of and in the course of their employment if such- employee has, or if their employer is required to have, a
2405 policy providing workers compensation, non-occupational disability, or occupational disease benefits covering the **bodily injury**; or
 - 2406 c. sustained by any **person**, other than **you**, or **your spouse** if listed as a Named Insured on the Automobile Declaration, while **occupying a**
2407 vehicle:
 - 2408 1) rented to others;

2410 PART C – UNINSURED MOTOR VEHICLE COVERAGE

2411 For the purposes of this endorsement, the section **Who is an Insured** of PART C – UNINSURED MOTOR VEHICLE COVERAGE is replaced with
2412 the following:

2413 **Insured** – means the **person** or **persons** covered by PART C – UNINSURED MOTOR VEHICLE COVERAGE. This is:

- 2414 1. **you**;
- 2415 2. **your spouse**, if listed as a Named Insured on the Automobile Declaration.

2416 **Limits of Liability**

2417 For the purposes of this endorsement, paragraph 5. of the section **Limits of Liability** of PART C – UNINSURED MOTOR VEHICLE COVERAGE
2418 is replaced with the following:

- 2419 5. Regardless of the limits of Uninsured Motor Vehicle stated on the Automobile Declaration, the limits of PART C – UNINSURED MOTOR
2420 VEHICLE COVERAGE will not exceed the applicable limit of Uninsured Motor Vehicle coverage mandated by the Financial Responsibility Law
2421 of the state in which the accident occurred for:
- 2422 a. any **person** other than **you**, or **your spouse** if listed as a Named Insured on the Automobile Declaration, provided **you** or **your spouse** listed
2423 as a Named Insured has a valid driver's license that is not suspended or revoked, if operating a vehicle to which this coverage applies on the
2424 date of the accident.

2425 UNDERINSURED MOTOR VEHICLE

2426 If Underinsured Motor Vehicle is shown on the Automobile Declaration, the following portions of UNDERINSURED MOTOR VEHICLE coverage is
2427 amended as follows:

2428 For the purposes of this endorsement, **Who is an Insured** is replaced with the following:

2429 **Insured** means:

- 2430 1. **you**;
- 2431 2. **your spouse**, if listed as a Named Insured on the Automobile Declaration.

2432 **Limits of Liability**

2433 For the purposes of this endorsement, paragraph 4. in the section **Limits of Liability** of UNDERINSURED MOTOR VEHICLE is replaced with the
2434 following:

- 2435 4. Regardless of the limits of Underinsured Motor Vehicle shown on the Automobile Declaration, and subject to all terms of this endorsement,
2436 the limits of UNDERINSURED MOTOR VEHICLE will not exceed \$50,000 per person and \$100,000 per accident for:
 - 2437 a. Any **person** other than **you**, or **your spouse** if listed as a Named Insured on the Automobile Declaration, provided **you** or **your**
2438 **spouse** listed as a Named Insured has a valid driver's license that is not suspended or revoked, if operating a vehicle to which this
2439 coverage applies on the date of the accident.

2440 **If There Is Other Underinsured Motor Vehicle Coverage**

2441 For the purposes of this endorsement, the section **If There Is Other Underinsured Motor Vehicle Coverage** in UNDERINSURED MOTOR
2442 VEHICLE is replaced with the following:

2443 Subject to all terms of this endorsement, if more than one policy, declaration, and/or endorsement applies to accidental **bodily injury** to an
2444 **insured** caused by the use of an **underinsured motor vehicle** in a covered accident, regardless of who issues the policies or to whom the
2445 policies are issued, the total limits of liability under all such coverages shall not exceed that of the coverage with the highest limit of liability and **we**
2446 are liable only for **our** share. **Our** share is that percent of the damages that the limit of all liability of this coverage bears to the total of all
2447 underinsured motor vehicle coverage applicable to the accident.

2448 **NO STACKING OR AGGREGATION OF UNDERINSURED MOTOR VEHICLE INSURANCE WHATSOEVER WILL BE ALLOWED BY THIS**
2449 **POLICY.**

2450 This is true regardless of the number of:

- 2451 a. **insureds**;

- 2459 b. claims made;
- 2460 c. **persons** shown on the policy;
- 2461 d. vehicles involved in the accident;
- 2462 e. premiums paid;
- 2463 f. liability insurance policies and/or bonds;
- 2464 g. underinsured motor vehicle insurance policies, declarations and/or endorsements.

MISCELLANEOUS EQUIPMENT COVERAGE

You have this coverage for a vehicle shown on the Automobile Declaration if Miscellaneous Equipment is shown for that vehicle on the Automobile Declaration and the appropriate premium for the Limit shown has been paid.

We will pay up to the limit of coverage shown for Miscellaneous Equipment on the Automobile Declaration for **loss**, subject to all the definitions, duties and general provisions in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO, to MISCELLANEOUS EQUIPMENT caused by:

1. a loss covered under OTHER THAN COLLISION only if the Automobile Declaration shows Other Than Collision for **your auto**;
2. a loss covered under COLLISION only if the Automobile Declaration shows Collision for **your auto**.

We will also pay for **loss**, subject to all the definitions, duties and general provisions in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO, to any accessories used with the Miscellaneous Equipment if they are **your** property, that of **your family member**, or that of a **person** shown as Designated Representative on the Automobile Declaration.

NEW VEHICLE REPLACEMENT COST FOR TOTAL LOSS

You have this coverage if Replacement Cost for Total Loss on a Qualifying Vehicle is shown for **your auto** on the Automobile Declaration and **your auto** meets all requirements of this policy and this endorsement.

To collect under this endorsement, **your auto** showing this coverage must be a new, previously untitled **auto**, and the **loss** must occur before twelve months have elapsed from the date of **your** purchase of the vehicle or before the vehicle has 15,000 miles on it, whichever comes first.

Except as specifically modified by this endorsement, all terms in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO apply.

In the event of a covered total **loss** to a qualifying vehicle as deemed by **us**, the **Limit of Coverage – Other than Collision and Collision** in PART D – COVERAGE FOR DAMAGE TO YOUR AUTO is amended to read as follows:

Limit of Coverage – Other than Collision and Collision

The limit of **our** liability for total **loss** shall be the cost of a new vehicle of:

- (1) the same make, if possible;
- (2) similar vehicle size and class;
- (3) similar body type and equipment;

as **your auto** damaged in the accident.

If a new vehicle of the same year is no longer available anywhere, **we** will use the next newest year available.

The most **we** will pay for:

- (1) paint, wraps, decals, and other items of non-electronic equipment, custom wheels, alterations or modifications which were added to **your auto** after the time of its original sale; and
- (2) any child restraint systems or other items of safety equipment required by Federal or State law to be present in the vehicle; and
- (3) camper shells or bed liners not attached to **your auto**;

is \$1,000 for any one accident regardless of the number of such items damaged or stolen.

This endorsement does not automatically apply to any replacement vehicle nor does it apply to any additional vehicle acquired during the policy period, unless:

- (1) The additional or replacement vehicle is less than twelve (12) months old or has less than 15,000 miles; and
- (2) The additional or replacement vehicle has not been previously titled.

JOINT OWNERSHIP

You have this coverage if Joint Ownership is shown on the Automobile Declaration.

When Joint Ownership is shown for a vehicle on the Automobile Declaration the following portions of the policy are amended for that vehicle as follows:

PART A – LIABILITY COVERAGE

Who is an Insured

For the purposes of this endorsement, the following paragraph is added to **I.** in the section **Who is an Insured** of PART A – LIABILITY COVERAGE, immediately following 5.E. but not a part of paragraph 5.E.

If the Automobile Declaration shows Joint Ownership under Endorsements of the **Coverages** section of the Declaration, when **we** refer to **your auto, insured** also means the **person(s)** and/or entity(s) shown under Joint Ownership on the Automobile Declaration.

Limits of Liability

For the purposes of this endorsement, Sub-paragraph 3.a.1) of the section **Limits of Liability** in PART A – LIABILITY COVERAGE is replaced with the following:

3. Regardless of the opening paragraph under **Limits of Liability** above and the limits of Bodily Injury Liability and Property Damage Liability shown on the Automobile Declaration, the limits of liability will not exceed the applicable limit of liability mandated by the Financial Responsibility Law of the state in which the accident occurred for:

- a. Any **person**, entity or organization **using your auto, a newly acquired auto, temporary substitute auto, or trailer** to which PART A –

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LIABILITY COVERAGE applies, other than:

- 1) **You**, the **person(s)** shown as Designated Representative on the Automobile Declaration, and if the Automobile Declaration shows Joint Ownership the **person(s)** and/or entity(s) shown under Joint Ownership on the Automobile Declaration, providing **you**, the **persons** shown as Designated Representative and Joint Owner have a valid driver's license that is not suspended or revoked on the date of the accident.

When PART A – LIABILITY COVERAGE Does Not Apply

For the purposes of this endorsement, the following subparagraph 5) is added to paragraph 1. b. in the section **When PART A – LIABILITY COVERAGE Does Not Apply** of PART A – LIABILITY COVERAGE:

There is no coverage:

1. While any vehicle insured under this section is:

b. being repaired, serviced or used by any **person** employed or engaged in any way in an **auto business**. This does not apply to:

- 5) a **person(s)** and/or entity(s) shown under Joint Ownership on the Automobile Declaration

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

Who is an Insured

For the purposes of this endorsement, the following paragraph is added to the section **Who is an Insured** of PART D – COVERAGE FOR DAMAGE TO YOUR AUTO, immediately following paragraph 5. B., but not a part of paragraph 5. B.:

If the Automobile Declaration shows Joint Ownership under Endorsements of the **Coverages** section of the Declaration **insured** also means the **person(s)** and/or entity(s) shown under Joint Ownership on the Automobile Declaration.

PET MEDICAL PAYMENTS COVERAGE

You have this coverage if Pet Medical Payments Coverage is shown on the Automobile Declaration.

If a dog or cat owned by **you** or a **family member** sustains injury or death while inside **your auto**, a **newly acquired auto**, a **non-owned auto** or a **temporary substitute auto** during a **collision loss** covered by this policy, we will pay **you** the following:

1. a reimbursement of up to \$1000 for reasonable and customary veterinary fees incurred by **you** or a **family member** if a dog or cat is injured in, or as the result of a covered loss, or
2. a \$1000 death benefit if a dog or cat dies in, or as a result of a covered loss.

Regardless of the number of dogs and cats involved, our limit of liability for any one loss will be \$1000.