

# Index of Policy Provisions

## Declarations

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ANY ADDITIONAL PROVISIONS AFFECTING YOUR POLICY ARE ATTACHED AS "ENDORSEMENTS."

This policy is a legal contract between you (the policyholder) and us (the Company).

IT CONTAINS CERTAIN EXCLUSIONS.

**READ YOUR POLICY CAREFULLY.**

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## AGREEMENT

We agree with you, in return for your premium payment, to insure you subject to all the terms of this policy. We will insure you for the coverages and the limits of liability shown in the Declarations of this policy.

## DEFINITIONS

Throughout this policy, "you" and "your" mean the "named insured" shown in the Declarations and spouse if a resident of the same household. "We," "us" and "our" mean the Company named in the Declarations which provides this insurance. In addition, certain words appear in bold type. They are defined as follows:

**Accident** or **occurrence** means a sudden event, including continuous or repeated exposure to the same conditions, resulting in **bodily injury** or **property damage** neither expected nor intended by the **insured person**.

**Bodily injury** means bodily injury to or sickness, disease or death of any person.

**Damages** are the cost of compensating those who suffer **bodily injury** or **property damage** from an **accident**.

**Family member** means a person related to you by blood, marriage or adoption who is a resident of your household.

**Occupying** means in, on, getting into or out of.

**Private Passenger Car** means a four wheel land motor vehicle of the private passenger or station wagon type actually licensed for use upon public highways. It includes any motor home with no more than six wheels and not used for business purposes.

**Property damage** means physical injury to or destruction of tangible property, including loss of its use.

**State** means the District of Columbia and any state, territory or possession of the United States, or any province of Canada.

**Utility car** means a land motor vehicle having at least four wheels actually licensed for use upon public highways, with a rated load capacity of not more than 2,000 pounds, of the pickup, panel or van type. This does not mean a vehicle used in any business or occupation other than farming or ranching. However, it does include a newly acquired or replacement vehicle of the same type if its usage is the same as the **utility car** described in the Declarations.

**Utility trailer** means a vehicle designed to be towed by a **private passenger car** and includes a farm wagon or farm implement while towed by a **private passenger car** or **utility car**. It does not include a trailer used as an office, store, display or passenger trailer.

**Your insured car** means:

1. The vehicle described in the Declarations of this policy or any **private passenger car** or **utility car** with which you replace it. You must advise us within 30 days of any change of **private passenger car** or **utility car**. If your policy term ends more than 30 days after the change, you can advise us anytime before the end of that term.
2. Any additional **private passenger car** or **utility car** of which you acquire ownership during the policy period. Provided that:
  - a. You notify us within 30 days of its acquisition, and
  - b. As of the date of acquisition, all **private passenger** and **utility cars** you own are insured with a member company of the Farmers Insurance Group of Companies.

Ownership shall include the written leasing of a **private passenger** or **utility car** for a continuous period of at least six months.

3. Any **utility trailer**:

- a. That you own, or
- b. While attached to **your insured car**.

4. Any **private passenger car**, **utility car** or **utility trailer** not owned by you or a **family member** while being temporarily used as a substitute for any other vehicle described in this definition because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.

## WHAT TO DO IN CASE OF ACCIDENT

### Notice

In the event of an **accident**, or loss, notice must be given to us promptly. The notice must give the time, place and circumstances of the **accident**, or loss, including the names and addresses of injured persons and witnesses.

### Other Duties

A person claiming any coverage of this policy must also:

1. Cooperate with us and assist us in any matter concerning a claim or suit.
2. Send us promptly any legal papers received relating to any claim or suit.
3. Submit to physical examinations at our expense by doctors we select as often as we may reasonably require.
4. Authorize us to obtain medical and other records.
5. Provide any written proofs of loss we require.
6. Notify police within 24 hours and us within 30 days if a hit and run motorist is involved and an uninsured motorist claim is to be filed.
7. If claiming car damage coverage:
  - a. Take reasonable steps after loss to protect the vehicle and its equipment from further loss. We will pay reasonable expenses incurred in providing that protection.
  - b. Promptly report the theft of the vehicle to the police.
  - c. Allow us to inspect and appraise the damaged vehicle before its repair or disposal.
8. Submit to examination under oath upon our request.

## PART I - LIABILITY

### Coverage A - Bodily Injury

### Coverage B - Property Damage

We will pay **damages** for which any **insured person** is legally liable because of **bodily injury** to any person and **property damage** arising out of the ownership, maintenance or use of a **private passenger car**, a **utility car**, or a **utility trailer**.

We will defend any claim or suit asking for these **damages**. We may settle when we consider it appropriate.

We will not defend any suit or make additional payments after we have paid the limit of liability for the coverage.

### Additional Definitions Used In This Part Only

**Insured person** as used in this part means:

1. You or any **family member**.
2. Any person using **your insured car**.
3. Any other person or organization with respect only to legal liability for acts or omissions of:
  - a. Any person covered under this part while using **your insured car**.
  - b. You or any **family member** covered under this part while using any **private passenger car**, **utility car**, or **utility trailer** other than **your insured car** if not owned or hired by that person or organization.

**Insured person** does not mean:

1. The United States of America or any of its agencies.
2. Any person for **bodily injury** or **property damage** arising from the operation of a vehicle by that person as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.
3. Any person who uses a vehicle without having sufficient reason to believe that the use is with the permission of the owner.

**Your insured car** as used in this part:

**Your insured car** shall also include any other **private passenger car**, **utility car**, or **utility trailer** not owned by or furnished or available for the regular use of you or a **family member**. But no vehicle shall be considered as **your insured car** unless there is sufficient reason to believe that the use is with permission of the owner, and unless it is used by you or a **family member**.

## Supplementary Payments

In addition to our limit of liability, we will pay these benefits as respects an **insured person**:

1. All costs we incur in the settlement of any claim or defense of any suit.
2. Interest after entry of judgment on any amount that does not exceed our limit of liability.
3. a. Premiums on appeal bonds on any suit we defend.  
b. Premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy.  
c. Up to \$300 for the cost of bail bonds required because of **accident** or traffic law violation arising out of use of **your insured car**.  
We are not obligated to apply for or furnish any of the above bonds.
4. Actual loss of wages or salary up to \$50 a day, but not other income, when we ask you to attend a trial or hearing.
5. Expenses you incur for immediate medical and surgical treatment for others necessary at the time of the **accident** resulting in **bodily injury** covered by this part.
6. Other reasonable expenses incurred at our request.

## Exclusions

This coverage does not apply to:

1. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of a vehicle while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. **Bodily injury** or **property damage**:
  - a. Caused intentionally by or at the direction of an **insured person**, or
  - b. Arising from any **occurrence** caused by an intentional act of an **insured person** where the results are reasonably foreseeable.
3. **Bodily injury** or **property damage** with respect to which any person is an insured under nuclear energy insurance. This exclusion applies even if the limits of that insurance are exhausted.
4. **Bodily injury** to an employee of an **insured person** arising in the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' or workmen's compensation benefits are required.
5. **Bodily injury** or **property damage** for any person while employed or otherwise engaged in the business or occupation of transporting, selling, repairing, servicing, storing or parking of vehicles designed for use mainly on public highways, including road testing or delivery.  
This exclusion does not apply to the ownership, maintenance or use of **your insured car** by you, any **family member**, or any partner, agent, or employee of you or any **family member**. This exclusion also does not apply to any other person who does not have other insurance available to him with limits equal to at least those of the Missouri Financial Responsibility Law. In such event, the insurance afforded that person will be limited to the requirements of the Missouri Financial Responsibility Law.
6. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle by any person employed or otherwise engaged in a business other than the business described in Exclusion 5. This exclusion does not apply to the maintenance or use of a:
  - a. **Private passenger car**.
  - b. **Utility car** that you own, if rated as a **private passenger car**, or
  - c. **Utility trailer** used with a vehicle described in a. or b. above.
7. Damage to property owned or being transported by an **insured person**.
8. Damage to property rented to, or in the charge of, an **insured person** except a residence or private garage not owned by that person.
9. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any motorized vehicle with less than four wheels.
10. **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by or furnished or available for regular use by you or a **family member**.

11. a. Liability for **bodily injury** to an **insured person**.  
 b. Liability to any person or organization because of **bodily injury** to you.
12. Liability assumed under any contract or agreement except liability of others you assume in a written contract relating to the use of an auto you do not own.
13. Liability arising from the sponsoring or taking part in any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
14. **Bodily injury** or **property damage** arising out of the ownership, maintenance, or use by any person of a vehicle in which you have transferred full ownership interest but the transfer does not comply with the transfer of ownership provisions of the **state** motor vehicle law.

### Limits of Liability

The limits of liability shown in the Declarations apply subject to the following:

1. The **bodily injury** liability limit for "each person" is the maximum for **bodily injury** sustained by one person in any **occurrence**. Any claim for loss of consortium or injury to the relationship arising from this injury shall be included in this limit.  
 If the financial responsibility law of the place of the **accident** treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.
2. Subject to the **bodily injury** liability limit for "each person" the **bodily injury** liability limit for "each **occurrence**" is the maximum combined amount for **bodily injury** sustained by two or more persons in any **occurrence**.
3. The **property damage** liability limit for "each **occurrence**" is the maximum for all **damages** to all property in any one **occurrence**.
4. We will pay no more than the maximum limits provided by this policy regardless of the number of vehicles insured, **insured persons**, claims, claimants, policies, or vehicles involved in the **occurrence**.
5. Any amount payable by us to an **insured person** shall be reduced by any amount payable under any Workers' Compensation or any similar medical or disability law.

### Out of State Coverage

An **insured person** may become subject to the financial responsibility law, compulsory insurance law or similar law of another **state** or in Canada. This can happen because of the ownership, maintenance or use of **your insured car** when you travel outside of Missouri. We will interpret this policy to provide any broader coverage required by those laws, except to the extent that other liability insurance applies. No person may collect more than once for the same elements of loss.

### Conformity with Financial Responsibility Laws

When we certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by the law.

### Other Insurance

If there is other applicable Auto Liability Insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.

We will provide insurance for an **insured person** other than you or a **family member**, up to the limits of the Financial Responsibility Law only.

Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

## PART II - UNINSURED MOTORIST

### Coverage C - Uninsured Motorist Coverage (Including Underinsured Motorist Coverage)

We will pay all sums which an **insured person** is legally entitled to recover as **damages** from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by the **insured person**. The **bodily injury** must be caused by **accident** and arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover **damages** or the amount of **damages** shall be made by agreement between the **insured person** and us. If no agreement is reached, the decision will be made by arbitration.

### Additional Definitions Used In This Part Only

As used in this part:

1. **Insured person** means:
  - a. You or a **family member**.
  - b. Any other person while **occupying your insured car**.
  - c. Any person for **damages** that person is entitled to recover because of **bodily injury** to you, a **family member**, or another occupant of **your insured car**.But, no person shall be considered an **insured person** if the person uses a vehicle without having sufficient reason to believe that the use is with permission of the owner.
2. **Motor vehicle** means a land motor vehicle or a trailer but does not mean a vehicle:
  - a. Operated on rails or crawler-treads.
  - b. Which is a farm type tractor, or any equipment designed or modified for use principally off public roads while not on public roads.
  - c. Located for use as a residence or premises.
3. **Uninsured motor vehicle** means a **motor vehicle** which is:
  - a. Not insured by a **bodily injury** liability bond or policy at the time of the **accident**.
  - b. Insured by a **bodily injury** liability bond or policy at the time of the **accident** which provides coverage in amounts less than the limits of Uninsured Motorist Coverage shown in the Declarations.
  - c. A hit-and-run vehicle whose operator or owner has not been identified and which causes **bodily injury** with or without physical contact of such vehicle with:
    - (1) You or any **family member**.
    - (2) A vehicle which you or a **family member** are **occupying**.
    - (3) **Your insured car**.
  - d. Insured by a **bodily injury** liability bond or policy at the time of the **accident** but the Company denies coverage or is or becomes insolvent within two years after the **accident**.
4. **Uninsured motor vehicle**, however, does not mean a vehicle:
  - a. Owned by or furnished or available for the regular use of you or any **family member**.
  - b. Owned or operated by a self-insured as contemplated by any financial responsibility law, motor carrier law, or similar law.
  - c. Owned by a governmental unit or agency.

### Exclusions

This coverage shall not apply to the benefit of any insurer or self-insurer under any workers' or workmen's compensation law, or directly to the benefit of the United States, or any **state** or any political subdivision.

This coverage does not apply to **bodily injury** sustained by a person:

1. If that person or the legal representative of that person makes a settlement without our written consent.
2. While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
3. If the injured person was **occupying** a vehicle you do not own which is insured for this coverage under another policy.

### Limits of Liability

The limits of liability shown in the Declarations apply subject to the following:

1. The limit for "each person" is the maximum for **bodily injury** sustained by any person in any one **occurrence**. Any claim for loss of consortium or injury to the relationship arising from this injury shall be included in this limit.

If the financial responsibility law of the place of the **accident** treats the loss of consortium as a separate claim, financial responsibility limits will be furnished.

2. Subject to the limit for "each person," the limit for "each **occurrence**" is the maximum combined amount for **bodily injury** sustained by two or more persons in any one **occurrence**.
3. Subject to the law of the **state** of the **occurrence**, we will pay no more than these maximums regardless of the number of vehicles insured, **insured persons**, claims, claimants, policies, or vehicles involved in the **occurrence**.

### Other Insurance

1. We will pay under this coverage only after the limits of liability under any applicable **bodily injury** liability bonds or policies have been exhausted by payment of judgments or settlements.
2. We will provide insurance for an **insured person**, other than you or a **family member**, up to the limits of the Financial Responsibility Law only.
3. Except as provided in paragraph 2 above, if any other collectible insurance applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limits of liability bear to the total of all applicable limits.
4. We will not provide insurance for a vehicle other than **your insured car**, unless the owner of that vehicle has no other insurance applicable to this part.
5. If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability. This limitation does not apply to you or a **family member**.

### Voluntary Arbitration

If we and any **insured person** do not agree (1) that the person is legally entitled to recover **damages** from the owner or operator of an **uninsured motor vehicle**, or (2) as to the amount of payment under this part, then we and the **insured person** may agree in writing that the issue be determined by arbitration. In this event each party shall select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator. If they cannot agree within 30 days then, upon our request or the request of the **insured person**, a third arbitrator shall be selected by a judge of a court of record in the county and **state** in which such arbitration is pending.

The arbitrators shall then hear and determine the issues in dispute, and the decision in writing of any two arbitrators shall be binding upon the **insured person** and us. Each party will pay the expense it incurs and bear the expense of the third arbitrator and all other expenses of the arbitration equally. Fees paid to medical and other expert witnesses are not considered to be expenses of arbitration, but are to be borne by the party which incurs the expense.

Unless the parties otherwise agree, the arbitration shall be conducted in the county and **state** in which the **insured person** resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

## PART III - MEDICAL

### Coverage E - Medical Expense Coverage

We will pay reasonable expenses incurred within three years from the date of **accident** for necessary **medical services** and funeral expenses because of **bodily injury** sustained by an **insured person**.

### Additional Definitions Used In This Part Only

As used in this part, "**insured person**" or "**insured persons**" means:

1. You or any **family member** while **occupying**, or through being struck by, a motor vehicle or trailer, designed for use on public roads.
2. Any other person while **occupying your insured car** while the car is being used by you, a **family member** or another person if that person has sufficient reason to believe that the use is with permission of the owner.

**Medical services** means necessary medical, surgical, dental, x-ray, ambulance, hospital, professional nursing and funeral services, and includes the cost of pharmaceuticals, orthopedic and prosthetic devices, eyeglasses and hearing aids.

## Exclusions

This coverage does not apply for **bodily injury** to any person:

1. Sustained while **occupying your insured car** when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools.
2. Sustained while **occupying** any vehicle while located for use as a residence or premises.
3. Sustained while **occupying** a motorized vehicle with less than four wheels.
4. Sustained while **occupying** or, when struck by, any vehicle (other than **your insured car**) which is owned by or furnished or available for the regular use of you or any **family member**.
5. Sustained while **occupying** a vehicle other than the car described in the Declarations while the vehicle is being used in the business or occupation of an **insured person**.
6. Occurring during the course of employment if workers' or workmen's compensation benefits are required.
7. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
8. During active participation in any organized or agreed-upon racing or speed contest or demonstration, or in practice or preparation for any such contest.

## Limit of Liability

Regardless of the number of vehicles insured, **insured persons**, claims or policies, or vehicles involved in the **accident**, we will pay no more for medical expenses, including funeral expenses, than the limit of liability shown for this coverage in the Declarations for each person injured in any **one accident**. In no event shall the limit of liability for funeral expenses exceed \$2,000 each person.

## Other Insurance

If there is other applicable automobile medical insurance on any other policy that applies to a loss covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

If coverage under this part applies to a substitute or non-owned motor vehicle or trailer, we will pay only after all other collectible vehicle medical insurance has been exhausted.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

## PART IV - DAMAGE TO YOUR CAR

### Coverage F - Comprehensive

We will pay for **loss** to **your insured car** caused by any accidental means except **collision**, less any applicable deductibles. Any deductible amount will apply separately to each loss.

**Loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is not deemed **loss** caused by **collision**. If breakage of glass results from a **collision**, you may elect to have it treated as **loss** caused by **collision**.

### Coverage G - Collision

We will pay for **loss** to **your insured car** caused by **collision** less any applicable deductibles.

Any deductible shall apply separately to each **loss**.

### Coverage H - Towing and Road Service

We will pay for reasonable and necessary towing and labor costs incurred because of disablement of **your insured car**. The labor must be performed at the place of disablement.

## Additional Definitions Used In This Part Only

As used in this part:

1. **Collision** means collision of **your insured car** with another object or upset of **your insured car**.
2. **Loss** means direct and accidental loss of or damage to **your insured car**, including its equipment.
3. **Your insured car** shall also include any other **private passenger car, utility car, or utility trailer** not owned by or furnished or available for the regular use of you or a **family member**. But no vehicle shall be considered as **your insured car** unless there is sufficient reason to believe that the use is with permission of the owner, and unless it is used by you or a **family member**.

### Supplementary Payments

1. If you have comprehensive coverage, we will pay for transportation expenses incurred by you because of the total theft of **your insured car**. We will pay up to \$15 per day, but no more than \$450. This coverage begins 48 hours after the theft has been reported to us and to the police and ends when the car is returned to use or when we offer settlement for the **loss**.
2. We will pay up to, but not more than, \$200 for **loss** of clothing or luggage in **your insured car** and belonging to you or a **family member** if the **loss** is caused by:
  - a. **Collision** of **your insured car** while covered by this policy.
  - b. Fire, lightning, flood, earthquake, explosion, falling aircraft, or theft of the entire insured car; and **loss** occurs to **your insured car** from the same cause while covered for comprehensive by this policy.

### Exclusions

This coverage does not apply to **loss**:

1. To **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools.
2. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these.
3. Caused by theft to equipment designed for the reproduction of sound, or any radio receiving or radio receiving and transmitting equipment. This applies to such equipment as a tape player, tape recorder, citizens band radio and two-way mobile radio, telephone, television or scanning monitor receiver. It also applies to any electronic device incorporating any of this equipment, as well as accessories and antennas. This exclusion does not apply to that equipment which is permanently installed in the opening of the dash or console of **your insured car** normally used by the motor vehicle manufacturer for the installation of a radio or sound reproducing device.
4. Caused by theft to tapes, records, reels, cassettes, cartridges, carrying cases or other devices for use with equipment designed for the reproduction of sound.
5. To a camper body, canopy or **utility trailer** owned by you or a **family member** and not described in the Declarations. But, coverage does apply to a camper body, canopy or **utility trailer** ownership of which you acquire during the policy period if you ask us to insure it within 30 days after you acquire it.
6. To awnings, cabanas or equipment designed to provide additional living facilities.
7. Due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the **loss** results from burning of wiring. Also coverage does apply if the **loss** results from the total theft of **your insured car**.
8. To a vehicle not owned by you when used in auto business operations.
9. During any organized or agreed-upon racing or speed contest or demonstration in which **your insured car** has active participation, or in practice or preparation for any such contest.
10. To a van, pickup, or panel truck due to increased cost of repair or replacement of the following furnishings or equipment:
  - a. Special carpeting, insulation, wall paneling, furniture or bars.
  - b. Facilities for cooking and sleeping including enclosures or bathroom facilities.
  - c. Height-extending roofs.
  - d. Murals, paintings or other decals or graphics.

## Limits of Liability

Our limits of liability for **loss** shall not exceed the lowest of:

1. The actual cash value of the stolen or damaged property.
2. The amount necessary to repair or replace the property or parts with other of like kind and quality, less depreciation.
3. \$500 for a **utility trailer** not owned by you or a **family member**.

## Payment of Loss

We may pay the **loss** in money or repair or replace damaged or stolen property. We may, at any time before the **loss** is paid or the property is replaced, return, at our expense, any stolen property either to you or to the address shown in the Declarations, with payment for the resulting damage. We may keep all or part of the property at the agreed or appraised value.

## Appraisal

You or we may demand appraisal of the **loss**. Each will appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of **loss**. An award in writing by any two appraisers will determine the amount payable, which shall be binding subject to the terms of this insurance.

## No Benefit to Bailee

This coverage shall not directly or indirectly benefit any carrier or other bailee for hire liable for **loss to your insured car**.

## Other Insurance

If there is other applicable similar insurance on any other policy that applies to a **loss** covered by this part, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This coverage does not apply to any substitute or non-owned car if there is similar coverage on it.

Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

If any applicable insurance other than this policy is issued to you by us or any other member company of the Farmers Insurance Group of Companies, the total amount payable among all such policies shall not exceed the limits provided by the single policy with the highest limits of liability.

## PART V - CONDITIONS

### 1. Policy Period and Territory

This policy applies only to **accidents, occurrences**, and losses during the policy period shown in the Declarations which occur within the United States, its territories or possessions or Canada, or while the car is being shipped between their ports.

### 2. Changes

This policy with the Declarations includes all agreements between you and us relating to this insurance. No other change or waiver may be effected in this policy except by endorsement, new Declarations or new policy issued by us.

The premium for each term of this policy is determined by information in our possession at the inception of that term. Any changes in this information which would affect the rating of your policy will allow us to make an additional charge or refund on a pro rata basis.

If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change. Policy terms which conflict with laws of Missouri are hereby amended to conform to such laws. When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in Missouri.

We may change this policy or replace it to conform to coverage currently in use. The change or new policy will be delivered to you, or mailed to you at your mailing address shown in the Declarations, at least 30 days before its effective date.

### 3. Legal Action Against Us

We may not be sued unless there is full compliance with all the terms of this policy. We may not be sued under the Liability Coverage until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. No one shall have any right to make us a party to a suit to determine the liability of a person we insure.

### 4. Transfer Of Your Interest

Interest in this policy may not be assigned without our written consent. But, if the insured named in the Declarations, or the spouse of the insured resident in the same household dies, the policy will cover:

- a. The survivor.
- b. The legal representative of the deceased person while acting within the scope of duties of a legal representative.
- c. Any person having proper custody of **your insured car** until a legal representative is appointed.

### 5. Our Right to Recover Payment

In the event of any payment under this policy, we are entitled to all the rights of recovery of the person to whom payment was made against another. That person must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after loss to prejudice our rights.

When a person has been paid **damages** by us under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for us and reimbursed to us to the extent of our payment.

### 6. Two or More Cars Insured

With respect to any **accident** or **occurrence** to which this and any other auto policy issued to you by any member company of the Farmers Insurance Group of Companies applies, the total limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

### 7. Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

### 8. Termination or Reduction of Coverage

#### a. Cancellation or reduction of coverage:

- (1) You may cancel this policy by advising us in writing when at a future date the cancellation is to be effective.
- (2) We may cancel, change the renewal date or cancel or reduce all or any portion of any coverage by mailing notice to you at the address shown in the Declarations or by delivering the notice:
  - (a) Not less than 10 days prior to the effective date of such cancellation, reduction, or change of renewal date:
    - (i) For nonpayment of premium, or
    - (ii) If the policy has been in effect less than 60 days and is not a renewal.
  - (b) Not less than 30 days prior to the effective date of cancellation for any other circumstance.  
If we cancel or reduce all or any portion of any coverage, the notice we send you will describe that portion we are cancelling or reducing.
- (3) (a) Our right to cancel is limited if this policy has been in effect for 60 days or is a renewal and insures either of the following:
  - (i) a private passenger type auto, or a station wagon, that does not carry passengers for hire and is not rented to others.
  - (ii) any other four wheel motor vehicle with a load capacity of fifteen hundred pounds or less which is not used in your occupation, profession or business.

- (b) We can cancel in such case only if any of the following apply:
- (i) you fail to pay the premium when due.
  - (ii) the driver's license of the named insured has been under suspension or revocation at any time during the policy period. If more than one person is named in the Declarations and only one of the persons named has a drivers license suspended or revoked, this policy may not be cancelled. However we may exclude coverage for such person during any period of suspension or revocation of a drivers license.
  - (c) (a) and (b) above do not limit our right to add a \$100 deductible under Coverage F at any time if we so desire. We shall not cancel or refuse to renew coverage for any person with at least two years driving experience solely because of age, residence, race, sex, color, creed, national origin, ancestry or lawful occupation, including military service.

b. Nonrenewal

We will send notice by certified mail to you at the address shown in the Declarations, or deliver to you, notice of nonrenewal not less than 30 days before the end of the policy period, if we decide not to renew or continue this policy stating:

- (i) the effective date of the non-renewal;
- (ii) the actual reason for non-renewal;
- (iii) that the **insured person** may be eligible for insurance through the Assigned Risk or Automobile Insurance Plan.

(Address and telephone number or the "plan" is to be sent with a cancellation notice.)

c. Automatic Termination

This policy will automatically terminate at the end of the policy period if you or your representative do not accept our offer to renew it. Your failure to pay the required renewal premium as we require means that you have declined our offer.

If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that car will cease on the effective date of the other insurance.

d. Other Provisions

- (1) If different requirements for cancellation and nonrenewal or termination of policies become applicable because of the laws of Missouri, we will comply with those requirements.
- (2) Mailing of a notice shall be sufficient proof of notice.
- (3) The effective date and time stated on the notice for cancellation of the entire policy shall become the end of the policy period.
- (4) The effective date and time stated on the notice for reductions of coverage or cancellation of a portion of the coverage, shall be the effective date of the change. The notice shall be part of the policy. It is an endorsement.
- (5) Termination or change may result in a premium refund. If so, we will send it to you. Our making or offering of a refund is not a condition of cancellation.

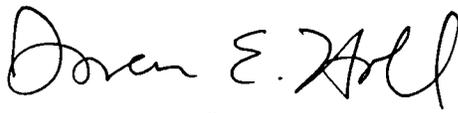
If you cancel, the refund will be computed in accordance with the customary short rate table and procedure.

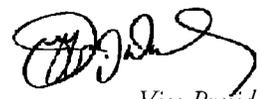
If we cancel or reduce coverage, the refund will be computed on a pro-rata basis.

This policy shall not be effective unless countersigned on the Declarations Page by a duly authorized representative of the Company named on the Declarations Page.

The Company named on the Declarations has caused this policy to be signed by the officers shown below.

FARMERS INSURANCE COMPANY, INC.  
MID-CENTURY INSURANCE COMPANY

  
Secretary

  
Vice-President

**No Mexico Coverage  
Read This Warning Carefully**

No coverage under this policy is provided while in Mexico. The Republic of Mexico considers an automobile accident a criminal offense as well as a civil matter. Coverage can be obtained through a Mexican insurance company when needed.

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