

## PERSONAL AUTO POLICY - QUICK REFERENCE

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**READ YOUR POLICY CAREFULLY**

This policy is a **legal contract** between you (the insured) and us (the company). The policy has been:  
 designed for your easy reference.  
 simplified, to make it more understandable and easier to read.  
 arranged, to better display the available coverages.

This policy itself sets forth, in detail, the rights and obligations of both you and us. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY.

## PERSONAL AUTO POLICY

### AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

### DEFINITIONS

- A. Throughout this policy, "you" and "your" refer to:
1. The "named insured" shown in the Declarations; and
  2. The spouse if a resident of the same household.
- If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:
1. The end of 90 days following the spouse's change of residency;
  2. The effective date of another policy listing the spouse as a named insured; or
  3. The end of the policy period.
- B. "We", "us" and "our" refer to the Company providing this insurance.
- C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
  2. For a continuous period of at least 6 months.
- Other words and phrases are defined. They are in quotation marks when used.
- D. "Bodily injury" means bodily harm, sickness or disease, including death that results.
- E. "Business" includes trade, profession or occupation.
- F. "Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.
- G. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- H. "Newly acquired auto":
1. "Newly acquired auto" means any of the following types of vehicles you, or a corporation of which you are the sole owner, become the owner of during the policy period:
    - a. A private passenger auto; or
    - b. A pickup or van, for which no other insurance policy provides coverage, that:
      - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
      - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
        - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
        - (b) For farming or ranching.
  2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
    - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.
 

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
    - b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
      - (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto"

will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Seven days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 7 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Seven days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 7 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

- I. "Occupying" means in, upon, getting in, on, out or off.
- J. "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- K. "Trailer" means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by a private passenger auto, pickup or van, provided that the trailer is not used:
1. for commercial or "business" (other than farming and ranching) purposes;

2. as a primary residence;
3. as a premises for office, store or display purposes; or
4. as a passenger conveyance.

- L. "Your covered auto" means:

1. Any vehicle shown in the Declarations.

This provision does not apply to:

- a. A vehicle shown in the Declarations after ownership of that vehicle has been transferred to another person or organization by you, a corporation of which you are the sole owner, or a "family member".
  - b. A vehicle shown in the Declarations that you, a corporation of which you are the sole owner, or a "family member" have been leasing, after the leasing agreement has been terminated, unless ownership of that vehicle is transferred by the lessor, to you, a corporation of which you are the sole owner or a "family member".
2. A "newly acquired auto".
  3. Any "trailer" you, or a corporation of which you are the sole owner, own.
  4. Any auto or "trailer" you or a corporation of which you are the sole owner, do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
    - a. Breakdown;
    - b. Repair;
    - c. Servicing;
    - d. Loss; or
    - e. Destruction.

This Provision (L.4.) does not apply to Coverage For Damage To Your Auto.

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## PART A - LIABILITY COVERAGE

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### INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when

our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

- B. "Insured" as used in this Part means:

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1. You for the ownership, maintenance or use, including loading and unloading, of any auto or "trailer".
2. Any "family member":
  - a. Who does not own an auto, for the maintenance or use of any auto or "trailer".
  - b. Who owns an auto, but only for the use of "your covered auto".
3. Any person using "your covered auto".
4. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
5. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.5.) applies only if the person or organization does not own or hire the auto or "trailer".
6. The following are not "insureds", under Part A of the policy:
  - a. The United States of America or any of its agencies.
  - b. Any person with respect to "bodily injury" or "property damage" resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code (Federal Tort Claims Act), as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the "bodily injury" or "property damage".
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.
6. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay our limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

### EXCLUSIONS

- A. We do not provide Liability Coverage for any "insured":
  1. For "bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":
    - a. Is of a different kind, quality or degree than initially expected or intended; or
    - b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.
  2. For "property damage" to property owned or being transported by that "insured".
  3. For "property damage" to property:
    - a. Rented to;
    - b. Used by; or
    - c. In the care of;that "insured".

This Exclusion (A.3.) does not apply to "property damage" to:

- a. A residence or private garage; or
- b. Any motor vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles while such vehicle is being used by any "insured":
  - (1) For demonstration purposes; or
  - (2) As a temporary substitute for any vehicle you own which is out of normal use because of its breakdown, repair or servicing.

### SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend. The amount of the appeal bond or bond to release attachments in any suit we defend shall not exceed our limit of liability.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits, disability benefits or benefits under similar laws are required or available for that domestic employee.

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for compensation or a fee. This Exclusion (A.5.) does not apply to a share-the-expense car pool.

6. While employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or

b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

10. For "bodily injury" or "property damage" arising out of the use of "your covered auto" while leased or rented to others. However, this exclusion does not apply to the operation of "your covered auto" by the "insured" or a "family member".

11. For "bodily injury" to you or any "family member" to the extent that the limits of liability for this coverage exceed the limits of liability required by the Missouri Financial Responsibility Law.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any motorized vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or

2. Any vehicle, other than "your covered auto", which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

3. Any vehicle, other than "your covered auto", which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or

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- b. Furnished or available for the regular use of a "family member".
- C. We do not provide Liability Coverage for any "insured" for "bodily injury" or "property damage" arising out of the use of a vehicle in any organized activity involving:
  - 1. Racing;
  - 2. Speeding;
  - 3. Stunting; or
  - 4. Demolition.

This Exclusion (C.) includes practice or preparation for any such activity.

- D. We do not provide Liability Coverage:
  - 1. For "bodily injury" to any fellow employee of an "insured" arising out of and in the course of his or her employment.

This Exclusion (D.1.) does not apply to "bodily injury" to you or any "family member's" fellow employees.
  - 2. For any person's liability resulting from the handling of property:
    - a. Before it is moved from the place where it is accepted by an "insured" for movement into or onto "your covered auto"; or
    - b. After it is moved from "your covered auto" to the place where it is finally delivered by an "insured".
  - 3. For any person's liability resulting from the movement of property by a mechanical device (other than a hand truck) not attached to "your covered auto".
  - 4. For punitive or exemplary damages.

### LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declarations; or
  - 4. Vehicles involved in the auto accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
    - 1. Part B or Part C of this policy; or
    - 2. Any Underinsured Motorists Coverage provided by this policy.
  - C. We will apply the limit of liability to provide any separate limits required by law for Bodily Injury and Property Damage Liability. However, this provision (C.) will not change our total limit of liability.

### OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
  - 1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  - 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

### FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

### OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of

all applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance unless such vehicle is loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles and such vehicle is used by any "insured":

1. For demonstration purposes; or
2. As a temporary substitute for a vehicle you own which is out of normal use because of its breakdown, repair, or servicing.

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## PART B – MEDICAL PAYMENTS COVERAGE

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### INSURING AGREEMENT

A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured"; and
3. Arising out of the ownership, maintenance or use of a motor vehicle.

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

B. "Insured" as used in this Part means:

1. You or any "family member":
  - a. While "occupying"; or
  - b. As a pedestrian when struck by;
    - a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

### EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" while it is being used to carry persons or property for compensation or a fee. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits, disability benefits, or benefits under similar laws, are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by you; or

- b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".

However, this Exclusion (6.) does not apply to you.

7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - b. Pickup or van that you own; or
  - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
  - a. Discharge of a nuclear or biological weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation;
  - c. Radioactive contamination; or
  - d. Biological contamination.

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- 11. Sustained while "occupying" any vehicle in any organized activity involving:
  - a. Racing;
  - b. Speeding;
  - c. Stunting; or
  - d. Demolition.

This Exclusion (11.) includes practice or preparation for any such activity.

- 12. Which is expected or intended by an "insured" even if the resulting "bodily injury":
  - a. Is of a different kind, quality or degree than initially expected or intended; or
  - b. Is sustained by a different person or entity than initially expected or intended.

- 4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  - 1. Part A of this policy; or
  - 2. Any Underinsured Motorists Coverage provided by this policy.
- C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under Part A or Part C of this policy.

**LIMIT OF LIABILITY**

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
  - 1. "Insureds";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declarations; or

**OTHER INSURANCE**

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

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**PART C – UNINSURED MOTORISTS COVERAGE**

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Refer to the attached Uninsured Motorists Endorsement only if the Declarations indicate that Uninsured Motorists Coverage is provided.

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

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**INSURING AGREEMENT**

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:
  - 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
  - 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

- B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

- 1. Missiles or falling objects;
- 2. Fire;
- 3. Theft or larceny;
- 4. Explosion or earthquake;
- 5. Windstorm;
- 6. Hail, water or flood;
- 7. Malicious mischief or vandalism;
- 8. Riot or civil commotion;
- 9. Contact with bird or animal; or

## 10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

## C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

However, "non-owned auto" does not include any vehicle loaned to you, with or without consideration, by a person, firm or corporation engaged in the "business" of selling, repairing, or servicing motor vehicles while such vehicle is being used by any "insured":

1. For demonstration purposes; or
2. As a temporary substitute for a vehicle you own which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair; or
  - c. Servicing.

**TRANSPORTATION EXPENSES**

In addition, we will pay up to \$20 per day, to a maximum of \$600 for transportation expenses incurred by you. This applies only in the event of the total theft of "your covered auto" or a "non-owned auto". We will pay only transportation expenses incurred during the period:

- a. Beginning 48 hours after the theft; and
- b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

**EXCLUSIONS**

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being

used to carry persons or property for compensation or a fee. This Exclusion (1.) does not apply to a share-the-expense car pool.

## 2. Damage due and confined to:

- a. Wear and tear;
- b. Freezing;
- c. Mechanical or electrical breakdown or failure; or
- d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

## 3. Loss due to or as a consequence of:

- a. Radioactive contamination;
- b. Discharge of any nuclear weapon (even if accidental);
- c. War (declared or undeclared);
- d. Civil war;
- e. Insurrection;
- f. Rebellion or revolution; or
- g. Biological contamination.

## 4. Loss to equipment designed for the reproduction of sound.

This Exclusion (4) does not apply if:

- a. The equipment is permanently installed in "your covered auto" or any "non-owned auto"; and
- b. The equipment is original equipment from the manufacturer.

## 5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:

- a. Citizens band radios;
- b. Telephones;
- c. Two-way mobile radios;
- d. Scanning monitor receivers;
- e. Television monitor receivers;
- f. Video players and recorders;
- g. Audio players and recorders;
- h. Personal computers; or
- i. Global Positioning Systems.

This Exclusion (5.) does not apply to:

- a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
  - b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone.
  - c. Electronic equipment that has been installed by the manufacturer.
6. Loss to tapes, records, discs or other media used with equipment described in Exclusions 4. and 5.
7. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (7.) does not apply to the interests of Loss Payees in "your covered auto".

8. Loss to:
- a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
  - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
    - (1) Cooking, dining, plumbing or refrigeration facilities;
    - (2) Awnings or cabanas; or
    - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
  - b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
    - (1) Acquire during the policy period; and
    - (2) Ask us to insure within 30 days after you become the owner.
9. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.

10. Loss to equipment designed or used for the detection or location of radar or laser.
11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
- a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in Exclusion (11.). This Exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer".

13. Loss to "your covered auto" or any "non-owned auto", arising out of the use of a vehicle in any organized activity involving:
- a. Racing;
  - b. Speeding;
  - c. Stunting; or
  - d. Demolition.

This Exclusion (13.) includes practice or preparation for any such activity.

14. Loss to, or loss of use of, a "non-owned auto" rented by:
- a. You; or
  - b. Any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

15. Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".
16. Loss to:
- a. Business or office equipment; or
  - b. Articles which are sales samples or used in exhibitions.

17. "Property damage" to "your covered auto" or "non-owned auto" which is expected or intended by an "insured" even if the resulting "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by different real or personal property than initially expected or intended.

However, this Exclusion (17.) will not apply to deny payment to an innocent co-"insured" victim of domestic violence, when such coverage would otherwise be excluded under this provision if the "insured":

- a. Files a police report; and
- b. Completes a sworn affidavit for the insurer that indicates both:
  - 1) The cause of the loss; and
  - 2) A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

We will provide coverage to an innocent co-"insured" victim of domestic abuse to the extent of that "insured's" interest in the property when the damage is proximately related to and in furtherance of domestic abuse. We retain all rights set forth in the Our Rights To Recover Payment provision with regard to action against the perpetrator of the act that caused the "property damage".

#### LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property.

In determining the amount necessary to repair damaged property, our estimate will be based on:

- a. the prevailing competitive labor rates charged in the area where the property is to be repaired, as reasonably determined by us; and
- b. the cost of repair or replacement parts and equipment which may be new, refurbished, restored, or used, including, but not limited to:
  - (1) original manufacturer parts or equipment; and

(2) nonoriginal manufacturer parts or equipment;

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a "trailer" is \$500.
2. Custom parts or equipment, other than original equipment from the manufacturer, in or upon "your covered auto" is \$1,000. Custom parts or equipment consists of the following:
  - a. Special carpeting, furniture or insulation;
  - b. Stereos, CD players, CD changers, amplifiers, speakers, television monitor receivers; video players and recorders;
  - c. Engine, drive train, suspension, mechanical or body components intended to enhance vehicle performance or appearance;
  - d. Custom murals, paint, paintings or other decals or graphics;
  - e. Chrome, reverse chrome, alloy or magnesium wheels or chrome engine accessories; or
  - f. T-bar roofs, roll bars, light bars, and grille guards.

Coverage for custom parts or equipment shall not cause our limit of liability to be increased to an amount in excess of the actual cash value of "your covered auto", including its custom parts or equipment.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
  1. Deductions for betterment apply only to parts normally subject to repair and replacement during the useful life of the insured motor vehicle.
  2. Such deductions shall be limited to the lesser of an amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part, or the amount which the resale value of the vehicle is increased by the repair or replacement.
  3. Calculations for betterment, depreciation, physical condition and normal useful life must be included in our claim file.

**PAYMENT OF LOSS**

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property if required by law.

If we have paid a loss for damage to "your covered auto", we will take appropriate deductions from any payment due you for any subsequent loss for damage to the same covered auto, unless you furnish us with proof that the prior damage has been repaired.

**NO BENEFIT TO BAILEE**

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

**OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be

excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

**APPRAISAL**

A. If we and you do not agree on the amount of loss, then an appraisal of the loss may be made. However, both parties must agree to the appraisal. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

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**PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

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We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
  1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  3. Submit, as often as we reasonably require:
    - a. To physical exams by physicians we select. We will pay for these exams.

- b. To examination under oath and subscribe the same.
4. Authorize us to obtain:
  - a. Medical reports; and
  - b. Other pertinent records.
5. Submit a proof of loss when required by us.
- C. A person seeking Coverage For Damage To Your Auto must also:
  1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
  2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
  3. Permit us to inspect and appraise the damaged property before its repair or disposal.

**PART F – GENERAL PROVISIONS****BANKRUPTCY**

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

**CHANGES**

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. The premium for this policy is based on information we have received from you or other sources. You agree:
1. That if any of this information material to the development of the policy premium is incorrect, incomplete or changed, we may adjust the premium accordingly during the policy period.
  2. To cooperate with us in determining if this information is correct and complete.
  3. To promptly advise us of changes in this information including, but not limited to:
    - a. The number, type or use classification of insured vehicles;
    - b. Operators using insured vehicles;
    - c. The place of principal garaging of insured vehicles;
    - d. Coverage, deductible or limits;
    - e. Eligibility for discounts or other premium credits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
  2. An Amendatory Endorsement.

**FRAUD OR MISREPRESENTATION**

- A. This policy was issued in reliance upon the information provided in your insurance application.

We may void this policy if you or an insured person:

1. Made incorrect statements or representations to us with regard to any material fact or circumstance;
2. Concealed or misrepresented any material fact or circumstance; or
3. Engaged in fraudulent conduct;

at the time of application. We may void this policy due to fraud, misrepresentation, or an incorrect statement of material fact in the application, even after the occurrence of an accident or loss. This means that we will not be liable for any claims or damages which would otherwise be covered, even if the accident occurs before we notify you that the policy is void. If we void this policy, you must reimburse us if we make a payment under Part A – Liability.

- B. We may deny coverage for an accident or loss if you or an insured person have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

**LEGAL ACTION AGAINST US**

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
1. We agree in writing that the "insured" has an obligation to pay; or
  2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".
- C. If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

**OUR RIGHT TO RECOVER PAYMENT**

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and
  2. Nothing after loss to prejudice them.

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However, our rights in this Paragraph (A.) do not apply under Part D, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

This Paragraph (A.) does not apply to Part B.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us the proceeds of the recovery; and
  2. Reimburse us to the extent of our payment.

### INITIAL PREMIUM PAYMENT

If your initial premium payment is not honored when presented to the bank or financial institution, we reserve the right to void this policy from its inception. This means that this policy will not be in force to pay any claims or damages which may have otherwise been covered had your initial premium payment been honored at the time it was initially presented to the bank or financial institution.

### POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
  2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;
  2. Puerto Rico; or
  3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

### TERMINATION

#### A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing by United States Post Office certificate of mailing to the named

insured shown in the Declarations at the address last known by us:

- a. At least 10 days notice:
    - (1) If cancellation is for nonpayment of premium; or
    - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
  - b. At least 30 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
- a. For nonpayment of premium; or
  - b. If your driver's license has been suspended or revoked. This must have occurred:
    - (1) During the policy period; or
    - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, in the event more than one person is a named insured shown in the Declarations and only one named person's driver's license has been suspended or revoked we:

- a. May not cancel this policy; but
- b. May issue an exclusion providing that coverage will not be afforded to that named person under the terms of this policy while that person is operating "your covered auto" during any period of suspension or revocation.

#### B. Nonrenewal

If we decide not to renew or continue this policy we will mail notice by United States Post Office certificate of mailing to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

**C. Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

**D. Other Termination Provisions**

1. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

**JOINT AND INDIVIDUAL INTERESTS**

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured shall be binding on all persons provided coverage under this policy.

**TRANSFER OF YOUR INTEREST IN THIS POLICY**

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
  1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
  2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.

**TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

**MISSOURI PROPERTY AND CASUALTY  
INSURANCE GUARANTY ASSOCIATION  
COVERAGE LIMITATIONS**

Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association) the Association will pay claims covered under the Act if we become insolvent.

Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000. However, the Association will not:

- A) Pay an amount in excess of the applicable limit of liability of the policy from which a claim arises; or
- B) Return to an insured any unearned premium in excess of \$25,000.

The claims covered by the Association are subject to the limitations of coverage provided by the Act. These limitations have no effect on the coverage we will provide under this policy.

**MEXICAN INSURANCE LIMITED****WARNING – MEXICAN AUTOMOBILE LIABILITY  
INSURANCE**

An automobile accident in the Republic of Mexico is a criminal offense as well as a civil matter. If you are found guilty of causing the accident, your auto is impounded and you can also be detained. Unless you have automobile liability and property damage insurance written by a Mexican Insurance Company, you may spend many hours or days in jail if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your auto.

**LIMITED MEXICAN COVERAGE**

The coverage provided under Parts A and D of the policy also applies to accidents and losses which occur during the policy period as shown in the Declarations, and within that part of the Republic lying not more than 25 statute miles from the boundary line of the United States of America. However, any original suit for damages for bodily injury or property damage must be brought against you within the United States of America.

This coverage shall be excess over any other available insurance.