READ YOUR POLICY CAREFULLY

This policy is the legal contract between you and us. It is written in easy to read and understand language.
# MISSOURI

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TO OUR POLICYHOLDER

This Automobile Club Inter-Insurance Exchange policy along with the Declarations, the Application for Insurance and other endorsements, if any, is your complete and valid auto insurance contract. This is a non-assessable policy issued only to and renewed for qualified members of the American Automobile Association (AAA) and its divisions or affiliates.

If you have an accident or loss, no matter how slight, always report it to the nearest Auto Club representative as soon as possible. For additional information, see Part VI – Your Duties After an Accident or Loss in this policy.

Automobile Club Inter-Insurance Exchange

AGREEMENT

We will provide the insurance you have selected in return for the premium due us and your compliance with all policy provisions. Your declarations page shows the policy period, your insured autos, the coverages and limits you have chosen and your premium. Insurance under this policy is provided only for the coverages for which a premium is shown in the declarations page. The declarations page is part of this policy.

DEFINITIONS

Throughout this policy, certain words and phrases have a defined meaning when printed in bold italic type.

We, us, or our refers to the Automobile Club Inter-Insurance Exchange.

You or your refers to the named insured shown in the declarations page and the named insured’s spouse, if domiciled in the same household.
Auto – means a motor vehicle with four or more wheels:

1. whether operable or not;

2. designed and licensed for use mainly on public roads; and

3. with the primary purpose of transporting persons or property.

Auto accident - means an accident arising out of the ownership or use of an auto or trailer.

Auto business – means to be employed or otherwise engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing motor vehicles or trailers.

Bodily injury – means bodily harm, sickness or disease, including death that results.

Business – means commercial enterprise, trade, profession or occupation.

Collision – means:

1. contact between an auto and another object; or

2. upset of an auto.

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

Comprehensive – means direct and accidental loss to your insured auto or a non-owned auto, except loss caused by collision. Loss caused by, but not limited to, the following are considered comprehensive not 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.

**Electronic equipment** – means any equipment that is **permanently installed** to your insured auto which is designed to reproduce, transmit, or receive audio, video, or data signals. **Electronic equipment** includes, but is not limited to, radios; tape and CD players; speakers; global positioning systems (GPS); television and video monitors; DVD and video players or recorders; telephones and fax machines; CB and two-way mobile radios; and any parts or components of any of these.

**Household member** – means a **person** who is domiciled in your household.

**Non-owned auto** – means a **private passenger auto** or **trailer** not:

1. owned by;
2. registered or leased in the name of; or
3. furnished or available for regular **use** to;
you or a household member or any other person domiciled in your household while in the care, custody, control or charge of you or a household member or any other person domiciled in your household.

A temporary substitute auto is not considered a non-owned auto.

Occupying, occupied or occupancy – means being in or upon, getting in, on, out, upon or off.

Permanently installed – means installed in such a way as to require the use of hand tools to remove.

Person – means a living human being.

Private passenger auto – means:

1. an auto with 4 wheels of the private passenger type,

2. a motor home with 4 or more wheels, or

3. a pickup or van type auto with a rated load capacity of 2,000 pounds or less.

Property damage – means injury to or destruction of tangible property, and includes any resulting loss of use.

Punitive damages – means amounts of money awarded or imposed to punish or to make an example of a wrongdoer and includes, but is not limited to, exemplary damages and aggravated damages.

Temporary substitute auto – means an auto or trailer not owned by you, if it replaces your insured auto for a short time, not to exceed 90 days. Its use has to be with the permission of the owner. Your insured auto has to be out of use due to its breakdown, repair, servicing, damage or loss. A temporary substitute auto is not considered a non-owned auto.
Trailer – means a vehicle designed to be pulled by a private passenger auto.

Use, used or using – means operating, maintaining, loading or unloading.

Your insured auto – means:

1. Any auto shown in the declarations page, while owned by you.

2. Any private passenger auto which you newly acquire during the policy period and which is owned solely by you. Coverage applies only if at the time you take possession of the newly acquired private passenger auto:
   a. it has replaced any auto shown in the declarations page and title and possession of the replaced auto have been transferred; or
   b. it is in addition to any auto shown in the declarations page and we insure all private passenger autos you then own.

A replacement auto as defined in a. above has the same coverage as the auto it replaced. An additional auto as defined in b. above has the same coverage as the auto with the most broad coverage that is shown in the declarations page.

However, you must ask us for coverage within 30 days after you take possession of a newly acquired auto insured under this provision if you wish:
   a. To add or continue physical damage coverage on a replacement auto.
   b. To insure an additional auto. A premium will be charged from the date you took possession of the additional auto.

If you fail to notify us, no coverage will be provided after 30 days from the time you take possession.
3. Any trailer you own. (Physical Damage Coverage does not apply until you have notified us and a premium is paid for the coverage.)

4. Any temporary substitute auto.

5. Any auto you do not own while being driven temporarily as a demonstrator auto provided by a duly licensed automobile dealer.

PART I - LIABILITY

COVERAGE A – BODILY INJURY
COVERAGE B – PROPERTY DAMAGE

INSURING AGREEMENT – PART I

1. Subject to the Exclusions, we will pay damages for which any insured is legally liable because of bodily injury or property damage caused by an auto accident.

   Damages do not include criminal fines, restitution orders or punitive damages.

2. We will defend any suit claiming damages covered under PART I. We will defend any suit even if the allegations are groundless, false or fraudulent.

   Defense lawyers will be provided by us. If any insured retains a lawyer for any claim, whether or not covered under PART I, we will not be liable for the fees and costs charged by that lawyer and we may pay outside counsel a flat fee to represent you.

3. We may settle any claim or suit as we find appropriate.
SUPPLEMENTARY PAYMENTS – PART I

In addition to the limits of liability for PART I, we will pay:

1. All settlement and defense costs we incur on your behalf.

2. Any interest on damages covered under PART I on that part of a judgment that is within our limit of liability, except:
   a. if we offer to pay our limit of liability before judgment, we will not pay interest thereafter; or
   b. if a judgment is rendered, we will not pay interest after our limit of liability has been paid or deposited in court.

3. Any reasonable expenses that an insured actually incurs at our request.

4. Loss of net earnings, but not other income, because of attendance at hearings, trials or depositions at our request.

5. Expenses an insured incurs for first aid to others at the time of an auto accident involving an auto insured under PART I.

6. Premiums on:
   a. Appeal bonds or attachment bonds required in any suit we defend. We will not pay for:
      (1) a bond in excess of the limits of liability; or
      (2) an appeal bond for that portion of a judgment that is not covered under PART I.
   b. Bail bonds required:
      (1) because of an auto accident arising out of the use of an auto insured under PART I; or
      (2) for any traffic citation received in connection with such auto accident. The bail bond shall not exceed $250.
We will pay for, but not apply for or furnish, any such bail bonds.

7. NAMED INSURED’S SPECIAL BENEFIT - This coverage applies only to you, the named insured. If Liability Coverage is afforded by this policy, we will pay the principal sum of $5,000, if you, while occupying your insured auto, are killed instantly or are injured and die within thirty days from the date of such injury, as a direct result of collision or upset of such auto, provided that such death is caused solely through external, violent and accidental means.

The special benefit of $5,000 will be increased to $15,000 if, at the time of the accident, you were using the auto’s complete restraint system.

If the deceased insured is survived by a spouse who was domiciled in the same household at the time of the auto accident, we will pay the death benefit to such spouse. If the deceased insured was an unmarried minor, we will pay the death benefit to either parent, who was domiciled in the same household at the time of the accident. Otherwise, we will pay the death benefit to the deceased insured’s estate.

We have the right to request an autopsy where it is not forbidden by law.

PERSONS INSURED – PART I

Under PART I, insured means:

1. You and a household member:
   a. in the use of your insured auto; and
   b. in the use of any other auto or trailer.

2. Any person other than those identified in paragraph 1 using your insured auto with your permission provided the use is within the scope of such permission. The limits of liability for this person shall be equal to minimum
limits of liability required by Section 303.190 of the Revised Statutes of Missouri, which are $25,000 per person, $50,000 per occurrence and $10,000 for property damage.

WHAT IS NOT COVERED – EXCLUSIONS - PART I

We do not cover liability of any person for:

1. The ownership, maintenance or use of:
   a. Any auto, other than your insured auto which is:
      (1) owned by you; or
      (2) furnished or available for your regular use.
   b. Any auto, other than your insured auto, which is:
      (1) owned by any household member; or
      (2) furnished or available for the regular use of any household member.
      However, this exclusion does not apply to your maintenance or use of any auto which is:
      (1) owned by a household member; or
      (2) furnished or available for the regular use of a household member.

2. Bodily injury or property damage arising from the use of any auto or trailer while carrying or delivering persons, property or food for a fee or compensation (including wages, salary, tip or separate payment). This exclusion does not apply:
   a. to any shared expense car pools or charitable delivery; or
   b. to you while a passenger in an auto other than your insured auto.

3. Any obligation assumed under a contract or agreement.

4. Bodily injury or property damage which is either expected or intended by an insured or which is the result of an insured's intentional or criminal acts. You are deemed to intend the
natural and probable consequences of your actions.

5. **Bodily injury** to any employee of a person insured if the **bodily injury** arises out of and in the course of employment.

6. **Bodily injury** or **property damage** arising from the **use** of any **auto** in the **auto business**. This exclusion does not apply to the **use** of **your insured auto** by:
   a. you;
   b. a **household member**; or
   c. any employee or agent of you or a **household member**.

This exclusion applies only to the extent that damages exceed the minimum limits of liability required under The Motor Vehicle Financial Responsibility Law.

7. **Bodily injury** or **property damage** arising from the **use** of any **auto** in any other **business** of an **insured**. This exclusion does not apply to:
   a. **your insured auto**; or
   b. any other **auto** insured under PART I that is a **private passenger auto** or **trailer used** therewith, operated or **occupied** by you or your domestic employee.

8. **Property damage** to real or personal property owned or transported by, or in the care, custody, control or charge of or rented to any **insured**. This exclusion does not apply to:
   a. a rented dwelling house, rented private garage or rented carport damaged by an **auto** insured under PART I, or
   b. any **auto** operated by an **insured** if the **auto** is loaned to the **insured** for demonstration purposes or loaned as a replacement **auto** while **your insured auto** is out of **use** because of breakdown, repair, or servicing, and if the other **auto** is loaned by a **person**, firm, or corporation engaged
in the *business* of selling, repairing, or servicing *autos*.

9. Any obligation of the owner or lessor of an *auto you* or a *household member* does not own.

10. **Bodily injury** or **property damage** to any covered *auto* while it is:
   a. being prepared for, *used* in practice for, or operated in any racing contest, speed contest, hill-climbing contest, jumping contest or other similar contest; or
   b. on a track primarily designed for racing or high-speed driving. This does not apply if the vehicle is being *used* in connection with an activity other than racing, high-speed driving, or any type of competitive driving.

11. **Bodily injury** or **property damage** arising from the *use* of any *auto*, not owned by *you* or a *household member*, without the permission of the owner.

12. **Bodily injury** or **property damage** if insurance is or can be afforded under any nuclear energy policy.

13. **Bodily injury** arising from the loading or unloading of any *auto* insured under PART I. This exclusion does not apply to:
   a. *you*;
   b. a *household member*;
   c. a bailee;
   d. any employee of a., b., or c. above.

14. Any obligation for which any *insured* may be held liable under any workers' compensation law.

15. **Bodily injury** or **property damage** arising from the *use* of any *trailer* with any *auto* not covered under PART I.

17. **Bodily injury** to you or any **household member**. However, such **person** is entitled to the minimum limits of **bodily injury** liability of the financial responsibility law of the state in which the **auto accident** occurred.

18. **Bodily injury** or **property damage** arising from the **use** of any motorized vehicle with less than four wheels.

19. **Bodily injury** or **property damage** arising from the **use** of any all terrain vehicles or golf carts.

20. Any damages for which any government entity might be liable for that **person's use** of the **auto**.

21. **Bodily injury** or **property damage** caused by the dumping, discharge or escape of irritants, pollutants or contaminants; however, this exclusion does not apply if the discharge is sudden and accidental.

22. **Bodily injury** or **property damage** while committing a felony or while seeking to elude lawful apprehension or arrest for a felony by a law enforcement official.

23. **Bodily injury** or **property damage** sustained by any **person** while not in lawful possession of an **auto** or voluntarily **occupying** an **auto** knowing it is stolen.

24. **Bodily injury** to any fellow employee of the **insured** arising out of and in the course of such employee's employment.

Any exclusion which is invalid or unenforceable under The Motor Vehicle Financial Responsibility Law shall apply to that portion of the damages which exceeds the minimum limits of liability required by such Law.
LIMITS OF LIABILITY – PART I

1. The limit of liability shown in the declarations page for each person for bodily injury liability is our maximum limit of liability for all damages arising out of and due to bodily injury to any one person, in any one auto accident. The limit of liability shown for each person for bodily injury also includes all claims which are derivative of the bodily injury to that person, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention. This is the most we will pay regardless of the number of:
   a. covered persons;
   b. claims made;
   c. autos or premiums shown in the declarations page;
   d. policies issued to you or household members by us; or
   e. autos involved in the auto accident.

The limit of liability shown in the declarations page for each auto accident for bodily injury liability is our maximum limit of liability for all damages arising out of and due to bodily injury to any number of persons, resulting from any one auto accident. The limit of liability shown for each auto accident for bodily injury also includes all claims which are derivative of the bodily injury to any person, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention. This is the most we will pay regardless of the number of:
a. covered persons;
b. claims made;
c. autos or premiums shown in the declarations page;
d. policies issued to you or household members by us; or
e. autos involved in the auto accident.

2. The limit of liability shown in the declarations page for each accident for property damage liability is our maximum limit of liability for all damages to all property resulting from any one auto accident. This is the most we will pay regardless of the number of:
   a. covered persons;
   b. claims made;
   c. autos or premiums shown in the declarations page;
   d. policies issued to you or household members by us; or
   e. autos involved in the auto accident.

3. Regardless of the limits of liability shown in the declarations page, the most we will pay for the bodily injury and property damage liability for each covered person, other than you or any household member, will be equal to the minimum limits of liability of the financial responsibility law of the state in which the accident occurs.

4. No one will be entitled to duplicate payments for the same elements of damages.

5. An auto and attached trailer are considered one auto. Therefore, the limits of liability will not be increased for an auto accident involving an auto which has an attached trailer.

OUT OF STATE COVERAGE – PART I

If an auto accident involving your insured auto occurs outside the state in which your insured auto is principally garaged but within the territory where this policy applies, and:
1. The liability limits required by the financial responsibility or similar law of the jurisdiction in which the auto accident occurred are higher than the liability limits of this policy; or

2. A compulsory insurance or similar law requires a nonresident to maintain insurance whenever using an auto in that jurisdiction;

then this policy will provide at least the required coverages and limits.

**FINANCIAL RESPONSIBILITY – PART I**

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

**OTHER INSURANCE – PART I**

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.

*Your* liability coverage under this policy when *you* have an auto accident driving an auto *you* do not own shall be only the highest single limit for any one auto covered under this policy, pro-rated with any other liability coverage on the non-owned auto.

**PART II – EXPENSES FOR MEDICAL SERVICES**

**COVERAGE C – MEDICAL PAYMENTS**

**COVERAGE D – EXCESS MEDICAL PAYMENTS**

**COVERAGE P – ACCIDENTAL DEATH, DISMEMBERMENT**

**INSURING AGREEMENT – COVERAGE C**

Subject to the Exclusions, we will pay reasonable expenses actually incurred for necessary medical and funeral services because of bodily injury.
1. caused by an auto accident, and

2. sustained by an insured.

We will pay only for expenses actually incurred within 1 year from the accident date.

PERSONS INSURED – COVERAGE C

Under COVERAGE C, insured means:

1. You or a household member while:
   a. occupying any auto or trailer, or
   b. not occupying an auto or trailer, when struck by an auto or trailer.

2. Any other person occupying:
   a. your insured auto, while used by you, a household member, or with your permission; or
   b. any other auto or trailer when the accident results from that auto's operation or occupancy by you or a household member.

WHAT IS NOT COVERED – EXCLUSIONS – COVERAGE C

Under COVERAGE C, this policy does not apply to medical or funeral expenses because of bodily injury:

1. Sustained while occupying, or when struck by, any auto or trailer, other than your insured auto, owned by, or furnished or available for regular use by, you.

2. Sustained while occupying, or when struck by, any auto or trailer, other than your insured auto, owned by, or furnished or available for regular use by, a household member. This exclusion does not apply to you.

3. Sustained while occupying any auto or trailer, other than your insured auto, while used by a household member who owns an
4. Sustained while **occupying** any motorized vehicle with less than 4 wheels.

5. Sustained while **occupying** any **auto** or **trailer** while carrying or delivering **persons**, property or food for a fee or compensation (including wages, salary, tip or separate payment). This exclusion does not apply to:
   a. shared expense car pools or charitable delivery; or
   b. **you** or a **household member** while a passenger in any **auto** or **trailer**, other than **your insured auto**.

6. Sustained while **occupying** any **auto** or **trailer**, other than **your insured auto**, while **used** in the **auto business**. This exclusion does not apply to **you** or a **household member**.

7. Sustained while **occupying** any **auto** or **trailer**, other than **your insured auto**, while **used** in any other **business**. This exclusion does not apply to:
   a. **you**;
   b. any **household member**; or
   c. any other **person** while **occupying** a **private passenger auto** being **used** by **you**.

8. If workers’ compensation benefits are paid, payable, or required to be provided for all or part of the **bodily injury**.

9. Sustained while **occupying** any **auto**:
   a. being prepared for, **used** in practice for, or operated in any racing contest, speed contest, hill-climbing contest, jumping contest or other similar contest; or
   b. on a track primarily designed for racing or high-speed driving. This does not apply if the vehicle is being **used** in connection with an activity other than racing, high-
speed driving, or any type of competitive driving.

10. For any damages for which any government entity might be liable for that person's use of the auto.

11. Due to war, civil war, insurrection, rebellion, revolution, nuclear reaction, radioactive contamination or any consequence of any of these.

12. Sustained by the owner of any auto not owned by:
   a. you; or
   b. a household member.

13. Sustained while occupying:
   a. any auto used as a residence or premises; or
   b. any trailer while used for business purposes.

14. Sustained while occupying any auto without the permission of the owner.

15. Sustained by any person while not in lawful possession of, or voluntarily occupying, an auto knowing it is stolen.

16. Caused by that person driving your insured auto who intentionally causes a collision, causes property damage, or intentionally attempts to cause injury to himself, herself or others; which is either expected or intended by an insured or which is the result of an insured's intentional or criminal acts. You are deemed to intend the natural and probable consequences of your actions.

17. While committing a felony or while seeking to elude lawful apprehension or arrest for a felony by a law enforcement official.
LIMITS OF LIABILITY – COVERAGE C

1. The limit shown in the declarations page is the most we will pay for bodily injury to each person injured in any one auto accident.

2. The limits of liability for two or more autos on this policy shall not be added together, combined, or stacked to determine the limit of coverage available to injured persons, regardless of the number of:
   a. autos involved in the occurrence, whether insured or not;
   b. insureds;
   c. claims made;
   d. premiums paid;
   e. policies issued to you or household members by us; or
   f. autos or premiums shown in the declarations page.

If the amount shown in the declarations page for this coverage is $5,000 or more, the most we will pay for funeral services is $5,000 per person.

No person shall collect twice for the same medical or funeral service.

OTHER INSURANCE – COVERAGE C

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 auto insurance providing payments for medical or funeral expenses.

PAYMENT OF CLAIMS – COVERAGE C

We may pay:

1. you;
2. any other person making claim; or

3. any provider of services to whom benefits have been assigned.

Payment by us shall reduce the amount we owe. Payment by us is not an admission that the medical expenses were reasonable, necessary, or otherwise covered under COVERAGE C.

INSURING AGREEMENT – COVERAGE D

Subject to the Exclusions, we will pay reasonable expenses actually incurred for necessary medical and funeral services because of bodily injury:

1. caused by an auto accident; and

2. sustained by an insured.

However, we will pay only those expenses that are not covered under any medical or health insurance. We will pay only for expenses actually incurred within 1 year from the accident date.

PERSONS INSURED – COVERAGE D

Under COVERAGE D, insured means:

1. You or a household member while:
   a. occupying any auto or trailer; or
   b. not occupying an auto or trailer, when struck by an auto or trailer.

2. Any other person occupying:
   a. your insured auto, while used by you, a household member, or with your permission; or
   b. any other auto or trailer when the accident results from that auto's operation or occupancy by you or a household member.
WHAT IS NOT COVERED – EXCLUSIONS – COVERAGE D

Under COVERAGE D, this policy does not apply to medical or funeral expenses because of bodily injury.

1. Sustained while occupying, or when struck by, any auto or trailer, other than your insured auto, owned by, or furnished or available for regular use by, you.

2. Sustained while occupying, or when struck by, any auto or trailer, other than your insured auto, owned by, or furnished or available for regular use by, a household member. This exclusion does not apply to you.

3. Sustained while occupying any auto or trailer, other than your insured auto, while used by a household member who owns an auto that is not covered as your insured auto. This exclusion does not apply to you.

4. Sustained while occupying any motorized vehicle with less than 4 wheels.

5. Sustained while occupying any auto or trailer while carrying or delivering persons, property or food for a fee or compensation (including wages, salary, tip or separate payment). This exclusion does not apply to:
   a. shared expense car pools or charitable delivery; or
   b. you or a household member while a passenger in any auto or trailer, other than your insured auto.

6. Sustained while occupying any auto or trailer, other than your insured auto, while used in the auto business. This exclusion does not apply to you or a household member.
7. Sustained while occupying any auto or trailer, other than your insured auto, while used in any other business. This exclusion does not apply to:
   a. you;
   b. any household member, or
   c. any other person while occupying a private passenger auto being used by you.

8. If workers' compensation benefits are paid, payable, or required to be provided for all or part of the bodily injury.

9. Sustained while occupying any auto:
   a. being prepared for, used in practice for, or operated in any racing contest, speed contest, hill-climbing contest, jumping contest or other similar contest; or
   b. on a track primarily designed for racing or high-speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving.

10. For any damages for which any government entity might be liable for that person's use of the auto.

11. Due to war, civil war, insurrection, rebellion, revolution, nuclear reaction, radioactive contamination or any consequence of any of these.

12. Sustained by the owner of any auto not owned by:
   a. you; or
   b. a household member.

13. Sustained while occupying:
   a. any auto used as a residence or premises; or
   b. any trailer while used for business purposes.
14. Sustained while *occupying* any *auto* without the permission of the owner.

15. Sustained by any *person* while not in lawful possession of, or voluntarily *occupying*, an *auto* knowing it is stolen.

16. Caused by that *person* driving your insured *auto* who intentionally causes a *collision*, causes *property damage*, or intentionally attempts to cause injury to himself, herself or others; which is either expected or intended by an *insured* or which is the result of an insured's intentional or criminal acts. *You* are deemed to intend the natural and probable consequences of your actions.

17. While committing a felony or while seeking to elude lawful apprehension or arrest for a felony by a law enforcement official.

**LIMITS OF LIABILITY – COVERAGE D**

1. The limit shown in the declarations page is the most we will pay for *bodily injury* to each *person* injured in any one *auto accident*.

2. The limits of liability for two or more *autos* on this policy shall not be added together, combined, or stacked to determine the limit of coverage available to injured *persons*, regardless of the number of:
   a. *autos* involved in the occurrence, whether insured or not;
   b. *insureds*;
   c. claims made;
   d. premiums paid;
   e. policies issued to *you* or household *members* by *us*; or
   f. *autos* or premiums shown in the declarations page.

If the amount shown in the declarations page for this coverage is $5,000 or more, the most we will pay for funeral services is $5,000 per *person*. 
No **person** shall collect twice for the same medical or funeral service.

**OTHER INSURANCE – COVERAGE D**

1. **We** will not be liable under this policy for any medical expense paid or payable, other than Medicare, under the provision of any:
   a. Health Maintenance Organization or Preferred Provider Organization;
   b. individual, blanket or group accident, disability or hospitalization plans;
   c. medical, surgical, hospital or funeral services, benefit or reimbursement plans;
   d. workers’ compensation or disability benefits law or any similar laws;
   e. homeowners or premises insurance providing coverage for medical expenses; or
   f. any health insurance policy.

2. If there is any other applicable **auto** medical payments insurance (except excess medical payments insurance or Medicare), **we** will pay only that which is in excess of the amount eligible for payment by any other insurance. If there is other applicable excess 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 an **auto you** do not own shall be excess over any other **auto** insurance providing payments for medical or funeral expenses.

**PAYMENT OF CLAIMS – COVERAGE D**

**We** may pay:

1. **you**;
2. any other **person** making claim; or
3. any provider of services to whom benefits have been assigned.
Payment by *us* shall reduce the amount *we* owe. Payment by *us* is not an admission that the medical expenses were reasonable, necessary, or otherwise covered under COVERAGE D.

**INSURING AGREEMENT – COVERAGE P**

Subject to the Exclusions, *we* will pay the amount shown in the Schedule of Benefits that applies for death or *loss* caused by an *auto accident* to an *insured*. The death or *loss* must be the direct result of the *auto accident* and not due to any other cause. The death or *loss* must occur within 90 days of the *auto accident*. The *insured* has to be *occupying your insured auto* or be struck by a land motor vehicle or *trailer*.

**PERSONS INSURED – COVERAGE P**

Under COVERAGE P, *insured* means *you* or a *household member*.

**ADDITIONAL DEFINITION – COVERAGE P**

*Loss* – Under this coverage, means the *loss* of:

1. the foot or hand;
2. the whole thumb or finger; or
3. all sight.

**WHAT IS NOT COVERED – EXCLUSIONS – COVERAGE P**

COVERAGE P does not apply to:

1. An *insured* while on the job or operating, *occupying*, loading or unloading:
   a. an emergency vehicle; or
   b. an *auto used* in the *insured’s business* or job.

   But, 1.b. does not apply if the *auto* is a *private passenger auto* while not *used* in *business*. 
2. An insured while occupying any auto:
   a. being prepared for, used in practice for, or operated in any racing contest, speed contest, hill-climbing contest, jumping contest or other similar contest; or
   b. on a track primarily designed for racing or high-speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving.

3. The death of or loss to an insured due to:
   a. disease, except pus-forming infection due to bodily injury received in the auto accident;
   b. suicide or to any attempt thereof, or any intentionally inflicted injury; or
   c. war of any kind, be it declared or undeclared, or insurrection or rebellion.

LIMITS OF LIABILITY – COVERAGE P

The most we will pay because of the death of, or loss to, the insured is shown in the declarations page. If the insured dies as a result of the auto accident, any amount we pay for dismemberment or loss of sight shall apply to reduce any amount which is payable as a Death Benefit. Payment of the Death Benefit shall end all our obligation under this coverage. The application of this policy to more than one auto shall not increase our liability as described in this coverage.
Schedule of Benefits

The amount shown in declarations page is:

<table>
<thead>
<tr>
<th></th>
<th>$5,000</th>
<th>$10,000</th>
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</thead>
<tbody>
<tr>
<td>Death (You)</td>
<td>$5,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Death (Household Member)</td>
<td>$5,000</td>
<td>$5,000</td>
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</tbody>
</table>

Loss of:
hands; feet; sight of eyes; one hand and one foot; or one hand or one foot and sight of one eye $5,000 $10,000
one hand or one foot; or sight of one eye $2,500 $5,000
thumb and finger on one hand; or three fingers $1,500 $3,000
any two fingers $1,000 $2,000

PAYMENT OF BENEFITS – COVERAGE P

We will pay any amount due:

1. to the insured;
2. to a parent or guardian, if the insured is a minor or an incompetent person;
3. to the surviving spouse; or
4. at our option, to any person or organization authorized by law to receive such payment.

We are not responsible for the way the money is used.

We have the right to have an autopsy made where it is not forbidden by law.
PART III – UNINSURED MOTORISTS COVERAGE

COVERAGE E – UNINSURED MOTORISTS COVERAGE – BODILY INJURY

INSURING AGREEMENT – PART III

Subject to the Exclusions, we will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle to the extent that the owner or operator is liable because of bodily injury:

1. sustained by an insured; and
2. caused by an auto accident.

The owner’s or operator’s liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.

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

PERSONS INSURED – PART III

Under PART III, insured means:

1. You or any household member.
2. Any other person occupying your insured auto.
3. Any person for damages that person is entitled to recover, because of bodily injury to which this coverage applies, sustained by a person described in 1. or 2. above.

ADDITIONAL DEFINITIONS – PART III

Uninsured motor vehicle means a land motor vehicle or trailer of any type:
1. to which no **bodily injury** liability bond or policy applies at the time of the **auto accident**;

2. which is a hit and run vehicle whose operator or owner cannot be identified and which hits or which causes an **auto accident** resulting in **bodily injury** without hitting:
   a. **you** or any **household member**;
   b. a vehicle which **you** or any **household member** are **occupying**; or
   c. **your insured auto**.

If there is no physical contact with the responsible vehicle, the facts of the **auto accident** must be proved. **We** may request supporting evidence other than the testimony of a **person** making a claim under this or any similar coverage to support the validity of such claim; or

3. to which a **bodily injury** liability bond or policy applies at the time of the **auto accident** but the bonding or insuring company is or becomes insolvent within 2 years of the date of accident.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

1. To which a **bodily injury** liability bond or policy applies at the time of the **auto accident** but its limit for **bodily injury** liability is less than the minimum limit for **bodily injury** liability specified by the financial responsibility law of the state in which **your insured auto** is principally garaged.

2. Owned by or furnished or available for the regular **use** of **you** or any **household member**. However, **you** or any **household member** are entitled to coverage in an amount up to the amount required under the minimum limits of liability of The Motor Vehicle Financial Responsibility Law.

3. Owned or operated by a self-insurer under any applicable motor vehicle law.
4. Operated on rails or crawler treads.

5. Designed mainly for use off public roads while not on public roads.

6. While located for use as a residence or premises.

7. Which is a farm tractor or farm equipment while not on public roads.

8. That is an all terrain vehicle or golf cart.

WHAT IS NOT COVERED – EXCLUSIONS – PART III

1. We do not provide Uninsured Motorists Coverage for bodily injury sustained by any person:
   a. If that person or the legal representative accepts a settlement or secures a judgment for a bodily injury claim against any uninsured motorist, without our written permission.
   b. While occupying your insured auto when it is being used to carry or deliver persons, property or food for a fee or compensation (including wages, salary, tip or separate payment). This exclusion does not apply to a share-the-expense car pool or charitable delivery.
   c. Using a vehicle without the permission of the owner.

2. This coverage does not apply to damages sustained by any person if benefits are:
   a. payable to, or on behalf of, such person under any compensation law, as a result of the auto accident, or
   b. required by any compensation law to be provided to, or on behalf of, such person as a result of the auto accident.

This exclusion does not apply to the amounts of coverage mandated by any uninsured motorists insurance law or financial
responsibility law applicable to the auto accident, but does apply to coverages which are not mandated by such laws.

3. **Punitive damages** are not covered.

4. *We* do not cover the United States of America or any of its agencies as an insured, a third party beneficiary or otherwise.

If an applicable uninsured motorists insurance law or financial responsibility law renders any exclusion provision of this policy unenforceable, *we* will provide only the minimum limits required by such law. However, if other insurance covers our insured's claim and provides those required minimum limits, the exclusion provision of this policy are fully enforceable.

**LIMITS OF LIABILITY – PART III**

The limit of liability shown in the declarations page for each person for Uninsured Motorists Coverage is *our* maximum limit of liability for all damages for bodily injury sustained by any one person in any one auto accident. The limit of liability shown for each person for bodily injury also includes all claims which are derivative of the bodily injury to that person, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention. This is the most *we* will pay regardless of the number of:

1. *insureds*;  
2. claims made; or  
3. *autos* involved in the auto accident.

The limit of liability shown in the declarations page for each auto accident for Uninsured Motorists Coverage is *our* maximum limit of liability for all...
damages arising out of and due to bodily injury to any number of persons, resulting from any one auto accident. The limit of liability shown for each auto accident for bodily injury also includes all claims which are derivative of the bodily injury to any person, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention. This is the most we will pay regardless of the number of:

1. **insureds**;

2. claims made; or

3. **autos** involved in the auto accident.

**OTHER INSURANCE – PART III**

If there is other applicable similar 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 collectable insurance. Except as otherwise required by Missouri law, this Uninsured Motorists Coverage shall not be stacked on top of any other Uninsured Motorists Coverage you have with the Automobile Club Inter-Insurance Exchange and/or with the Auto Club Family Insurance Company, regardless of the number of vehicles you have covered under your policies with the Automobile Club Inter-Insurance Exchange and/or the Auto Club Family Insurance Company.
COVERAGE F – UNDERINSURED MOTORISTS COVERAGE – BODILY INJURY

INSURING AGREEMENT – PART IV

Subject to the Exclusions, we will pay damages which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle to the extent that the owner or operator is liable because of bodily injury:

1. sustained by an insured; and

2. caused by an auto accident.

The owner’s or operator’s liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle. This coverage shall be considered as coverage in excess of that of the underinsured motor vehicle causing the bodily injury.

However, 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.

For the purposes of this coverage, in determining the total amount of damages to which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle, any amount paid for the insured’s damages by or on behalf of the persons or organizations who may be legally responsible shall be deducted. The amount to be deducted includes all sums paid under Part I and Part II of this policy.

PERSONS INSURED – PART IV

Under PART IV, insured means you and any household member.
ADDITIONAL DEFINITIONS – PART IV

Underinsured motor vehicle means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the auto accident but its limit for bodily injury is less than the amount needed to compensate a covered person for actual damages for bodily injury.

However, underinsured motor vehicle does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any household member.
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not upon public roads.
5. While located for use as a residence or premises.
6. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
7. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company is or becomes insolvent.
8. That is an all terrain vehicle or golf cart.

WHAT IS NOT COVERED – EXCLUSIONS – PART IV

We do not provide Underinsured Motorists Coverage for bodily injury sustained by any person:

1. While occupying, or when struck by, any motor vehicle owned by, or leased to, you or any household member which is not insured
for this coverage under this policy. This includes a trailer of any type used with that vehicle.

2. While occupying your insured auto when it is being used to carry or deliver persons, property or food for a fee or compensation (including wages, salary, tip or separate payment). This exclusion does not apply to a share-the-expense car pool or charitable delivery.

3. Using a vehicle without the permission of the owner.

4. For punitive damages.

5. If benefits are:
   a. payable to, or on behalf of, such person under any compensation law, as a result of the auto accident, or
   b. required by any compensation law to be provided to, or on behalf of, such person as a result of the auto accident.

This exclusion does not apply to the amounts of coverage mandated by any underinsured motorists insurance law or financial responsibility law applicable to the auto accident, but does apply to coverages which are not mandated by such laws.

This coverage shall not apply to vehicles owned by you and not insured under this policy.

If an applicable underinsured motorists insurance law or financial responsibility law renders any exclusion provision of this policy unenforceable, we will provide only the minimum limits required by such law. However, if other insurance covers our insured’s claim and provides those required minimum limits, the exclusion provision of this policy are fully enforceable.
LIMITS OF LIABILITY – PART IV

1. Subject to the provisions set forth in paragraphs (2) and (3) below, the limit of liability shown in the declarations page for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages arising out of and due to bodily injury to any one person, in any one auto accident. The limit of liability shown for each person for bodily injury also includes all claims which are derivative of the bodily injury to that person, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention. This is the most we will pay regardless of the number of:
   
   a. insureds;
   b. persons injured;
   c. claims made or suits brought;
   d. autos shown or premiums charged in the declarations page;
   e. autos involved in the occurrence; or
   f. autos insured by an insured under any Automobile Club Inter-Insurance Exchange policies and/or Auto Club Family Insurance Company policies.

Subject to the provisions set forth in paragraphs (2) and (3) below and subject to this limit for each person, the limit of liability shown in the declarations page for each auto accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages arising out of and due to bodily injury to any number of persons, resulting from any one auto accident. The limit of liability shown for each auto accident for bodily injury also includes all claims which are derivative of the bodily injury to any person, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and
including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention. This is the most we will pay regardless of the number of:

a. **insureds**;
b. **persons** injured;
c. claims made or suits brought;
d. **autos** shown or premiums charged in the declarations page;
e. **autos** involved in the occurrence; or
f. **autos** insured by an **insured** under any Automobile Club Inter-Insurance Exchange policies and/or Auto Club Family Insurance Company policies.

**Your** Underinsured Motorists Coverage shall not be stacked on top of any other Underinsured Motorists Coverage **you** have with the Automobile Club Inter-Insurance Exchange and/or with the Auto Club Family Insurance Company, regardless of the number of vehicles **you** have covered under **your** policies with the Automobile Club Inter-Insurance Exchange and/or the Auto Club Family Insurance Company.

2. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid or payable because of the **bodily injury** under any **compensation law**.

3. Any payment under Part II, to anyone other than **you** or a **household member**, will reduce the amount that **person** is entitled to recover under this Part.

**OTHER INSURANCE – PART IV**

If any other insurers provide Underinsured Motorists Coverage which applies to an **insured, we** will only pay **our** share of the loss, meaning the pro-rata proportion that **our** limit of liability bears to the total of all applicable limits.
PART V – PHYSICAL DAMAGE

COVERAGE G – COMPREHENSIVE
COVERAGE H – COLLISION
COVERAGE J – RENTAL REIMBURSEMENT

INSURING AGREEMENT – COVERAGES G AND H

We will pay for direct and accidental physical loss to your insured auto and any non-owned auto. Payment will be reduced by the applicable deductible shown in the declarations page. If the loss is caused by collision with another auto insured by us or any company within the Auto Club Enterprises Group, your deductible will be reduced by $500. If your deductible is less than $500, it will be reduced by your actual deductible amount.

ADDITIONAL PAYMENTS – COVERAGES G AND H

1. Total Theft Transportation Expenses - We will reimburse you up to $30 per day, to a maximum of $750, for transportation expenses incurred by you when you rent an auto of equivalent type as your insured auto from a car rental agency or garage or use public transportation.

   We will pay only transportation expenses incurred during the period:
   a. beginning immediately after the theft has been reported to us and to the police; and
   b. ending when your insured auto is returned to use, replaced, or five days after our offer to pay for its loss, whichever comes first.

2. If a covered loss to your insured auto exceeds the applicable deductible shown in the declarations page, we will pay up to $250 for direct and accidental damage to personal property:
   a. owned by you or a household member; or
b. for which you are legally liable and which is contained in your insured auto.

However, this coverage applies only if the damage to the personal property results:
a. from the same auto accident and the same cause of loss as the damage to the auto; and
b. not from theft.

3. Limited Insurance for Loss to Customized Equipment - We agree to pay for the direct and accidental loss to customized equipment, including camper shells, to a maximum of $1,000. This limitation does not apply if the customized equipment has been disclosed and any necessary premium has been paid. The customized equipment should be permanently installed in the auto. Any camper shell must be on your insured auto at the time of loss.

INSURING AGREEMENT – COVERAGE J

We will pay reasonable expenses you actually and necessarily incur for:

1. renting an auto of equivalent type as your insured auto from a car rental agency or garage; or

2. using public transport;

because of a loss to your insured auto, if your insured auto is other than a trailer, and the loss:

1. is other than the total theft of the auto; and

2. is covered under COVERAGES G or H; and

3. exceeds the applicable deductible shown in the declarations page.

WHAT IS NOT COVERED – EXCLUSIONS – PART V

Under PART V, this policy does not apply to:
1. Any auto or trailer while used to carry or deliver persons, property or food for a fee or compensation (including wages, salary, tip or separate payment). This exclusion does not apply to any shared expense car pools or charitable delivery.

2. Any auto while rented or leased to others.

3. Any non-owned auto or trailer while used in the auto business.

4. Loss due and confined to:
   a. wear and tear;
   b. deterioration or depreciation;
   c. freezing; or
   d. mechanical or electrical breakdown or failure.

5. Loss resulting from the lack of lubricant or coolant.

6. Loss to motor homes, trailers or campers if the loss results from seepage of water.

7. Tires unless the loss:
   a. is caused by fire, malicious mischief, vandalism, or theft; or
   b. occurs at the same time and from the same cause as other loss covered under PART V.

8. Any covered auto while it is:
   a. being prepared for, used in practice for, or operated in any racing contest, speed contest, hill-climbing contest, jumping contest or other similar contest; or
   b. on a track primarily designed for racing or high-speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving.

9. Loss due to confiscation by governmental or civil authority.
10. Loss due to war, civil war, insurrection, rebellion, revolution, nuclear reaction, radioactive contamination or any consequence of any of these.

11. Loss to electronic equipment. This exclusion does not apply if the equipment is permanently installed in your insured auto in the opening or console designed for the installation of such equipment and was offered as original manufacturers equipment. This exclusion does not apply if the equipment has been declared and any necessary premium has been paid.

12. Any non-owned auto when used without the permission of the owner.

13. Loss by or at the direction of any insured which is either expected or intended by an insured or which is the result of an insured’s intentional or criminal acts. You are deemed to intend the natural and probable consequences of your actions.

14. Any diminution in the value of your insured auto or a non-owned auto after any damage covered under this part has been repaired.

15. Loss to a trailer not shown in the declarations page. This exclusion does not apply to a trailer you:
   a. acquire during the policy period; and
   b. ask us to insure within 30 days after you become the owner.

16. Theft by a household member or any designated person named in any Named Driver Exclusion Endorsement that is part of this policy.

17. Theft, embezzlement or other unlawful conversion by any person having custody of your insured auto after the auto has been turned over to another party for the purpose of selling, leasing, or subleasing it.
18. Loss while committing a felony or while seeking to elude lawful apprehension or arrest for a felony by a law enforcement official.

19. Loss while the auto is used in any illegal activity or illegal transportation by you or any household member.

20. Loss to any of the following or their accessories;
   a. citizens band radio;
   b. two-way mobile radio;
   c. telephone;
   d. scanning monitor receiver; or
   e. radar detector.
   This exclusion does not apply if the equipment is permanently installed in the opening or console designed for the installation of such equipment.

21. Loss to any custom furnishings in or upon your insured auto. Custom furnishings include but are not limited to:
   a. special carpeting and insulation, furniture, bars or television receivers;
   b. facilities for cooking and sleeping;
   c. height-extending roofs;
   d. custom paint jobs, custom murals, paintings, decals, wheels, tires or graphics; or
   e. camper bodies, deck spoilers or other body modifications.
   This exclusion does not apply if the furnishings have been declared and any necessary premium has been paid.

22. Any loss to your insured auto or non-owned auto arising out of or during its use for the transportation of any:
   a. explosive substance;
   b. flammable liquid; or
   c. similar hazardous materials; except transportation incidental to your ordinary household or farm activities.
23. Loss to your insured auto or a newly acquired car if an insured voluntarily relinquishes possession of that auto to a person or organization under an actual or presumed sales agreement regardless of if the title has been signed or passed.

24. Punitive damages.

LIMITS OF LIABILITY – COVERAGES G AND H

1. In case of loss, we will pay the lesser of:
   a. the actual cash value of the damaged, destroyed, or stolen property, meaning the market value just prior to the loss, taking age and condition of the damaged, destroyed, or stolen property into account;
   b. the cost to repair or replace with like kind and quality. We may require or specify the use of motor vehicle parts not made by the original manufacturer; or
   c. the limit of liability stated in the declarations page.

   The applicable deductible shown in the declarations page will be subtracted from our payment.

2. Our liability will not include diminution of value.

3. Our liability for the cost of parts that are not obtainable in the U.S.A. shall not exceed their list price in the U.S.A.

4. The inability to obtain parts shall not be the reason for a total loss.

5. Our liability for refinishing all or part of the finished surface of an auto shall not exceed the cost of the standard surface finish applied by the auto manufacturer before customization or modification.
In addition, with respect to a *non-owned auto*:

1. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of the damages to the *non-owned auto* by or on behalf of the **persons** or organizations who may be legally responsible. This includes all sums paid under Part I.

2. Any payment under this coverage will reduce any amount that **person** is entitled to recover for the same damages under Part I.

**LIMITS OF LIABILITY – COVERAGE J**

*We* will pay up to the amount of rental reimbursement per day shown in the declarations page for *your insured auto*.

If *your insured auto* is:

1. Not drivable, this coverage starts after the loss has been reported to *us*.

2. Drivable, this coverage starts after:
   a. the loss has been reported to *us*;
   b. *your insured auto* has been left at a garage for repairs; and
   c. **you**, or anyone on *your* behalf, have signed the repair order.

This coverage ends:

1. when policy limit shown in the declarations page is exceeded;

2. after the shortest time required to complete repairs; or

3. 5 days after *we* offer to pay for a total loss;

whichever comes first.
NO BENEFIT TO BAILEE – PART V

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

OTHER INSURANCE – PART V

If there are other physical damage insurance policies that apply, we will pay no more than our share of the loss. Our share is the proportion that the limits under PART V bear to the total of all applicable physical damage limits. However, if other physical damage coverage is available for:

1. Any auto you or a household member do not own, this policy shall be excess.

2. A newly acquired auto that is in addition to any shown in the declarations page, this policy does not apply.

APPRAISAL – COVERAGES G AND H

If we and an insured do not agree on the amount of loss, either party may make written request for appraisal. Within 20 days after receiving a written request, each party shall:

1. choose an appraiser; and

2. tell the other who that appraiser is.

The two appraisers shall then choose an umpire. If they cannot agree on an umpire within 30 days, either may request a judge of the court of record in the county in which the appraisal is pending to choose an umpire.

The appraisers shall then establish the amount of loss subject to the applicable limit of liability. If the appraisers do not agree within a reasonable time, they shall submit their differences to the umpire. Written award by any two of the three shall be binding.
Each party shall pay:

1. the appraiser it chose; and
2. their equal share of the appraisal expenses and the umpire’s fee.

**PAYMENT OF LOSS – COVERAGES G AND H**

Following any loss, *we* have the option to:

1. Pay for the loss less any depreciation.
2. Repair or replace damaged, destroyed or stolen property with like kind and quality.
3. Return stolen property to *you* after covered damage has been repaired.
4. Take title of and keep all or part of the property at the agreed value. However, there shall be no abandonment to *us*.
5. Settle a claim either with *you* or the owner of the property.

If *your insured auto* has a loan or a lease, any loss under Part V – Physical Damage is payable as interests may appear in the declarations page to *you* and the lienholder/leaseholder named therein. This is in accordance with the terms of the Loss Payable Agreement which appears in the declarations page.

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**PART VI – YOUR DUTIES AFTER AN ACCIDENT OR LOSS**

**GENERAL DUTIES**

1. After an *auto accident* or loss:
   a. *we* must be notified promptly; and
   b. *we* must be informed of the date, time, place and circumstances including, but not limited to, the names and addresses of *persons* involved, injured *persons*, and witnesses.
2. In case of claim or suit against any insured, any legal papers received by an insured must be sent to us immediately.

3. Any insured shall cooperate with us in investigating any claim and, at our request:
   a. attend depositions, hearings and trials;
   b. assist in:
      (1) making settlements;
      (2) securing and giving evidence;
      (3) obtaining the attendance of witnesses; and
      (4) the conduct of suits;
   c. submit, as often as we reasonably require, to examination(s) under oath while not in the presence of:
      (1) any other insured person; or
      (2) anyone whose presence is not reasonably required for accessibility or communication, except legal counsel; and sign the transcript of the examination(s);
   d. make available for inspection any auto, object or premises involved;
   e. authorize us to obtain any documentation we reasonably require in investigating any claim, including, but not limited to, medical, employment and tax records;
   f. submit to medical exams by doctors we choose; and
   g. allow us access to the black box.

4. Insureds shall not voluntarily:
   a. make any payment;
   b. assume any obligation; or
   c. incur any expense, except for first aid to others at the time of an auto accident involving an auto or trailer insured under PART I; except at their own cost.

ADDITIONAL DUTIES

1. Under PART III – COVERAGE E, any person seeking Uninsured Motorists Coverage must also:
a. Promptly notify the police if a hit and run driver is involved.
b. Immediately send us copies of the legal papers if a suit is brought.
c. Take such action as may be necessary or appropriate to preserve the right to recover damages from any person or organization alleged to be legally responsible for the bodily injury.
d. Join the person or organization alleged to be legally responsible for the bodily injury as a party defendant in any legal action against us, when requested by us.

2. Under PART IV – COVERAGE F, a person seeking Underinsured Motorists Coverage must also submit written notice to us by certified mail, return receipt requested, if a tentative agreement to settle for the liability limits of the owner or operator of the other vehicle has been reached. Such written notice shall include:
   a. written documentation of pecuniary loss, including copies of all medical bills;
   b. written authorization for us to obtain medical and employment records from all medical providers and employers; and
   c. written confirmation from the other driver’s liability insurer as to the amount of the other driver’s liability limits and the terms of the tentative agreement, which shall not include any component sum representing punitive damages.

3. Under PART V, any insured shall:
   a. Take reasonable steps to protect a damaged auto from further loss. We will pay reasonable expenses actually incurred for this protection.
   b. Promptly report to the police:
      (1) the total theft of an auto; or
      (2) the vandalism of an auto.
   c. Allow us to:
      (1) inspect and appraise any auto insured under PART V; and
(2) get any estimates we need; before the auto can be repaired or disposed of.

PART VII – GENERAL PROVISIONS

AAA MEMBERSHIP REQUIREMENT

A valid membership in the American Automobile Association (AAA) or its divisions or affiliates is required as a prerequisite to obtaining and renewing this policy.

AUTHORIZATION TO EXAMINE DRIVING RECORD

By accepting this policy or any renewal of it, you authorize us or the Attorney–in–Fact, as your agent, to obtain the driving records of you or any operator.

BANKRUPTCY

The bankruptcy or insolvency of an insured does not relieve us of any obligations we have under this policy.

CHANGES AND LIBERALIZATION

This policy may not be changed unless we authorize and agree upon the change. We will mail or deliver a written endorsement reflecting the change. Mailing or delivery by us to the named insured in the declarations page at the last address on record shall be proof of endorsement or notice.

If we broaden coverages during the policy period without charge, this policy will automatically provide those coverages as of the date we implement them.

MISREPRESENTATION OR FRAUD

This policy shall be void if you or any insured person or anyone acting on your behalf has concealed or misrepresented any material fact, or in any case of any fraud or attempted fraud touching any matter
regarding this policy, whether before or after a loss, or at the time of the application for the policy.

**NO DOUBLE RECOVERY**

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.

**OUR RIGHT TO RECOVER PAYMENT**

1. 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:
   a. whatever is necessary to enable *us* to exercise *our* rights; and
   b. nothing after loss to prejudice *our* rights.

2. 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:
   a. hold in trust for *us* the proceeds of the recovery; and
   b. reimburse *us* to the extent of *our* payment.

**POLICY PERIOD AND TERRITORY**

This policy applies to accidents and losses that occur during the policy period shown in the declarations page, and within:

1. the United States of America, its territories and possessions; and

2. Canada;

or between ports thereof.
STATEMENTS IN THE APPLICATION FOR INSURANCE

By accepting this policy, you agree:

1. The facts stated in the application for insurance and in the declarations page are correct and accurate. We have issued the policy in reliance upon the truth of your statements.

2. This policy contains all the agreements between you and us.

3. To notify us promptly of any change to the facts affecting this insurance, including but not limited to:
   a. any change in autos, auto use, regular auto operators, principal garaging location or the marital status of any regular operator; and
   b. the suspension or revocation of the driver's license of you or any other operator who either resides in your household or customarily operates any auto insured under this policy.

SUBROGATION

When we pay for a loss, any rights of recovery any insured has against a person or organization legally liable for the loss become ours up to the amount we have paid. Any insured must protect these rights and help us enforce them.

SUIT AGAINST US

We may not be sued unless all terms of this policy have been fully complied with. In addition, legal action may not be brought against us:

1. Under PART I, until an insured's obligation to pay is finally determined by:
   a. judgment against the insured after actual trial; or
   b. written agreement of the insured, the claimant and us.
2. Under PARTS II, III, IV and V, until 30 days after written proof of loss is filed and the amount of loss is determined.

No one has the right to bring us into a suit to determine the liability of an insured.

TERMINATION

1. Cancellation by You

   You may cancel by:
   a. returning this policy to us; or
   b. giving us advance notice of the date cancellation is to take effect.

2. Cancellation by Us

   We may cancel by mailing to you at the last address 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;
   b. at least 30 days notice in all other cases.

   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 page and only one named person’s driver’s license has been suspended or revoked we:
   (1) may not cancel this policy; but
(2) 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 insured auto during any period of suspension or revocation. You or any person domiciled in your household are still entitled to liability coverage in an amount up to the amount required as minimum liability coverage under The Motor Vehicle Financial Responsibility Law.

3. Nonrenewal by You

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 insured auto, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

4. Nonrenewal by Us

If we decide not to renew or continue this policy, we will mail notice to you at the last address known by us. Notice will be mailed at least 30 days before the end of the policy period.

5. Method of Mailing Notice

Proof of mailing of any notice shall be sufficient proof of notice.

6. Premium Refund
   a. If this policy is cancelled, you may either be entitled to a refund, or you may owe additional premium. If you are entitled to a refund, we will send it to you. However,
making or offering to make a refund is not a condition of cancellation.

b. If you cancel during the first policy period (first six months), the earned premium will be computed on a pro rata basis plus a 10% cancellation penalty. The 10% cancellation penalty will be computed on the unearned premium. If cancellation is for non-payment of premium, you have cancelled the Policy. If you cancel at any other time, the premium for the period from the date of cancellation to the expiration date will be refunded on a pro rata basis.

c. If we cancel, the refund will be calculated on a pro rata basis.

d. The effective date of cancellation stated in the notice shall become the end of the policy period.

TERMS OF POLICY CONFORMED TO STATUTE

Terms of this policy which are in conflict with the statutes of the State of Missouri are hereby amended to conform to such statutes.

TRANSFER OR ASSIGNMENT

1. This policy or any interests in it may not be assigned without our written permission.

2. If you should die, your interests in this policy will transfer to your legal representative while acting within the scope of his or her duties. Until such appointment, any person having proper temporary custody of your insured auto will be covered as an insured under the policy, contingent upon payment of the premium.

Coverage under this provision will only be provided until the end of the policy period during which the death occurred. However, if the death occurred after we offered to renew this policy, we will continue coverage until the end of the policy period for which we offered
renewal, contingent upon payment of the premium.

3. This policy does not apply to any auto accident or loss after an insured has permanently relinquished possession of your insured auto. We will, however, pay damages for which you are legally liable under PART I.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you, or any person domiciled in your household, by the Automobile Club Inter-Insurance Exchange and/or Auto Club Family Insurance Company, apply to the same auto accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

YOUR PREMIUM

You agree to pay:

1. the premium stated in the declarations page for the policy period; and

2. any additional premium resulting during the policy period from:
   a. the correction or completion of;
   b. any changes to;
      any information on file that affects the premium for this insurance.

If any transaction described in 2. above results in a premium decrease, a refund will:

1. be mailed to you if your premium is paid in full;
   or

2. applied to your outstanding balance.

The premium for this policy is based upon information we have received from you or other sources. You must inform us if any information regarding the following is incorrect or incomplete, or changes
during the policy period, and you must answer questions we ask regarding the following:

1. your insured auto, or its use, including annual mileage;

2. the persons who regularly drive your insured auto, including any newly licensed household members;

3. your marital status; or

4. the location where your insured auto is primarily garaged.

If the above information or any other information used to determine the premium is incorrect, incomplete, changes during the policy period, or is not provided to us when we ask, then we may decrease or increase the premium during the policy period.

If any transaction results in a premium decrease, a refund will:

1. be mailed to you if your premium is paid in full; or

2. applied to your outstanding balance.

If we increase the premium during the policy period, then you must pay the amount of the increase.

Secretary

President
Please keep your Declarations Certificates and Endorsements with your policy.