A Service of
MISSOURI FARM BUREAU

AUTOMOBILE INSURANCE POLICY

Farm Bureau Town & Country Insurance Company of Missouri

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FARM BUREAU TOWN & COUNTRY INSURANCE COMPANY OF MISSOURI
AUTOMOBILE INSURANCE POLICY

DEFINED WORDS
WHICH ARE USED IN SEVERAL PARTS OF THE POLICY

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

**Actual Cash Value (ACV)** – defined in Part D – Coverage for Damage to Your Auto.

**Auto** – means a land motor vehicle with four or more wheels, which is designed for use mainly on public roads. It does not include:
1. any vehicle while located for use as a dwelling or other premises; or
2. a truck-tractor designed to pull a trailer or semi-trailer.

**Auto Business** – means a business, job or occupation where the purpose is to sell, lease, rent, repair, service, transport, store or park land motor vehicles or trailers.

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

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

**Collision** – defined in Part D – Coverage for Damage to Your Auto.

**Compensation Law** – defined in Part C – Uninsured Motor Vehicle Coverage.

**Cost to Repair or Replace** – defined in Part D – Coverage for Damage to Your Auto.

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

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

**Loss** – defined in Part D – Coverage for Damage to Your Auto.

**Newly Acquired Auto** – means an auto to which you, your spouse, and if you are not a person the first person listed as Designated Representative on the Automobile Declaration Page(s), have taken title to or are the leaseholder of, if it:
1. replaces your auto; or
2. is an added auto and;
   a. if it is a private passenger auto, we insure all other private passenger autos; or
   b. if it is other than a private passenger auto, we insure all autos;
   owned by you, or your spouse on the date of its delivery to you or your spouse;

but only if you, your spouse, or if you are not a person the first person listed as Designated Representative on the Automobile Declaration Page(s):
1. tell us about it within 30 days after its delivery; and
   a. if the auto acquired replaces one shown on the Automobile Declaration, it will have the same coverage as the auto it replaced; or
   b. if the auto acquired is an addition to any shown on the Automobile Declaration, it will have the broadest coverage we now provide for any auto shown on the Automobile Declaration.
2. pay us any additional amount due from the date of purchase.

**Non-owned Auto** – means a private passenger auto not owned by or registered or leased in the name of, or furnished or available for the regular use of:
1. you, your spouse, or the person(s) listed as Designated Representative on the Automobile Declaration Page(s);
2. any family member of any of the persons identified in 1. above, unless at the time of the accident or loss:
a. the auto is or has within the last 30 days been insured for liability coverage;
and
b. you, your spouse, your family member, the first person listed as
   Designated Representative on the Automobile Declaration Page(s), or their
   family member, all of whom does not own or lease such auto, is the driver.
3. any other person residing in your household, or in the same household of any
   person(s) listed as Designated Representative on the Automobile Declaration
   Page(s); or
4. an employer of you, your spouse, your family members, or the employer of any
   of the persons listed as Designated Representative on the Automobile Declaration
   Page(s) or any of their spouses or family members.
Non-owned Auto does not include an auto which is not in the lawful possession of the
person operating it.
Occupying – means in, on, entering or alighting from.
Other Than Collision – defined in Part D – Coverage for Damage to Your Auto.
Person – means a human being.
Private Passenger Auto – means an auto:
1. with four or six wheels;
2. designed solely to carry persons and their luggage;
3. with a car or station wagon body;
4. with a van body that has a Gross Vehicle Weight (GVW) or Gross Vehicle Weight
   Rating (GVWR) of 10,000 pounds or less;
5. with a pickup truck body and pickup style bed that has:
   a. a Gross Vehicle Weight (GVW) of 10,000 pounds or less, or
   b. a Gross Vehicle Weight Rating (GVWR) of 13,500 pounds or less, or
   c. a curb weight of 6,500 pounds or less if an OEM (Original Equipment
      Manufacturer) GVW or GVWR is not available.
Repair – defined in Part D – Coverage for Damage to Your Auto.
Replacement Parts – defined in Part D – Coverage for Damage to Your Auto.
Spouse – means husband or wife residing in the same household.
Temporary Substitute Auto – means a private passenger auto not owned or leased by
you, your spouse, and if you are not a person the person(s) listed as Designated
Representative on the Automobile Declaration Page(s), if it replaces your auto for a short
time. Its use has to be with the consent of the owner. Your auto has to be out of use due
to its breakdown, repair, servicing, damage or loss. A temporary substitute auto is not
considered a non-owned auto.
Trailer – means a vehicle designed to be pulled by a private passenger auto. It also
means a farm wagon or farm implement while towed by a private passenger auto.
Use – means the operation, maintenance, or occupancy of an auto.
We, us and our – refer to Farm Bureau Town & Country Insurance Company of Missouri.
You or Your – means the person(s) and entity(s) shown as Named Insured on the
Automobile Declaration Page(s).
Your Auto – means the auto or the vehicle described on the Automobile Declaration.

GENERAL AGREEMENTS

We, the Farm Bureau Town & Country Insurance Company of Missouri, agree to insure
you according to the terms of this policy based:
1. on your payment of premium for the coverages you chose; and
2. in reliance on your statements on any application for coverage.
If any of these statements are untrue or materially inaccurate, we will not provide
coverage under this policy.
You agree, by acceptance of this policy that:
1. the information on your application is true regardless of who provided or wrote the
   information on the forms;
2. we insure you on the basis that the information on your application is true;
3. this policy contains all of the agreements between you and us or any of our agents and can not be orally modified; and

4. you are the titled owner of your auto or have a leasehold interest in your auto.

You agree to review the Automobile Declaration Page(s) each time you receive one, in order to make sure that:

1. all the coverages you requested are included in this policy, and

2. the limit of our liability for each of those coverages is the amount you requested.

**POLICY PERIOD AND TERRITORY**

**When Coverage Applies**

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

The policy period is shown on the Automobile Declaration and is for successive periods for which you pay the renewal premium. Payments must be received on or before the end of the current policy period. The policy period begins at the time shown on the application (or reinstatement application if applicable) and ends at 12:01 A.M. Standard Time at the address shown on the Automobile Declaration.

**Where Coverage Applies**

The coverages you chose apply:

1. in the United States of America, its territories and possessions, Puerto Rico or Canada; or

2. while the insured vehicle is being shipped between their ports.

**LOSS PAYABLE CLAUSE**

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

1. you and, if unpaid, the repairer; or

2. you and such loss payee, as its interest may appear, when we find it is not practical to repair your auto; or

3. the loss payee, as to its interest, if your auto has been repossessed.

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

1. an act of negligence of the owner or borrower, except the failure to pay the premium when due; or

2. a change in the ownership or interest unknown to us, unless the loss payee knew of it and failed to tell us within 10 days; or

3. an error in the description of the vehicle; or

4. damage to the property caused by you.

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

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

**DUTIES AFTER AN ACCIDENT OR LOSS**

1. Notice to Us of an Accident or Loss

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

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

2. Notice to Us of Claim or Suit

If a claim or suit is made against any insured, an insured must at once send us every demand, notice or claim made and every summons or legal process received, including petitions filed in a court of law and amended petitions. Any and all insureds we select shall also answer questions under oath when asked by anyone we name, as often as we reasonably ask, and sign copies of the answers. Such examinations under oath may be conducted separately at our option.

3. Other Duties Under the Physical Damage Coverages

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

a. submit a proof of loss when required by us.

b. make a prompt report to the police when the loss is the result of theft, larceny or vandalism.

c. protect the damaged vehicle. We will pay any reasonable expense incurred to do it.

d. show us the damage when we ask.

e. provide all records, receipts and invoices, or certified copies of them. We may make copies and/or store or replicate these.

f. answer questions under oath when asked by anyone we name, as often as we reasonably ask, and sign copies of the answers. Such examinations under oath may be conducted separately at our option.

4. Other Duties Under Medical Payments, Uninsured Motor Vehicle Coverage, Underinsured Motor Vehicle and Uninsured Motorist Damage to Your Auto

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

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

a. give us all the details about the death, injury, treatment and other information, records and reports we need to determine the amount payable.

b. be examined by physicians chosen and paid by us as often as we reasonably may require. A copy of the report will be sent to the injured person upon written request. If the person is dead or unable to act, his or her legal representative shall authorize us to obtain all medical reports and records.

c. let us see the insured auto the person occupied in the accident.

d. send us at once a copy of all suit papers if the person sues the party liable for the accident for damages.

e. report a "phantom vehicle" accident to the police within 24 hours and to us within 30 days and provide us with:

   1) the name and address, if known, of the owner or operator of the "phantom vehicle"; or
   2) the registration number or description of such vehicle; or
   3) a description of the phantom vehicle and any witnesses to the accident; or
   4) any other available information to establish that there is no applicable motor vehicle liability insurance.

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

f. answer questions under oath when asked by anyone we name, as often as we reasonably ask, and sign copies of the answers. Such examinations under oath may be conducted separately at our option.

5. Insured's Duty to Cooperate With Us
The **insured** shall cooperate with us and assist us in any way we ask to include, but not limited to:

- making settlements;
- securing and giving evidence including providing a written or recorded statement;
- attending and getting witnesses to attend hearings and trials.

The **insured** shall not, except at his or her own cost, voluntarily:

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

**PART A - LIABILITY COVERAGE**

You have this coverage if it appears on the Automobile Declaration Page(s).

**We** will:

1. pay damages to which Part A – Liability Coverage of this policy applies and for which an **insured** becomes legally liable to pay because of:
   - bodily injury to others; or
   - physical injury or damage to, or destruction of, tangible property including loss of its use;
   - caused by accident and resulting from the use of an **auto** insured under this Part A – Liability coverage, and
2. defend any suit against an **insured** for such bodily injury or property damage with attorneys hired and paid by us. We will not defend any suit after we have paid the applicable limit of our liability for the accident which is the basis of the lawsuit. We have no obligation to defend any claim which is not covered under this policy.

In addition to the limits of liability, we will pay for an **insured** any costs listed below resulting from such accident.

1. All costs we incur in the defense of a covered claim.
2. Court costs of any suit for damages we defend.
3. Interest on damages owed by the **insured** due to a judgment and accruing:
   - after the judgment, and until we pay, offer, or deposit in court, the amount due under this coverage; or
   - before the judgment, where owed by law, and until we pay, offer, or deposit in court, the amount due under this coverage, but only on that part of the judgment we pay.
4. Premiums or costs of bonds:
   - to secure the release of an **insured's** property attached under a court order; and
   - required to appeal a decision in a suit for damages if we elect to appeal and have not paid our limit of liability that applies to the suit; and
   - up to $250 for each bail bond needed because of an accident or traffic violation.
   - We have no duty to furnish or apply for any bonds. The amount of any bond we pay for shall not be more than our limit of liability.
5. Expense incurred by an **insured**:
   - for loss of wages or salary up to $100.00 per day if we ask the **insured** to attend the trial of a civil suit;
   - at our request.
   - We may investigate, negotiate and settle any claim or suit without the authorization of any **insured**.

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

Subject to who is shown as an **insured** below and subject to all other applicable provisions within the policy, the liability coverage extends to the use, by an **insured**, of your **auto**, a newly acquired **auto**, a temporary substitute **auto** or a non-owned **auto**.

Who is an **Insured**
When we refer to your auto, a newly acquired auto, temporary substitute auto or a trailer to which Part A – Liability Coverage of this policy applies, insured means you, and if you are:

1. A person, insured also means:
   A. your spouse;
   B. the family members of the first person listed as the Named Insured on the Automobile Declaration Page(s);
   C. any other person while using such an auto or trailer if its use is within the scope of consent of you or your spouse; and
   D. any other person or organization liable for the use of such an auto or trailer by one of the above insureds.

2. A partnership or joint venture, insured also means:
   A. your members or partners;
   B. the person(s) listed as Designated Representatives on the Automobile Declaration Page(s);
   C. the spouse of the first person listed as Designated Representative on the Automobile Declaration Page(s);
   D. any other person while using such auto or trailer if its use is within the scope of consent of the first person listed as Designated Representative on the Automobile Declaration Page(s);
   E. any other person or organization liable for the use of such an auto or trailer by one of the above insureds.

3. A limited liability company, insured also means:
   A. your members or managers;
   B. the person(s) listed as Designated Representatives on the Automobile Declaration Page(s);
   C. the spouse of the first person listed as Designated Representative on the Automobile Declaration Page(s);
   D. any other person while using such auto or trailer if its use is within the scope of consent of the first person listed as Designated Representative on the Automobile Declaration Page(s);
   E. any other person or organization liable for the use of such an auto or trailer by one of the above insureds.

4. A Corporation, insured also means:
   A. your officers, directors or shareholders;
   B. the person(s) listed as Designated Representatives on the Automobile Declaration Page(s);
   C. the spouse of the first person listed as Designated Representative on the Automobile Declaration Page(s);
   D. any other person while using such auto or trailer if its use is within the scope of consent of the first person listed as Designated Representative on the Automobile Declaration Page(s);
   E. any other person or organization liable for the use of such auto or trailer by one of the above insureds.

5. A Trust or other entity, insured also means:
   A. your executors, administrators, trustees, or directors, of the Trust or other entity;
   B. the person(s) listed as Designated Representatives on the Automobile Declaration Page(s);
   C. the spouse of the first person listed as Designated Representative on the Automobile Declaration Page(s);
   D. any other person while using such auto or trailer if its use is within the scope and consent of the first person listed as Designated Representative on the Automobile Declaration Page(s);
   E. any other person or organization liable for the use of such auto or trailer by one of the above insureds.

When we refer to a non-owned auto, insured means:
1. If the first party listed as the Named Insured on the Automobile Declaration Page(s) is a person, then that person is an insured, as well as:
   A. his/her spouse;
   B. his/her family members, provided the person claiming coverage does not own or lease an auto;

2. If the first party listed as the Named Insured on the Automobile Declaration Page(s) is not a person, then the entity listed and the first person listed as Designated Representative on the Automobile Declaration Page(s) is an insured, as well as:
   A. his/her spouse;
   B. his/her family members, provided the person claiming coverage does not own or lease an auto;

3. Any person or organization which does not own or hire the auto but is liable for its use by one of the persons or entities identified in 1. or 2.

There is no coverage for non-owned autos while:
   a. being repaired, serviced or used by any person while that person is working in any auto business; or
   b. used in any other business or occupation other than farming. This does not apply to a private passenger auto driven or occupied by the first person listed as the Named Insured on the Automobile Declaration Page(s), their spouse or family members, or if the first party listed as the Named Insured is not a person then this does not apply to a private passenger auto driven or occupied by the first person listed as Designated Representative on the Automobile Declaration Page(s), their spouse or their family members.

Trailer Coverage

1. Part A – Liability Coverage on this policy extends to the ownership, maintenance, operation or use of trailers by an insured, but only while the trailer is attached to an auto to which Part A – Liability of this policy applies. These trailers do not have to be listed on the Automobile Declaration.

2. There is no coverage:
   a. for any trailer not designed for use with a private passenger auto;
   b. for any trailer if designed to carry persons;
   c. if the trailer is used in an auto business or for commercial or business purposes, except farming;
   d. when a trailer is used with a vehicle not covered under Part A – Liability Coverage of this policy.

Limits of Liability

The amount of bodily injury liability coverage is shown on the Automobile Declaration under “Coverages – Bodily Injury Liability – Per Person/Per Accident – Limits”. Under “Per Person” is the amount of coverage for all damages, including damages for care and loss of services, arising out of and due to bodily injury to one person. Under “Per Accident” is the total amount of coverage, subject to the amount shown under “Per Person”, for all such damages arising out of and due to bodily injury to two or more persons in the same accident. The amount of property damage liability coverage is shown on the Automobile Declaration under “Coverages – Property Damage Liability – Per Accident – Limits”.

1. We will pay damages to which Part A – Liability of this policy applies and for which an insured is legally liable up to these amounts.
2. The limits of liability are not increased because more than one person or organization may be an insured.
3. A motor vehicle and attached trailer are one vehicle. Therefore, the limits are not increased.
4. The limits of liability are the most we will pay regardless of the number of:
   a. insureds;
   b. claims made;
   c. applicable insurance policies we have issued;
   d. vehicles or premiums shown on the Automobile Declaration Page(s); or
e. vehicles involved in the accident.

5. **Our** Limit of Liability for all damages, including clean-up, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere, any water course, or body of water will not exceed the limit(s) of liability mandated by the applicable Financial Responsibility Law. However, this provision will not increase **our** total Limit of Liability.

6. Regardless of the opening paragraph under Limits of Liability above and the limits of BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY coverage stated in the Automobile Declaration Page(s), the limits of liability will not exceed the applicable limit of liability mandated by the Financial Responsibility Law of the state in which the accident occurred for:

a. Any **person**, entity or organization using **your auto**, a newly acquired auto, temporary substitute auto, or trailer to which Part A – Liability applies, other than:

1) **You** and the **person(s)** shown as Designated Representative on the Automobile Declaration Page(s);

2) **Your spouse**;

3) **Your family member**:
   a. whose license is not suspended or revoked on the date of the accident;
   b. whose license has not been expired more than one year prior to the accident;
   c. who is not a **person** who has never had a driver’s license;
   d. whose **use** of such **auto** is within the scope of consent of **you**, **your spouse**, or a **person** shown as Designated Representative on the Automobile Declaration Page(s);

4) A scheduled operator not already identified in paragraphs 6.a., 1) - 3) d. above, who is shown on the Automobile Declaration Page(s) as of the date of the accident, and:

   a. whose license is not suspended or revoked on the date of the accident;
   b. whose license has not been expired more than one year prior to the accident;
   c. who is not a **person** that has never had a driver’s license;
   d. whose **use** of such **auto** is within the scope of consent of **you**, **your spouse**, or a **person** shown as Designated Representative on the Automobile Declaration Page(s);

b. Any **person**, entity or organization using a non-owned auto to which Part A – Liability applies, other than:

1) **You** and the **person(s)** shown as Designated Representative on the Automobile Declaration Page(s);

2) **Your spouse**;

3) **Your family member**:
   a. whose license is not suspended or revoked on the date of the accident;
   b. whose license has not been expired more than one year prior to the accident;
   c. who is not a **person** that has never had a driver’s license;
   d. who does not own, lease, or hire an **auto**; and
   e. whose **use** of such non-owned auto is within the scope of consent of **you** or **your spouse**;

4) A scheduled operator not already identified in paragraphs 6.b. 1) – 3)e. above, who is shown on the Automobile Declaration Page(s) as of the date of the accident, and:

   a. whose license is not suspended or revoked on the date of the accident;
b. whose license has not been expired more than one year prior to
the accident;

c. who is not a person that has never had a driver’s license;

d. who does not own, lease, or hire an auto;

e. whose use of such non-owned auto is within the scope of
consent of you, your spouse, or a person shown as Designated
Representative on the Automobile Declaration Page(s).

7. Any payment made to a person under Part C – Uninsured Motor Vehicle Coverage
of this policy for the same accident shall reduce any amount payable to that person
under Part A – Liability Coverage of this policy.

When Part A – Liability Coverage Does Not Apply
In addition to the limitations of coverage stated in other sections of PART A LIABILITY
COVERAGE:

There is no coverage:

1. While any vehicle insured under this section is:

a. rented to others or used to carry persons for a charge. This does not apply to
the use on a share expense basis of a private passenger auto if all passengers
are riding in that area of the vehicle designed by the manufacturer of the vehicle for
carrying passengers.

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

1) you and the first person listed as Designated Representative on the
Automobile Declaration Page(s):

2) your spouse and the spouse of the first person listed as Designated
Representative on the Automobile Declaration Page(s);

3) any family member of you and any family member of the first person listed
as Designated Representative on the Automobile Declaration Page(s);

4) any resident of your household and any resident of the household of the first
person listed as Designated Representative on the Automobile Declaration
Page(s); or

5) any agent, employee or partner of:

a. you or the first person listed as Designated Representative on the
Automobile Declaration Page(s),

b. your spouse or the spouse of the first person listed as Designated
Representative on the Automobile Declaration Page(s),

c. any family member of those identified in 1) above, or

d. such resident identified in 4) above.

This coverage is excess for those persons identified in 4) above and for those
persons or entities identified in 5) above.

2. For any bodily injury including, but not limited to, all consequential, pecuniary,
and/or statutory damages arising in any way out of, or derivative of, any bodily injury:

a. to a fellow employee while on the job and arising from the use of a vehicle by
another employee in the employer’s business. You and your spouse, and the
first person listed as Designated Representative on the Automobile Declaration
Page(s), and their spouse, are covered for such injury to a fellow employee.

b. to any employee of an insured arising out of and/or in the course of his or her
employment by the insured. This does not apply to a household employee who is
not covered or who is not required to be covered under any workers’ compensation
insurance.

c. to the spouse, child, parent, brother or sister of any employee as a consequence
of a. or b. above.

Exclusions a. through c. above apply whether the insured may be liable as an
employer or in any other capacity, and to any obligation to share damages with, or
to repay, someone else who must pay damages because of injury.

d. to any insured or any insured’s family member to the extent the limits of
liability of this policy exceed the limits of liability required by law.

e. which arises out of the transmission of a communicable disease by any insured.
3. For any damages:
   a. for which the United States of America, or State Government, or State Institution, or State Entity, or any of their departments or agencies might be liable for the insured's use of any vehicle.
   b. to property owned by, rented to, in the care, custody, control or charge of, or transported by, an insured. But coverage applies to:
      1) a residence or private garage rented to an insured and damage by a vehicle we insure on this policy; or
      2) an auto:
         a. operated by any insured; and
         b. owned by a person or organization engaged in the business of selling, repairing or servicing motor vehicles; and
         c. loaned to any insured for demonstration purposes or as a replacement for your auto while it is out of use due to breakdown, repair or servicing.
   4. For any obligation of an insured, or his or her insurer, under any type of workers' compensation, unemployment compensation law, or disability or similar law. This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with, or to repay, someone else who must pay damages because of injury.
   5. For liability assumed by any insured under, or arising out of a breach of, any oral or written contract or agreement.
   6. For bodily injury or property damage for which any 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.
   7. For liability of any insured for punitive or exemplary damages.
   8. For bodily injury or property damage if an insured's conduct contributed to such bodily injury or property damage by seeking to elude lawful apprehension or arrest by a police officer, or while committing a felonious act.
   9. For bodily injury or property damage arising from the use of any vehicle designed for racing or any other vehicle while competing in, practicing for, or preparing for, any racing or speed contest or other competitive event. Competitive event does not include participation in a parade or car show.
   10. For bodily injury or property damage expected or intended by an insured even if the resulting bodily injury or property damage is of a different kind, quality or degree than initially expected or intended, or is sustained by a different person, entity, real or personal property, than initially expected or intended.
   11. For bodily injury or property damage resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation, or relations.
   12. For any actual, alleged, threatened or adjudicated bodily injury or property damage resulting from physical, mental or emotional injury or damage including, but not limited to, that derived from abuse, harassment, belittlement, disparagement, revilement, castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilmint or bullying, whether through physical, verbal, imaged, texted, electronically transmitted, telephonic, or any other means.

If There Is Other Liability Coverage

1. Policies Issued by Us:
   If two or more vehicle liability policies issued by us to:
   a. you,
   b. your spouse,
   c. your family members,
   d. the person(s) listed as Designated Representative on the Automobile Declaration Page(s), their spouse or family members, or,
   e. any entity owned or controlled by you, your spouse, the person(s) listed as Designated Representative on the Automobile Declaration Pages(s) or their spouses,
   apply to the same accident, the total limits of liability under all such policies shall not
2. Other Liability Coverage Available From Other Sources:

Subject to Item 1 and 3 of this section, if other vehicle liability insurance coverage applies or if a party is self insured under any motor vehicle financial responsibility law, a motor carrier law or any similar law, this policy will apply only as excess over such other insurance.

3. Newly Acquired Auto:

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

Motor Vehicle Compulsory Insurance Law or Financial Responsibility Law

1. Out-of-State Coverage:

If an insured under the liability coverage is in another state, U.S. territory or possession, Puerto Rico, or Canada and, as a non-resident, becomes subject to its motor vehicle compulsory insurance, financial responsibility or similar law:

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

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

Any coverage so extended shall be reduced to the extent other coverages apply, including Part B – Medical Payments coverage, to the accident. In no event shall a person collect more than once.

2. Financial Responsibility Law:

When certified under any law as proof of future financial responsibility, and while required during the policy period, this policy shall comply with such law to the extent required. The insured agrees to repay us for any payment we would not have had to make under the terms of this policy except for this agreement.

PART B - MEDICAL PAYMENTS COVERAGE

You have this coverage if it appears on the Automobile Declaration Page(s).

MEDICAL EXPENSES

We will pay reasonable medical expenses billed or the amounts which the healthcare provider has accepted from any governmental program including but not limited to Medicare, Medicaid, or similar program or private health insurer or health plan in payment of the bills, liens, judgments or claims for such medical expenses, whichever is less, for bodily injury caused by accident, for services furnished within three years of the date of the accident. These expenses are for necessary medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and funeral services, eyeglasses, hearing aids and prosthetic devices. The bodily injury must be discovered and treatment commenced within one year of the date of the accident.

Reasonable medical expenses do not include expenses:

1. for treatment, services, products or procedures that are:
   a. experimental in nature, for research or not primarily designed to serve a medical purpose; or
   b. not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the bodily injury; or

2. incurred for:
   a. the use of thermography or other related procedures of a similar nature; or
   b. the use of acupuncture or other related procedures of a similar nature; or
   c. the purchase or rental of equipment not primarily designed to serve a medical purpose; or
   d. massage therapy.

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

Persons for Whom Medical Expenses Are Payable
We will pay medical expenses for bodily injury sustained by an insured.

Who is an Insured
Insured for purposes of Medical Payment Coverage – means:
1. the first person listed as the Named Insured on the Automobile Declaration Page(s)
   and the first person listed as the Designated Representative on the Automobile
   Declaration Page(s);
2. any family member of the person identified in 1. above;
3. any scheduled operator(s) shown on the Automobile Declaration Page(s) as of the
date of the accident.

These persons identified in 1., 2., or 3. above, must have sustained the bodily injury:
a. while they operate or occupy a vehicle covered under Part A - Liability
   Coverage of this policy; or
b. through being struck while on a bicycle or as a pedestrian by a motor vehicle or
   trailer.
A pedestrian means a person who is not occupying a motor vehicle, trailer or
bicycle.
4. any other person while occupying:
a. a vehicle covered under Part A - Liability Coverage of this policy, except a non-
   owned auto. The vehicle has to be operated by a person who is insured under
   Part A - Liability Coverage of this policy;
b. a non-owned auto. The bodily injury has to result from such non-owned
   auto’s operation or occupancy by the first person listed as the Named Insured on
   the Automobile Declaration Page(s) or the first person listed as Designated
   Representative on the Automobile Declaration Page(s), the spouse or family
   member of either, or a scheduled operator shown on the Automobile Declaration
   Page(s) as of the date of the accident.

Payment of Medical Expenses
We may pay the injured person or any person or organization performing the services.

Limit of Liability
The amount of coverage for medical expenses, including funeral services, is shown on the
Automobile Declaration Page(s) under “Medical Payments”. The maximum amount payable
per person under “Medical Payments Coverage” for funeral services is the policy limits or
$6,000 whichever is less.
1. A motor vehicle and attached trailer are one vehicle as respects limits.
2. The limit of liability shown on the Automobile Declaration Page(s) 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:
   a. insureds;
b. claims made;
c. applicable insurance policies we have issued to you;
d. vehicles or premiums shown on the Automobile Declaration Page(s); or
   e. vehicles involved in the accident.

If There Are Other Medical Payments Coverages
1. Non-Duplication:
   No person for whom medical expenses are payable under this coverage shall
   recover more than once for the same medical expense under this or similar vehicle
   insurance.
2. Policies Issued by Us:
   If two or more policies issued by us to you, your spouse, your family member(s),
   the person(s) listed as Designated Representative on the Automobile Declaration
Page(s), their spouse(s) or family member(s) provide vehicle medical payments coverage and apply to the same bodily injury sustained by any insured, the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability.

3. Subject to items 1. and 2. above this coverage is excess:
   a. if a temporary substitute auto, a non-owned auto or a trailer has other vehicle medical payments coverage on it; or
   b. if other vehicle medical payments coverage applies to bodily injury sustained by a person on a bicycle or a pedestrian.

4. This coverage does not apply if there is other vehicle medical payments coverage on a newly acquired auto.

**When Part B – Medical Payments Coverage Does Not Apply**

There is no coverage:

1. While a non-owned auto is used:
   a. by any person employed or engaged in any way in an auto business; or
   b. in any other business or job other than farming. This does not apply when the first person listed as the Named Insured on the Automobile Declaration Page(s) or the first person listed as Designated Representative on the Automobile Declaration Page(s), their spouse, their family member, or a scheduled operator listed on the Automobile Declaration Page(s) is operating or occupying a private passenger auto.

2. While occupying or through being struck by any motor vehicle or trailer:
   a. designed mainly for use off public roads while off public roads; or
   b. located for use as a residence or premises; or
   c. that runs on rails or crawler treads.

3. For bodily injury caused by or as a consequence of:
   a. discharge of a nuclear weapon (even if accidental);
   b. war (declared or undeclared);
   c. civil war;
   d. insurrection; or
   e. rebellion or revolution.

4. For medical expenses for bodily injury:
   a. sustained while occupying or through being struck by a vehicle owned or leased by you, your spouse, your family member(s), the person(s) shown as Designated Representative on the Automobile Declaration Page(s), their spouse, or their family member(s), which is not insured under Part B Medical Payments Coverage of this policy.
   b. to the extent workers’ compensation benefits are paid or payable; or
   c. sustained by any person, other than the first person listed as Named Insured on the Automobile Declaration Page(s) or their spouse or family member, or the first person listed as Designated Representative on the Automobile Declaration Page(s) or their spouse or family member, or scheduled operator listed on the Automobile Declaration Page(s), while occupying a vehicle:
      1) rented to others; or
      2) used to carry persons for a charge. This does not apply to a private passenger auto used on a share expense basis.

5. For bodily injury sustained by anyone while occupying any motorized vehicle having fewer than four wheels, unless that motor vehicle is shown on the Automobile Declaration Page(s).

6. For bodily injury sustained by anyone while occupying a vehicle without permission to do so.

7. For bodily injury from, or as a consequence of, the following, whether controlled or uncontrolled or however caused:
   a. nuclear reaction;
   b. radiation; or
   c. radioactive contamination.

8. For bodily injury sustained while occupying any vehicle designed for racing or
any vehicle while competing in, practicing or preparing for, any racing or speed
contest or other competitive event. Competitive event does not include participation in
a parade or car show.

9. If an insured's conduct contributed to the bodily injury by seeking to elude lawful
apprehension or arrest by a police officer, or while committing a felonious act.

10. For bodily injury which arises out of the transmission of a communicable disease
to any insured.

11. For bodily injury expected or intended by an insured even if the resulting bodily
injury is of a different kind, quality or degree than initially expected or intended, or is
sustained by a different person than initially expected or intended.

12. For bodily injury which results from the willful or malicious acts of any insured.

13. For bodily injury to any person with illegal drugs present in their system, or any
person whose blood alcohol exceeded the state’s legal limit where the accident
occurred, while the person was driving or operating the vehicle involved in the
accident.

14. For bodily injury or property damage resulting from any actual, alleged,
threatened or adjudicated sexual abuse, harassment, molestation, or relations.

15. For any actual, alleged, threatened or adjudicated bodily injury or property
damage resulting from physical, mental or emotional injury or damage including, but
not limited to, that derived from abuse, harassment, belittlement, disparagement,
revilement, castigation, chastisement, criticism, perversion, maltreatment, desecration,
vexation, torment, torture, devilment or bullying, whether through physical, verbal,
imaged, texted, electronically transmitted, telephonic, or any other means.

PART C – UNINSURED MOTOR VEHICLE COVERAGE

You have this coverage if it appears on the Automobile Declaration Page(s).

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

Uninsured Motor Vehicle means:

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

2. a “phantom vehicle” which is a land motor vehicle whose owner or driver remains
unknown and causes bodily injury to the insured.

If there is no physical contact with the “phantom vehicle” the insured or someone on
his/her behalf must report the accident within twenty-four (24) hours to a police, peace or
judicial officer and must file with us within thirty (30) days thereafter a statement under oath
that the insured or his/her legal representative has a cause of action arising out of such
accident for damages against a person or persons whose identity is unascertainable, and
setting forth the facts in support thereof. The facts of the accident must be proven. 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. Failure of the insured to
report a “phantom vehicle” accident and to provide the information requested concerning
such vehicle may result in the denial of any insurance coverage otherwise available if we
can establish that our rights have been prejudiced by lack of such notice.

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

1. insured under the liability coverage of this policy; or

2. owned by or furnished or available for the regular use of you, your spouse, any of
your family members, the persons shown as Designated Representative on the
Automobile Declaration Page(s) or their spouses or family members;

3. owned or operated by a person or organization qualifying as a self-insurer under
any applicable motor vehicle financial responsibility law, motor carrier law or any similar law; or
4. owned by any government or any of its political subdivisions or agencies; or
5. designed for use mainly off public roads except while on public roads; or
6. while located for use as a premises; or
7. operated on rails or crawler treads.

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

Who Is an Insured
Insured – means the person or persons covered by the Uninsured Motor Vehicle coverages. This is:
1. the first person listed as the Named Insured on the Automobile Declaration Page(s) and the first person listed as Designated Representative on the Automobile Declaration Page(s);
2. the spouse of the person(s) identified in 1. above;
3. the family members of the person(s) identified in 1. above except that any of these family members who own or lease an auto is only considered to be an insured while occupying your auto, a temporary substitute auto, a newly acquired auto or trailer attached to one of these autos; and
4. any other person while occupying:
   a. your auto, a temporary substitute auto, a newly acquired auto, or trailer attached to one of these autos. Such auto or trailer has to be used within the scope of consent of you, your spouse, the first person listed as Designated Representative on the Automobile Declaration Page(s) or their spouse; or
   b. an auto not owned or leased by you or a person listed as Designated Representative on the Automobile Declaration Page(s), your spouse or your family member, or the spouse or family member of the first person listed as Designated Representative on the Automobile Declaration Page(s), or a trailer attached to such an auto. Such auto has to be driven by the first person listed as the Named Insured on the Automobile Declaration Page(s) or that person's spouse or by the first person listed as the Designated Representative on the Automobile Declaration Page(s) or their spouse, and within the scope of the owner's consent.
   Such other person identified in this paragraph 4 who is occupying a vehicle used to carry persons for a charge is not an insured. A share-the-expense car pool is not considered carrying persons for a charge.
5. any person entitled to recover damages because of bodily injury to an insured under 1 through 4 above.

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

Consent to Be Bound
We are not bound by any judgment against any person or organization obtained without our written consent.

Payment of Loss
We may pay:
1. the insured;
2. a parent or guardian if the insured is a minor or an incompetent person;
3. the surviving spouse; or
4. at our option, a person authorized by law to receive such payment; or
5. an organization rendering the service.

Payment under Part C - Uninsured Motor Vehicle Coverage will not constitute an admission of liability of any person, or of us except under Part C - Uninsured Motor Vehicle Coverage.

Limits of Liability
1. The amount of coverage is shown on the Automobile Declaration Page(s) under "Uninsured Motor Vehicle" - Per Person, Per Accident. Under "Per Person" is the amount of coverage for all damage, including damages for care and loss of services, consortium or death, arising out of and due to bodily injury to one person. Under "Per Accident" is the total amount of coverage, subject to the amount shown under "Per Person", for all such damages arising out of and due to bodily injury to two or more persons in the same accident.
2. Any amount payable under this coverage shall be reduced by any amount paid or payable to, or for, the insured:
   a. by or for any person or organization who is or may be held legally liable for the bodily injury to the insured; or
   b. for bodily injury under the liability coverage of any other policy.
3. Any payment made to a person under this coverage shall be reduced by any amount payable to that person under the bodily injury liability coverage of this policy.
4. The limits of liability are not increased because:
   a. more than one vehicle is insured under this policy; or
   b. more than one person is insured at the time of the accident.
5. Regardless of the limits of Uninsured Motor Vehicle coverage stated in the Automobile Declaration Page(s), the limits of Uninsured Motor Vehicle coverage will not exceed the applicable limit of Uninsured Motor Vehicle coverage mandated by the Financial Responsibility Law of the state in which the accident occurred for:
   a. any person other than you, your spouse, your family member or scheduled operator shown on the Automobile Declaration Page(s) as of the date of the accident using your auto, a newly acquired auto, temporary substitute auto, non-owned auto, or trailer.

Other Insurance
1. If an insured sustains bodily injury while on a bicycle or as a pedestrian or while occupying a vehicle that is not owned or leased by that insured and that is not your auto, any applicable coverage under this policy applies as excess over any other uninsured motor vehicle coverage.
2. Subject to 1 above, we are liable only for our share. Our share is that percent of the damages that the limit of liability of this coverage bears to the total of all uninsured motor vehicle coverage applicable to the accident.

When Part C – Uninsured Motor Vehicle Coverage Does Not Apply
There is no coverage under Uninsured Motor Vehicle coverage:
1. for any insured who, without our written consent, settles with any person or organization who may be liable for the bodily injury and thereby impairs our right to recover our payments.
2. for damages sustained by any insured if benefits are:
   a. payable to, or on behalf of, such insured under any compensation law as a result of the same accident; or
   b. required by any compensation law to be provided to, or on behalf of, such insured as a result of the same accident.
This exclusion 2. does not apply to the amounts of coverage mandated by any uninsured motorist insurance law or financial responsibility law applicable to the accident, but does apply to coverages which are not mandated by such laws.
3. for punitive or exemplary damages.
4. for bodily injury if an insured’s conduct contributed to the bodily injury by seeking to elude lawful apprehension or arrest by a police officer, or while committing a felonious act.
5. for **bodily injury** which arises out of the transmission of a communicable disease to any insured.

6. for **bodily injury** sustained while occupying any vehicle designed for racing or any vehicle while competing in, or practicing or preparing for, any racing or speed contest or other competitive event. Competitive event does not mean participating in a parade or car show.

7. for **bodily injury** resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation, or relations.

8. for any actual, alleged, threatened or adjudicated **bodily injury** resulting from physical, mental or emotional injury or damage including, but not limited to, that derived from abuse, harassment, belittlement, disparagement, revilement, castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether through physical, verbal, imaged, texted, electronically transmitted, telephonic, or any other means.

9. for **bodily injury** sustained while occupying your **auto** when it is being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense carpool.

EFFECT OF UNINSURED MOTORIST INSURANCE LAWS OR FINANCIAL RESPONSIBILITY LAWS

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

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

The policy defines "compensation law" as:

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

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

You have this coverage if it appears on the Automobile Declaration Page(s).

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

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

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

The cost to repair or replace is based upon:

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

Loss – means each direct, sudden and accidental loss of or damage to an auto to which this Part D – Coverage for Damage to Your Auto applies, and to the equipment permanently attached to, and common to the use and operation of, such auto as a vehicle. However, loss, including the cost to repair or replace, does not include any loss of use, or any reduction in the value of any vehicle or detachable living quarters after it has been repaired, as compared to its value before it was damaged.

Repair – means the restoration of form and function by restoring existing parts or by using replacement parts if they are needed. We do not warrant or guarantee the workmanship of any repairs. Repair does not mean the restoration of pre-damage value nor does it include compensation for the diminution of such value caused by the accident. It also includes:

1. the reasonable cost of towing an auto to which Part D – Coverage for Damage to Your Auto applies, to the nearest place where the necessary repairs can be made and storing it until we either deny, or offer to settle, a claim under Other Than Collision or Collision coverage; and
2. the reasonable cost which you incur immediately after a loss to protect the auto and its equipment from further losses.

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

Any applicable coverage for OTC or COLLISION loss(es) available under Part D of this policy applies to your auto, a newly acquired auto, a temporary substitute auto, or non-owned auto, subject to all provisions within this policy.

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

We have the right to require completion of repairs before payment is made. If we can pay the loss under either Other Than Collision or Collision, we will pay under the coverage where you collect the most.

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

Who Is An Insured

Insured means you, and if you are:

1. An individual, insured also means:
   A. your spouse;
   B. your family members;
2. A partnership, insured also means:
   A. your members and partners and the persons listed as Designated Representatives on the Automobile Declaration Page(s);
3. A limited liability company, **insured** also means:
   A. your members and managers and the persons listed as Designated Representatives on the Automobile Declaration Page(s);
   B. the **spouses** and **family members** of those identified in 3. A.;

4. A corporation, **insured** also means:
   A. your officers, directors or shareholders and the persons listed as Designated Representatives on the Automobile Declaration Page(s);
   B. the **spouses** and **family members** of those identified in 4. A.;

5. A trust or other entity , **insured** also means:
   A. your executors, administrators, or directors of the Trust or other entity, and the persons listed as Designated Representatives on the Automobile Declaration Page(s);
   B. the **spouses** and **family members** of those identified in 5. A.

**OTHER THAN COLLISION (OTC)**

You have this coverage if it appears on the Automobile Declaration Page(s).

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

If a deductible applies, the amount of the deductible is shown on the Automobile Declaration Page(s). The deductible, if any, will be subtracted from the amount of the cost to repair or replace for which this OTC coverage applies.

If we offer to pay for the repair of damaged windshield glass instead of the replacement of the windshield, we will pay the full cost of repairing the windshield glass regardless of your deductible.

Breakage of glass, or loss caused by missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, is payable under this OTC coverage.

Loss caused by collision is not covered under OTC, except loss due to hitting, or being hit by, a bird, animal, or person is payable under this OTC coverage.

We will reimburse you for covered transportation costs if an auto to which this OTC coverage applies, is stolen. We will pay up to $25 per day to a maximum of $500 per occurrence for the period that begins 48 hours after you tell us of the theft. The period ends when the auto has been returned to use or we offer to pay for loss.

If the daily incurred transportation costs are payable under both Other Than Collision coverage and Transportation and Travel Expenses coverage, we will pay under the one coverage where you collect the most. If payments have been made under Transportation and Travel Expenses coverage and such payments have exhausted the total amount payable under Transportation and Travel Expenses then the Other Than Collision coverage will apply.

**COLLISION**

You have this coverage if it appears on the Automobile Declaration Page(s). The deductible amount for this coverage is shown on the Declaration Page(s).

We will pay that portion of a covered collision loss to an auto for which this COLLISION coverage applies, but only for the amount of each such loss in excess of the deductible amount. If the collision is with another auto insured with us, you do not pay your deductible.

If we offer to pay for the repair of damaged windshield glass instead of the replacement of the windshield, we will pay the full cost of repairing the windshield glass regardless of your
Limit of Coverage – Other than Collision and Collision

The limit of our liability for loss to property or any part of it is the lesser of:

1. the actual cash value;
2. the cost to repair or replace the property with property of like kind and quality;
3. the insurable interest you have in the property.

The most we will pay for:

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

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

The most we will pay under the Other than Collision or Collision coverage for a loss to electronic equipment not originating from the vehicle manufacturer is $500.

The most we will pay under the Other Than Collision or Collision coverage for a loss to a non-owned trailer as described under Trailer Coverage is $2,500.

Settlement of Loss – Other than Collision and Collision Coverages

We have the right to settle a loss with you or the owner of the property in one of the following ways; at our option:

1. pay to repair or replace the property or part with like kind and quality. If the repair or replacement results in better than like kind and quality, you must pay for the amount of the betterment;
2. return the stolen property and pay for any damage due to the theft; or
3. pay the actual cash value (ACV) of the property at the time of the loss in exchange for the damaged property, but it cannot be abandoned to us. You also agree to execute and deliver to us at the time of payment whatever legal documents we may request to give us full ownership of the item.
4. pay the ACV of the property at the time of the loss less the salvage value.

If the owner and we cannot agree on the actual cash value (ACV), either party may demand an appraisal as described below.

Appraisal shall be conducted according to the following procedure. Each party shall select an appraiser. These two shall select a third appraiser. The written decision of any two appraisers in agreement shall be binding. If the owner keeps the damaged property, we will deduct its value after the loss from our payment.

The cost of the appraiser shall be paid by the party who hired him or her. The cost of the third appraiser and other appraisal expenses shall be shared equally by both parties. We do not waive any of our rights by agreeing to an appraisal.

Trailer Coverage

1. Owned Trailer.

Your trailer is covered:

a. when it is described on the Automobile Declaration Page(s) of the policy;
b. for the coverages shown as applying to it.

We will not pay for loss to a camper body or trailer you own which is not shown on the Automobile Declaration Page(s). This exclusion does not apply to a camper body or trailer you:

1) acquire during the policy period, and
2) ask us to insure within thirty (30) days after you become the owner.

You must pay us any additional premium amount due from the date of purchase.

2. Non-owned Trailer.

Any physical damage coverage in force on your auto applies to a non-owned trailer
used by the first person listed as Named Insured on the Automobile Declaration Page(s), his/her spouse or family member, or the first person listed as Designated Representative on the Automobile Declaration Page(s), his/her spouse or family member.

The most we will pay under the Other Than Collision or Collision coverage for a loss to such non-owned trailer is $2,500.

A non-owned trailer is one that:

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

   a. you, your spouse, your family member, or any person listed as Designated Representative on the Automobile Declaration Page(s), their spouse or their family member;
   b. any other person residing in the same household as you or any person listed as Designated Representative on the Automobile Declaration Page(s); or
   c. an employer of you, your spouse, your family member, any person listed as Designated Representative on the Automobile Declaration Page(s), their spouse or their family member.

When Part D - Coverage for Damage to Your Auto Does Not Apply

There is no coverage for:

1. A non-owned auto:

   a. while being repaired, serviced, operated, maintained, occupied or used by any person while that person is working in any auto business; or
   b. while used in any other business or occupation other than farming. This does not apply to a private passenger auto driven or occupied by the first person listed as the Named Insured on the Automobile Declaration Page(s), his/her spouse or family member, or the first person listed as Designated Representative on the Automobile Declaration Page(s), his/her spouse or family member; or
   c. when operated, maintained, occupied or used by an insured outside the scope of consent of the owner of the vehicle.
   d. being operated, maintained, occupied or used by any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, or parking vehicles designed for use on public highways. This includes road testing and delivery.

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

3. Any vehicle while:

   a. rented to others or used to carry persons for a charge. This does not apply to the use on a share expense basis; or
   b. subject to any lien, lease or sales agreement not shown in the declarations; or
   c. owned by a person or organization engaged in the business of selling, repairing or servicing motor vehicles unless such vehicle is a private passenger auto which has been rented by you or the first person shown as Designated Representative on the Automobile Declaration Page(s), rental considerations have been paid by you or the first person shown as Designated Representative, and RSMo 379.201 does not provide coverage for such rented vehicle under Part A – liability Coverage of this policy; or
   d. loaned to any insured for demonstration purposes or as a replacement for your auto while it is out of use due to breakdown, repair or servicing.

4. Loss to any vehicle due to:

   a. taking by any governmental authority;
   b. war of any kind;
   c. conversion, embezzlement or secretion by any person who has the vehicle due to any lien, rental, lease or sales agreement.

5. Damage due and confined to:

   a. wear and tear;
   b. freezing;
   c. rust;
   d. deterioration'
e. latent or inherent defect
f. mechanical or electrical breakdown or failure;
g. overheating or lack of lubrication; or
h. accidental inflation of an airbag which is not the result of a covered loss.

6. Tires unless:
   a. stolen, or damaged by fire, vandalism or malicious mischief; or
   b. other loss covered by Part D – Coverage For Damage To Your Auto happens
   at the same time.

7. Loss to:
   a. any electronic equipment designed for the reproduction of sound, including, but
      not limited to:
      1) AM, FM, or Satellite radios and stereos;
      2) tape, cartridge, flash drive, or compact disc players; or
      3) MP3 players, iPods, or other types of sound devices.
   b. any other electronic equipment that records, generates, receives, stores or
      transmits audio, visual or data signals including but not limited to:
      1) all personal media devices;
      2) GPS and all other navigational equipment;
      3) personal handheld video game systems;
      4) digital video players;
      5) LCD monitors;
      6) DVD and Blu-ray devices;
      7) citizens band and amateur radios;
      8) telephones, Bluetooth and any other mobile network devices;
      9) two-way mobile radios;
      10) scanning monitor receivers;
      11) television monitor receivers;
      12) video recorders;
      13) audio recorders; or
      14) personal computers.
   c. tapes, records, discs, flash drives, game cartridges, cards, chips or other media
      used with equipment described in (a.) or (b.), or
   d. any other accessories used with equipment described in (a.) or (b.).

   This exclusion (7) does not apply at the time of loss to:
   a. equipment:
      1) permanently installed in your auto or a newly acquired auto by the
         manufacturer of the auto; or
      2) removable from a housing unit which is permanently installed in the auto by
         the manufacturer of the auto; or
      3) designed to be solely operated by use of the power from the electrical
         system of your auto or a newly acquired auto;
      at the time of loss.
   b. any other electronic equipment that is:
      1) necessary for the normal operation of the auto or the monitoring of the
         auto's operating system; or
      2) an integral part of the same unit housing any sound reproducing equipment
         described in (a.) and permanently installed in the opening of the dash or
         console of your auto or any newly acquired auto normally used by the
         manufacturer for installation of a radio;
      but subject to the limitation of coverage for equipment not originating from the
      vehicle manufacturer.

   The most we will pay under the Other than Collision or Collision coverage for a loss
   to electronic equipment not originating from the vehicle manufacturer is $500.

8. Any equipment designed or used for the detection or location of radar or laser.

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

10. Loss to any vehicle designed for racing or damaged while competing in, or
practicing or preparing for, any racing or speed contest or other competitive event.

11. Damage to any vehicle if the actions of any insured contributed to the damage by seeking to elude lawful apprehension, arrest by a police officer or while committing a felonious act.

12. Damage resulting from modifying a device's operating functions, procedures, specifications, voltage, input, or output beyond its documented capabilities, limits, or thresholds.

13. Damage to personal property contained in or on a vehicle at the time of accident.

If There Is Other Coverage:

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

Temporary Substitute Auto, Non-owned Auto, Trailer
If a temporary substitute auto, a non-owned auto or trailer has other coverage on it, then this coverage is excess.

Newly Acquired Auto
This insurance does not apply if there is similar coverage on a newly acquired auto.

No Benefits to Bailee
These coverages shall not directly or indirectly benefit any carrier or other bailee for hire liable for loss.

Two or More Vehicles
If two or more of your autos are insured for Part D coverage on this policy, the coverage applies separately to each auto.

CONDITIONS

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

2. Policy Changes
a. Policy Terms. The terms of this policy may be changed or waived only by:
   1) a written endorsement issued by us; or
   2) the revision of this policy form to give broader coverage without an extra charge. If any coverage you carry is changed to give broader coverage, we will give you the broader coverage without the issuance of a new policy as of the date we make the change effective.

b. Change of Interest. No change of interest in this policy is effective unless we consent in writing. However, if you die, we will protect as Named Insured:
   1) your surviving spouse; or
   2) your legal representative while acting within the scope of his or her duties.

Policy notice requirements are met by mailing the notice to the deceased Named Insured's last known address.

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

3. Legal Action Against Us
There is no right of action against us:

a. until all the terms of this policy have been met; and

b. under the liability coverage, until the amount of damages an insured is legally liable to pay has been finally determined by:
   1) judgment after actual trial, and appeal if any; or
   2) agreement between the insured, the claimant and us.
c. under any uninsured motor vehicle coverage, medical payments coverage, coverage
for damage to your auto, accidental death coverage, or disability income coverage until
30 days after we get the insured’s notice of accident or loss.
No person or organization has any right under this policy to join us in any action to
determine the liability of any insured.

4. Our Right to Recover Payments
If we make a payment under any part of, or endorsements to, this policy and the person
to or for whom payment was made has a right to recover damages from another, we will
be subrogated to that right.
Medical payments (Coverage B) are not recoverable by us in Missouri, but we reserve
the right to recover where allowable.

b. Under Uninsured Motor Vehicle coverage:
1) we are subrogated to the extent of our payments to the proceeds of any settlement
or judgment the injured person recovers from any party liable for the bodily injury.
2) if the person to or for whom we have made payment has not recovered from the
party at fault, he or she shall:
   a) keep these rights in trust for us;
   b) execute any legal papers we need; and
   c) when we ask, take action through our representative to recover our payments.
We are to be repaid our payments, costs, and fees of collection out of any recovery.

Under Underinsured Motor Vehicle coverage:
1) we are subrogated to the amount we pay; and
2) upon payment we are entitled to an assignment of any judgment obtained by the
injured person against the party liable for the bodily injury; and
3) the injured person shall:
   a) execute any legal papers we need; and
   b) help us get our money back.

Under all other coverages, the right of recovery of any party we pay passes to us.
Such party shall:
1) not hurt our rights to recover;
2) help us get our money back.

If the person to or for whom we have made payment has not recovered from the party
at fault, he or she shall:
1) keep these rights in trust for us;
2) execute any legal papers we need; and
3) when we ask take action through our representative to recover our payments.
If we make a payment under this policy and the person to or for whom payment is
made recovers damages from another, that person will:
1) promptly notify us of all recoveries; and
2) hold in trust for us the proceeds of the recovery; and
3) reimburse us to the extent of our payments.
We are to be repaid our payments, costs, and fees of collection out of any recovery.

5. Renewal
We agree, unless we mail to you a written notice of cancellation, notice of expiration, or
a notice of our intention not to renew, to renew the policy for the next policy period upon
your payment of the renewal premium. We will provide you with prior notice of
cancellation, notice of expiration or notice of our intention not to renew the policy for
failure to pay the renewal premium. It is agreed that the renewal premium will be based
upon the rates in effect, the coverages carried, the applicable limits of liability,
deductibles and other elements that affect the premium that apply at the time of renewal.
Other elements that may affect your premium include, but are not limited to:
1) drivers of your auto and their ages and marital status;
2) your auto and its use;
3) the location of principal garaging of the vehicle;
4) eligibility for discounts or other premium credits;
5) applicability of a surcharge based either on accident history, driving record or on
other factors.
A notice of our intention to not renew will be mailed to your last known address at least 30 days before the end of the current policy period. We will use regular mail. The mailing of the notice shall be sufficient proof that notice was given.

These agreements to continue and renew apply only if your auto is a private passenger auto owned by a person or other entity. They are void if:

a. you fail to pay the premium when due;

b. your driver’s license was under suspension or revocation at any time during the policy period.

If more than one person is shown as Named Insured or Scheduled Operator on the Automobile Declaration Page(s) but only one has had a driver’s license under suspension or revocation;

1) we will not cancel for this reason, and

2) we may issue an endorsement removing all coverage for that person while operating any vehicle insured under this policy and while that person’s license is under suspension or revocation. If there is no endorsement removing all coverage, our maximum limit of liability afforded to that person for all coverages will not exceed the limit mandated by the applicable Financial Responsibility Law while that person’s driver’s license is suspended or revoked.

c. you or your family member age 21 or older fail to maintain an active Missouri Farm Bureau membership.

6. Premium Payments

We agree to insure you based on your promise to pay all premiums when they are due. If you pay the premium when due, this policy provides insurance coverages in the amounts shown in the Declarations, subject to all other policy provisions. No insurance is afforded under this policy if payment of premium is not received by us by the due date. If premium payment is made and, for any reason, the payment is not honored by the bank or financial institution on which it is drawn, no insurance is provided for any of the policy period.

7. Changes in the Premium During the Policy Period

The premium for this policy is based on information Farm Bureau Town & Country Insurance Company of Missouri has received from you or other sources. If the information is incorrect or incomplete, or changes during the policy period, you must inform Farm Bureau Town & Country Insurance Company of Missouri of any changes regarding the following:

a. your auto or its use including, but not limited to, annual mileage;

b. the persons who regularly drive your auto, including, but not limited to, your newly licensed family members;

c. your marital status; or

d. the location where your auto is principally garaged.

You agree that if this information or any other information used to determine the premium is incorrect or incomplete, or changes during the policy period, we may decrease or increase the premium during the policy period based upon the corrected, completed or changed information. You agree that if the premium is decreased or increased during the policy period, Farm Bureau Town & Country Insurance Company of Missouri will refund or credit to you any decrease in premium and you will pay any increase in premium.

8. Cancellation

How You May Cancel. You may cancel your policy by notifying us in writing of the date to cancel, which must be later than the date you mail or deliver it to us. We may waive these requirements by confirming the date and time of cancellation to you in writing.

How and When We May Cancel. If we decide to cancel this policy for any reason except at your request or for non-payment of premium, we will send notice to you, mailed to your last known address, at least ten (10) days before the cancellation is to be effective if the policy has been in force for sixty (60) days or less, or at least thirty (30) days notice before the cancellation is to be effective if the policy has been in force for more than sixty (60) days. The notice will state:
1. The effective date of the cancellation;
2. The actual reason for cancellation; and
3. That you may be eligible for insurance through the Missouri Automobile Insurance Plan.

After this policy has been in effect for sixty (60) days, or if it is a renewal, we will not cancel it, except for the following reasons:
1. Non-payment of premium; or
2. Suspension or revocation during the policy period, of your driver’s license. If more than one person is shown on the Automobile Declaration Page(s) as a Named Insured or Scheduled Operator, but only one has had a driver’s license under suspension or revocation, we will not cancel the policy for this reason. However, we may issue an endorsement removing all coverage for that person while operating any vehicle insured under this policy and while that person’s license is under suspension or revocation. If there is no endorsement removing all coverage, our maximum limit of liability afforded to that person for all coverages will not exceed the limit mandated by the applicable Financial Responsibility Law while that person’s driver’s license is suspended or revoked.

We will use regular mail to transmit such notice. The mailing of the notice shall be sufficient proof that notice was given.

Automatic Cancellation.
If you obtain other insurance on your auto, any similar coverage provided by this policy will terminate on the effective date of the other insurance.

Return of Unearned Premium. If you cancel, premium will be earned on a pro-rata basis. If we cancel, premium will be earned on a pro-rata basis. Any unearned premium may be returned at the time we cancel or within a reasonable time thereafter. Delay in the return of unearned premium does not affect the cancellation.

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

10. Membership
Payment of the Farm Bureau membership dues, which is not premium, entitles the first person listed as Named Insured on the Automobile Declaration Page(s) to insure one or more vehicles for any applicable coverage, and to insurance for any other coverage for which said fees were paid so long as:

a. this company continues to write such coverages;
b. the vehicle to be insured meets the eligibility requirements of the company; and
c. the insured remains a risk desirable to the company.

In Witness Whereof, the Farm Bureau Town & Country Insurance Company of Missouri has caused this policy to be signed by its President and Secretary at Jefferson City, Missouri.
1. 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.

2. Limitations of Coverage:

The Act contains various exclusions, conditions and limitations that govern a claimant’s eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of this Act:

a. claims covered by the Association do not include a claim by or against an “insured” of an insolvent insurer, if that “insured” has a net worth of more than $25 million on the later of the end of the insured’s most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer.

b. 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:
   1) pay an amount in excess of the applicable limit of liability of the policy from which a claim arises, or
   2) return any unearned premium to an “insured” in excess of $25,000.

These limitations have no effect on the coverage we will provide under this policy. All other provisions of this policy apply.

ENDORSEMENT SECTION

The following endorsements are optional coverages and only those endorsements shown on the Automobile Declaration Page(s) of your policy apply to this policy. All definitions, duties, exclusions, limitations, general agreements, and conditions in the policy apply unless specifically modified by the language in the endorsement.

LOSS TO PERSONAL PROPERTY

The coverage provided by this endorsement applies only if LOSS TO PERSONAL PROPERTY is shown on the Automobile Declaration Page(s) and the appropriate premium is paid. We will pay up to the amount shown on the Automobile Declaration Page(s), minus a $25.00 deductible per loss for all sudden, accidental and direct loss to personal property and effects in your auto, a newly acquired auto or temporary substitute auto. The amount payable will not exceed the fair market value of the damaged, destroyed or stolen property immediately prior to the loss.

EXCLUSIONS

This coverage will not apply:

1. to theft committed by, or with the knowledge of, any insured as defined in Part D-Coverage for Damage to Your Auto.

2. to theft of or loss to:
   a. any electronic equipment that receives, sends, displays, transmits or stores signals, sound, data, images or other media and powered by electricity, battery, or solar sources. This includes, but is not limited to:
      1) AM, FM or Satellite radios and stereos;
      2) tape, cartridge, flash drive or compact disc players; or
      3) MP3 players, iPods, or other types of sound devices.
   b. any other electronic equipment that receives or transmits audio, visual or data signals including, but not limited to:
      1) all personal media devices;
      2) GPS and all other navigational equipment;
      3) personal handheld video game systems;
      4) digital video players;
5) LCD monitors;
6) DVD and Blu-ray devices;
7) citizens band and amateur radios;
8) telephones;
9) two-way mobile radios;
10) scanning monitors;
11) television monitor receivers;
12) video recorders;
13) audio recorders; or
14) personal computers.

c. tapes, records, discs, flash drives, game cartridges, cards, chips or other media
used with equipment described in 2. a. or b. above; or

d. any other accessories used with equipment described in 2 a. or b. above.

3. to theft of any property used or intended for use in any trade, occupation, vocation
or business.
4. to theft loss unless you or your representative have reported the theft loss to the
proper police authorities having jurisdiction at the location where the theft occurred.

COMBINED SINGLE LIMIT LIABILITY

The coverage provided by this endorsement applies only if COMBINED SINGLE LIMIT
LIABILITY is shown on the Automobile Declaration Page(s) and the appropriate premium
has been paid.

The first paragraph of the Limits of Liability section of Part A - Liability Coverage is
replaced by the following:

The Limit of Liability shown on the Automobile Declaration Page(s) for this coverage is
our maximum Limit of Liability for all damages, including damages for care and loss of
services, arising out of and due to bodily injury to all persons and property damage
to all property, resulting from any one automobile accident.

ACCIDENTAL DEATH BENEFITS

You have this coverage if ACCIDENTAL DEATH BENEFITS is shown on the Automobile
Declaration Page(s) and the appropriate premium is paid.

If you are a person, we will pay the applicable amount shown on the Automobile
Declaration Page(s) for accidental death to you, your spouse or your family member. If
you are not a person, we will pay the applicable amount shown on the Automobile
Declaration Page(s) for accidental death to any person listed as Designated
Representative on the Automobile Declaration Page(s). This amount is payable upon proof
of death which occurs within sixty (60) days of the date of the covered accident.

This accident must:
1. be the direct cause of internal or external bodily injury, and
2. be the sole cause of the death, and
3. result while:
   a. operating;
   b. occupying;
   c. repairing, servicing, or maintaining;
   d. being injured while on a bicycle or as a pedestrian by an auto, trailer,
      motorcycle, or truck-tractor designed to pull a trailer or semi-trailer.
If you are an entity other than a person, Number 3. above is amended to read:
3. result while:
   a. operating;
   b. occupying;
   c. repairing, servicing, or maintaining;
   your auto, a temporary substitute auto, newly acquired auto or your trailer; or

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d. being injured while on a bicycle or as a pedestrian by an auto, trailer, motorcycle, or truck-tractor designed to pull a trailer or semi-trailer.

LIMIT OF LIABILITY

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

1. persons insured;
2. claims made;
3. vehicles or premiums shown on the Automobile Declaration Page(s);
4. vehicles involved in the accident; or
5. policies issued by us.

ADDITIONAL EXCLUSIONS

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

- intentional or voluntary gas poisoning or asphyxiation;
- discharge of a nuclear weapon (even if accidental);
- war, declared or undeclared, or any act incident thereto;
- riot or civil commotion;
- civil war;
- insurrection;
- rebellion or revolution;
- suicide, while sane;
- insured or covered person committing a felonious act;
- resisting arrest or fleeing from justice;
- occupying any vehicle designed for racing or any vehicle while competing in, or practicing or preparing for, any racing or speed contest or other competitive event. Competitive event does not mean participating in a parade or car show.
- testing any vehicle on any track or speedway or while riding on a motorcycle;
- engaged as a mechanic or serviceman while:
  - towing;
  - pushing;
  - working on;
  - repairing;
  - overhauling; or
  - testing a vehicle;
- engaged as an employee or volunteer of any police or fire department while on duty;
- in military, naval, marine, air, or any other armed service of any country at war, whether such war be declared or undeclared; or
- transmission of a communicable disease.
- operation of a motor vehicle by the deceased with illegal drugs present in their system or with their blood alcohol exceeding the state’s legal limit where the accident occurred, at the time of the accident.

CONDITIONS

This insurance becomes effective on the date shown on the Automobile Declaration Page and for such terms thereafter, as the required renewal premium is paid on or before expiration of the current term and accepted by us.

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

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

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

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

The insurance provided by this endorsement will terminate upon:

1. your failure to pay the premium when due; or
2. termination of the automobile policy issued by us.

Provided, however, that in the event of termination under 2. of this paragraph, this insurance will terminate and the unearned premium, computed pro rata, will be returned.

EMPLOYER'S NON-OWNER LIABILITY

You have this coverage if EMPLOYER'S NON-OWNER LIABILITY is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

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

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

DISABILITY INCOME

You have this coverage if DISABILITY INCOME is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

We will pay you, your spouse or your family member Disability Income when you, your spouse or your family member sustains bodily injury caused by accident while occupying your auto, a newly acquired auto, temporary substitute auto, non-owned auto or trailer or through being struck by a motor vehicle or trailer.

We will pay any other person Disability Income who sustains bodily injury while occupying:

1. your auto, a newly acquired auto, temporary substitute auto or trailer, provided it is being used by you, your spouse, your family member or someone with the permission of you, your spouse or your family member; or
2. a non-owned auto provided the non-owned auto is being used by you, your spouse or your family member.

It is agreed that this coverage will:
1. begin fifteen (15) days after a covered accident;
2. continue uninterrupted for as long as the injured person is continuously totally disabled; and
3. terminate not later than:
   a. one (1) year and fourteen (14) days after the date of the accident; or
   b. at death;
   whichever comes first.

LIMIT OF LIABILITY
The Limit of Liability for this coverage for a wage earner is eighty-five (85) percent of the loss of income of that wage earner, not to exceed $800 per month, with total payments for loss of income not to exceed $9,600.

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

The Limit of Liability applies separately for Disability Income to each person who sustains bodily injury resulting from any accident covered by this endorsement.

ADDITIONAL DEFINITIONS
Continuously totally disabled means disability which prevents the injured persons from performing any duties required by their occupations.

Income means:
1. salary;
2. commissions;
3. professional fees;
4. net profits from an individually owned business; or
5. adjusted gross income from a farm.

EXCLUSIONS
Coverage does not apply under this endorsement to bodily injury:
1. sustained by anyone while occupying:
   a. an auto owned by you or any of your family members used as a public or livery conveyance;
   b. any vehicle while located as a residence or premises; or
   c. any vehicle including, but not limited to, a motorcycle, motorized scooter, motorized bicycle, go-cart, dune buggy, moped, mini bike, utility bike, pocket rocket, motorized mini truck, mini car, mini utility vehicle, recreational vehicle, all terrain vehicle, snowmobile, or any other similar vehicle.
2. sustained by you, your spouse or any of your family members:
   a. while occupying an auto owned by or furnished for the regular use of you, your spouse or any of your family members, other than your auto, a newly acquired auto, temporary substitute auto, non-owned auto or trailer;
   b. while occupying or through being struck by:
      1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
      2) a vehicle operated on rails or crawler treads.
3) sustained by any person other than you, your spouse or your family member resulting from use of:
   a. any auto in the auto business; or
   b. any auto used as a public or livery conveyance;
c. any auto used in any trade, occupation, vocation or business, except
operation or occupancy of a private passenger auto by you or by your
private chauffeur or domestic servant; or
d. a trailer used with any vehicle identified in 1., 2., or 3.

due to war.

5. to any person if such person's conduct contributed to the bodily injury in any of
the following ways:

a. causing injury intentionally;
b. operating a motor vehicle with illegal drugs present in their system, or any
person whose blood alcohol exceeded the State's legal limit where the accident
occurred, while the person was driving or operating the vehicle involved in the
accident.
c. using a motor vehicle outside the scope of consent of the owner of the vehicle.
d. operating a motor vehicle without an operator's license, or after suspension or
revocation of their license;
e. operating a motor vehicle upon a bet or wager or in a race, speed contest or
other competitive event; competitive event does not mean participating in a parade
or car show;
f. seeking to elude lawful apprehension or arrest by a police officer;
g. committing a felonious act; or

6. resulting by any occupant or driver of any other vehicle involved in an accident
with a vehicle insured under this endorsement.

7. resulting from any actual, alleged, threatened or adjudicated sexual abuse,
harassment, molestation, or relations.

8. from any actual, alleged, threatened or adjudicated bodily injury resulting from
physical, mental or emotional injury or damage including, but not limited to, that
derived from abuse, harassment, belittlement, disparagement, revilement,
castigation, chastisement, criticism, perversion, maltreatment, desecration,
vexation, torment, torture, devilmint or bullying, whether through physical, verbal,
Imaged, texted, electronically transmitted, telephonic, or any other means.

MEDICAL REPORTS – PROOF AND PAYMENT OF CLAIM
As soon as practicable, the injured person or someone on his or her behalf will give to us
written proof of claim. Any person who makes a claim under this coverage must, as a
condition of payment:

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

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

CONDITIONS OF PAYMENT
We may, at our option, pay the benefits under this policy to any of the following persons:
wife, husband, mother, father, child, or children of the deceased or to the executor or
administrator of the estate. Payment to any one of the above named will, to the extent
thereof, release us from all further liability.

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

OTHER INSURANCE
Insurance afforded under Disability Income will be excess insurance over any benefits the
INJURED PERSON has the right to receive under any Workers' Compensation Law. Workers' compensation benefits will be deducted from the gross total loss of INCOME. Of the remaining loss of INCOME, 85% will be payable under Disability Income, subject to the limitations stated above.

Insurance afforded under Disability Income for PERSONS, other than YOU, YOUR SPOUSE and any of your family members, injured while occupying your auto, a newly acquired auto, temporary substitute auto, non-owned auto or trailer will be excess over any other valid and collectible individual, group, blanket, or franchise insurance; Blue Cross/Blue Shield and any other prepayment coverage; any governmental program providing benefits afforded under Disability Income; benefits received under any Workers' Compensation Law; or automobile disability benefits.

Insurance afforded under Disability Income for YOU, YOUR SPOUSE and any of your family members injured while occupying a temporary substitute auto or a non-owned auto will be excess over any other valid and collectible automobile disability loss of INCOME insurance.

If the Disability Income afforded hereunder is concurrent with like insurance afforded by any other automobile policy issued to YOU by US, the total liability of US under all such policies will not exceed the highest applicable Limit of Liability under any one such policy.

TRANSPORTATION AND TRAVEL EXPENSES

You have this coverage if TRANSPORTATION AND TRAVEL EXPENSES is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

Coverage is provided for a LOSS that renders a covered vehicle unsafe to drive. WE will pay covered losses without application of a deductible, up to the per day limit shown on the Automobile Declaration Page(s), not to exceed the maximum per occurrence amount shown on the Automobile Declaration, for:

1. temporary transportation, meals, and lodging expenses actually incurred by YOU, or a PERSON listed as Designated Representative on the Automobile Declaration Page(s), in the event of a covered LOSS to YOUR AUTO, NEWLY ACQUIRED AUTO, TEMPORARY SUBSTITUTE AUTO, NON-OWNED AUTO or your TRAILER. WE will pay for such expenses if the LOSS is caused by:
   a. OTHER THAN COLLISION LOSSES only if the Automobile Declaration Page(s) indicates that Other Than Collision coverage is provided for your auto; or
   b. COLLISION LOSSES only if the Automobile Declaration Page(s) indicates that Collision coverage is provided for your auto.

2. loss of use expenses for which YOU, or the first PERSON listed as Designated Representative on the Automobile Declaration Page(s) become legally responsible in the event of a covered LOSS to a NON-OWNED AUTO. WE will pay for loss of use expense if the LOSS is caused by:
   a. OTHER THAN COLLISION LOSSES only if the Automobile Declaration Page(s) indicates that Other Than Collision coverage is provided for your auto; or
   b. COLLISION LOSSES only if the Automobile Declaration Page(s) indicates that Collision coverage is provided for your auto.

LIMIT OF LIABILITY

WE will not pay more than:

1. the per day limit of liability shown on the Automobile Declaration Page(s) for this coverage, for the expenses incurred on any one day for a covered LOSS;
2. the per occurrence limit of liability shown on the Automobile Declaration Page(s) for Transportation and Travel Expenses for any one covered LOSS;
3. a reasonable amount, not to exceed the per day limit shown on the Automobile Declaration Page(s), for a temporary replacement vehicle of a similar size and quality as your auto;
4. for the period of time required to REPAIR your auto, TEMPORARY SUBSTITUTE AUTO, newly acquired auto or a non-owned auto, or for the period of time following a covered loss until WE make an offer to pay the actual cash value of such auto in the

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event it is deemed by us to be a total loss; or

5. the actual amount incurred, over and above normal expenses, for meals, lodging, and travel required to return home following a covered loss to a covered auto that renders the auto unsafe to drive.

**INCREASED LIMITS POLLUTION**

You have this coverage if INCREASED LIMITS POLLUTION is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

**LIMIT OF LIABILITY**

The Limit of Liability section of “Part A” (Liability Coverage) is amended as follows:

Item #5 in the Limits of Liability section is deleted and replaced with the following:

5. Our Limit of Liability for all damages, including clean-up, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water will not exceed $100,000 for all persons and property damage resulting from any one accident. This provision will not increase our total Limit of Liability.

**REDUCING DEDUCTIBLE**

You have this coverage if REDUCING DEDUCTIBLE is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

In the event the Automobile Declaration Page(s) shows REDUCING DEDUCTIBLE the following provision applies:

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

Payment under “Part C” (Uninsured Motor Vehicle Coverage) or Underinsured Motor Vehicle coverage will not be considered a claim payment with respect to the threshold provisions of this endorsement.

**EMERGENCY ROAD SERVICE**

You have this coverage if EMERGENCY ROAD SERVICE is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

We will pay the reasonable cost up to the limit of coverage for Emergency Road Service shown on the Automobile Declaration Page(s) for expenses you incur for your auto, temporary substitute auto, newly acquired auto or a non-owned auto that is disabled and in the possession of or being operated by you, your spouse, your family member, or the person(s) listed as Designated Representative on the Automobile Declaration Page(s) for:

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

The most we will pay for any one disablement is one towing and labor charge not to exceed the limit shown for this coverage on the Declaration Page(s).

UNDERINSURED MOTOR VEHICLE

You have this coverage if UNDERINSURED MOTOR VEHICLE coverage is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

Subject to the terms stated in the Limits of Liability section of this Endorsement, we will pay damages for bodily injury an insured is legally entitled to collect from the owner or operator of an underinsured motor vehicle. The bodily injury must be sustained by an insured and caused by an accident arising out of the use of an underinsured motor vehicle.

THERE IS NO COVERAGE UNTIL THE LIMITS OF LIABILITY OF ALL BODILY INJURY LIABILITY BONDS AND POLICIES THAT APPLY HAVE BEEN USED UP BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

Underinsured Motor Vehicle – means a land motor vehicle:
1. the ownership, maintenance or use of which is insured or bonded for bodily injury liability at the time of the accident; and
2. whose limits of liability for bodily injury liability is less than the amount of the insured's limit of liability for this coverage.

An underinsured motor vehicle does not include a land motor vehicle:
1. insured under the liability coverage of this policy or any other policy issued by us;
2. furnished or available for the regular use of you, your spouse, your family member(s), or any person listed as Designated Representative on the Automobile Declaration Page(s), their spouse or their family member(s), or any scheduled operator listed on the Automobile Declaration Page(s), their spouse or their family member(s);
3. owned by any government or any of its political subdivisions or agencies;
4. while located for use as a residence or premises;
5. designed for use mainly off public roads except while on public roads;
6. defined as an "uninsured motor vehicle" in your policy;
7. operated on rails or crawler treads; or
8. owned or operated by a person, organization, or other entity, qualifying as a self-insurer under any applicable motor vehicle law, financial responsibility law or any similar law.

Who Is An Insured

Insured means:
1. If the first party listed as the Named Insured on the Automobile Declaration Page(s) is a person, then that person is an insured, as well as:
   A. his/her spouse;
   B. his/her family member(s), except that any of his/her family members who owns or leases an auto is only considered to be an insured while occupying your auto, a temporary substitute auto, a newly acquired auto or trailer attached to one of these autos;
2. If the first Named Insured on the Automobile Declaration Page(s) is not a person, the first person listed as Designated Representative on the Automobile Declaration Page(s) is an insured, as well as:
A. his/her spouse;
B. his/her family member(s), except that any such family members who owns or leases an auto is only considered to be an insured while occupying your auto, a temporary substitute auto, a newly acquired auto or trailer attached to one of these autos.

3. Any other person while occupying:
   a. your auto, a temporary substitute auto, a newly acquired auto or trailer attached to such auto. Such vehicle has to be used within the scope of the consent of the first person listed as Named Insured on the Automobile Declaration Page(s) or their spouse. If the first person listed as the Named Insured is not a person, then such vehicle has to be used within the scope of the consent of the first person listed as Designated Representative on the Automobile Declaration Page(s) or their spouse; or
   b. an auto not owned or leased by any of the insureds identified in #’s 1., 2., or 3.a. above, or any person(s) listed as Designated Representative on the Automobile Declaration Page(s) or any of their family members, or any person shown as Scheduled Operators on the Automobile Declaration Page(s), or a trailer attached to such auto. Such auto has to be driven by the first person listed as Named Insured on the Automobile Declaration Page(s) or that person’s spouse, and within the scope of the owner’s consent. If the first Named Insured is not a person, then such auto has to be driven by the first person listed as Designated Representative on the Automobile Declaration Page(s) or that person’s spouse, and within the scope of the owner’s consent. Such other person occupying a vehicle used to carry persons for a charge is not an insured. This does not apply to a share-the-expense car pool.

4. Any person entitled to recover damages because of bodily injury to an insured under 1 through 3 above.

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

Consent to Be Bound
We are not bound by any judgment against any person or organization without our written consent.

Limits of Liability
1. We do not pay the limit of Underinsured Motor Vehicle coverage reflected on the Automobile Declaration Page(s). Rather, we only will pay up to the difference between the amount recovered from the liability insurer(s) of the underinsured motor vehicle or operator and the limit of Underinsured Motor Vehicle coverage reflected on the Automobile Declaration(s). Subject to the terms of paragraph 6, below, the amount of coverage under “Each Person” is the coverage for all damages, including damages for care and loss of services, consortium or death arising out of and due to bodily injury to one person. Under “Each Accident” is the coverage, subject to the amount shown under “Each Person”, for all such damages arising out of and due to bodily injury to two or more persons in the same accident.

2. Regardless of the limits of Underinsured Motor Vehicle coverage stated on the Automobile Declaration Page(s), the limits of Underinsured Motor Vehicle coverage will not exceed $50,000 per person and $100,000 per accident for:
   a. any person other than you, your spouse, your family member(s), or any scheduled operator listed on the Automobile Declaration Page(s), their spouse or their family member(s), using your auto, a newly acquired auto, temporary substitute auto, non-owned auto or trailer to which this coverage applies.
   3. Any amount payable under this coverage shall be reduced by any amount paid or payable to or for the insured under any workers’ compensation, disability benefits, or similar law.
   4. Any payment made to a person under this coverage shall reduce any amount
payable to that person under the bodily injury liability coverage.

5. Subject to the provisions of paragraphs 2 and 6 of this section entitled “Limits of Liability”, the applicable limit of liability is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

a. Insureds;

b. Claims made;

c. Vehicles or premiums shown on the Automobile Declaration Page(s);

d. Vehicles involved in the accident;

e. Applicable insurance policies or bonds.

The applicable limit of liability shall be reduced by all sums paid or payable to the insured making the claim because of bodily injury sustained by, or on behalf of, all persons or organizations who are or may be legally responsible. This includes all sums paid under part A of this policy.

6. Regardless of the limits of Underinsured Motor Vehicle coverage stated on the Automobile Declaration Page(s), the most we pay will be the difference between the amount of the insured's limit of liability for this coverage and the amount paid to the insured by, or on behalf of, all persons or organizations who are or may be legally responsible for the bodily injury.

7. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by, or on behalf of, persons or organizations who may be legally responsible.

8. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A - Liability Coverage, Part B - Medical Payments Coverage, or Part C - Uninsured Motor Vehicle Coverage of this policy.

Exclusions

THERE IS NO COVERAGE UNDER UNDERINSURED MOTOR VEHICLE COVERAGE:

1. For any insured who, without our written consent, settles with any person or organization who may be liable for the bodily injury and thereby impairs our right to recover our payments.

2. For damages sustained by any insured if benefits are:

   a. payable to, or on behalf of, such insured under any workers compensation law or similar law as a result of the same accident, or

   b. required by any workers compensation law or similar law to be provided to, or on behalf of, such insured as a result of the same accident.

3. For punitive or exemplary damages.

4. For bodily injury to any insured if an insured's conduct contributed to the bodily injury by seeking to elude lawful apprehension, arrest by a police officer, or while committing a felony.

5. For bodily injury which arises out of the transmission of a communicable disease to any insured.

6. For bodily injury sustained while occupying any vehicle designed for racing or any vehicle while:

   a. competing in; or

   b. practicing or preparing for;

   any racing or speed contest or competitive event. Competitive event does not include participation in a parade or car show.

7. While occupying a motor vehicle owned or leased by you, your spouse, your family member(s), or any person listed as Designated Representative on the Automobile Declaration Page(s), their spouse or their family member(s), or any scheduled operator listed on the Automobile Declaration Page(s), their spouse or their family member(s), if it is not insured for this coverage;

8. For bodily injury from being struck by a motor vehicle owned or leased by you, your spouse, your family member(s), or any person listed as Designated Representative on the Automobile Declaration Page(s), their spouse or family member(s), or any scheduled operator listed on the Automobile Declaration Page(s), their spouse or their family member(s);
9. While occupying your auto, a non-owned auto, a newly acquired auto, temporary substitute auto or trailer when it is being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.

10. For bodily injury resulting from any actual, alleged, threatened or adjudicated sexual abuse, harassment, molestation, or relations.

11. For any actual, alleged, threatened or adjudicated bodily injury resulting from physical, mental or emotional injury or damage including, but not limited to, that derived from abuse, harassment, belittlement, disparagement, revilement, castigation, chastisement, criticism, perversion, maltreatment, desecration, vexation, torment, torture, devilment or bullying, whether through physical, verbal, imaged, texted, electronically transmitted, telephonic, or any other means.

If There Is Other Underinsured Motor Vehicle Coverage

Subject to the terms of the section titled “Limits of Liability” in this endorsement, if this policy and any other auto insurance policy issued by us to you, your spouse, your family member(s), any person listed as Designated Representative on the Automobile Declaration Page(s), their spouse or their family member(s), or any scheduled operator listed on the Automobile Declaration Page(s), their spouse or their family member(s), apply to the same accident, the maximum limit of our liability under all policies will not exceed the highest applicable limit under any one policy.

Subject to the provisions of the preceding paragraph of this section, if there is other underinsured motor vehicle coverage available under one or more policies of insurance issued by an insurance company other than us, the following applies:

1. If the insured sustains bodily injury while on a bicycle or as a pedestrian and other underinsured motor vehicle coverage applies:
   a. the total limits of liability under all such coverages shall not exceed that of the coverage with the highest limit of liability; and
   b. we are liable only for our share. Our share is that percent of the damages that the limit of liability of this coverage bears to the total of all underinsured motor vehicle coverage applicable to the accident.

2. If the insured sustains bodily injury while occupying your auto and your auto is described on the declarations page of another policy providing underinsured motor vehicle coverage:
   a. the total limits of liability under all such coverages shall not exceed that of the coverage with the highest limit of liability; and
   b. we are liable only for our share. Our share is that percent of the damages that the limit of liability of this coverage bears to the total of all such underinsured motor vehicle coverage applicable to the accident.

3. If the insured sustains bodily injury while occupying a vehicle not owned or leased by you, your spouse, your family member(s), any person listed as Designated Representative on the Automobile Declaration Page(s), their spouse or their family member(s), or any scheduled operator listed on the Automobile Declaration Page(s), their spouse or their family member(s), this coverage applies as excess to any underinsured motor vehicle coverage issued by another insurer which applies to the vehicle as primary coverage, but only in the amount by which it exceeds the primary coverage.

If coverage under more than one policy applies as excess:
   a. the total limit of liability shall not exceed the difference between the limit of liability of the coverage that applies as primary and the highest limit of liability of any one of the coverages that apply as excess; and
   b. we are liable only for our share. Our share is that percent of the damages that the limit of liability of this coverage bears to the total of all underinsured motor vehicle coverage applicable as excess to the accident.

4. This coverage does not apply if there is other underinsured motor vehicle coverage on a newly acquired auto.

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

Both parties must agree to arbitration. If so agreed, each party will select an
arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30)
days, either may request that selection be made by a judge of a court having
jurisdiction.

2. Each party will:
   a. pay the expenses it incurs; and
   b. bear the expenses of the third arbitrator equally.

3. Unless both parties agree otherwise, arbitration will take place in the county in
   which the Named Insured lives. Local rules of law as to procedure and evidence will
   apply. A decision agreed to by two of the arbitrators will be binding as to:
   a. whether the insured is legally entitled to recover damages; and
   b. the amount of damages. This applies only if the amount does not exceed the
      minimum limit for bodily injury liability specified by the applicable Financial
      Responsibility Law of the state in which your covered auto is principally
      garaged. If the amount exceeds that limit, either party may demand the right to a
      trial. This demand must be made within sixty (60) days of the arbitrators’
      decision. If this demand is not made, the amount of damages agreed to by the
      arbitrators will be binding on that insured and us.

Additional Duties
A person seeking coverage under this endorsement must also promptly;
1. send us copies of all legal papers including a lawsuit against the alleged operator of
   the underinsured motor vehicle if a suit is brought, and
2. notify us in writing of a tentative settlement between the insured and the insurer of
   the underinsured motor vehicle and allow us thirty (30) days to advance payment to
   that insured in an amount equal to the tentative settlement to preserve our
   rights against the insurer, owner or operator of such underinsured motor vehicle.

Conditions
The following is added to the Our Right To Recover Payment provision in Conditions
section of the Policy:
Our Right to Recover Payment
Our right to recover payment does not apply with respect to Underinsured Motor Vehicle
coverage if we:
1. have been given prompt written notice of a tentative settlement between an
   insured and the insurer of an underinsured motor vehicle; and
2. fail to advance payment to the insured in an amount equal to the tentative
   settlement within thirty (30) days after receipt of notification.
If we advance payment to the insured in an amount equal to the tentative settlement within
thirty (30) days after receipt of notification:
1. that payment will be separate from any amount the insured is entitled to recover
   under the provisions of Underinsured Motor Vehicle coverage; and
2. we also have a right to recover the advanced payment.

ELECTRONIC EQUIPMENT
You have this coverage if ELECTRONIC EQUIPMENT is shown on the Automobile
Declaration Page(s) and the appropriate premium is paid.

Exclusion (7) of the section entitled When Part D Coverage for Damage to Your Auto
Does Not Apply, in PART D - COVERAGE FOR DAMAGE TO YOUR AUTO, does not
apply to coverage provided by this endorsement. All other definitions, exclusions and
provisions in PART D - COVERAGE FOR DAMAGE TO YOUR AUTO do apply.

We will pay, without application of a deductible, for loss to which this endorsement applies to any electronic equipment that receives or transmits audio, visual or data signals, or is designed solely for the reproduction of sound.

This coverage applies only if:

1. the electronic equipment is permanently installed in your auto or a newly acquired auto; or
2. the equipment is:
   a. removable from a housing unit which is permanently installed in your auto or a newly acquired auto;
   b. designed to be solely operated by the power from your auto's or a newly acquired auto's electrical system; and
   c. in your auto or a newly acquired auto; at the time of the loss.

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

A. any accessories used with such electronic equipment: and
B. tapes, records, discs, flash drives, game cartridges, cards, chips or other media used with the equipment if they are:
   a. your property, the property of the first person listed as Designated Representative on the Automobile Declaration Page(s), or that of a family member of you or the first person listed as Designated Representative on the Automobile Declaration Page(s); and
   b. in your auto or a newly acquired auto at the time of the loss.

ADDITIONAL EXCLUSIONS

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

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

LIMIT OF LIABILITY

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

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

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

ADDITIONAL INSURED - LESSOR

You have this coverage if an ADDITIONAL INSURED - LESSOR is shown on the Automobile Declaration Page(s).

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

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

2. your leased auto means:
   a. the vehicle shown on the Automobile Declaration Page(s) which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor; and
   b. any substitute or replacement auto furnished to you by the lessor named on the Automobile Declaration Page(s).

3. we may cancel this policy at any time, as provided by the terms of this policy. In the event the policy should expire and not be renewed, or is canceled for any reason, the Additional Insured - Lessor named on the Automobile Declaration Page(s) will be given ten (10) days notice before such expiration or cancellations will become effective with respect to the Additional Insured - Lessor's interest.

4. the Additional Insured - Lessor will, on demand, pay any premium due under this policy which you may neglect to pay.

5. the Additional Insured - Lessor must notify us of any change of ownership or increase of hazard of which the have knowledge.

6. the designation of the Lessor as an Additional Insured will not operate to increase our Limits of Liability.

SNOWMOBILE

You have this coverage if SNOWMOBILE is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

DEFINITIONS
When referring to coverage for a snowmobile shown on the Automobile Declaration Page(s):

Auto or Automobile - means snowmobile.

Newly Acquired Auto - -- means an auto to which you have taken title to or are the leaseholder of, if it:
   1. replaces your auto; or
   2. is an added private passenger auto and we insured all other private passenger autos;

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

Private passenger auto - means a factory built snowmobile designed solely to carry a person(s). This does not include industrial or commercial type snow equipment. This does not include rental equipment or equipment provided by retail, outfitters or guide operations. This does not include any homemade or altered snowmobiles.

Snowmobile - means a land motor vehicle mechanically driven which utilizes sled type runners, or skis, or an endless belt tread, track or wheel(s), or combination of these, designed primarily for operation off public roads on snow or ice. Snowmobile does not include any vehicle propelled by propellers, fans, or forced air.
Trailer - means a vehicle of a type designed to be towed by a snowmobile. It does not include a device designed or used to transport a snowmobile.

PART A - LIABILITY COVERAGE
When referring to coverage for a snowmobile shown on the Automobile Declaration Page(s):

The following exclusions are added to:

When Part A – Liability Coverage Does Not Apply
There is no coverage:

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

PART B – MEDICAL PAYMENTS COVERAGE
When referring to coverage for a snowmobile shown on the Automobile Declaration Page(s):

The following exclusion is added to:

When Part B - Medical Payments Coverage Does Not Apply
There is no coverage:

- For any snowmobile while rented or leased to any insured or organization other than you.

PART C – UNINSURED MOTOR VEHICLE COVERAGE
The paragraph beginning: “An uninsured motor vehicle does not include a land motor vehicle” is amended as follows:

An uninsured motor vehicle does not include a vehicle:

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

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO
When referring to coverage for a snowmobile shown on the Automobile Declaration Page(s), PART D - COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

The following exclusion is added to:

When Coverage for Damage to Your Auto Does Not Apply
There is no coverage for:

- Loss to any snowmobile while rented or leased to any person or organization other than you.

NAMED NON-OWNER COVERAGE

You have this coverage if NAMED NON-OWNER COVERAGE is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

DEFINED WORDS
Non-owned Auto is amended as follows:

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

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

PART A – LIABILITY COVERAGE

Part A - Liability Coverage is amended as follows:

Who is an Insured

When we refer to a newly acquired auto, non-owned auto or trailer to which Part A – Liability applies, insured means:

1. you;
2. your spouse, but only if he/she is named on the Automobile Declaration Page(s).

Limits of Liability

Paragraph number 6. is replaced with the following:

6. Regardless of the opening paragraph under Limits of Liability above and the limits of bodily injury and property damage liability coverage stated in the Automobile Declaration, the limits of liability will not exceed the applicable limit of liability mandated by the Financial Responsibility Law of the State in which the accident occurred for:

a. any person other than:
   1. you;
   2. your spouse, but only if he/she is named on the Automobile Declaration Page(s).

When Part A - Liability Coverage Does Not Apply

Paragraph 1. b. is replaced with the following:

b. being repaired, serviced or used by any person employed or engaged in any way in an auto business. This does not apply to:
   1) you
   2) your spouse, but only if he/she is named on the Automobile Declaration Page(s).

Paragraph 2. a. is amended as follows:

a. to a fellow employee while on the job and arising from the maintenance or use of a vehicle by another employee in the employer’s business. You, and your spouse if he/she is named on the Automobile Declaration Page(s), are covered for such injury to a fellow employee.

Paragraph 2. c. is amended as follows:

c. to any insured to the extent the limits of liability of this policy exceed the limits of liability required by law.

If There Is Other Liability Coverage

Paragraph 1. is amended as follows:

1. Policies issued by us to you, or your spouse if he/she is named on the Automobile Declaration Page(s):
   If two or more vehicle liability policies issued by us to you, or your spouse if he/she is named on the Automobile Declaration Page(s), apply to the same accident, the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability.

PART B - MEDICAL PAYMENTS COVERAGE

Part B - Medical Payments Coverage is amended as follows:

Who is an Insured is replaced with the following:

Insured for purposes of Medical Payment Coverage - means the person or persons covered by the Medical Payments Coverages. This is:

1. You;
2. Your spouse, but only if he/she is named on the Automobile Declaration Page(s).

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

a. while they operate or occupy a vehicle covered under Part A - Liability Coverage of this policy; or

b. through being struck while on a bicycle or as a pedestrian by a motor vehicle or trailer.

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

If There Are Other Medical Payments Coverages

Paragraph 2. is amended as follows:

2. Policies Issued by us to you, or your spouse if he/she is named on the Automobile Declaration Page(s):

If two or more policies issued by us to you, or your spouse if he/she is named on the Automobile Declaration Page(s), provide vehicle medical payments coverage and apply to the same bodily injury sustained:

a. while occupying a non-owned auto or a newly acquired auto; or

b. through being struck by a motor vehicle or trailer while on a bicycle or as a pedestrian,

the total limits of liability under all such policies shall not exceed that of the policy with the highest limit of liability.

When Part B - Medical Payments Coverage Does Not Apply

There is no coverage:

The following paragraphs are amended as follows:

1. While a non-owned auto is used:

a. by any person employed or engaged in any way in an auto business; or

b. in any other business or job other than farming. This does not apply when you, or your spouse if he/she is named on the Automobile Declaration Page(s), is operating or occupying a non-owned auto, newly acquired auto, or trailer.

4. For medical expenses for bodily injury:

a. sustained while occupying or through being struck by a vehicle owned or leased by you, or your spouse if he/she is named on the Automobile Declaration Page(s), which is not insured under this coverage; or

b. to the extent workers' compensation benefits are paid or payable; or

c. sustained by any person, other than you, or your spouse but only if he/she is named on the Automobile Declaration Page(s), while occupying a vehicle:

1) rented to others; or

2) used to carry persons for a charge. This does not apply to a non-owned auto, newly acquired auto, or trailer used on a share expense basis.

PART C – UNINSURED MOTOR VEHICLE COVERAGE

The following portions of Uninsured Motor Vehicle Coverage are amended as follows:

Who is an Insured is amended to read:

Insured – means the person or persons covered by the Uninsured Motor Vehicle coverages. This is:

1. you;

2. your spouse, but only if he/she is named on the Automobile Declaration Page(s).

Limits of Liability

(Paragraph 5 is amended as follows:)

5. Regardless of the limits of Uninsured Motor Vehicle coverage stated in the Automobile Declaration Pages(s), the limits of Uninsured Motor Vehicle coverage will not exceed the applicable limit of Uninsured Motor Vehicle coverage mandated by the Financial Responsibility Law of the state in which the accident occurred for:

A. any person other than you, or your spouse if he/she is named on the
UNDERINSURED MOTOR VEHICLE

If Underinsured Motor Vehicle coverage is shown on the Automobile Declaration Page(s), the following portions of Underinsured Motor Vehicle Coverage is amended as follows:

Who is an Insured

**Insured** means:

1. **you**;
2. **your spouse**, but only if he/she is named on the Automobile Declaration Page(s).

Limits of Liability

(Paragraph 2. is amended as follows:)

2. Regardless of the limits of **Underinsured Motor Vehicle** coverage stated on the Automobile Declaration Page(s), the limits of **Underinsured Motor Vehicle** coverage will not exceed $50,000 per person and $100,000 per accident for:
   any **person** other than **you** or **your spouse** if he/she is named on the Automobile Declaration Page(s).

If There Is Other Underinsured Motor Vehicle Coverage

(The first paragraph is amended as follows:)

If this policy and any other auto insurance policy issued by **us to you**, or **your spouse** if he/she is named on the Automobile Declaration Page(s), apply to the same accident, the maximum limit of **our** liability under all policies will not exceed the highest applicable limit under any one policy.

(The first paragraph of Number 3. is amended as follows:)

3. If the **insured** sustains **bodily injury** while **occupying** a vehicle not owned or leased by **you**, or **your spouse** if he/she is named on the Automobile Declaration Page(s), this coverage applies as excess to any underinsured motor vehicle coverage issued by another insurer which applies to the vehicle as primary coverage, but only in the amount by which it exceeds the primary coverage.

**MISCELLANEOUS TYPE VEHICLE**

**You** have this coverage if MISCCELLANEOUS TYPE VEHICLE is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

DEFINITIONS

When referring to coverage for the MISCCELLANEOUS TYPE VEHICLE shown on the Automobile Declaration Page(s), the following definitions are amended as follows:

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

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

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

1. tell **us** about it within 30 days after its delivery; and

   a. if the **auto** acquired replaces one shown on the Automobile Declaration, it will have the same coverage as the **auto** it replaced; or

   b. if the **auto** or **private passenger auto** acquired is an addition to any shown on the Automobile Declaration, it will have the broadest coverage we now provide for any **auto** shown on the Automobile Declaration, and

2. pay **us** any additional amount due from the date of purchase.

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

1. **you, your spouse, or the person(s)** listed as Designated Representative on the Automobile Declaration Page(s);

2. any **family member** of any of the **persons** identified in 1. above, unless at the time of the accident or **loss**:
   a. the **private passenger auto** or **auto** is or has within the last 30 days been insured for liability coverage; and

   b. **you, your spouse, or the first person** listed as Designated Representative on the Automobile Declaration Page(s), or their **family member** who does not own or lease such **private passenger auto** or **auto** is the driver.

3. any other **person** residing in the same household as **you, your spouse, your family members, any person(s)** listed as Designated Representative on the Automobile Declaration Page(s) or any of their **family members**; or

4. an employer of **you, your spouse, your family members, or the employer** of any of the **persons** listed as Designated Representative on the Automobile Declaration Page(s) or any of their **spouses or family members**.

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

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

**Your Auto** – means the Miscellaneous Type Vehicle shown on the Automobile Declaration Page(s).

**PART A - LIABILITY COVERAGE**

You have **PART A - LIABILITY COVERAGE** for your MISCELLANEOUS TYPE VEHICLE if it is shown on the Automobile Declaration Page(s).

When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the Automobile Declaration Page(s), **PART A - LIABILITY COVERAGE** is amended as follows:

**Who Is an Insured**

The section "When we refer to a non-owned **auto, insured** means:" is amended as follows:

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

1. If the first party listed as the Named Insured on the Automobile Declaration Page(s)
   is a **person**, then that **person** is an **insured**, as well as:

   A. his/her **spouse**;

   B. his/her **family members**, provided the **person** claiming coverage does not own or lease a **private passenger auto** or **auto** and such family member's use of the non-owned **auto** is within the scope of consent of the first **person** listed as the Named Insured on the Automobile Declaration Page(s) or their **spouse**, and the owner of such **auto**.

2. If the first party listed as the Named Insured on the Automobile Declaration Page(s)
   is not a **person**, the first **person** listed as Designated Representative on the Automobile Declaration Page(s) is an **insured**, as well as;
A. his/her 
B. his/her 

2664 spouse;

family members, provided the person claiming coverage does not own
or lease a private passenger auto or an auto and such family member's use of
the non-owned auto is within the scope of consent of the first person listed as

Designated Representative on the Automobile Declaration Page(s) and the owner

of such auto.

2669
A. his/her 

2670 spouse;

family members, provided the person claiming coverage does not own
or lease a private passenger auto or an auto and such family member's use of
the non-owned auto is within the scope of consent of the first person listed as

Designated Representative on the Automobile Declaration Page(s) and the owner

of such auto.

3. Any person or organization which does not own or hire the non-owned auto but is

liable for its use by one of the persons or entities in 1. or 2. above, provided the use

of such non-owned auto is within the scope of consent of one of the persons in 1. or

2. above, and the owner of such auto.

2673
There is no coverage for non-owned autos while:

2674 a. being repaired, serviced or used by any person while that person is working in

any auto business; or

b. used in any other business or occupation other than farming. This does not

apply to a private passenger auto driven or occupied by the first person listed as

the Named Insured on the Automobile Declaration Page(s) or the first person listed

as Designated Representative on the Automobile Declaration Page(s), their

spouse or their family members.

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When Part A – Liability Coverage Does Not Apply

In addition to the limitations of coverage stated in other parts of Part A – Liability Coverage,
Paragraph 3. under the section titled “When Part A – Liability Coverage Does Not Apply is
amended as follows:

There is no coverage:

3. For any damages:

a. for which the United States of America, or State Government, or State

Institution, or State Entity, or any of their departments or agencies might be liable

for the insured's use of any vehicle.

b. to property owned by, rented to, in charge of or transported by an insured. But

coverage applies to:

1) a rented residence or rented private garage damaged by a vehicle we insure

on this policy; or

2) a private passenger auto or auto:

a. operated by any insured; and

b. owned by a person or organization engaged in the business of selling,

repairing or servicing motor vehicles; and

2691 c. loaned to any insured for demonstration purposes or as a replacement for

your auto while it is out of use due to breakdown, repair or servicing.

2697

PART B - MEDICAL PAYMENTS COVERAGE

You have PART B – MEDICAL PAYMENTS COVERAGE if it is shown on the Automobile
Declaration Page(s).

When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the
Automobile Declaration Page(s) PART B – MEDICAL PAYMENTS COVERAGE is
amended as follows:

When Part B – Medical Payments Coverage Does Not Apply

There is no coverage:

2. While occupying or through being struck by any motor vehicle or trailer:

a. designed mainly for use off public roads while off public roads; or

b. located for use as a residence or premises; or

c. that runs on rails or crawler treads.
PART C – UNINSURED MOTOR VEHICLE COVERAGE

When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the Automobile Declaration Page(s) PART C – UNINSURED MOTOR VEHICLE COVERAGE is amended as follows:

Who Is an Insured

Insured – means the person or persons covered by the Uninsured Motor Vehicle coverages.

This is:

1. the first person listed as the Named Insured on the Automobile Declaration Page(s) and the first person listed as Designated Representative on the Automobile Declaration Page(s);

2. the spouse of the person identified in 1. above;

3. the family members of the person identified in 1. above except that any of these family members who own or lease an auto or motor vehicle that falls under the Financial Responsibility Laws is only considered to be an insured while occupying your auto, a temporary substitute auto, a newly acquired auto or your trailer;

4. any other person while occupying:
   a. your auto, a temporary substitute auto, a newly acquired auto or trailer attached to such auto. Such vehicle has to be used within the scope of the consent of you, your spouse, the first person listed as Designated Representative on the Automobile Declaration Page(s) or their spouse; or
   b. a private passenger auto or an auto not owned or leased by you or the first person listed as Designated Representative on the Automobile Declaration Page(s), your spouse or your family member, or the spouse or family member of the first person listed as Designated Representative on Automobile Declaration Page(s), or a trailer attached to such an auto. It has to be driven by the first person listed as the Named Insured on the Automobile Declaration Page(s) or that person’s spouse or by the first person listed as the Designated Representative on the Automobile Declaration Page(s) or their spouse, and within the scope of the owner’s consent.

Such other person occupying a vehicle used to carry persons for a charge is not an insured. This does not apply to a private passenger auto used in a share-the-expense car pool.

5. any person entitled to recover damages because of bodily injury to an insured under 1 through 4 above.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

When referring to coverage for the MISCELLANEOUS TYPE VEHICLE shown on the Automobile Declaration Page(s) PART D – COVERAGE FOR DAMAGE TO YOUR AUTO is amended as follows:

When Part D - Coverage for Damage to Your Auto Does Not Apply

There is no coverage for:

(Paragraph 2. is deleted)

2. A non-owned auto or temporary substitute auto that has a rated load capacity of one ton or more, or a Gross Vehicle Weight of 10,000 pounds or more.

All other portions of the section titled "When Part D – Coverage for Damage to You Auto Does Not Apply" remain.

UNDERINSURED MOTOR VEHICLE

You have UNDERINSURED MOTOR VEHICLE coverage on your Miscellaneous Type Vehicle only if the Miscellaneous Type Vehicle shown on the Automobile Declaration Page(s) is a motorcycle or a motor home and UNDER INSURED MOTOR VEHICLE coverage is shown on the Automobile Declaration Page(s).

When referring to coverage for the MISCELLANEOUS TYPE VEHICLE the section titled “Who Is An Insured” under UNDERINSURED MOTOR VEHICLE is amended as follows:
Who Is An Insured

**Insured** means:

1. If the first party listed as the Named Insured on the Automobile Declaration Page(s) is a **person**, then that **person** is an **insured**, as well as:

   B. his/her **family member(s)**, except that any of his/her **family members** who owns or leases a **private passenger auto** is only considered to be an **insured** while occupying your auto, a temporary substitute auto, a newly acquired auto or your trailer;

   (3. **b.** is replaced with the following)

   3. Any other **person** while occupying:

      b. an **auto** or **private passenger auto** not owned or leased by any of the **insureds** identified in #’s 1., 2., or 3. **a.** above, or any **person(s)** listed as Designated Representative on the Automobile Declaration Page(s) or any of their **family members**, or any **person** shown as Scheduled Operators on the Automobile Declaration Page(s), or a **trailer** attached to such **auto** or **private passenger auto**. Such **auto** or **private passenger auto** has to be driven by the first **person** listed as Named Insured on the Automobile Declaration Page(s) or that **person’s spouse**, and within the scope of the owner’s consent. If the first Named Insured is not a **person**, then such **auto** has to be driven by the first **person** listed as Designated Representative on the Automobile Declaration Page(s) or that **person’s spouse**, and within the scope of the owner’s consent.

Such other **person occupying** a vehicle used to carry **persons** for a charge is not an **insured**. This does not apply to a share-the-expense car pool.

When referring to coverage for the MISCELLANEOUS TYPE VEHICLE the section titled “Limits of Liability” of UNDERINSURED MOTOR VEHICLE is amended as follows:

**Limits of Liability**

(5.c. and d. are replaced with the following:)

c. Vehicles or premium shown on the Automobile Declaration Page(s);

d. Vehicles involved in the accident;

**AUTO LOAN/LEASE**

**You** have this coverage if **AUTO LOAN/LEASE** is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

The definitions for **loss** and **actual cash value** in Part D – Coverage For Damage To Your Auto apply in this endorsement.

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

1. the amount paid under “Part D” (Coverage For Damage to Your Auto) of the policy;
2. overdue lease/loan payments at the time of the **loss**;
3. financial penalties imposed under a lease for excessive use, abnormal wear and tear, or high mileage;
4. security deposits not refunded by a lessor;
5. costs for extended warranties, Credit Life Insurance, Health, Accident, or Disability insurance purchased with the loan or lease.

**LIMIT OF LIABILITY**

**Our** Limit of Liability for any **loss** covered by this endorsement will be the lesser of the following:
1. The actual amount of the outstanding debt over and above the actual cash value (ACV) of the vehicle, but this amount does not include items excluded in (2.), (3.), (4.) and (5.) above;

2. An amount not to exceed 20% of the actual cash value (ACV) of the vehicle as agreed to in the settlement of any total loss covered by this policy.

The most we will pay for any one claim under this endorsement is the outstanding debt for the loss payee listed on this policy on the date of loss.

UNINSURED MOTORISTS DAMAGE TO YOUR AUTO

You have this coverage if UNINSURED MOTORISTS DAMAGE TO YOUR AUTO is shown on the Automobile Declaration Page(s) and the appropriate premium is paid.

We will pay for loss to your auto, a newly acquired auto, temporary substitute auto or non-owned auto, including its equipment subject to all definitions, duties and general provisions found in Part D - Coverage for Damage to Your Auto. The loss must arise out of the ownership or use of an uninsured motor vehicle, as defined in “Part C” – Uninsured Motor Vehicle Coverage. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

ADDITIONAL EXCLUSIONS

The following are added to “When Part D - Coverage for Damage to Your Auto Does Not Apply”:

1. Any accident involving a vehicle owned in whole or in part, or leased, by you, your spouse, your family members, any person listed as Designated Representative on the Automobile Declaration Page(s), their spouse, or their family members, or any...
scheduled operator shown on the Automobile Declaration Page(s); or

2. Any military vehicle of any size or type; or

3. Any vehicle that is not a private passenger auto.

MISCELLANEOUS EQUIPMENT COVERAGE

You have this coverage if MISCELLANEOUS EQUIPMENT COVERAGE is shown on the Automobile Declaration Page(s).

We will pay up to the limit of coverage shown for MISCELLANEOUS EQUIPMENT on the Automobile Declaration Page(s) for loss, subject to all the definitions, duties and general provisions in Part D – Coverage for Damage To Your Auto, to MISCELLANEOUS EQUIPMENT caused by:

1. Other than Collision only if the Automobile Declaration Page(s) indicates that Other Than Collision Coverage is provided for your auto;

2. Collision only if the Automobile Declaration Page(s) indicates that Collision Coverage is provided for your auto.

We will also pay for loss, subject to all the definitions, duties and general provisions in Part D – Coverage for Damage To Your Auto, to any accessories used with the miscellaneous equipment if they are your property, that of your family member, or that of a person shown as Designated Representative on the Automobile Declaration Page(s).

We will pay for loss to accessories caused by:

1. Other than Collision only if the Automobile Declaration Page(s) indicates that Other Than Collision Coverage is provided for your auto;

2. Collision only if the Automobile Declaration Page(s) indicates that Collision Coverage is provided for your auto.

NEW VEHICLE REPLACEMENT COST FOR TOTAL LOSS

You have this coverage if Replacement Cost for Total Loss is shown on the Automobile Declaration Page(s) and the described and damaged vehicle meets all requirements shown below.

A qualifying vehicle is your new, previously untitled auto within the first twelve months of your purchase of the vehicle or 15,000 miles, whichever comes first. In the event of a covered total loss to a qualifying vehicle, the Limit of Coverage – Other than Collision and Collision is amended to read as follows:

Limit of Coverage – Other than Collision and Collision

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

(1) the same make, if possible;

(2) similar vehicle size and class;

(3) similar body type and equipment;

as your auto damaged in the accident.

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

The most we will pay for:

(1) paint, wraps, decals, and other items of non-electronic equipment, custom wheels, alterations or modifications which were added to your auto after the time of its original sale; and

(2) any child restraint systems or other items of safety equipment required by Federal or State law to be present in the vehicle; and

(3) camper shells or bed liners not attached to your auto;

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

This endorsement (New Vehicle Replacement Cost for Total Loss) does not automatically apply to any replacement vehicle nor apply to any additional vehicle acquired during the policy period, unless:

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

JOINT OWNERSHIP

You have this coverage if JOINT OWNERSHIP is shown on the Automobile Declaration Page(s). All definitions, duties, exclusions, limitations, general agreements, and conditions in the policy apply unless specifically modified by the language in this endorsement.

When JOINT OWNERSHIP is shown on the Automobile Declaration Page(s) the following portions of the policy are amended as follows:

PART A – LIABILITY COVERAGE

Who Is An Insured

[The following paragraph is added immediately following paragraph 5. E., but not a part of paragraph 5. E.]

If the Automobile Declaration Page(s) shows JOINT OWNERSHIP under ENDORSEMENTS of the COVERAGES section of the Declaration Page(s), when we refer to your auto, insured also means the person shown as JOINT OWNER on the Automobile Declaration Page(s).

Limits of Liability

[Subparagraph 6. a. 1) is amended as follows:]

6. Regardless of the opening paragraph under Limits of Liability above and the limits of BODILY INJURY LIABILITY and PROPERTY DAMAGE LIABILITY coverage stated in the Automobile Declaration Page(s), the limits of liability will not exceed the applicable limit of liability mandated by the Financial Responsibility Law of the state in which the accident occurred for:

   a. Any person entity or organization using your auto, a newly acquired auto, temporary substitute auto, or trailer to which Part A – Liability applies, other than:

   1) You, the person(s) shown as Designated Representative on the Automobile Declaration Page(s), and if the Automobile Declaration Page(s) shows JOINT OWNERSHIP, the person shown as JOINT OWNER on the Automobile Declaration Page(s).

When Part A – Liability Does Not Apply

[Subparagraph 6.) is added to paragraph 1. b.]

There is no coverage:

1. While any vehicle insured under this section is:
   a. rented to others or used to carry persons for a charge. This does not apply to the use on a share expense basis of a private passenger auto if all passengers are riding in that area of the vehicle designed by the manufacturer of the vehicle for carrying passengers.
   b. being repaired, serviced or used by any person employed or engaged in any way in an auto business. This does not apply to:

   6). a person shown as JOINT OWNER on the Automobile Declaration Page(s)
Who Is An Insured

If the Automobile Declaration Page(s) shows JOINT OWNERSHIP under ENDORSEMENTS of the COVERAGES section of the Declaration Page(s) insured also means the person shown as JOINT OWNER on the Automobile Declaration Page(s).