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PERSONAL AUTOMOBILE INSURANCE POLICY

AGREEMENT

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

DEFINITIONS

Terms appearing in boldface italics typeface will have the following meaning throughout the policy unless otherwise noted.

A. Throughout the policy, you and your refer to:
   1. The "named insured" shown on the Declarations Page; and
   2. That named insured's spouse if the spouse is a resident of the same household of the named insured during the policy period; and
   If the spouse ceases to be a resident of the same household during the policy period, coverage for that spouse will continue until the earliest of:
   1. The end of 90 days following the spouse's change of residency;
   2. The effective date of another policy listing the spouse as a named insured;
   3. The end of the policy period; or
   4. Cancellation of this policy.

B. We, us and our refer to the Company named on your Declarations Page providing this insurance.

C. Accident means a sudden, unexpected and unintended occurrence.

D. Auto means a four wheel private passenger car, van, pickup or jeep-type automobile designed for operation principally upon public roads with a gross vehicle weight (as determined by the manufacturer's specifications) of 10,000 pounds or less.

E. Bodily Injury means bodily harm, sickness or disease, including death that results from bodily harm, sickness or disease.

F. Business means a trade, profession or occupation.

G. Declarations Page means the document from us listing:
   1. The types of coverage you have elected;
   2. The limit for each coverage;
   3. The premium for each coverage;
   4. The autos covered by this policy; and
   5. Other policy information.

H. Family member means a person related to you by blood, marriage or adoption and who is a resident of your household. This includes a ward or foster child.

I. Loss means sudden, direct and accidental damage.

J. Newly acquired auto means an auto that you become the owner of during the policy period if no other insurance policy provides coverage for the auto.

Coverage for a newly acquired auto is subject to the following conditions:

1. If a newly acquired auto is a vehicle type that is not insurable under our published company guidelines, coverage will be provided for that vehicle under this policy for at least 30 days from the date of purchase.

2. For coverage other than Comprehensive Coverage or Collision Coverage under Part D, a newly acquired auto will have the broadest coverage we currently provide for any auto shown on your Declarations Page. This coverage will begin:
   a. On the date you become the owner if:
      (1) Your newly acquired auto is in addition to the autos shown on your Declarations Page; and
      (2) You ask us to add the newly acquired auto to this policy within 30 days after you become the owner; or
   b. On the date you become the owner if it replaces an auto shown on your Declarations Page.

3. For Comprehensive Coverage and Collision Coverage under Part D, if a newly acquired auto replaces any auto shown on your Declarations Page, Comprehensive Coverage and/or Collision Coverage will be provided as follows:
   a. The newly acquired auto will have the same Comprehensive Coverage and/or Collision Coverage, including the applicable deductible, that applied to the auto it replaces, if you notify us within 30 days after you become the owner of the newly acquired auto.
   b. Any coverage you ask us to add to the newly acquired auto that did not apply to the auto it replaced will begin at the time you ask us to add the coverage.
   c. If you do not notify us within 30 days after you become the owner, any coverage you ask us to apply to the newly acquired auto will begin at the time you ask us to add the coverage.
4. For Collision Coverage under **Part D**, if the *newly acquired auto* is in addition to any vehicle shown on your **Declarations Page**:
   a. Coverage will apply when *you* become the **owner** if an *auto* shown on your **Declarations Page** has Collision Coverage and *you* ask *us* to provide Collision Coverage for the *newly acquired auto* within 30 days after *you* become the **owner**.
   b. Coverage will apply when *you* become the **owner** if no *auto* shown on your **Declarations Page** has Collision Coverage and *you* ask *us* to provide Collision Coverage within four days after *you* become the **owner**. If this Collision Coverage applies to a *loss* that occurs before *you* have asked *us* to insure the auto, a deductible of $500 will apply to the *loss*.
   c. Coverage will apply at the time *you* ask *us* to provide Collision Coverage if neither of the conditions in 4.a. or b. above has been met and *we* agree to add this coverage for this *auto*.

5. For Comprehensive Coverage under **Part D**, if the *newly acquired auto* is in addition to any vehicle shown on your **Declarations Page**:
   a. Coverage will apply when *you* become the **owner** if an *auto* shown on your **Declarations Page** has Comprehensive Coverage and *you* ask *us* to provide Comprehensive Coverage within 30 days after *you* become the **owner**.
   b. Coverage will apply when *you* become the **owner** if no *auto* shown on your **Declarations Page** has Comprehensive Coverage and *you* ask *us* to provide Comprehensive Coverage within four days after *you* become the **owner**. If this Comprehensive Coverage applies to a *loss* that occurs before *you* have asked *us* to insure the auto, a deductible of $500 will apply to the *loss*.
   c. Coverage will apply at the time *you* ask *us* to provide Comprehensive Coverage if neither of the conditions in 5.a. or b. above has been met and *we* agree to add this coverage for this *auto*.

**K. Non-owned auto** means any *auto* that is not *owned* by *you*, a **family member**, or the named insured's non-resident spouse, and not furnished or available for the regular use of *you* or any **family member**, while in the custody of or being operated by *you* or any **family member**.

**L. Occupying** means:
   1. In;
   2. Upon; or
   3. Getting in, on, out or off.

**M. Owned and ownership** mean:
   1. To hold legal title to the *auto* or *trailer*;
   2. To have legal possession of an *auto* or *trailer* subject to a lien or security agreement; or
   3. To have legal possession of an *auto* that is leased or rented to that person under a written contract for a continuous period of six months or more.

**N. Owner** means the person who:
   1. Holds legal title to the *auto* or *trailer*;
   2. Has legal possession of an *auto* or *trailer* subject to a lien or security agreement; or
   3. Has legal possession of an *auto* that is leased or rented to that person under a written contract for a continuous period of six months or more.

**O. Property Damage** means physical injury to, destruction of, or loss of use of tangible property.

**P. Trailer** means a non-motorized device designed to be towed on public roads by an *auto*, provided the *trailer* is:
   1. **Owned by you**;
   2. Being towed by your *covered auto*; or
   3. Shown on your **Declarations Page**; and the *trailer* is not used:
      1. For commercial or *business* purposes;
      2. As a primary residence;
      3. As an office, store, or for commercial display purposes; or
      4. To transport passengers.

**Q. Your covered auto** means:
   1. Any *auto* shown on your **Declarations Page**;
   2. A *newly acquired auto*;
   3. Any *trailer you own*; or
   4. Any *auto* or *trailer* you do not own while used as a temporary substitute for any other *auto* or *trailer* described in this definition that is out of normal use due to:
      a. Breakdown;    d. *Loss*; or
      b. Repair;  e. Destruction
      c. Servicing;

This Provision (Q.A.) does not apply to **Part D** of this policy.
YOUR DUTIES AFTER ACCIDENT OR LOSS

_We_ have no duty to provide coverage under this policy unless _you_ have paid the required premium when due and _we_ have agreed to provide coverage. Coverage will not apply unless there is full compliance with the duties listed in this policy.

GENERAL DUTIES

A. After an accident or loss, an insured must notify _us_ as soon as possible of the following accident or loss information:
   1. The time it occurred;
   2. The location where it occurred;
   3. All facts and circumstances, including the driving conditions, who was involved, and all injury and witness information. Notice should include the names and addresses of any injured persons and witnesses; and
   4. The license plate identification of all vehicles involved.

B. Anyone seeking coverage under this policy must:
   1. Cooperate with _us_ in the investigation, settlement or defense of any claim or lawsuit.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the limit of liability stated on your Declarations Page, if _you_ pay the premium for Liability Coverage, _we_ will pay damages for which an insured becomes legally liable due to bodily injury or property damage caused by an accident arising out of the ownership, maintenance, or use of an auto for which coverage under this Part A applies. However, _we_ will not pay for punitive or exemplary damages. _We_ may settle or defend any claim or lawsuit as _we_ deem appropriate.

In addition to the limit of liability, _we_ will pay all defense costs _we_ incur and will pay any prejudgment interest awarded against the insured on the part of the judgment _we_ pay. If _we_ make an offer to pay _our_ limit of liability, _we_ will not pay any prejudgment interest based on that period of time after the award. _Our_ duty to settle or defend ends when _our_ limit of liability has been exhausted by payment of judgments or settlements. _We_ have no duty to defend any lawsuit or settle any claim for bodily injury or property damage not covered under this policy.

ADDITIONAL DEFINITION FOR PART A - LIABILITY COVERAGE

_Insured_, when shown in boldface italics typeface in Part A, is defined as follows:

A. _You_ for the ownership, maintenance or use of any your covered auto, non-owned auto or trailer.

B. Any family member:
   1. Who does not own an auto, for the maintenance or use of any auto or trailer.
   2. Who owns an auto, but only for the use of your covered auto.

C. Any person using your covered auto with your permission.

D. Any person or organization vicariously liable for the use of a covered auto by a person covered under this Part A.

E. Any person or organization vicariously liable for the use of a non-owned auto or trailer, by you or a family member covered under this Part A. This Provision (E) applies only if the person or organization does not own or hire the auto or trailer.

SUPPLEMENTARY PAYMENTS

In addition to _our_ Liability Coverage limit of liability, _we_ will pay on behalf of an insured:

A. Up to $250 for the cost of bail bonds required because of an accident, including related traffic law violations. However:
   1. _We_ will not pay the cost of a bail bond if no bodily injury or property damage resulted from the accident; and
   2. _We_ are not required to apply for or provide these bonds.

B. Premiums on appeal bonds and bonds to release attachments in any lawsuit _we_ defend. _We_ are not required to apply for or provide these bonds. _We_ also are not required to purchase a bond in an amount that is greater than _our_ limit of liability.

C. Interest accruing after a judgment is entered in any lawsuit _we_ defend. _Our_ duty to pay interest ends when _we_ offer to pay that part of the judgment that does not exceed _our_ limit of liability.

D. Up to $200 a day for loss of wages or salary, but no other income, because of attendance at hearings or trials at _our_ request.

E. Other reasonable expenses incurred at _our_ request.
EXCLUSIONS THAT APPLY TO PART A - LIABILITY COVERAGE

If an exclusion below applies, coverage will not be provided under Part A of this policy.

A. We do not provide Liability Coverage for, nor have a duty to defend, any insured:
   1. Who intentionally causes or directs another to cause bodily injury or property damage.
   2. For bodily injury or property damage that results, or may reasonably be expected to result, from the intentional or criminal acts of an insured.
   3. For property damage to property:
      a. Owned by; d. Transported by; or
      b. Rented to; e. In the care of;
      c. Used by; that insured.
   This Exclusion (A.3.) does not apply to property damage to:
      a. A residence or private garage; or
      b. Any motor vehicle loaned to you, with or without consideration by a person, firm or corporation engaged in the business of selling, repairing, or servicing motor vehicles while such vehicle is being used by any insured:
         (1) For demonstrative purposes; or
         (2) As a temporary substitute for any vehicle you own which is out of normal use because of its breakdown, repair, or servicing.
   4. For bodily injury to an employee of that insured during the course of employment. This Exclusion (A.4.) does not apply to bodily injury to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
   5. For any liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee or any compensation, or while it is available for public hire. This Exclusion (A.5.) applies to, but is not limited to, delivery of goods to customers either on a wholesale or retail basis such as food, newspapers or flowers. It does not apply to a share-the-expense car pool.
   6. While employed or otherwise engaged in the business of:
      a. Selling; f. Washing;
      b. Leasing; g. Delivering;
      c. Testing; h. Storing; or
      d. Repairing; i. Parking;
      e. Servicing;
      vehicles designed for use mainly on public highways. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of your covered auto by:
      a. You;
      b. Any family member; or
      c. Any partner, agent or employee of you or any family member.
   7. Using a vehicle without a reasonable belief that that insured is entitled to do so. This Exclusion (A.7.) does not apply to a family member using your covered auto which is owned by you.
   8. For bodily injury or property damage for which that insured:
      a. Is an insured under a nuclear energy liability policy; or
      b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
   A nuclear energy liability policy is a policy issued by any of the following or their successors:
      a. Nuclear Energy Liability Insurance Association;
      b. Mutual Atomic Energy Liability Underwriters; or
   9. For bodily injury or property damage that results from:
      a. Nuclear exposure, radiation or contamination; or
      b. Any intentional discharge, dispersal or release of radioactive, nuclear, pathogenic, poisonous biological, chemical or hazardous material for any purpose other than its safe and useful purpose.
   10. For bodily injury or property damage resulting from the operation of a vehicle as an employee of the United States government and acting within the scope of that employment. This exclusion applies when the provisions of the Federal Tort Claims Act apply.
   11. For bodily injury to you or any family member to the extent that the limits of liability for this coverage exceed the limits of liability required by the Missouri Financial Responsibility Law.

B. We do not provide Liability Coverage for, nor have a duty to defend, any insured for a loss arising from the ownership, maintenance or use of:
   1. Any vehicle that:
      a. Has fewer than four wheels; or
      b. Is designed mainly for use off public roads.
   This Exclusion (B.1.) does not apply:
      a. While such vehicle is being used by an insured in a medical emergency; or
      b. To any trailer.
   2. Any vehicle, other than your covered auto, that is:
      a. Owned by you; or
b. Furnished or available for your regular use.

3. Any vehicle, other than your covered auto, that is:
   a. Owned by any family member; or
   b. Furnished or available for the regular use of any family member.

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

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

4. Any vehicle, located inside a facility designed for racing, for the purpose of:
   a. Competing in; or
   b. Practicing or preparing for; any prearranged or organized racing or speed contest.

5. Your covered auto while leased or rented to others.

**LIABILITY COVERAGE LIMIT(S) OF LIABILITY**

A. Each Person/Each Accident Limits of Liability

If the limit of liability for Bodily Injury Liability Coverage shown on your Declarations Page for a vehicle consists of one limit for each person and another limit for each accident, the limit of liability shown for each person is the maximum we will pay for all damages arising out of bodily injury sustained by any one person in any one accident. The each person limit includes all claims or lawsuits of others derived from the bodily injury of the injured person. This includes, but is not limited to, claims or lawsuits for emotional distress or mental anguish as a result of observing another person sustain bodily injury. It also includes:

1. Loss of society;
2. Loss of companionship;
3. Loss of services;
4. Loss of consortium; and
5. Wrongful death.

Subject to this limit of liability for each person, the limit of liability shown on your Declarations Page for each accident for Bodily Injury Liability Coverage is the maximum we will pay for all damages for bodily injury resulting from any one accident.

The limit of liability shown on your Declarations Page for each accident for Property Damage Liability is the maximum limit of liability we will pay for all property damage resulting from any one accident.

The limits of liability for Bodily Injury and Property Damage are the most we will pay regardless of the number of:

1. Insureds;
2. Heirs;
3. Survivors;
4. Claimants;
5. Claims;
6. Claims made;
7. Lawsuits filed;
8. Vehicles or premiums show on the Declarations Page;
9. Vehicles, including any attached trailers, involved in the auto accident.

B. Combined Single Limit of Liability

If the limit of liability for Bodily Injury Liability Coverage shown on your Declarations Page for a vehicle is a Combined Single Limit (CSL), that limit is the most we will pay for all damages resulting from any one accident. The Combined Single Limit includes all claims of others derived from the bodily injury of an injured person, including, but not limited to, emotional distress or mental anguish as a result of observing another person sustain bodily injury. It also includes:

1. Loss of society;
2. Loss of companionship;
3. Loss of services;
4. Loss of consortium; and
5. Wrongful death.

The Combined Single Limit is the most we will pay regardless of the number of:

1. Insureds;
2. Heirs;
3. Survivors;
4. Claimants;
5. Claims;
6. Claims made;
7. Lawsuits filed;
8. Vehicles or premiums show on your Declarations Page;
9. Vehicles, including any attached trailers, involved in the auto accident.

C. If bodily injury or property damage that is not otherwise excluded results from:

1. Racing;
2. Drag Racing;
3. Speed or demolition contests;
4. Stunting activities; or
5. The practice or preparation for such contests or activities;

then the limit of liability for such coverage shall be limited to the minimum statutory limits notwithstanding the limits for bodily injury and property damage liability coverage shown on the Declarations Page.

D. No one will be entitled to receive duplicate payments from this policy or from any source for the same elements of bodily injury, property damage, or loss.

**OUT OF STATE COVERAGE**

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

A. A financial responsibility or similar law requiring a nonresident to maintain limits of liability for bodily injury or property damage higher than the limit(s) shown on the Declarations Page, your policy will provide the higher required limit(s).

B. A mandatory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in the state or province, your policy will provide the greater of:
   1. The required minimum limits and types of coverage; or
   2. The limits of liability provided under your policy.

FINANCIAL RESPONSIBILITY

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

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

A. Subject to the Medical Payments Coverage limit of liability stated on your Declarations Page, if you pay the premium for Medical Payments Coverage, we will pay reasonable and necessary medical expenses and funeral expenses because of bodily injury:
   1. Caused by an accident arising out of the ownership, maintenance or use of an auto or trailer; and
   2. Sustained by an insured. We will pay only those expenses incurred for services rendered within 18 months from the date of the accident.

B. Covered expenses must be incurred for:
   1. Medical services performed, medical supplies, medication, or drugs prescribed by a medical provider licensed by the state to provide the specific medical services; and
   2. Funeral Services.

C. We have the right to review the medical expenses to determine if they are reasonable and necessary for diagnosis and treatment of the bodily injury. We may use independent sources of information selected by us to determine if any medical expense is reasonable and necessary. These sources may include, but are not limited to:
   1. Physical exams by physicians we select. We will pay for these exams;
   2. Review of medical files;
   3. Computer databases; or
   4. Published sources of medical expense information.

D. We may refuse to pay for medical expense that is unreasonable because the fee is unreasonable or the service is unnecessary and the insured is sued for payment of this expense, we will defend the insured with an attorney of our choice. We will pay defense costs and any judgment against the insured up to our limit of liability. The insured must cooperate with us in the defense of the lawsuit and attend hearings or trials at our request. We will also pay other reasonable expenses the insured incurs at our request as a result of a lawsuit.

OTHER INSURANCE

If there is other applicable liability insurance or bond, we will pay only our share of the loss. Our share of the loss is the proportion that our Liability Coverage limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle that is not your covered auto shall be excess over any other collectible insurance or bond unless such vehicle is loaned to you, with or without consideration, by a person, firm or corporation engaged in the business of selling, repairing, or servicing motor vehicles and such vehicle is used by any insured:

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

ADDITIONAL DEFINITIONS FOR PART B - MEDICAL PAYMENTS COVERAGE

The terms below when shown in boldface italics typeface in Part B are defined as follows:

A. Insured means:
   1. You or any family member:
      a. While occupying; or
      b. As a pedestrian when struck by;
   2. Any other person while occupying your covered auto or while occupying a trailer attached to your covered auto or shown on your Declarations Page.

B. Non-owned auto means any auto that is not owned by you or a family member.

C. Trailer means a non-motorized attachment, including a farm wagon, or farm implement, designed to be towed on public roads by an auto provided the trailer is not used:
   1. For commercial or business purposes;
   2. As a primary residence;
   3. As an office, store, or for commercial display purposes; or
   4. To transport passengers.
EXCLUSIONS THAT APPLY TO PART B - MEDICAL PAYMENTS COVERAGE

If an exclusion below applies, coverage will not be provided under Part B of this policy.

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

A. Sustained while occupying any motorized vehicle having fewer than four wheels.

B. Sustained while occupying your covered auto when it is being used to carry persons or property for a fee or any compensation or while it is available for public hire. This Exclusion (B.) applies to, but is not limited to, delivery of goods to customers either on a wholesale or retail basis such as food, newspapers or flowers. It does not apply to a share-the-expense car pool.

C. Sustained while occupying any vehicle or trailer being used as a residence or premises.

D. Occurring during the course of employment if workers’ compensation benefits are required or available for the bodily injury.

E. Sustained while occupying or when struck by, any vehicle, other than your covered auto, that is:
   1. Owned by you; or
   2. Furnished or available for your regular use.

F. Sustained while occupying, or when struck by, any vehicle, other than your covered auto, that is:
   1. Owned by any family member; or
   2. Furnished or available for the regular use of any family member.

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

G. Sustained by any person while occupying a covered auto or trailer without the express or implied permission of you or a family member. This Exclusion (G.) does not apply to a family member using your covered auto that is owned by you.

H. Sustained by you or a family member while occupying a non-owned auto without the express or implied permission of the owner.

I. Caused by or as a consequence of:
   1. Nuclear reaction or radioactive contamination;
   2. Discharge of a nuclear weapon (even if accidental);
   3. War;
   4. Civil war;
   5. Insurrection; or
   6. Rebellion or revolution.

J. For which insurance is available under a nuclear energy liability insurance contract.

K. That results from:
   1. Nuclear radiation, exposure or contamination; or
   2. Bio-chemical attack or exposure to bio-chemical agents.

L. Sustained while occupying any vehicle while participating in:
   1. Racing;
   2. Drag Racing;
   3. Speed or demolition contests;
   4. Stunting activities; or
   5. The practice or preparation for such contests or activities.

M. Sustained while occupying any vehicle on a driving track in a facility designed for racing vehicles.

N. That is self-inflicted by the insured or inflicted on an insured at the request of that insured.

MEDICAL PAYMENTS COVERAGE LIMIT OF LIABILITY

A. The limit of liability for this coverage shown on your Declarations Page for a vehicle is the maximum we will pay for each person injured in any one auto accident. This is the most we will pay regardless of the number of:
   1. Insureds;
   2. Claims made;
   3. Vehicles or premiums shown on your Declarations Page; or
   4. Vehicles, including any attached trailers, involved in the auto accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under Part B of this policy and:
   1. Part A of this policy; or
   2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide that arises from the use of a vehicle that is not your covered auto shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.
PART C - UNINSURED/UNDERINSURED MOTORISTS COVERAGE

UNINSURED/UNDERINSURED MOTORISTS BODILY INJURY COVERAGE INSURING AGREEMENT

Subject to the Uninsured/Underinsured Motorists Bodily Injury limit of liability stated on your Declarations Page, if you pay the premium for Uninsured/Underinsured Motorists Bodily Injury Coverage, we will pay compensatory damages that an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:

A. Sustained by an insured; and

B. Caused by an auto accident with an uninsured motor vehicle or an underinsured motor vehicle.

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

ADDITIONAL DEFINITIONS FOR PART C - UNINSURED/UNDERINSURED MOTORISTS COVERAGE

The terms appearing below, when shown in boldface typeface in Part C, are defined as follows:

A. Insured means:

1. You;

2. Any family member who does not own an auto;

3. Any family member who owns an auto, but only while occupying your covered auto;

4. Any other person occupying your covered auto;

5. Any person entitled to recover damages for bodily injury covered under Part C of this policy sustained by a person meeting the definition of insured in A.1., 2., 3. or 4. above.

B. Underinsured motor vehicle means a land motor vehicle or trailer of any type for which one or more bodily injury liability bonds or policies apply at the time of the accident but the amount paid for bodily injury under those bonds or policies to an insured is not enough to pay the full amount the insured is legally entitled to recover as damages.

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

1. For which there is a policy or bond providing bodily injury liability coverage at the time of the accident but the limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged.

2. That is owned by, furnished to, or available for the regular use of you or any family member.

3. That is owned by any governmental unit or agency.

4. That is operated on rails or crawler treads.

5. That is not required to be registered as a motor vehicle.

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

7. That is designed mainly for use off public roads while not on public roads.

8. That is owned or operated by a person qualifying as a self-insured under any applicable motor vehicle law.

9. For which there is a policy or bond providing bodily injury liability coverage or protection at the time of the accident but the insurance or bonding company:

   a. Legally denies coverage; or

   b. Is or becomes insolvent.

10. That is an uninsured motor vehicle.

C. Uninsured motor vehicle means a land motor vehicle or trailer of any type:

1. For which there is no policy or bond providing bodily injury liability coverage at the time of the accident.

2. For which a bodily injury liability policy or bond applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit required by the financial responsibility law of the state in which your covered auto is principally garaged.

3. For which a bodily injury liability policy or bond applies at the time of the accident but the insurance or bonding company:

   a. Legally denies coverage; or

   b. Is or becomes insolvent.

4. That is a hit-and-run vehicle whose operator or owner cannot be identified and that hits or which causes an accident resulting in bodily injury without hitting:

   a. You or a family member;

   b. A vehicle you or a family member are occupying; or

   c. Your covered auto.

However, uninsured motor vehicle does not include any land motor vehicle, trailer, or equipment of any type:

1. That is owned by, furnished to, or available for the regular use of you or any family member.

2. That is owned or operated by a self-insured under any motor vehicle law, except a self-insured who is or becomes insolvent.

3. That is operated on rails or crawler treads.

4. That is not required to be registered as a motor vehicle.

5. While located for use or being used as a residence or premises.

6. That is designed mainly for use off public roads while not on public roads.
7. That is an underinsured motor vehicle.

ADDITIONAL DUTIES FOR PART C - UNINSURED/UNDERINSURED MOTORISTS COVERAGE

A person seeking Uninsured/Underinsured Motorists Coverage must also:

A. Notify the police within 24 hours or as soon as practical after the accident if a hit-and-run driver is involved, and you must promptly report the accident to us;
B. Send us copies of the legal papers if a lawsuit is commenced;
C. Notify us in writing of an offer of settlement between the insured and the insurer of the underinsured motor vehicle; and
D. Allow us 30 days after notice of an offer of settlement to advance payment to that insured in an amount equal to the offer in order to preserve all rights against the insurer, owner and operator of such underinsured motor vehicle.

EXCLUSIONS THAT APPLY TO PART C - UNINSURED/UNDERINSURED MOTORISTS COVERAGE

If an exclusion below applies, coverage will not be provided under Part C of this policy.

A. We do not provide Uninsured/Underinsured Motorists Coverage for bodily injury sustained:
   1. By an insured while occupying, or when struck by, any motor vehicle owned by that insured if that vehicle is not insured for Underinsured Motorists Coverage. This includes a trailer of any type used with that vehicle.
   2. By any family member while occupying, or when struck by, any motor vehicle you own that is insured for Uninsured/Underinsured Motorists Coverage on a primary basis under any other policy.

B. We do not provide Uninsured/Underinsured Motorists Coverage for bodily injury sustained by any insured:
   1. If that insured or the legal representative of that insured settles the bodily injury claim without our consent. However, this Exclusion (B.1) does not apply if such settlement does not prejudice our right to recover payment.
   2. While occupying your covered auto when it is being used to carry persons or property for a fee or any compensation, or while it is available for public hire. This exclusion (B.2) applies to, but is not limited to, delivery of goods to customers either on a wholesale or retail basis such as food, newspapers or flowers. It does not apply to a share-the-expense car pool.
   3. Using a vehicle without a reasonable belief that that insured is entitled to do so. This exclusion (B.3) does not apply to a family member using your covered auto that is owned by you.

C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insured under any of the following or similar laws:
1. Workers’ compensation law; or
2. Disability benefits law.

D. We do not provide Uninsured/Underinsured Motorists Coverage for punitive or exemplary damages.

E. We do not provide Uninsured/Underinsured Motorists Coverage for bodily injury that results from:
   1. Nuclear radiation, exposure, or contamination; or
   2. Bio-chemical attack or exposure to bio-chemical agents.

UNINSURED MOTORISTS COVERAGE - LIMIT(S) OF LIABILITY

A. Each Person/Each Accident Limits of Liability
   1. If the limit of liability for Uninsured Motorists Coverage shown on your Declarations Page consists of one limit for each person and another limit for each accident, the following applies:
      a. If bodily injury is sustained in an accident by you or a family member:
         (1) Our maximum limit of liability for all damages arising out of bodily injury sustained by any one person in any such accident is the sum of the limits of liability shown in the Declarations Page for each person for Uninsured Motorists Coverage. The each person limit includes all claims or lawsuits of others derived from the bodily injury of the insured. This includes, but is not limited to, claims or lawsuits for emotional distress or mental anguish as a result of observing another sustain bodily injury. It also includes:
            (a) Loss of society;
            (b) Loss of companionship;
            (c) Loss of services;
            (d) Loss of consortium; and
            (e) Wrongful death.
         (2) Subject to the maximum limit for each person described in a.(1) above, our maximum limit of liability for all damages arising out of bodily injury resulting from any one accident is the sum of the limits of liability shown in the Declarations Page for each accident for Uninsured Motorists Coverage.
         (3) These limits of liability are the most we will pay regardless of the number of:
            (a) Insureds;
            (b) Claims made;
            (c) Lawsuits filed;
            (d) Vehicles and premiums shown on your Declarations Page; or
            (e) Vehicles, including any attached trailers, involved in the auto accident.
b. If the bodily injury is sustained by any insured other than you or a family member in an accident in which neither you nor any family member sustain bodily injury:

(1) The limit of liability shown in the Declarations Page for each person for Uninsured Motorists Coverage applicable to your covered auto the insured was occupying at the time of the accident is our maximum limit of liability for all damages arising out of bodily injury sustained by any one person in any such accident. The each person limit includes all claims or lawsuits of others derived from the bodily injury of the insured. This includes, but is not limited to, claims or lawsuits for emotional distress or mental anguish as a result of observing another sustain bodily injury. It also includes:

(a) Loss of society;
(b) Loss of companionship;
(c) Loss of services;
(d) Loss of consortium; and
(e) Wrongful death.

(2) Subject to the maximum limit for each person described in b.(1) above, the limit of liability shown in the Declarations Page for each accident for Uninsured Motorists Coverage applicable to the your covered auto the insured was occupying at the time of the accident is our maximum limit of liability for all damages for bodily injury resulting from any such accident.

(3) These limits of liability are the most we will pay regardless of the number of:

(a) Insureds;
(b) Claims made;
(c) Lawsuits filed;
(d) Vehicles or premiums shown on your Declarations Page; or
(e) Vehicles, including any attached trailers, involved in the auto accident.

c. Subject to the maximum limits of liability set forth in a. and b. above, the most we will pay for bodily injury sustained in such accident:

(1) By an insured other than you or a family member is that insured's pro-rata share of the each person or each accident limit of liability shown in the Declarations Page applicable to the vehicle that insured was occupying at the time of the accident.

(2) By you or any family member is that insured's pro-rata share of the sum of the each person or each accident limit of liability shown in the Declarations Page.

A person's pro-rata share shall be the proportion that that person's damages bears to the total damages sustained by all insureds.

B. Combined Single Limit of Liability

1. If the limit of liability for Uninsured Motorists Coverage shown on your Declarations Page is a Combined Single Limit (CSL), the following applies:

a. If bodily injury is sustained in an accident by you or any family member:

(1) Our maximum limit of liability for all damages arising out of bodily injury sustained in any such accident is the sum of the limits of liability shown in the Declarations Page for each accident for Uninsured Motorists Coverage. The Combined Single Limit includes all claims of others derived from the bodily injury of an injured person, including, but not limited to, emotional distress or mental anguish as a result of observing another sustain bodily injury. It also includes:

(a) Loss of society;
(b) Loss of companionship;
(c) Loss of services;
(d) Loss of consortium; and
(e) Wrongful death.

(2) This limit is the most we will pay regardless of the number of:

(a) Insureds;
(b) Claims made;
(c) Lawsuits filed;
(d) Vehicles or premiums shown on your Declarations Page; or
(e) Vehicles, including any attached trailers, involved in the auto accident.

b. If bodily injury is sustained by any insured other than you or a family member in an accident in which neither you nor any family member sustain bodily injury:

(1) The limit of liability shown in the Declarations Page for each accident for Uninsured Motorists Coverage applicable to the your covered auto the insured was occupying at the time of the accident is our maximum limit of liability for all damages arising out of bodily injury sustained in any such accident.
The Combined Single Limit includes all claims or lawsuits of others derived from the bodily injury of an injured person, including, but not limited to, emotional distress or mental anguish as a result of observing another sustain bodily injury. It also includes:

(a) Loss of society;
(b) Loss of companionship;
(c) Loss of services;
(d) Loss of consortium; and
(e) Wrongful death.

(2) This limit is the most we will pay regardless of the number of:

<table>
<thead>
<tr>
<th>(a) Insureds;</th>
<th>(b) Claims made;</th>
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<tr>
<td>(c) Lawsuits filed;</td>
<td>(d) Vehicles or premiums shown on your Declarations Page; or</td>
</tr>
<tr>
<td>(e) Vehicles, including any attached trailers, involved in the auto accident.</td>
<td></td>
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</tbody>
</table>

C. Subject to the maximum limits of liability set forth in a. and b. above, the most we will pay for bodily injury sustained in such accident:

(1) By an insured other than you or a family member is that insured's pro-rata share of the Combined Single Limit of liability shown in the Declarations Page applicable to the vehicle that insured was occupying at the time of the accident.

(2) By you or any family member is that insured's pro-rata share of the sum of the Combined Single Limit of liability shown in the Declarations Page.

A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all insureds.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part A; or
2. Any Underinsured Motorists Coverage of this policy.

D. 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. This includes all sums paid under Part A but does not include any amounts paid or payable under:

1. Part B; or
2. Any workers' compensation law, disability benefits law or similar law.

**UNDERINSURED MOTORISTS COVERAGE - LIMIT(S) OF LIABILITY**

**A. Each Person/Each Accident Limits of Liability**

If the limit of liability for Underinsured Motorists Coverage shown on your Declarations Page for a vehicle consists of one limit of each person and another limit for each accident, the limit of liability shown for each person is the maximum we will pay for all damages arising out of bodily injury sustained by any one person in any one auto accident. The each person limit includes all claims or lawsuits of others derived from the bodily injury of the insured. This includes, but is not limited to, claims or lawsuits for emotional distress or mental anguish as a result of observing another sustain bodily injury. It also includes:

1. Loss of society;
2. Loss of companionship;
3. Loss of services;
4. Loss of consortium; and
5. Wrongful death.

Subject to this limit of liability for each person the limit of liability shown on your Declarations Page for each accident for Underinsured Motorists Coverage is the maximum we will pay for all damages for bodily injury resulting from any one auto accident.

These limits of liability are the most we will pay regardless of the number of:

1. Insureds;
2. Claims made;
3. Lawsuits filed;
4. Vehicles or premiums shown on your Declarations Page; or
5. Vehicles, including any attached trailers, involved in the auto accident.

**B. Combined Single Limit of Liability**

If the limit of liability for Underinsured Motorists Coverage shown on your Declarations Page is a Combined Single Limit (CSL), that limit is the most we will pay for all damages arising out of any one auto accident. The Combined Single Limit includes all claims of others derived from the bodily injury of an injured person, including, but not limited to, emotional distress or mental anguish as a result of observing another sustain bodily injury. It also includes:

1. Loss of society;
2. Loss of companionship;
3. Loss of services;
4. Loss of consortium; and
5. Wrongful death.

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

1. Insureds;
2. Claims made;
3. Lawsuits filed;
4. Vehicles or premiums shown on your Declarations Page; or
5. Vehicles, including any attached trailers, involved in the auto accident.

C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
   1. Part A;
   2. Part B; or
   3. Uninsured Motorists Coverage of this policy.

D. 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 for the loss.

E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
   1. Workers' compensation law; or
   2. Disability benefits law.

UNINSURED MOTORISTS COVERAGE OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided under Uninsured Motorists Coverage, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle that is not your covered auto shall be excess over any other collectible insurance, similar to the insurance provided under Uninsured Motorists Coverage.

UNDERINSURED MOTORISTS COVERAGE OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this coverage:

A. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.

B. Any insurance we provide with respect to a vehicle that is not your covered auto shall be excess over any collectible insurance providing such coverage on a primary basis.

C. If the coverage under this policy is provided:
   1. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
   2. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

A. If we and an insured do not agree:
   1. Whether that insured is legally entitled to recover damages; or
   2. On the amount of damages that are recoverable by that insured;

From the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then upon agreement of both parties, these two questions may be submitted to arbitration. The arbitrators shall have no authority to:
   1. Award an amount in excess of the limit of liability;
   2. Award any amount as punitive or exemplary damages;
   3. Award any amount as interest; or
   4. Make any determination as to questions of law or coverage under this policy.

Any request for arbitration by an insured must be made before the expiration of the applicable statute of limitations for commencing a bodily injury lawsuit against the motorist liable for the accident. If the parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree within 30 days, either may request that selection of a third arbitrator be made by a judge of a court having jurisdiction.

B. Each party will:
   1. Pay the costs, fees and other expenses it incurs; and
   2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives, and the American Arbitration Association rules as to procedure and evidence will apply. If the parties do not agree to be governed by the American Arbitration Association rules, 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:
   1. Whether the insured is legally entitled to recover damages; and
   2. The amount of damages.

However, the decision shall be binding only if the amount awarded does not exceed the minimum limit for bodily injury liability specified by the 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 in writing within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

COLLISION COVERAGE INSURING AGREEMENT
A. Subject to the limits of liability provisions contained in Part D of this policy, if you pay the premium for Collision Coverage, we will pay for direct and accidental loss to:
   1. Your covered auto for which Collision Coverage has been purchased, as stated on your Declarations Page;
   2. A non-owned auto; or
   3. A trailer; if it overturns or is in a collision with another object. If loss to more than one auto to which coverage under this Part D applies results from the same collision, only the highest applicable deductible will apply.
B. If there is a loss to a non-owned auto, we will provide the broadest Collision Coverage applicable to any of your covered autos shown on your Declarations Page.

COMPREHENSIVE COVERAGE INSURING AGREEMENT
A. Subject to the limits of liability provisions contained in Part D of this policy, if you pay the premium for Comprehensive Coverage, we will pay for loss to:
   1. Your covered auto for which Comprehensive Coverage has been purchased, as stated on your Declarations Page;
   2. A non-owned auto; or
   3. A trailer.
B. Comprehensive Coverage applies to a loss caused by any of the following:
   1. Missiles or falling objects;
   2. Fire;
   3. Theft or larceny;
   4. Explosion or earthquake;
   5. Windstorm;
   6. Hail, water or flood;
   7. Malicious mischief or vandalism;
   8. Riot or civil commotion;
   9. Contact with bird or animal; or
   If breakage of glass is caused by a collision, you may elect to have it considered a loss caused by collision.
C. If there is a loss to a non-owned auto, we will provide the broadest Comprehensive Coverage applicable to your covered auto shown on your Declarations Page.

TRANSPORTATION EXPENSE COVERAGE
A. If you pay the premium for Comprehensive Coverage under this policy, we will repay you up to the greater of:
   1. Fifteen dollars each day for up to 30 days, to a maximum of $450; or
   2. Any higher limit of liability purchased by you as Increased Transportation Expense Coverage shown on your Declarations Page for:
      1. Transportation expenses incurred by you if your covered auto to which Comprehensive Coverage applies is stolen; or
      2. Loss of use damages you are legally liable to pay if a non-owned auto is stolen.
B. Coverage for transportation expenses and loss of use damages begins 48 hours after you report the theft to us and ends the earliest of:
   1. When your covered auto or non-owned auto has been recovered and returned to you or its owner;
   2. When your covered auto or non-owned auto has been recovered and repaired;
   3. When your covered auto or non-owned auto has been replaced; or
   4. 72 hours after we make an offer to pay the applicable limit of liability under this Part D if your covered auto or non-owned auto is deemed by us to be a total loss or unrecoverable.
   Our payment will be limited to the period of time reasonably required to repair or replace your covered auto.
C. In order to receive reimbursement for your transportation expenses, you must provide us with written proof of your transportation expenses and loss of use damages.
D. If the transportation costs are payable under both Transportation Expense Coverage and Increased Transportation Expense Coverage, we will pay only under the one coverage in which you collect the most.

INCREASED TRANSPORTATION EXPENSE COVERAGE
A. Subject to the limits of liability stated on your Declarations Page, if you pay the premium for Increased Transportation Expense Coverage, we will reimburse rental charges incurred when you rent an auto from a rental agency or a garage due to a loss to your covered auto for which:
   1. Increased Transportation Expense Coverage has been purchased; and
   2. Collision Coverage and Comprehensive Coverage applies.
B. Our liability is limited to the amount incurred up to the daily amount and the number of days shown on your Declarations Page.
C. Rental charges will be reimbursed beginning:
   1. When your covered auto cannot be driven due to a loss; or
   2. If your covered auto can be driven, when you deliver your covered auto to a vehicle repair shop for repairs due to the loss.
D. Rental charge reimbursement will end at the earliest of the following:
   1. When your covered auto has been returned to you;
   2. When your covered auto has been repaired or after a reasonable period of time in which your covered auto could have been repaired;
   3. When your covered auto has been replaced; or
   4. If your covered auto is deemed by us to be a total loss, 72 hours after we make an offer to pay the applicable limit of liability under this Part D.
E. In order to receive reimbursement under Increased Transportation Expense Coverage, you must provide us with written proof of your transportation expenses and loss of use damages.
F. If rental charges are payable under both Increased Transportation Expense Coverage and Transportation Expense Coverage, we will pay only under the one coverage in which you collect the most.

ADDITIONAL EQUIPMENT COVERAGE
A. Subject to the limits of liability stated below, if you pay the premium for Collision Coverage or Comprehensive Coverage, we will pay for loss to your additional equipment resulting from direct and accidental loss for which you have purchased coverage. All payments for loss to additional equipment shall be reduced by the applicable deductible, but only one deductible shall be applied to any one loss under this Part D. For additional equipment coverage in excess of the limit of liability, you may purchase Increased Additional Equipment Coverage as described below.
B. The limit of liability for loss to additional equipment is the lowest of:
   1. The actual cash value of such additional equipment, reduced by the applicable deductible, and by its salvage value if you or the owner retain the salvage;
   2. The amount necessary to repair such additional equipment, reduced by the applicable deductible;
   3. The amount necessary to replace such additional equipment, reduced by the applicable deductible, and reduced by its salvage value if you or the owner retain the salvage; or
   4. The limit of:
      a. $1000 if you have not purchased Increased Additional Equipment Coverage; or
      b. If you have purchased Increased Additional Equipment Coverage ("IAEC"), $1,000 added to the amount of IAEC you purchased, but not to exceed the declared value of all additional equipment on your covered auto, reduced by the applicable deductible, and by its salvage value if you or the owner retain the salvage.

C. Coverage for additional equipment shall not cause our limit of liability for loss to an auto under this Part D to be increased to an amount in excess of:
   1. The actual cash value of the auto, including its additional equipment; or
   2. Any applicable limits of liability or Stated Amount Vehicle Coverage elected by you.

TOWING AND LABOR COSTS COVERAGE
Subject to the Towing And Labor Costs Coverage limit of liability stated on your Declarations Page for that vehicle, if you pay the premium for Towing And Labor Costs Coverage, we will pay for towing and labor costs each time your covered auto or any non-owned auto is disabled. If a non-owned auto is disabled, we will provide the broadest towing and labor costs coverage applicable to your covered auto shown on your Declarations Page. We will only pay for labor performed at the place of disablement.

ADDITIONAL DEFINITIONS FOR PART D - COVERAGE FOR DAMAGE TO YOUR AUTO
The terms appearing below, when shown in boldface typeface in Part D, are defined as follows:
A. Additional Equipment means any enhancement, equipment, devices, accessories and changes to an auto that are permanently installed or attached and alter the appearance or performance of a vehicle and were not original manufacturer or factory installed.

   Additional Equipment includes any electronic equipment designed for the reproduction of sound or to transmit or receive audio, visual, or data signals. It includes, but is not limited to, the following items when they are not considered standard or optional equipment from the auto manufacturer:
   1. Citizen band radios;
   2. Telephones;
   3. Two-way mobile radios;
   4. Radios;
   5. Stereos;
   6. Tape decks;
   7. Compact disc systems;
   8. Navigation systems;
   9. Internet access systems;
   10. Personal computers;
   11. Video entertainment systems;
   12. Televisions; and
   13. Scanners.

   Additional Equipment also includes, but is not limited to, the following custom furnishings or equipment when they are not considered standard or optional equipment from the auto manufacturer:
   1. Custom paint;
   2. Murals;
   3. Decals or graphics;
   4. Custom seats;
   5. Custom wheels;
   6. Custom tires;
A. **Loss** to your covered auto or any **non-owned auto** that occurs while it is being used to carry persons or property for a fee or any compensation or while it is available for public hire. This Exclusion (A.) applies to, but is not limited to, delivery of goods to customers either on a wholesale or retail basis such as food, newspapers or flowers. It does not apply to a share-the-expense car pool.

B. Damage due and confined to:
1. Wear and tear;
2. Freezing;
3. Mechanical or electrical breakdown or failure; or
4. Road damage to tires.

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

C. **Loss** caused by or as a consequence of:
1. Nuclear reaction or radioactive contamination (whether controlled or uncontrolled);
2. Discharge of any nuclear weapon (even if accidental);
3. War (declared or undeclared);
4. Civil war;
5. Insurrection; or
6. Rebellion or revolution.

D. **Loss** resulting from:
1. Nuclear radiation, exposure or contamination; or
2. Bio-chemical attack or exposure to bio-chemical agents.

E. **Loss** for which insurance is available under a nuclear energy liability insurance contract.

F. **Loss** caused by fungus or mold unless the fungus or mold results from a **loss** otherwise covered under this policy.

G. **Loss** to any electronic equipment, devices, accessories, and other personal effects that are not permanently installed in your covered auto or any non-owned auto. This includes but is not limited to:
1. Radios;
2. Stereos;
3. Tape decks;
4. Compact disc systems;
5. Audio cassette recorders;
6. Tapes;
7. Compact discs;
8. Cassettes;
9. VHS tapes;
10. DVDs and other recording or recorded media;
11. Any equipment designed or used for the detection or location of radar or laser;
12. Citizen band radios;
13. Telephones;
14. Two-way mobile radios;
15. Televisions;
16. Personal computers;
17. Video entertainment systems;
18. Digital video device players; and
This Exclusion (G.) does not apply to:
1. Any electronic equipment that is necessary for
   the normal operation of the auto or the
   monitoring of the auto's operating systems;
2. A permanently installed telephone designed to
   be operated by use of the power from the
   auto's electrical system and any accessories
   used with the telephone;
3. Permanently installed equipment designed to
   be solely operated by the use of the power
   from the auto's electrical system; and
4. Equipment removable from a housing unit that
   is permanently installed in the auto.
H. Loss to your covered auto, any non-owned auto, or
   trailer due to destruction or confiscation by
   governmental or civil authorities.
This Exclusion (H.) does not apply to the interests
in your covered auto.
I. Loss to:
   1. A trailer, camper body, or motor home, that is
      not shown on your Declarations Page; or
   2. Facilities or equipment used with such trailer,
      camper body or motor home. Facilities or
      equipment include but are not limited to:
      a. Cooking;
      b. Dining;
      c. Plumbing;
      d. Refrigeration facilities;
      e. Awnings;
      f. Cabanas; and
      g. Any other facilities or equipment used
         with a trailer, camper body, or motor home.
This Exclusion (I.) does not apply to a:
1. Trailer, and its facilities or equipment, that you
   do not own; or
2. Trailer, camper body, or the facilities or
   equipment in or attached to the trailer or
   camper body, that you:
   a. Acquire during the policy period; and
   b. Ask us to insure it within 30 days after
      you become the owner.
J. Loss to any non-owned auto when used by you or
   any family member without a reasonable belief that
   you or that family member is entitled to do so.
K. Loss to your covered auto, a non-owned auto, or
   trailer caused by an intentional act by you, a
   family member, or the owner, of your covered
   auto, non-owned auto, or trailer. However, this
   exclusion does not apply to a loss to your covered
   auto to the extent of the legal interest of you or a
   family member who:
1. Sustains the loss as the result of family
   violence by:
   a. You;
   b. A family member;
   c. A former spouse; or
   d. Any person who resides in or has resided
      in your household;
2. Did not direct, participate in, or consent to the
   intentional act causing the loss; and
3. Filed a family violence complaint against the
   person who caused the violence resulting in the
   loss.
L. Loss to any additional equipment in or upon any
   auto in excess of the applicable limits of liability.
This Exclusion (L.) does not apply to a cap, cover
or bedliner in or upon your covered auto if it is a
pickup truck.
M. Loss to any non-owned auto being maintained or
   used by any person while employed or otherwise
   engaged in the business of:
1. Selling;
2. Leasing;
3. Testing;
4. Repairing;
5. Servicing;
6. Washing;
7. Delivering;
8. Storing; or
9. Parking;
vehicles designed for use on public highways.
N. Loss to your covered auto, any non-owned auto, or
   trailer resulting from:
1. Racing;
2. Drag racing;
3. Speed or demolition contests;
4. Stunting activities; or
5. The practice or preparation for such contests
   or activities.
O. Loss to your covered auto, any non-owned auto, or
   trailer resulting from operation on a driving track in
   a facility designed for racing vehicles.
P. Loss to, or loss of use of, a non-owned auto rented
   by:
1. You; or
2. Any family member;
   if a rental vehicle company is precluded from
   recovering such loss or loss of use, from you or that
   family member, pursuant to the provisions of any
   applicable rental agreement or state law.
Q. Loss to your covered auto or trailer while it is
   leased or rented to others.
R. Loss due to theft or conversion of your covered
   auto, a non-owned auto, or trailer:
1. By you, a family member, or any resident of
   your household;
2. Prior to its delivery to you or a family member; or
3. While in the care, custody, or control of anyone engaged in the business of selling the auto or trailer.

S. Loss to your covered auto, non-owned auto, or trailer due to diminution in value.

DAMAGE TO YOUR AUTO - LIMIT OF LIABILITY

A. Our limit of liability for loss to your covered auto, a non-owned auto, or trailer will be the lowest of:

1. The actual cash value of the stolen or damaged property reduced by the applicable deductible shown on your Declarations Page, and by its salvage value if you or the owner retain the salvage;

2. The amount necessary to replace the property with other property of like kind or quality reduced by the applicable deductible shown on your Declarations Page, and by its salvage value if you or the owner retain the salvage;

3. The amount necessary to repair the damaged property to its pre-loss condition, reduced by the applicable deductible shown on your Declarations Page;

4. The applicable limit of liability or Stated Amount Auto Coverage elected by you, reduced by its salvage value if you or the owner retain the salvage.

However, the most we will pay for loss to any non-owned auto that is a trailer is $1,500.

B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. Betterment for which you will be responsible includes the value relating to the increase in useful life of replaced parts that have a limited useful life, and the increase in value from the repair of prior damage.

PAYMENT OF LOSS

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

A. You; or

B. The address shown in this policy.

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

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

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a non-owned auto or a trailer, other than a trailer shown on your Declarations Page, shall be excess over any other collectible source of recovery including, but not limited to:

A. Any coverage provided by the owner of the non-owned auto or trailer;

B. Any other applicable physical damage insurance; or

C. Any other source of recovery applicable to the loss.

APPRAISAL

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

1. Pay its chosen appraiser; and

2. Bear the expenses of the appraisal and umpire equally.

B. Neither you nor we waive any rights under this policy by agreeing to an appraisal.

LIENHOLDER

A. Loss or damage under this policy shall be paid, as interests may appear, to you and the lienholder shown on your Declarations Page. Payment for loss may be made separately to each interested party. The lienholder's interest will not be protected where fraudulent act or material omission, misrepresentation, intentional damage, conversion, secretion and/or embezzlement has been committed by or at the direction of you, any family member or your representative.

B. When we pay the lienholder we shall, to the extent of the payment, be subrogated to the lienholder's rights of recovery.

C. In the event your covered auto is assessed as a total loss and is involuntarily or voluntarily repossessed by the lienholder after sustaining damage as outlined in this Part D, the deductible amount applicable to any loss adjusted and payable to the lienholder for its interest shall be $250. The deductible amount otherwise applicable to losses payable to the insured shall be the deductible amount printed on your Declarations Page.

D. We may make payments for a partial loss directly to the repair facility with your consent.
GENERAL PROVISIONS

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

CHANGES
A. This policy, including your Declarations Page and any amendments thereto, the application, and any endorsements, contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

B. If there is a change in the information used by us to determine your policy premium, we may adjust your premium. Changes during the policy term or at renewal that may result in a premium increase or decrease include, but are not limited to, changes in or to:
   1. The number or type of vehicles insured under your policy;
   2. The use classification of the vehicles insured under your policy;
   3. The operators using the vehicles insured under your policy (either additions or deletions);
   4. A family member obtaining a driver's license or operator's permit;
   5. Your address and/or the principal place you garage any of the vehicles insured under your policy;
   6. The marital status of you or any operator;
   7. The coverage, coverage limits, or deductible amounts;
   8. Qualification or eligibility for any premium discounts under the policy.

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

D. If we make a change during a policy term that broadens any coverage without an additional premium charge, you will have the broadened coverage provided that coverage is in effect when the change applies. The effective date of the change will be the date we implement the change in your state.

   Any other change to the policy must be made by endorsement. Any change to your coverage will be made by using the rates, rules, and forms used by us in your state.

CONFORMITY WITH STATUTE
Any provision of this policy that conflicts with a statute of the state you listed on your application as your residence shall be changed to conform to such law.

FRAUD
We do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which this coverage is sought under this policy.

However, if we have certified this policy as proof of financial responsibility, nothing in this provision shall affect coverage for the accident or loss under Part A - Liability Coverage up to the minimum limits required by the Missouri Motor Vehicle Financial Responsibility Law. If we make a payment in this situation, you must reimburse us for any amount we pay in accordance with the Missouri Financial Responsibility Law that we would otherwise not be obligated to pay.

LEGAL ACTION AGAINST US
A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, no legal action for payment under Part A of this policy may be brought against us until:
   1. We agree in writing that the insured has an obligation to pay; or
   2. The amount of that obligation has been finally determined by judgment after trial.

B. No person or organization has any right under this policy to bring us into any action to determine the liability of an insured.

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

However, our rights in this Paragraph (A.) do not apply:
   1. To Part B of this policy; or
   2. Under Part D of this policy against any person using your covered auto with a reasonable belief that that person is entitled to do so.

Our rights do not apply under Paragraph A. with respect to Underinsured Motorists 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 30 days after receipt of notification.

If we advance payment to the insured in an amount equal to the tentative settlement within 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 Motorists Coverage; and
   2. We also have a right to recover the advanced payment.
B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

A. This policy applies only to accidents and losses that occur:

1. During the policy period as shown on your Declarations Page; and
2. Within the policy territory.

B. The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

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

PROOF OF NOTICE

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

TERMINATION

A. Cancellation

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

1. The named insured shown on your Declarations Page may cancel by:
   a. Returning this policy to us or the named insured's agent;
   b. Giving us or the named insured's agent advance written notice of the date cancellation is to take effect; or
   c. Advanced notice to us by any other method we agree to accept.
2. We may cancel by mailing to the named insured shown on your Declarations Page at the last known address shown in our records:
   a. At least 10 days notice:
      (1) If cancellation is for nonpayment of premium; or
      (2) If notice is mailed during the first 59 days this policy is in effect and this is not a renewal or continuation policy.
   b. At least 30 days notice by United States Post Office certificate of mailing in all other cases.
3. During the first 59 days this policy is in effect, we may cancel for any reason.
4. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
   a. Nonpayment of the premium;
   b. If your driver's license has been suspended or revoked. This must have occurred:
      (1) During the policy period; or
      (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

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

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

3. If this policy was obtained by fraud or material misrepresentation;
4. Any lawful reason not specified above.

B. Nonrenewal

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

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

C. Automatic Termination

1. If we offer to renew or continue your policy and you or your representative do not accept by making timely payment of the premium due, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
2. If you obtain other insurance on your covered auto, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.
3. If a person other than you or a family member becomes the owner of the auto, coverage for that auto will automatically terminate at the time possession is conveyed to the new owner.

D. Other Termination Provisions

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

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.

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

PREMIUM PAYMENT
At the policy's inception, if you make a premium payment using a nonnegotiable instrument, the policy is considered null and void and is not subject to the Cancellation provisions of the policy. If you make a premium payment for a renewal of your policy using a nonnegotiable instrument, our offer of policy renewal is deemed rejected by you and the policy terminated without renewal.

Examples of nonnegotiable instruments include but are not limited to:

A. Checks dishonored due to insufficient funds;
B. Checks drawn from closed accounts; and
C. Invalid credit cards.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown on your Declarations Page dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if shown as a named insured on your Declarations Page; and

2. The legal representative of the deceased person as if shown as a named insured on your Declarations Page. This applies only with respect to the representative's legal responsibility to maintain or use your covered auto.

B. Coverage will only be provided until the end of the policy period.

C. The person or entity who receives assignment of the policy or its benefits is subject to all the terms and conditions of the policy.

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

This provision does not apply to Uninsured Motorists Coverage. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS
Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association) the Association will pay claims covered under the Act if we become insolvent.

Payments made by the Association for covered claims will include only that amount of each claim not exceeding $300,000. However, such claim shall not include a claim by or against an insured whose net worth is more than $25,000,000 including the aggregate net worth of the insured and all its affiliates calculated on a consolidated basis. Also, the Association will not pay an amount in excess of the applicable limit of liability of the policy from which a claim arises.

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